

Agreements

between

FCA US LLC



FIAT CHRYSLER AUTOMOBILES

and the



Specifically pertaining to
Employees working at the
Battery Plant in Kokomo,
Indiana

LITHO IN U.S.A.

The attached draft CBA is based on agreements made during 2023 National Bargaining and set forth in Letter (337) Battery Manufacturing. Any discrepancies regarding dates or sections that may not apply between the draft provisions and Letter 337 will be resolved in favor of the terms of Letter 337 (Battery Letter).

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SHADING REPRESENTS NEW
LANGUAGE IN THE 2023 AGREEMENT

PRODUCTION AND MAINTENANCE

INDEX OF UNITS

1. Detroit Assembly Complex Jefferson – Local 7
2. Toledo Assembly Complex – Local 12
3. FCA Transport LLC Toledo – Local 12
4. Detroit Assembly Complex Mack – Local 51
5. Warren Truck Assembly Plant – Local 140
6. FCA Transport LLC – Local 212
Mt. Elliott Tool & Die Manufacturing - Local 212
Pilot Operations – Local 212
7. Trenton Engine Complex – Local 372
8. Chrysler Headquarters & Tech Chrysler Center
– Departments 1685, 1633, 1619, 1640,
2990, 5730 – Local 412 (Unit 14)
Detroit Area Nurses – Local 412 (Unit 57)
9. Arizona Proving Grounds - Local 509
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1. Marysville – Local 375
2. Centerline Packaging – Local 1248
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3. New York – Local 3039
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7. Cleveland – Local 573
8. Portland – Local 492
9. Denver – Local 186
10. Los Angeles – Local 230
11. Orlando – Local 1649
12. Milwaukee – Local 75
13. Dallas – Local 2360
14. Atlanta – Local 868
15. Winchester – Local 946

**Agreement Entered into on this
Twentieth Day of November, 2023**

Between FCA US LLC

**(Hereinafter referred to as the “Company”)
and the following Local Unions**

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

PRODUCTION AND MAINTENANCE

1166

Unit 3

**and the
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.)

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 (hereinafter 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)--This Agreement shall extend automatically to production and maintenance employees at any new plant the Company builds that the parties shall agree, or, in the absence of agreement, that the National Labor Relations Board shall determine, constitutes an accretion to the multiple-plant bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decides should be excluded.

(c)--If the Union becomes the representative of employees at a plant that is not a part of such unit, the parties shall determine by negotiation whether this Agreement shall apply, in whole or in part, to such employees.

(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 Memorandums, 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, when presented in writing, pursuant to Step 1 (d) 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. If appealed to Step 2, the Plant Shop Committee of the Local Union, before deciding whether to take the grievance up with the Labor Relations Supervisor 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 receive pay from the Company for 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 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.

(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 disciplined or permanently replaced for refusal to cross a lawful primary picket line that (i) is 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.

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 Bylaws 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 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 are 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)

"Name_____ Local Union_____

"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 and the 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 any 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.

(19) Conduct of Union Representatives

Union representatives employed in the plant are subject to the same discipline as any other employee in the plant for violations of shop rules.

GRIEVANCE PROCEDURE

(22) Time of Answers

The management will answer in writing any grievance presented to it in writing by the Union;

(a)--by the Supervisor or other designated representative of Management within five (5) working days,

(b)--by the Union Relations Supervisor within seven (7) working days,

(c)--by the Plant Manager or his designated representative within seven (7) working days.

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

(23) Presenting a Grievance

A grievance of any employee or a joint grievance of any group of employees shall be presented to the management in the following manner:

(24) Step 1

(a)--The employee or one member of a group having a grievance may take the grievance up with his Supervisor, or may ask the Supervisor to send for the Chief Steward without undue delay.

(b)--The Chief Steward then takes the grievance up with the Supervisor or other designated representative of the management in the district.

(c)--If the Chief Steward and the Supervisor or other designated representative of management are unable to dispose of the grievance, the Chief Steward then refers it to the Plant Shop Committeeperson for his district. The Plant Shop Committeeperson then takes the grievance up with the Area Manager or other designated management representative.

(d)--If the grievance is not disposed of and the Chief Steward wishes to pursue it further, the grievance may be reduced to writing and delivered to the Supervisor or other designated representative of management. (Any claim of discrimination when presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes he or she has been discriminated against.)

(e)--If the grievance is not disposed of, the Plant Shop Committeeperson may take the written grievance up with the Area Manager or other designated management representative for the particular district.

(25) Step 2

(a)--If the Plant Shop Committeeperson and the Area Manager or other designated representative of management do not dispose of the grievance, then the Plant Shop Committeeperson refers the written grievance to the Plant Shop Committee.

(b)--The Plant Shop Committee then delivers a written copy of the grievance to the Union Relations Supervisor and thereafter takes the grievance up with the Union Relations Supervisor at a scheduled meeting.

(26) Step 3

(a)--If the Plant Shop Committee and the Union Relations Supervisor are unable to dispose of the grievance, the Plant Shop Committee then refers the grievance to the proper higher officer or officers of the Local Union who may then take the grievance up with

the Plant Manager or his designated representative after arranging a meeting. Upon request of the President of the Local Union the Regional Director of the Union for the area in which the plant is located, or a regularly designated representative of the Regional Director and one member of the Plant Shop Committee may attend the meeting.

(b)--Officers of the Local Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Company for time spent in such meetings. If Management agrees to a meeting or the continuation of a meeting during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime he spends in such meeting.

(c)--The President of the Local or his designated representative may investigate any grievance appealed to this step of the grievance procedure and, if working in the plant, will receive pay at his regular hourly rate for time spent in such investigation.

(d)--If a grievance involves the proper classification of employees or their working conditions, a representative of the International Union may enter the plant during regular working hours, after making proper arrangements with the Union Relations Supervisor, in order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the local plant management may accompany the Union's representative.

(27) Step 4 - Regional Review and Appeal to Appeal Board

(a)--Step 4--Regional Review If the officers of the Local Union and the Plant Manager, or his designated representative, are unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the Regional Representative of the Union for the area in which the plant is located. The Regional Representative will review the grievance. If the grievance is one on which the Appeal Board has power and authority to rule, he may arrange a meeting with the Plant Manager or his designated representative, to discuss the grievance. At the request of the Regional Representative, either the Local Union President or a Committeeperson, but not both, may attend such meeting. Within ten (10) days of such meeting the Plant Manager or his designated representative shall forward to the Regional Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the Regional Representative shall either dispose of the grievance, return the grievance to the previous step of the grievance procedure, or if the grievance merits appeal, refer it to the International Union which, if the grievance merits appeal, shall within forty-five (45) days of the appeal of the

grievance to Step 4, refer the grievance to the Appeal Board.

(b)--Appeal to Appeal Board 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 Chief 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 Manager of Union Relations of the Company, together with a notice that the answer of the Plant Manager 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 (29), may then be submitted to the Appeal Board for final disposition, such disposition to be made within thirty (30) days of the submission, unless extended by mutual agreement of the parties.

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(28) Membership of the Appeal Board

(a)--The Appeal Board shall consist of two but not more than three executives of the Company and two but not more than three official representatives of the International Union, and 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 the event that they are unable to settle the matter, it shall be determined by decision of the Impartial Chairman and not by majority vote of the Board. The Impartial Chairman shall have the right, however, to participate in all discussions and meetings of the Appeal Board and shall also have the duty of assisting the parties in resolving particular questions.

(c)--The Impartial Chairman shall have only the functions set forth herein and shall serve for one year from date of appointment 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 by the Company and one-half by the Union.

(29) Authority of the Appeal Board

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

(a)--matters involving the correctness of the classification of employees, provided that the absence of a classification from the list of classifications authorized for use at a particular plant by the Company shall not preclude the application of that classification at that plant provided the requested classification is an established hourly classification under this Agreement and provided further the application of the requested classification is proper, based upon the work performed; and

(b)--applying and interpreting the provisions of the agreement including written memoranda and letters of understanding between the Company and the International Union that relate to and supplement the terms of this Agreement.

(30) Time of Appeal

(a)--Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure, 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 another plant. Time limits for appeal shall be as follows:

(i) Appeal from an answer given in either Step 1 or 2 of the grievance procedure must be made within five (5) working days after such answer;

(ii) Appeal from an answer given in Step 3 of the grievance procedure must be made within fifteen (15) working days after such an answer;

(iii) Appeal to the Appeal Board must be made within forty-five (45) days from date of appeal to Step 4.

(b)--A grievance may be withdrawn either without prejudice or without precedent. If without prejudice, it may be reinstated within three 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.

(31) 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 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 date the claim was first filed in writing.

(b)--Deductions 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 made to the employee. The notice will specify the amount of the

over-payment, and deductions to recover such over-payment shall not commence until the pay period following the pay period in which the notice of over-payment was given to the employee.

(c)--The parties agree that, in limited situations and in instances of mutual agreement, equity and fairness dictate that the time limits may be waived regarding (i) claims by an employee or by the Union, including claims for back wages, and (ii) deductions from an employees wages to recover overpayments.

(32) 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.

(33) 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.

(34) 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.

(35) 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.

(36) 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.

(37) 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 (27).

(38) Law Suits

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section (24)(a), the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to

which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

DISCHARGE AND DISCIPLINE

(41) Union Representation

The employee may ask to discuss his suspension, disciplinary layoff or discharge with either the Chief Steward or Plant Shop Committeeperson for the district 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 Chief Steward or the Plant Shop Committeeperson. In proper cases, exceptions shall be made.

(42) Appeal of Discharge

Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Shop Committee to the Union Relations Supervisor within seventy-two (72) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the grievance procedure within five (5) working days after the management gives its answer to the Union.

SENIORITY

(45) Probationary Employee

(a)--New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment except as provided in subsection (b) below. The ninety days' probationary period shall be accumulated within not more than one (1) year. After employees have finished the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period.

(b)--New employees of the plant hired as supplemental workers shall not accumulate time toward the fulfillment of the probationary period unless and until their employment status is changed from that of a supplemental to that of a new employee pursuant to M-16.

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

(d)--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 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. The Union may represent probationary

employees who have worked at the plant more than thirty (30) days, however, any claim made by a probationary employee after thirty (30) days of employment that his layoff or discharge is not for cause, or discriminatory under Sec. (4), may be taken up as a grievance; provided, however, that 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. 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.

(e)--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 ninety (90) days.

(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.

(46) Employee Defined

For the purpose of these Sections (45) through (71) the word "employee" means an employee who has acquired seniority.

(47) Seniority Defined

Seniority is by department, and may be exercised as provided in Section (61) by department, by division and by plant. Divisions shall be two or more departments. Departments grouped into a division shall consist of substantially similar work as determined by local negotiations.

(48) Seniority Lists

Management will provide up-to-date seniority lists, by division and/or department and/or classification when requested by the Local Union. Whenever a Committee person raises a question of seniority, the list will be made available for inspection. At the request of the Union, a seniority list will be posted. 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.

(49) 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 in accordance with its procedure established pursuant to Sec. (94) of the Agreement unless, for a reason beyond his control, he is unable to comply with such notice requirements. 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 Step 2 of 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 Step 2 of the grievance procedure.

(e)--He is terminated in accordance with the Memorandum of Understanding on Absenteeism and the termination is not reversed by the National Attendance Council or the Impartial Chairman.

(f)--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;

provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his seniority because of his continuing physical inability to perform the available work will not be considered as laid off for the purposes of this Subsection unless and until an employee in the same seniority department or division with the same or greater seniority is on layoff as defined in Section (58).

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

(h)--He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and recovers and has his pension discontinued, his seniority including that which he otherwise would have acquired during the period of his disability, shall be restored, provided, however, if the period of his disability retirement was for a period longer than the seniority he had on the date his pension for permanent total disability began, he shall, upon the discontinuance of his permanent total disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.

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

(53) Reinstatement after Disability

(a)--When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the 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 Chief Steward or Committeeperson, and Management will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure. The Local Union may then take the grievance up with the Plant Manager, 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 physician 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 Plant Manager 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 (33).

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.

(54) Change of Address

Employees shall notify the management of any change of address and a copy of the notification will be given the employee.

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.

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TRANSFER AND PROMOTION

(67) Transfer of Employees Between Plants

(a)--An employee who is transferred by the Company from one plant to another plant of the Company shall rank for seniority as of his date of entry in the other plant, except as provided in Section (68) referring to the transfer of operations or departments from one plant to another plant of the Company. If the necessity to transfer arises from the need for the special skills or abilities of employees, the Company shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment. An employee transferring pursuant hereto shall retain his seniority in the plant from which he was transferred and shall be returned to his former plant when his services are no longer required at the new plant, at which time his seniority at the new plant shall be terminated.

(b)--If, for other reasons, 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. He shall retain his seniority in the plant from which he was transferred for a period of twelve (12) months from the date he last worked in the plant and shall rank for seniority as of his date of entry in the other plant.

(i) 67(b) "hardship" transfers to another location, generally Out of Labor Market Area, will be considered on a case by case basis provided available openings exist at the requested location, and after other contractual placement provisions have been exhausted.

(ii) The reason an employee requests an application for transfer may change over time, therefore; a 67(b) application for transfer will be valid for a one (1) year period. Employees who remain interested in transferring to another location must make a new application after the one (1) year period expires.

(iii) Efficiency of the operations of both the receiving and transferring plants must be maintained.

(iv) Any concerns regarding the application of this language may be referred to the FCA Director, Union Relations and the Top Administrative Assistant to the Vice President, UAW-FCA Department.

(c)--An employee transferring under this Section (67) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

(69) Discontinuance of Operations

When operations or departments are discontinued, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

Work will be made available in the following order:

- (a)--Open jobs.
- (b)--Jobs of probationary employees.
- (c)--Jobs of lesser seniority employees.

VETERANS

(72) 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 re-employment 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.

(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.

(73) 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 ninety (90) 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 payment in lieu of vacation and holiday pay, 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 re-employment rights.

(74) 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.

(75) 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

(78) 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, 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. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this Subsection (c) and the schooling will be regarded as being 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.

(d)--A leave of absence without loss of seniority for the period of his 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 for not less than one (1) 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 his plant satisfactory written evidence that the Peace Corps has invited him 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 a credit union chartered by a state provincial 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 (78) shall be granted

only where the requirements of the plant permit and replacement employees are available.

(79) Vacation Time Off

(a)--The Company recognizes the desirability of providing time off for vacation purposes and will implement Section (45)(b) providing for the employment of vacation replacements for 120 days in an attempt to provide additional vacation time off during the summer months. It also recognizes that the preferences of individual employees and variances in operating conditions, such as model change, the need for particular skills, etc., will affect the scheduling of vacations.

(b)--Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle him on May 1 of the current year, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

(c)--The Company will provide a formal procedure whereby employees prior to March 1 of each year may request the period during the succeeding vacation payment year commencing May 1 in which they would prefer to take vacation time off. Each employee will be furnished a copy of his vacation request at the time it is made. For vacation time off requested for the months of May or June, the employee will be advised not less than sixty (60) days before the day on which he wishes to start his vacation whether or not his request can be granted, and if the employee presents his vacation request to management the approval or disapproval

will be made thereon. For vacation time off requests made on or after May 1, the employee will be advised not less than thirty (30) days after submitting his request whether or not his request can be granted. In the scheduling of vacation time off, employees will be given preference in order of their seniority either in their department or in their department by shift as determined by local negotiation. The leave will not exceed the number of hours represented by the employee's vacation payment rounded out to periods of full weeks. An employee may use the hours credited as Payment in Lieu of Vacation balance in pre-approved units of no less than the employee's regularly scheduled work day. Vacation time reserved for plant shutdowns in accordance with Letter (69) Plant Vacation Shutdown U.S. Plants will continue to remain allocated to those periods. Vacation time off once approved will not be changed without the consent of the employee.

(d)--It is understood that when scheduling of vacation time off and Paid Absence Allowance (PAA) absences during the week beginning May 1 in those years in which this week falls between vacation eligibility years, as defined in Section (104) of the Agreement, employees will be permitted to request vacation time off, or use hours credited to Paid Absence Allowance, for the week beginning May 1. Employees who use vacation or PAA this week shall have their remaining vacation or PAA entitlement for the year otherwise beginning May 8 reduced accordingly.

(e)--It is understood that if an employee makes a request for a leave of absence for additional time off without pay up to the number of hours of the basic payment in lieu of vacation schedule as provided

in Section (104)(a), consideration for such request shall be made on an individual basis, considering the wishes of the employee and the efficient operation of the department, provided the request does not adversely impact the vacation schedules of other employees.

(f)--Employees returning to work from vacation shall not be subject to a medical examination.

(g)--Employees transitioning from a 5x8 or AWS work schedule who have a vacation time off balance that does not cover a full shift increment, due to the schedule conversion, will have their vacation time off balance rounded up to reflect the nearest full shift.

(80) 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 Union Relations of the Company.

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

(82) Jury Duty

Any employee with seniority who is called to and reports to jury duty (including Coroner's Juries) shall be paid an amount equal to the employee's straight-time hourly rate, including applicable shift premium but exclusive of overtime, and any other premiums, on the last day worked multiplied by an amount equal to their regularly scheduled hours for work days spent on jury duty less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which he serves.

In order to receive payment under this Section, an employee must give the Company prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. Any employee who is called to and reports for an interview or an examination to qualify him 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.

An otherwise eligible hourly employee who reports for jury duty service in accordance with the direction of the court, and who is released by the court early in the day, is not required to return to work on that day to be eligible for jury duty pay for the day.

When any of the holidays designated in Section (95) of this Production, Maintenance and Parts Agreement falls within an employee's approved leave of absence for jury duty, and the employee's absence from work that day is attributable to the employee's serving on jury duty, the employee shall, if otherwise eligible, receive pay for such holiday and retain the daily jury duty fee paid 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 (82) is not applicable to an employee who, without being summoned, volunteers for jury duty.

(83) Short-Term Military Duty

(a)--An employee with seniority who is called to and attends an annual training encampment, weekend reserve training, 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 an amount equal to the employee's straight-time hourly rate including applicable shift premium but exclusive of overtime, and any other premiums, on the last day worked multiplied by the number of hours that the employee otherwise would have been scheduled to work, less his daily military earnings (including all allowances except rations, subsistence and travel).

(b)--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 his short-term military duty, would have been eligible for holiday pay.

(c)--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 for performance of military duty under this Section shall be limited to a maximum of thirty (30) scheduled working days in any calendar year. In order to receive payment under this Section the following conditions shall be met:

(i) the period of short-term military or National Guard duty shall not exceed thirty (30) calendar days;

(ii) the employee shall be called to military or National Guard duty and shall furnish the Company with a copy of his military orders in advance of his military duty; and

(iii) upon his return to work the employee shall furnish the Company with a statement of his military pay while on such duty.

WORKING HOURS

(84) Call-in and Call-back Pay

An employee reporting for work on his foreman's or management's instructions but for whom no work

at his regular job is available will be offered at least four (4) hours employment, or fifty percent (50%) of the normally scheduled shift for employees assigned to an Alternative Work Schedule, at some other work at his regular hourly rate. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the management.

(93) Work Week Defined

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except for those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

(94) Reporting Absences

Systems have been established which will permit an employee to verify the fact that they have notified the Company by telephone or online of their inability to report for work in advance of their scheduled shift starting time. Failure to notify could subject employees to progressive discipline.

UNION BULLETIN BOARDS

(106) Placing of Bulletin Boards and Limit on Use

A bulletin board shall be placed in each district by the Company which may be used by the Union for posting notices of the following types:

(a)--Notices of recreational and social events.

(b)--Notices of elections.

(c)--Notices of results of elections.

(d)--Notices of meetings.

(e)--Notices of General Health and Safety matters that are educational or informational, provided such notices have prior approval for posting by the Union Member of 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.

(108) Insurance, S.U.B.P., Relocation Allowance, Profit Sharing Plan, and Company Health Care Contribution, Company Defined Contribution

The following Agreements are incorporated and made a part of this Agreement.

Exhibit B. The Life, Disability and Health Care Benefits Program.

Exhibit C. Agreement Regarding Supplemental Unemployment Benefit Plan.

Exhibit D. Supplemental Unemployment Benefit Plan.

Exhibit E. Relocation Allowance Plan.

Exhibit F. Profit Sharing Plan. (See separate booklets.)

Exhibit G. Supplemental Agreement
Company Health Care Contribution
Company Defined Contribution.

Wages

(109) Wage Rate increases

	Non-Skilled	Skilled Trades
Upon Ratification:		
Effective 1/1/2025	\$27.24	\$33.05
Effective 1/1/2026	\$28.06	\$34.04
Effective 1/1/2027	\$28.90	\$35.06
Effective 1/1/2028	\$30.35	\$36.82

All bargaining unit employees newly hired by the Company to work in the battery manufacturing facility (i.e., those employees who do not transfer from a bargaining unit position at another facility covered by the PM&P Agreement) will receive wages according to the table.

The wage rates set forth in the table will be considered minimum wage rates. In recognition of the evolving nature of the electric vehicle industry and the fact that the battery manufacturing facility in or around Belvidere has not yet been constructed, the Company will have the right to increase the rates in the table during the term of the PM&P Agreement, upon advance notice to the Union. Further, the Company will provide the Union an opportunity to discuss any such increases prior to implementation.

No differentials or other premium payments described in the PM&P Agreement will apply automatically, except for those required by law (e.g., time-and-one-half after 40 hours in a workweek). In recognition of the differences between battery manufacturing and other types of manufacturing, any other differentials or premium payments will be the subject of future bargaining between the parties, as described in Section 1.b.v., below.

(110) 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:

Adjustment	Weekly Payment	Index Calculation Period
	will begin First Full Pay Ending	
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
14	December 2026	August, September and October 2026
	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.

(112) 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.

(114) Wage Progression

(a)--Wages and Classification

i. Manufacturing and Mopar PDC: Employees will receive wage rate increases in accordance with the schedule below. Employees hired prior to the effective date of the 2023 Agreement shall be placed at a rate in accordance with their current years of service effective the first pay period following ratification in accordance with the table below.

Years of Service	Effective 10/23/2023	Effective 9/9/2024	Effective 9/8/2025	Effective 9/7/2026	Effective 9/6/2027
<1 year	\$24.68	\$25.42	\$26.19	\$26.97	\$28.32
1<2	\$26.45	\$27.24	\$28.06	\$28.90	\$30.35
2<3	\$29.97	\$30.87	\$31.80	\$32.75	\$34.39
>3	\$35.26	\$36.32	\$37.41	\$38.53	\$40.46

ii. Occupational Health Nurse: Employees will receive wage rate increases in accordance with

the schedule below. Employees hired prior to the effective date of the 2023 Agreement shall be placed at a rate in accordance with their current years of service effective the first pay period following ratification in accordance with the table below.

Parties acknowledge the unique skill set and required certifications that a Nurse must possess to perform their work. The Company and the Union agree that there needs to be flexibility in starting wages as Occupational Health Nurses may be hired in above the minimum of the classification based upon qualifications and experience.

Years of Service	Effective 10/23/2023	Effective 9/9/2024	Effective 9/8/2025	Effective 9/7/2026	Effective 9/6/2027
<1 year	\$40.97	\$42.20	\$43.47	\$44.77	\$47.01
1<2	\$42.98	\$44.27	\$45.60	\$46.97	\$49.32
2<3	\$45.08	\$46.43	\$47.82	\$49.25	\$51.71
>3	\$47.20	\$48.62	\$50.08	\$51.58	\$54.16

Occupational Health Nurses assigned the task of training other nurses (Nurse Preceptor) shall receive a one dollar (\$1.00) add-on to the base rate of pay for the hours spent serving as a Nurse Preceptor.

iii. Transportation: Employees will receive wage rate increases in accordance with the schedule below. Employees hired prior to the effective date of the 2023 Agreement shall be placed at a rate in accordance with their current years of service effective the first pay period following ratification in accordance with the table below.

	Effective 10/23/2023	Effective 9/9/2024	Effective 9/8/2025	Effective 9/7/2026	Effective 9/6/2027
At Hire	\$32.01	\$32.97	\$33.96	\$34.98	\$36.73
18 Months	\$35.88	\$36.96	\$38.07	\$39.21	\$41.17
36 Months	\$36.95	\$38.06	\$39.20	\$40.38	\$42.40

(b)--Seniority Employees Hired at Another Plant

When a seniority employee who formerly worked in one plant of the Company is hired as an employee in another plant of the Company, the employee shall be given credit for wage progression purposes at the former plant. If an employee was paid the full base rate at the former plant, the employee shall be paid the full base rate at the new plant.

(c)--Effective Date of Increase

Each increase shall be effective at the beginning of the first pay period following the employee's corporate service anniversary date. The 2023 increase shall not be retroactive to the expiration of the 2019 Agreement.

(d)--Transfer to Other Classifications

An employee who is transferred to a higher, lower, or equally paid classification shall be given credit for wage progression purposes. If the employee was paid the full base rate of the former classification, the employee shall be paid the full base rate of the new classification.

CONCLUSION

(115) 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.

(116) 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.

(117) 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 (118). 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.

(118) 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.

Letter, Memoranda, and Agreements

2023 Production, Maintenance, and Parts Agreement

between

FCA US LLC

and the UAW

Specifically pertaining to Employees working at Battery
Plant in Kokomo, Indianan.

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October 18, 1993

(88) Employees Called to Duty
with Reserve Forces

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

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

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

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

(96) Product, Purchase, Programs

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. 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 e i convenience and continued favorable pricing. The Program provides a 25% discount 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.moparep.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% the list price (MSRP) on Chrysler Service Contracts. A toll free number (800.521.9922) and website (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

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

International Union, UAW Attention: Mr. Rich Boyer Dear Mr. 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; sons-in-law and daughters-in-law of employees and retirees; part-time employees; grandparents; grandchildren; and same sex domestic partners meeting the criteria as defined by the benefits group. Also eligible are survivors of eligible hourly employees who receive a monthly Transition benefit and surviving spouses of employees who died while actively employed regardless of pension or marital status; as long as the surviving spouse is alive, the children also remain eligible. Surviving spouse participants must prove relationship to verify eligibility. 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) and hot line (800.756.2886).

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

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

Very truly yours, FCA US LLC
By Christopher Fields Accepted and Approved:
INTERNATIONAL UNION, UAW
By Rich Boyer

November 20, 2023

(106) Tuition Assistance Plan

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. 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.i

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 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 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 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 (80)(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 for 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

(109) Employee Assistance Program

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. 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 services 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 connected 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 debriefing" after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc. Appropriate debriefing 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 LWCPC 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 LWCPC, 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 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

November 20, 2023

(146) 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. Definition :

- 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 statements in support of their respective positions.
- E. "Regular Meeting" is 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 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 cia 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 issues in the case submitted to them.

8. Recess of 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 processings

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

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 18, 1993

(186) Medical Treatment During Working Hours

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

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

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

Very truly yours,
CHRYSLER CORPORATION
T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

October 22, 2015

(210) Skilled Trades Testing and Licensing Fees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties have agreed that where either federal, state, or local ordinances require licenses to perform the specific work historically or traditionally assigned to a skilled trades classification, the Company will ensure that an employee or employees, if so required of the Company, will be trained in accordance with licensing requirements. Further, if the Company requires a licensed person to perform such work and has determined that factors such as the frequency of the work, availability and cost of related equipment and associated liability concerns drive a proper business case for FCA US LLC skilled trades to perform such work, the Company will ensure that an employee or employees are trained in accordance with licensing requirements. The Company will also reimburse employees for the testing required to obtain such governmentally or Company required licenses, provided the particular license is necessary for performing available work in the plant. Reimbursement shall be limited to the fee for such test and licenses or their renewal which will be used in the performance of subject employees specific job within the Company. Reimbursement for test fees will only be made upon proof of successfully passing the test.

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

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

International Union, UAW
By Norwood H. Jewell

October 29, 2007

(222) UAW/POW/MIA Flags

International Union, UAW Attention:

Mr. General Holiefeld Dear Sirs:

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

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

It is agreed that all Chrysler facilities, where employees are represented by the UAW, will make the necessary arrangements to fly the UAW/POW/MIA flags. UAW flags will be provided to the Plant/ Distribution Center Manager at each Chrysler facility by the Local Union President or Unit Chair Person.

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

Very truly yours,
CHRYSLER LLC
By J. Franciosi Accepted

and Approved:

INTERNATIONAL UNION,
UAW By General Holiefeld

September 29, 2003

(231) V-CAP Contributions

International Union, UAW

Attention: Mr. Nate

Gooden Dear Sirs:

This is to confirm our understanding regarding contributions to the UAW V-CAP program.

The Corporation will establish, as soon as practicable following the conclusion of these negotiations, a system allowing voluntary V-CAP contributions to be deducted from the monthly pension payable to any retired employee or surviving spouse who provides the International Union with a signed authorization form.

This will be accomplished by the Corporation's processing of a monthly file from the International Union containing the detail necessary for processing said deduction. The Corporation will forward the amount deducted and a corresponding data file to the International Union in the same manner as for active workers.

The trustee of the Pension Plan shall be authorized by the Board of Administration of the Pension Plan during the life of the collective bargaining agreement applicable to employees covered by this Pension Plan, to deduct such UAW V-CAP contributions and forward them to the treasurer of V-CAP.

The Company further agrees to develop and provide the UAW Accounting Department, an agreed upon file (template) containing necessary information concerning V-CAP contributions from active members on a monthly basis. Once the data is confirmed, the exact amount of money contributed would then be transmitted to V-CAP, care of the International Union, in a timely manner.

The Company and the Union have also discussed the administrative cost associated with maintaining the voluntary deduction program described above for both the active employees and retired former employees, and have estimated the cost of such administration. The Company and the Union agree that, as an element of the full package of wages and benefits described in the 2003 National Agreement, the Company shall not seek reimbursement from the Union for any of the costs associated with administering the voluntary deduction program for both active employees and retired former employees.

Very Truly Yours,
DAIMLERCHRYSLER CORPORATION
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Nate Gooden

December 16, 2019

(288) Military New Vehicle Purchase / Lease

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the Union's concerns regarding opportunities to find new means of positive product exposure for FCA US LLC. The Company is currently promoting a Military Bonus Consumer Cash incentive program that provides eligible consumers with a \$500 cash allowance to be applied toward the retail purchase or lease of an eligible vehicle.

Eligible consumers for this program include active military, active military reserve, retired military (honorable discharge and 20 years of service required), and retired military reserve (honorable discharge and 20 years of service required). Honorably discharged veterans are eligible within 12 months of their discharge date, 100% disabled veterans or veterans rated by the U.S. Department of Veterans Affairs as Individually Unemployable, and spouses of deceased military members who meet the eligibility criteria above are also eligible to participate. All rules and incentive eligibility are set forth by the official program rules.

The availability of the foregoing programs to the described participants is predicated on the understanding and agreement that FCA US LLC may, at any time, unilaterally modify, change or discontinue such programs and that the Company shall have no obligation to bargain concerning its decision to do so. Further, institution of such programs shall not constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms or conditions of employment.

Very truly yours,
FCA US LLC
By: Glenn Shagena

**MEMORANDUM OF UNDERSTANDING UNION
DUES DEDUCTIONS**

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

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

NOW THEREFORE, pursuant to Section (12) of the above-mentioned Production and Maintenance Agreement and the corresponding section of the Parts Depot Agreement, it is hereby agreed as follows:

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

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

(2) TIME OF DEDUCTIONS.

(a) Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms that have been delivered to the respective Local Managements on or before the ratification of the above-mentioned Production and Maintenance Agreement and the Parts Depot Agreement shall begin with the month following the month in which said Agreements are ratified.

(b) Thereafter, if, on or before the tenth (10th) day of each succeeding month, the Plant Management receives any additional properly executed Authorization for Check-Off of Dues forms, Union membership dues then due and owing shall be deducted in the current calendar month. If Union membership dues and initiation fees which are due and owing for the initial month are not deducted in that month, such dues and initiation fees shall be deducted in the following month, provided the employee has sufficient net earnings to cover such deduction.

(3) PAY PERIODS IN WHICH DEDUCTIONS ARE MADE.

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

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

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

(4) OTHER DUES DEDUCTIONS.

If an employee does not have sufficient net earnings in a pay period in a calendar month for the deduction of dues as provided in Paragraph (3) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings after all other authorized deductions to cover the Union membership dues, and provided the designated financial officer of the Local Union gives notice in writing, by the tenth day of the month in which the deduction is to be made, to the designated representative in the Plant Personnel Department specifying the employee, the employee's C-ID, the amount to be deducted and the month or months for which the deductions are to be made. In the event an employee is laid off and does not have regular dues deducted in any pay period ending in a

calendar month, Union membership dues deductions in the amount of one (1) hour straight time pay or such other amount as may be established as dues for each such employee will be deducted from the first Regular Supplemental Unemployment Benefit payment issued to to such employee in the following month and in each succeeding month following a month in which regular dues were not deducted. Dues deductions pursuant to this paragraph will be made only if there is for each employee a properly executed Authorization for Check- Off of Dues form in effect for the month or months for which and in which said deduction is to be made. No dues deduction under this Paragraph shall be made for any month more than twelve (12) months prior to the month in which the designated financial officer of the Local Union gives notice in writing.

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

(6) REMITTANCE OF DUES TO FINANCIAL OFFICER.

(a) Deductions made in the first pay period, together with the deductions made in the second, third and succeeding pay periods ending in the preceding calendar month, shall be remitted to the designated financial officer of the Local Union by the twenty-fifth day of that calendar month; provided, that in the event the twenty-fifth day of a calendar month falls on a Saturday or Sunday, remittance will be made on the Friday preceding such twenty-fifth day of the month.

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

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

(7) TERMINATION OF CHECK-OFF. An employee who loses seniority for any one of the reasons specified in Section (49) of the Production and Maintenance Agreement or the corresponding Section of the Parts Depot Agreement or who is transferred to work outside the bargaining unit before the pay period from which Union membership deductions are made, shall cease to be subject to Check-Off deductions beginning with the month in which the loss of seniority or transfer took place. An employee who loses seniority as provided herein, or who is transferred to work

outside the bargaining unit, during or after the pay period as to which Union membership dues deductions are made shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the loss of seniority or transfer took place. The designated financial officer of the Local Union will be notified by Management of the names of such employees following the end of each month in which the event took place.

(8) DISPUTES CONCERNING CHECK-OFF.

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

(9) LIMIT OF COMPANY'S LIABILITY. The Company shall not be liable to the International Union or its locals by reason of the requirements of the Production and Maintenance Agreement, the Parts Depot Agreement or this Memorandum of Understanding for the remittance or payment of any sum other than that constituting actual deductions made from wages or salaries earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

(10) LIST OF MEMBERS PAYING DUES DIRECTLY.

The Local Union will furnish Local Management, within fifteen (15) days after the effective

date of the Production and Maintenance Agreement and the Parts Depot Agreement and thereafter the names of all members paying dues directly to the Local Unions.

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

(12) DISPUTES CONCERNING MEMBERSHIP.
Any dispute arising as to an employee's membership in the Union shall be reviewed by a representative designated by the Local Management and a representative designated by the Local Union, and if not resolved may be decided by the Appeal Board through the grievance procedure.

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

Cynthia Estrada
FCA US LLC
Glenn Shagena

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 Viser
Bob Bickerstaff

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

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

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

FCA US LLC

Diane Cole
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

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