

# 2019

## UAW-FCA US LLC Contract Settlement Agreement



**Benefits  
Exhibits & Pension –  
Savings Plan  
and  
Appendix**

**2019 UAW-FCA**  
**Schedule A, Exhibits, Exhibit B, Pension and Savings Plan**

Sec/Ltr	Subject Title	Page #
<b>Schedule A</b>		
1	Production and Maintenance (PMP)	1
2	Parts	3
3	Office and Clerical	6
4	Engineering	16
<b>Exhibits - Modified</b>		
<b>EXHIBIT C - 2015 Agreement Regarding Supplemental Unemployment Benefit Plan</b>		26
1	Continuation and Amendment of Plan	26
2	Provisions in Event of Termination	26
3	Obligations During Term of Agreement	26
4	Term of Agreement: Notice to Modify or Terminate	27
5	Governmental Rulings	27
6	Recovery of Benefit Overpayments	28
7	Employees Hired on or After October 29, 2007	28
<b>Article I - Eligibility for Benefits</b>		29
1	Eligibility for a Regular Benefit and a Transitional Assistance Benefit	29
2	Eligibility for an Automatic Short Week Benefit	31
3	Conditions with Respect to Layoff	32
<b>Article II - Amount of Benefits</b>		35
2	Automatic Short Week Benefit	38
4	Benefit Overpayments	40
5	Withholding Tax	41
6	Deduction of Union Dues	41
7	Payment of Benefits	41
<b>Article III - Duration of Benefits</b>		42
1	Supplemental Unemployment Benefits (SUB)	42
2	Transitional Assistance (TA)	42
<b>Article IV - Separation Payment</b>		44
1	Eligibility	44
2	Payment	45
4	Overpayments	47
<b>Article V - Application, Determination of Eligibility &amp; Appeal Procedures for Benefits and Separation P</b>		48
2	Determination of Eligibility	49
3	Appeals	49
<b>Article VI - Administration of Plan</b>		52
2	Board of Administration of the Plan	53
<b>Article VII - Financial Provisions and Reports</b>		58
2	Financial Provisions	58
3	Liability	60
4	No Vested Interest	61
5	Company Reports	61
6	Cost of Administering the Plan	64
7	Benefits and Separation Payment Drafts Not Presented	65

**2019 UAW-FCA  
Schedule A, Exhibits, Exhibit B, Pension and Savings Plan**

Sec/Ltr	Subject Title	Page #
<b>Article VIII - Miscellaneous</b>		66
2	Effect of Revocation of Federal Rulings	66
4	Amendments and Termination of the Plan	67
5	Change in Status of Hourly or Salaried Employee	67
6	Recovery of Other Benefit Plan or Program Overpayments	68
<b>Article IX - Definitions</b>		69
<b>Exhibit E - Relocation Allowance Plan</b>		77
<b>Exhibit F - PROFIT SHARING PLAN</b>		80
3	Non-Applicability of Collective Bargaining Agreement of Grievance Procedure	81
4	Governmental Rulings	84
5	Duration of Agreement	84
<b>Exhibit F Part B - FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried</b>		85
<b>Article I - Establishment and Effective Date of Profit Sharing Plan</b>		85
1.02	Effective Date of Amended Plan	85
<b>Article II - Definition of Terms</b>		86
2.05	NAFTA Adjusted EBIT	87
2.06	NAFTA Adjusted EBIT Margin	88
2.07	NAFTA Revenues	88
2.11	Eligible Profit Share Amount	89
<b>Article IV - Payment of Profit Sharing Amounts</b>		90
4.01	When Profit Sharing Amounts are Determined and Paid	90
<b>Article VI - Administration</b>		95
6.02	SEC Reports and Supplemental Information	95
Letter 02	Local Union Leaves	97
<b>Article VII - Amendment, Modification, Suspension, or Termination</b>		
<b>New Exhibits</b>		
<b>MOU - Legal Services Plan Benefit</b>		99
	Short Work Week Clarification	105
	Understanding Relative to Unemployment Compensation Support	106
	Understanding Relative to TRA/TAA Support	107
	Sub Funding	108
<b>Modified Exhibit B</b>		
<b>ARTICLE I - The Life, Disability and Health Care Benefits Program</b>		110
1	Establishment of the Program	110
2	Program Effective Date	112
3	Group Insurance 103G, 103H, 103J, 103C, 103A, 103I, 103B	113
<b>ARTICLE II - Group Life and Disability Insurance</b>		120
1	Group Life Insurance	120
3	Optional Group Life Insurance	125
5	Employee Optional Group Accident Insurance	136
6	Group, Sickness and Accident Insurance (206A, B, C, D, E, F,G, H)	146
7	Group Reinstated Sickness and Accident Insurance	150
8	Group Extended Disability Insurance	152
<b>ARTICLE III - Group Hospital, Surgical, Medical Drug, Dental, Vision and Hearing Aid</b>		157
4	National Account Program 304, F, I, H, C, G, A, B, D, E	157
5	Mental Health and Substance Abuse	169

**2019 UAW-FCA  
Schedule A, Exhibits, Exhibit B, Pension and Savings Plan**

Sec/Ltr	Subject Title	Page #
7	Vision Expense Benefits	176
8	Hearing Aid Expense Benefits	189
<b>LETTERS</b>		
<b>A. Benefit Program</b>		
<b>B. Group Life and Disability</b>		
B-8	Mileage for DEP Examination	195
B-16	SSDIB	196
B-17	EDB Offset/Pension	200
B-21	Life and Disability Overpayment Offsets	201
B-27	Life Insurance Administration Manual	202
<b>C. Health Care</b>		
C-9	Benefits Training Program	203
C-12	Joint Insurance Committee	204
C-14	Monthly Premium Calculation	210
C-18	Carrier Data Reports	214
C-20	Confidentiality of Medical Information	215
C-30	New Procedures Process	217
C-46	Health Care Administrative Manual	219
<b>New Exhibit B</b>		
	Employees Released to Return to Work Who Are Physically Disqualified	221
	Salaried Bargaining Unit Optional / Dependent Life Offerings	222
	Supplemental Employee Optional Group Life Insurance Considerations	223
	Major Medical Expense Benefits	224
	Retiree Group Life Considerations	225
<b>Deleted Exhibit B</b>		
<b>LETTERS</b>		
<b>A. Benefit Program</b>		
A-2	Overpayment Recovery	227
A-3	Overpayment Deductions	228
A-6	Reorganization of Exhibit B	229
<b>B. Group Life and Disability</b>		
B-1	Optional Insurance Deductions	231
B-11	Proof of Claim for S&A Benefits	233
B-24	Mental Health & Substance Abuse Claims under S&A Programs	234
B-26	Voluntary Identity Theft Coverage	235
<b>C. Health Care</b>		
C-6	Community Health Care Initiatives	236
C-40	Diabetes Type II Coverage	239
<b>Pension Modified</b>		
<b>PENSION AGREEMENT (000)</b>		
4	Applicability of Pension Plan and Benefits for Retirement under Prior Pension Plan	242
14	Payment of Pension, Supplemental Allowance and Special Age 65 Benefit	256
20	Pension Agreement Effective	262
22	Duration of Pension Plan	263
26	Inclusion of other Chrysler Employees	264

**2019 UAW-FCA**  
**Schedule A, Exhibits, Exhibit B, Pension and Savings Plan**

Sec/Ltr	Subject Title	
28	Named Fiduciaries	265
29	Definitions	267
A	Benefit Class Codes	271
B	Basic Benefit Rates	273
G	Foundry Service	277
SCH I	Schedule I - Covered Locals	281
2	Overpayment Recoveries	283
9	Workers' Compensation Reduced by PTD Benefits	285
31	Designated Contingent Annuitant Benefit	287
<b>Pension New Letters</b>		
	AMC Pension Letter	291
	AMC/JEEP/UAW Plan Merger	293
	Credited Service for Hourly Vacation	294
	Electronic Funds Transfer (EFT)	295
	FCA-UAW Pension Plan Funding	297
	Pension De-Risk Considerations	299
<b>Pension Deleted Letters</b>		
3	Re-employed Retirees	301
5	Investments	302
6	Special Early Offer-Hourly/Salary	305
10	IRS Approvals	306
13	PTD Study	307
16	Hourly Benefits Statement	308
33	GEMA Employee Participation in Pension Agreement	309
MOU	FCA US LLC - UAW Pension Agreement - IRC Section 436	310
<b>Savings Plan Modified</b>		
<b>FCA US LLC SAVINGS PLAN Amended and Restated Effective as of September 15, 2015</b>		311
000	Hourly Employees Deferred Pay Plan Cover Sheet	312
001	Introduction	313
<b>ARTICLE I</b>	<b>Definitions</b>	315
1.01	Definitions	315
<b>ARTICLE II</b>	<b>Eligibility, Enrollment and Participation</b>	320
2.06	Qualified Military Service	320
2.07	Automatic Enrollment	321
<b>ARTICLE III</b>	<b>Contributions</b>	323
3.01	Pre-Tax, Roth and After-Tax Savings Election	323
<b>ARTICLE IV</b>	<b>Distributions</b>	325
4.08	Form of Distribution	325
<b>ARTICLE V</b>	<b>Withdrawals</b>	326
5.01	Hardship Withdrawals	326
<b>ARTICLE VI</b>	<b>Loans to Participants</b>	328
6.04	Amount of Loan	328
6.09	Special Rules for Loans to Qualified Participants	329

**2019 UAW-FCA**  
**Schedule A, Exhibits, Exhibit B, Pension and Savings Plan**

<b>Sec/Ltr</b>	<b>Subject Title</b>	<b>Page #</b>
<b>ARTICLE VIII</b>	<b>Amendment and Termination</b>	330
8.01	Amendment	330
<b>Appendix II</b>	<b>Nondiscrimination Limitations</b>	331
<b>Appendix III</b>	<b>Participating Employers</b>	336
<b>Appendix V</b>	<b>Special Provisions Applicable to Certain UAW-Represented Employees</b>	337
<b>Exhibit G</b>		338
001	Supplemental Agreement	338
002	Eligible Employee	339
003	Company Contributions	340
<b>Savings Plan New Letters</b>		
	Financial Fitness Education	343
	Special One-Time 2020 Company Retirement Contribution	344

# Schedule A



FIAT CHRYSLER AUTOMOBILES

Schedule A

(001) Schedule A - Production and Maintenance

APPENDIX  
SCHEDULE "A"

Bargaining Units referred to in Section (1) of the National Production, Maintenance and Parts Agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and certain of its Local Unions dated ~~October 22, 2015~~ November xx, 2019.

1. All the production and maintenance employees of the Company at the Jefferson North Assembly Plant, Warren Truck Assembly Plant, FCA Center-Power House, Kokomo Transmission Plant, Indiana Transmission Plant I, Indiana Transmission Plant II, Tipton Transmission Plant, Mack Avenue I Engine Plant, and Mack Avenue II Engine Plant, excluding foremen, assistant foremen, timekeepers, plant protection employees, office employees, confidential salaried employees, and salaried engineers.
2. All production and maintenance employees at the Warren Stamping Plant excluding office employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.
3. All maintenance employees in Departments 1654, 1655, 2980 - Local 412 (Unit 14) of the FCA Headquarters & Tech Center, excluding all supervisors as defined in Section 2 (II) of the National Labor Relations Act, as amended and all other employees.
4. All production and maintenance employees at Kokomo Casting Plant at Kokomo, Indiana, excluding office clerical employees, professional employees, technical employees, guards and supervisors as defined in the National Labor Relations Act, as amended, confidential clerks and secretaries to supervisors and all other employees.
5. All production and maintenance employees of the Company at FCA Transport, Inc., Conner Avenue Assembly Plant, Mt. Elliott Tool & Die Manufacturing and Pilot Operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and confidential clerical employees.
6. All production and maintenance employees of the Company at the Sterling Stamping Plant excluding all supervisory employees with authority to hire, promote, discharge, discipline

cc  
11/27/19  
[Handwritten initials]

1

11/26/19  
GP [Handwritten initials]

or otherwise effect changes in the status of employees or effectively recommend such action, and confidential clerical employees.

7. All production and maintenance employees at the Belvidere Assembly Plant at Belvidere, Illinois, excluding office clerical employees, professional employees, technical employees, guards and supervisors as defined in the National Labor Relations Act, as amended, confidential clerks and secretaries to supervisors and all other employees.

8. All production and maintenance employees of the Toledo Machining Plant excluding office and plant clerical employees, technical, professional and confidential employees, secretaries (however classified) to executives and supervisors, guards and supervisors as defined in the Act, employees on the management and executive payrolls and all other employees.

9. All Production and Maintenance Employees at the Sterling Heights Assembly Plant located in Sterling Heights, Michigan but excluding office clerical employees, professional employees, technical employees, guards and supervisors as defined in the National Labor Relations Act, as amended, confidential employees, secretaries to supervisors (including clerks and stenographers acting as such), employees on the management and executive payrolls, and all other employees.

10. All production and maintenance employees of the Company at the Marysville Axle Plant, excluding foreman, assistant foreman, timekeepers, plant protection employees, office employees, confidential salaried employees and salaried engineers.

11. All production and maintenance employees at the Trenton Engine Complex excluding professional, confidential, office clerical and salaried employees, guards, timekeepers, foremen and assistant foremen and all other supervisors.

12. All employees who come under the jurisdiction of this contract shall be members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local No 12 (Jeep Unit and FCA Transport LLC-Toledo), excepting those employees who have been excluded by decision of the National Labor Relations Board, for the purpose of Collective bargaining, and further excepting all supervision.

13. All full-time and regular part-time production and maintenance employees employed by Dundee Engine Plant (formerly known as Global Engine Manufacturing Alliance) at its facility located in Dundee, Michigan but excluding office clerical employees, engineers, guards and supervisors as defined in the Act.

In addition, pursuant to and to the extent permitted by applicable provisions of the National Labor Relations Act, as amended, the Company shall recognize the Union as the exclusive representative of all employees at U.S. plants, listed in Schedule "A" appended to the Production, Maintenance and Parts Agreement dated ~~October 22, 2015~~ November xx, 2019, which are reopened by the Company.

\*If it is considered that the above descriptions differ from the original National Labor Relations Board certifications or the initial agreements between the parties describing the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification, by the National Labor Relations Board.

CA  
11.27.19  
JP  
ND

2

11/26/19  
GP  
DHA



FIAT CHRYSLER AUTOMOBILES

Schedule A

(002) Schedule A - Parts

APPENDIX  
SCHEDULE "A"

Bargaining units referred to in Section (1) of the National Production, Maintenance and Parts Agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and certain of its Local Unions dated ~~October 22, 2015~~ November xx, 2019.

1. All maintenance and production employees ~~of the Company at its National Parts Depot, in FCA's Marysville National Parts Distribution Center, Marysville, Michigan,~~ excluding foremen, assistant foremen, timekeepers, plant protection employees, office employees, confidential salaried employees, and salaried engineers.

2. All hourly rated employees ~~with the in FCA's Center Line National Parts Distribution Center Depot, Centerline, Michigan,~~ excluding foremen, assistant foremen, timekeepers, plant protection employees, office employees, confidential employees and salaried engineers.

All hourly rated employees in FCA's Warren National Parts Distribution Center Parts Depot, Warren, Michigan, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act, and all other employees.

All hourly rated employees in FCA's Sherwood National Parts Distribution Center, Warren, Michigan, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act and all other employees.

All hourly rated employees in FCA's Center Line Packaging operations, Center Line, Michigan, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act and all other employees.

All hourly rated employees in FCA's Romulus High Velocity Parts Distribution Center, Romulus, Michigan, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act and all other employees.

WAK  
11/29/19  
CVD  
11/29/19  
R

3

DAB 11/29/19  
11-29-19  
DHA

All hourly rated employees in FCA's Quality Engineering Center, Auburn Hills, Michigan, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act and all other employees.

3. All hourly rated employees in the FCA's New York Parts Depot Distribution Center, Tappan, New York excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act, and all other employees.

4. All hourly rated employees in FCA's Chicago Parts Depot Distribution Center, Naperville, Illinois excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act, and all other employees.

5. All hourly rated employees in FCA's Minneapolis Parts Depot Distribution Center, Plymouth, Minnesota, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act, and all other employees.

6. All hourly rated employees in FCA's Boston Parts Depot Distribution Center, Mansfield, Massachusetts, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act, and all other employees.

7. All hourly rated employees in FCA's Cleveland Parts Depot Distribution Center, Streetsboro, Ohio, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act, and all other employees.

8. All hourly rated employees ~~of the Company at~~ in FCA's Portland Parts Depot Distribution Center, Beaverton, Oregon, excluding office clerical employees (including phone men), technical employees and professional employees, clerks and secretaries to supervisors and management personnel, guards, and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

9. All hourly rated employees of FCA's Denver Parts Depot Distribution Center, Denver, Colorado, excluding office clerical employees (including phone men), technical employees and professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended, confidential clerks and secretaries to supervisors and all other employees.

10. All hourly rated employees at FCA's Los Angeles Parts Depot Distribution Center, Ontario, California, excluding office clerical employees, technical and professional employees, clerks and secretaries to supervisors and employees on the management payroll, guards and supervisors as defined in the Act, and all other employees.

11. All hourly rated employees in FCA's Orlando Parts Depot Distribution Center, Orlando, Florida, excluding office and clerical employees, technical employees, professional employees, clerks and secretaries to supervisors and management personnel, guards and supervisors as defined in the Act.

R  
CVO  
11/29/19  
11/29/19

4

DAB 11/29/19

11-29-19  
DHA

12. All hourly rated employees at FCA's Milwaukee National Parts Depot Distribution Center, Milwaukee, Wisconsin, excluding all general office and factory office clerical employees, salaried employees, guards, watchmen, professional employees and supervisors as defined in the Act.

13. All hourly rated employees at FCA's Dallas Parts Depot Distribution Center, Carrollton, Texas, excluding all other employees including office and clerical workers, supervisors and guards as defined in the Act.

14. All hourly rated employees in FCA's Atlanta Parts Distribution Center, Morrow, Georgia, excluding office and clerical employees, technical and professional employees, Office Administrators to supervisors and Management personnel, and supervisors as defined in the National Labor Relations Act, and DDS Drivers.

15. All hourly rated employees in FCA's Winchester Parts Distribution Center, Winchester, Virginia, excluding office and clerical employees, technical and professional employees, clerks and secretaries to supervisors and management personnel and supervisors as defined in the Act and all other employees.

In addition, pursuant to and to the extent permitted by applicable provisions of the National Labor Relations Act, as amended, the Company shall recognize the Union as the exclusive representative of all employees at U.S. depots, listed in Schedule "A" appended to the Production, Maintenance and Parts Agreement dated ~~October 22, 2015~~ November xx, 2019 which are reopened by the Company.

\*If it is considered that the above descriptions differ from the original National Labor Relations Board certification or the initial agreement between the parties concerning the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification by the National Labor Relations Board.

WAK  
11/29/19  
R

5

DAB 11/29/19  
11-29-19  
DHA



FIAT CHRYSLER AUTOMOBILES

Schedule A

**(003) Schedule A - Office and Clerical**

**APPENDIX  
SCHEDULE "A"**

Bargaining Units referred to in Section (1) of the National Office and Clerical Agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and certain of its Local Unions dated ~~October 22, 2015~~ November xx, 2019.

1. All salaried and hourly paid office workers at the Warren Truck Assembly Plant of the Company, including timekeepers, telephone and teletype operators, and mail clerks, but excluding supervisory employees, engineers, all employees in the labor relations department and the employment department, all employees in the time study, methods, and budget department (except secretarial employees), credit men, professional employees, draftsmen, package engineers, and the confidential secretaries to executives, heads of departments, and foremen. All full-time and regular part-time office-clerical employees employed by the Employer at its facility located at 21500 Mound Road, Warren, Michigan; but excluding production and maintenance employees, engineers, nurses, managerial employees, confidential employees, professional employees, guards and supervisors as defined in the Act, and all employees covered under other Collective Bargaining Agreements.

All office-clerical employees in Department 823, Sales Distribution at the Warren Truck Assembly Plant, excluding confidential employees, guards and supervisors as defined in the Act, all employees in existing bargaining units and all other employees.

All office-clerical employees in Department 4000-Purchasing at the Warren Office Building, Dodge Truck Operations on Classifications III-Clerk Junior II and 136-Stenographer, but excluding all managerial, technical and professional employees, secretaries to executive and department heads, however classified, other confidential employees, guards and supervisors as defined in the Act, and all other employees.

2. All salaried office-clerical employees at the Company's Assembly Plant at Belvidere, Illinois excluding all employees in the following departments: Plant Manager (0100), Medical (0400), Plant Protection (0500), Industrial Engineering (3100), Quality Control and Inspection (3200), Manufacturing Engineering (3400), Purchasing (4000), Personnel (5000 and 5100), Product Engineering (6000), Body-in-White (9110), Paint (9130), Trim (9150), Cushion (9160), Chassis (9171), Final Assembly (9172), Vehicle Conditioning (9190) and excluding Clerks-

CE  
11-27-19  
RP  
CDD

6

11/26/19  
GP  
DHA

Superintendent's (Classification 236), secretaries to executives and supervisors, confidential employees, technical employees, all employees on executive or management payrolls, professional employees, guards and supervisors as defined in the Act and all employees covered by Collective Bargaining Agreements.

All full-time Administrative Assistants employed by the Employer at its FCA Assembly Plant located in Belvidere, Illinois; but excluding all other employees, confidential employees, guards and supervisors as defined in the Act.

All full-time and regular part-time budget & financial analysts employed by the Employer at its Belvidere, IL facility; but excluding professional employees, confidential employees, per diem employees, guards and supervisors as defined in the Act, and all other employees.

3. All office and clerical employees in the Stamping, Assembly and Diversified Operations Group Production Control and in Departments 3370 and 3380 of the Company's Scheduling Releasing and Change Control Office at Highland Park (Production Programming and Material Control) including those employees classified as Classifications 100-Coding Clerk, 136-Stenographer, 144-Typist, 220-Auditor Planning, 223-Schedule Man Planning, 224-Specifications Man Planning; but excluding all secretaries to executives, technical, professional, confidential employees, guards, and supervisors as defined in the Act.

All employees in the (Reproduction and General Services) Office Equipment Department in the Office Services Building, 401 Connecticut Avenue, Highland Park, Michigan, excluding confidential clerks and secretaries to executives and supervisors, group leaders, foremen, and all other supervisors as defined in the National Labor Relations Act as amended; and all employees in the Central Mailing, Central files, Stationery, Stationery Production and Advertising Stock Department in the Office Services Building and Conant Plant No. 4 excluding courtesy drivers, confidential clerks and secretaries to executives and supervisors, group leaders, foremen, and all other supervisors as defined in the National Labor Relations Act, as amended.

All Key Punch Operators (Classification No. 122), Tabulating Machine Operators (Classification No. 137), and EDPM Console Operators (Classification No. 156) in the (Tech Computer Operations) Data Processing section of Department 0800, Product Planning and Development Staff located at Employer's Plant No. 1200, 12800 Oakland Avenue, Highland Park, Michigan, but excluding guards and supervisors as defined in the Act and all other employees.

All office-clerical employees in Department 3773 Chrysler Center on Classification 140 - Telephone Operator, but excluding supervisors as defined in the Act and all other employees.

All office and clerical employees of the Automotive Sales Group located in the Walter P. Chrysler Building and Building 401, Highland Park, Michigan, in Departments 8110, 8160, 1350, 1351, 1352, 1353 and 1214 including employees classified as Clerk-Junior II (110), Clerk-Senior II (114), Clerk-File (121), Typist-Transcribing (143), Typist (144), and Clerk-Mail (411) in Department 8110, Customer Relations; employees classified as Stenographer (136) in the Files and Microfilm Section, Department 8110; employees classified as Correspondent-Technical (118) and Typist (144) in the Dealer and Owner Correspondence Section of Department 8160, Warranty Systems and Publications; employees classified as Clerk-General I (111) and Sales Programming Analyst (316) in Department 1350, Options & Accessories Programming; employees classified as Clerk-General I (111) in Department 1351, Vehicle Programming; employees classified as Clerk-Senior II (114), Stenographer (136) and Sale Programming

C 2  
11-27-19

*[Handwritten signature]*

7

11/26/19  
GP *[Handwritten signature]*

Analyst (316) in Department 1352, Program Coordinating and Scheduling; employees classified as Clerk-General I (111) in Department 1353, Program Services & Planning; employees classified as Driver-Pick-Up (417) in Department 1214, Administration; excluding technical employees, secretaries to department heads and executives, group leaders, receptionists, chauffeurs, guards and supervisors as defined in the Act, and all other employees.

All salaried employees engaged in Warranty Claims Operations at Chrysler Center excluding all employees on the executive and management payrolls, professional, technical, confidential employees and the secretary to the Manager of Warranty Claims (or equivalent position) or higher supervision, guards and supervisors, and all other employees.

All full-time and regular part time graphics support specialists and corporate services coordinators in department 1607 and corporate services coordinators and special events coordinators in department 1549 employed by the Employer at its facility located at 1000 Chrysler Drive, Auburn Hills, Michigan: but excluding all managers, confidential employees, and guards and supervisors as defined in the Act, and all other employees.

All office-clerical employees on Classifications 121E and 143E in Department 8110 Building 401, Highland Park, Michigan, but excluding all managerial, technical and professional, secretaries to executive and department heads, however classified, other confidential employees, guards and supervisors as defined in the Act, and all other employees.

All office-clerical employees in Departments 1210, 1211, 1213 and 1214 at the Employer's Automotive Sales Group located at Highland Park, Michigan, including the following classifications: Accountant (Class. 025), Bookkeeper-Senior (Class. 033), Bookkeeper-Junior (Class. 034), Clerk-Expense Audit (Class. 036), Clerk 1-Field Car (Class. 037), Clerk Property Accounting (Class. 038), Cashier (Class. 051), Clerk-Invoice (Class. 057), Clerk-General I (Class. 111), Clerk-General II (Class. 112), Clerk-Senior I (Class. 113), Comptometer Operator (Class. 116), Bookkeeping-Machine Operator (Class. 120), Stenographer (Class. 136), Typist (Class. 144), Chauffeur, except Executive Chauffeur (Class. 416), Multilith Operator (Class. 425); but excluding all technical employees, professional employees, confidential employees, secretaries, employees on executive and management payrolls, employees currently covered by Collective Bargaining Agreements, guards and supervisors as defined in the Act, and all other employees.

All office-clerical employees classified as Factor and Formula Analyst-Staff (Classification 302) in the Program Coordinating and Scheduling Department (1352) of Chrysler's Automotive Sales Group located in Building 243, 341 Massachusetts, Highland Park, Michigan, but excluding technical employees, professional employees, guards and supervisors as defined in the Act and all other employees.

All office and clerical employees employed by the Employer in Department #1251-Data Processing and Preparation, on the following classifications: #111-Clerk-General I, #122-Key Punch Operator-Senior, and #122E-Key Punch Operator-Leader; but excluding all managerial, technical and professional employees, secretaries to executive and department heads, however classified, other confidential employees, guards and supervisors as defined in the Act, and all other employees.

4. All office and clerical employees of FCA, Detroit, Michigan, in the office and plant of the Jefferson North Assembly Plant, including payroll clerks, cost clerks, timekeepers, the factory cashier, telephone operators, employees in the office service department, spare-parts men, and the staff employees in the sales department, but excluding employees of the

CE  
11-27-19

B

11/26/19  
GP DHA

Company's general office at Highland Park who are temporarily housed at the Jefferson North Assembly Plant; employees included in any bargaining unit previously found to be appropriate by the Board; employees who spend a major portion of their time outside the continental United States; all employees in the labor relations, employment, mutual aid, medical, safety, and time study departments; foremen's clerks; all secretaries to the heads of departments, divisions or groups; the head of the planning division; and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

All photographers in Department 32 of FCA's, Jefferson North Assembly Plant, excluding supervisory employees, guards and all other employees.

All office and clerical employees in Department 3200, Pre-Production Sampling and Department 9000, Production Control, of the Clairpointe Pre-production Plant, excluding technical employees, professional employees, confidential employees, secretaries to executives, guards and supervisors as defined in the Act.

All salaried clerical employees at the FCA Jefferson North Assembly Plant, Detroit, Michigan, classified as Clerk-Superintendent's (Classification 236); but excluding all supervisors as defined in the Act and all other employees.

5. All full-time and regular part-time clerical and technical employees in Claims Processing and Dealer/Customer Relations (Dept. 1520) and Contract Processing (Dept. 1530) at the Employer's facility located at 901 Wilshire Drive, Troy, Michigan; but excluding all secretaries, management trainees, confidential employees, managerial personnel, professional employees, guards and supervisors as defined in the Act, and all other employees.

6. Unit A: All salaried office and clerical employees of Chrysler at the Eldon Avenue (Detroit) Axle Plant, 6700 Lynch Road, Detroit, Michigan, including the receptionist, matron and groundskeeper, but excluding all employees in the Labor Relations, Superintendent (except the receptionist), Employment, Time Study, Safety, Medical, Plant Engineering, By Products, Purchasing, and Engineering Contact Departments, the factory auditor, assistant factory auditor, cashier, planning superintendent, assistant planning superintendent, chief inspector, assistant chief inspector, master mechanic, department heads and assistant department heads in the Accounting Division, foremen and group leaders (including W. Muller and Mahlon Wilcox), secretaries to the factory auditor, planning superintendent, chief inspector, master mechanic, traffic supervisor, and tool supervisor, all confidential clerks (including Harvey Nelson, Aloysius Kavanaugh and Ritz Stimetz), all professional employees (including the technical specialists, tool designers, detailers, tool trouble men, tool engineers, learners of technical operations and tool cost investigators), and all supervisors and assistant supervisors and all other supervisors as defined in Section 2(II) of the Act, as amended.

7. All office-clerical employees including timekeepers at the Mack Avenue Engine Plant I and Mack II Engine Plant, excluding employees in personnel and labor relations, superintendence, employment, time study, budget, group insurance, safety, medical, statistical, treasury, compensation, purchasing, restaurant stores and resident engineering departments; special assignment classification 923, executives, department heads, supervisors, assistant supervisors, foremen, and their secretaries, confidential clerks, group leaders, professional and technical employees, factory cashier, quality inspectors, all hourly-rated clericals, guards, all other supervisory employees as defined in the Act, and all other employees.

CE  
11-27-19

9

11/26/19  
GP DHA

8. All office and factory clerical employees, located at the Trenton Engine Complex, 2000 Van Horn Road, Trenton, Michigan, excluding all employees in the following departments: Labor Relations, employment, superintendence, time study, welfare medical, purchasing, plant contact engineering, pricing; and excluding all staff men and special assignment men, cost estimators, all technical and professional employees, all employees in existing bargaining units, all confidential clerks and secretaries to executives, superintendents, supervisors and assistant supervisors, guards and supervisors as defined in the Act.

9. All full-time and regular part-time console operators, key punch operators, clerks and parts orderers-depot, employed by the Employer at its Carrollton, Dallas Parts Depot Distribution Center.

10. All salaried office-clerical employees at FCA Kokomo Transmission Plant at 2401 South Reed Road, Kokomo, Indiana and Indiana Transmission Plant at 3661 N. County Road, S.E., Kokomo, Indiana, but excluding all employees in the following departments: Personnel (0040), Medical (0150), Plant Manager (0070), Industrial Engineering (0090), Budget and Analysis (0130), Resident Engineering (0510), Central Purchasing (4000), and all secretaries and stenographers to executives and supervisors, confidential employees, professional employees, technical employees, all employees on executive and management payroll, guards and supervisors as defined in the Act, and all employees covered by existing Collective Bargaining Agreements.

All salaried clerical employees at the FCA Kokomo Transmission Plant, 2401 South Reed Road, Kokomo, Indiana, Indiana Transmission Plant I, Indiana Transmission Plant II and Tipton Transmission Plant classified as Clerk Superintendent's (Classification 236), Record Man Machinery and Equipment (Classification 219) and Follow-Up Man-Tooling and Non-Productive Materials (Classification 238); but excluding supervisors as defined in the Act and all other employees.

All full time Registered Nurses employed by the Employer at its Kokomo, Indiana facility and Indiana Transmission Plant; but excluding all other employees, and all guards and supervisors as defined in the Act.

11. All office-clerical employees in the Accounting Department (0010), Production Control Department (0100), Shipping and Receiving Department (0190), Quality Control Department (0270), and the Non-Production Material Control Department (0330), at the FCA Kokomo Casting Plant located at 1001 East Boulevard, Kokomo, Indiana, but excluding all secretaries and stenographers to executives and supervisors, confidential employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

12. All office and clerical employees at FCA Toledo Machining Plant including telephone operators, rate clerks, factory clerks, timekeepers and checkers, but excluding all executives, department heads and their secretaries and stenographers; all employees, on the management payroll, professional employees, technical employees, confidential employees, superintendent's clerks; all employees in the following departments: Budget (1300), Personnel (5000), Plant Manager (0100), Industrial Engineering (3100), Resident Engineering (6000), guards and supervisors as defined in the Act.

All Clerk-Superintendents (Classification 236) in Departments (0100) and (3420) at FCA's Toledo Machining Plant located at Perrysburg, Ohio, but excluding all managerial, technical and professional employees, secretaries to executives and department heads,

CE  
11-27-19  
[Signature]

10

11/26/19  
GP DHA

however classified, other confidential employees, guards, and supervisors as defined in the Act, and all other employees.

13. All office and clerical employees of the Corporation at the High Tech Center (ODMTC) Detroit, Michigan, excluding all executive, supervisory and professional employees, all secretaries to executives, supervisors, and buyers; all confidential department clerks; all employees in Departments 7 and 307 (Superintendence); 4 and 304 (Labor Relations); 8 and 308 (Employment); 9 and 309 (Time Study); 14 and 314 (Safety); 315 (Medical); 24 and 324 (Plant Protection); 26 (Training); 38 and 338 (Laboratory); 350 (Plant Engineering); 52 (Product Research); 59 (Jig and Fixture Production Maintenance); 102 (Sealer, Spray, Sand and Enamel Spray); 445 (Production Engineering); 483 (Internal Styling); 634 (Division Comptroller); and 312 (Insurance) except general insurance clerks at Mack Avenue Stamping, Vernor Tool and Die and Vernor Trim Plants, and excluding also the employees of Departments 1 and 301 (Factory Accounting) who were in former Departments 506 (Auditing) and 507 (Cashier); cycle projection men in Departments 10 and 310 (Follow Up); the employees of Departments 21 and 321 (Miscellaneous Shipping), who were in former Department 107, the contact inspectors in Department 27 (Inspection); engineers estimating A, B and C, estimators-tool, estimators-engineering changes, estimators and leaders who were in former Department 501 (Estimating) and employees of the Master Mechanics Division in Departments 28 and 328 (Machine and Tool Layout) except employees who were in former Department 88 (Liaison Engineering); leaders and yard-masters in Department 306 (Traffic); the vendor contact and liaison man in Department 57 (Sheet Metal and Drop Forge Die); all buyers in Department 345 (Purchasing); contact engineers and development engineers in Department 444 (Experimental); driver schedule man and accident insurance write up man in Department 514 (Central Transportation) and all employees now included in collective bargaining units.

14. All salaried office and clerical employees, timekeepers and time checkers at the FCA Warren Stamping Plant, 22800 Mound Road, Warren, Michigan excluding all employees in the labor relations, superintendence, employment, budget and time study, safety and medical departments, executives, foremen, confidential secretaries to executives and supervisors, professional employees, confidential clerks, guards and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

15. All salaried office-clerical employees at the FCA Sterling Stamping Plant at 35777 Van Dyke Road, Sterling Heights, Michigan excluding all employees in the following departments: Personnel (5050), Plant Manager (0150), Industrial Engineering (3060), Budget (1060), Plant Engineering (3601), Die Room (3505), Jig and Fixture (3504), Large Press (9740), Panel Assembly (9760), Master Mechanics (3501), Machine Repair (3502), Janitor (3602), Power House (3604), Maintenance (3610), Plant Protection (5051), Resident Engineering (6050), Die Set (9745), Small Press (9750), Miscellaneous Assembly (9770), Quality Control (3210), and Classification 115, Clerk in Production Engineering Department (3405), and all secretaries and stenographers to executives and supervisors, confidential clerks, professional employees, technical employees, all employees on executive and management payrolls, guards and supervisors as defined in the Act, and all employees covered by Collective Bargaining Agreements.

All salaried office-clerical employees at the FCA Sterling Stamping Plant at 35777 Van Dyke Road, Sterling Heights, Michigan, in the following departments and classifications: Clerk-Junior II (Classification 110) in Materials Control (3361), Die Room (3505); Stenographer (Classification 136) in Production Engineering (3405); Clerk-Project and Authorization (Classification 043) in Production Engineering (3405); Clerk Superintendent's (Classification

CE  
11-27-19  
P  
CNO

11

11/26/19  
CP  
DAA

236) in Quality Control (3210), Material Control (3361), Production Engineering (3405), Jig and Fixture (3504), Die Room (3505), Maintenance (3610), Large Press (9740), Panel Assembly (9760); Clerk-Senior III (Classification 115) in Production Engineering (3405); but excluding all secretaries to executives and supervisors, confidential employees, professional employees, technical employees, all employees on executive and management payrolls, guards and supervisors as defined in the Act, all employees currently covered by Collective Bargaining Agreements and all other employees.

All full time and regular part time secretarial employees employed by the Employer at its facility located at 35777 Van Dyke, Sterling Heights, Michigan, but excluding all managerial employees, confidential employees, professional employees, guards and supervisors as defined in the Act and all other employees.

16. All office, clerical and salaried employees including salaried group leaders of the Parts Division, located at the FCA Center Line facility at Center Line, Michigan, excluding executives, staff men managers, assistant managers, superintendents, assistant superintendents, department heads, assistant department heads, foremen, professional, technical and confidential employees, any employees who report directly or through their supervisor to the Personnel Manager, any employees in the Administrative Analysis Department (including employees in the Planning and Analysis Section), analysts in the Accounting Procedures Section or the E.D.P.M. Procedures Section of the Systems and Procedures Department, staff analysts and audit clerks in the General Ledger Section of the General Accounting Department, analysts in the Plant Budget Section of the Plant Accounting Department, analysts in the Division Budget Department, any employees in the following classifications in the Comptroller's Division: Systems and Procedures Analysts, E.D.P.M. Systems Analysts, Internal Auditors, Government Contract Price Coordinator, Price Analyst, Budget and Cost Analysts; the following classification in the Sales Operations Division: Copywriters, Product Planning Remanufacturing Specialists, Financial Analysts, Staff Assistants, Operations Analysts, Sales Specialists, Government Sales Representatives, Sales Promotion Specialists, Retail Operations Specialists; and the following classifications in the Administrative Analysis Department: Procedures Analysts and Inventory Analysts, all secretaries (whether classified as clerks, typists, stenographers or secretaries) to Department Managers (including the Plant Accountants, the Manager of Wholesale Planning and Development and the Assistant Manager of the Field Sales Department, the Master Mechanic) and to all higher supervision, and secretaries (however classified) to the Merchandising Staff Coordinator, the Merchandising Supervisor and one secretary to the Sales Promotion Supervisor in the Merchandising Department, to the Supervisor of Maintenance, to the General Foreman-Warehousing, and to the Chief Inspector and excluding all employees in the Purchasing Department. Except as hereinbefore provided, the status of employees as being included in the bargaining units or excluded herefrom shall remain as prior to January 31, 1961.

All office-clerical employees in the Purchasing Department (3500) of the Parts Division Office, located at 25999 Lawrence Avenue, Center Line, Michigan, classified as Stenographer (Classification 136), Clerk Junior II (Classification 110), and Typist (Classification 144), excluding secretaries, confidential employees, employees on executive and management payrolls, technical employees, supervisors and guards as defined in the Act, employees covered by Collective Bargaining Agreements, and all other employees.

17. All salaried and hourly-rated office workers of the Company at its Marysville Parts Depot Distribution Center, including timekeepers, telephone and teletype operators, salaried group leaders, and mail clerks, but excluding supervisory employees, engineers, all employees in the labor relations department and the employment department, all employees in the time

CE  
11.27.19 JDM

12

11/26/19  
GP JHA

study, methods, and budget department (except secretarial employees), credit men, professional employees, draftsmen, package engineers, and the confidential secretaries to executives, heads of departments and foremen.

18. All office-clerical employees employed at FCA's New York Parts Depot Distribution Center, which has a mailing address at P.O. Box 600, Tappan, New York; excluding all professional employees, confidential employees including the secretary to the depot manager, technical employees, guards and supervisors as defined in the Act, employees in existing bargaining units, and all other employees.

19. All salaried office-clerical employees at FCA's Boston Parts Depot Distribution Center, Speen Street, Natick, Massachusetts, excluding all secretaries and stenographers to executives and supervisors, confidential clerks, professional employees, technical employees, all employees on the executive and management payrolls, supervisory trainees, guards and supervisors as defined in the Act, and all employees covered by Collective Bargaining Agreements.

20. All office-clerical employees in the following classifications: Clerk-Junior II (110), Clerk, General I (111), Clerk, General II (112), Clerk, Senior II (114), Key Punch Operator (122), Drum Calculator Operator (150), E.D.P.M. Auxiliary Equipment Operator (155) and Parts Order Man-Depot (380) at FCA's Denver Parts Depot Distribution Center, 5150 Colorado Boulevard, Denver, Colorado, but excluding all professional employees, confidential employees, managerial employees, technical employees, secretaries, employees on the management and executive payrolls, guards and supervisors as defined in the Act, employees covered by Collective Bargaining Agreements and all other employees.

21. All office-clerical employees of the Employer's Orlando, Florida Parts Depot Distribution Center located at 8000 S. Orange Blossom Trail, Orlando, Florida; excluding all technical employees, professional employees, secretaries to executives and department heads, other confidential employees, guards and supervisors as defined in the Act, and all other employees.

22. All office-clerical employees employed at FCA's Los Angeles Parts Depot Distribution Center, 1600 East Orangethrope Avenue, Fullerton, California; excluding all managerial employees, confidential employees, including the secretary to the depot manager, professional employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

23. All office-clerical employees employed at FCA's Minneapolis Parts Depot Distribution Center, 13005 Highway 55, Plymouth, Minnesota; excluding all managerial employees, technical employees, confidential employees including the secretary to the Depot Manager, professional employees, guards and supervisors as defined in the Act and all other employees.

24. All salaried office-clerical employees employed at FCA's Interplant Transportation Terminal (FCA Transport, Inc.) located at 8555 Lynch Road, Detroit, Michigan, including billing clerk, bookkeeper, invoice clerk, dispatchers, and one clerk in Department 1000, but excluding all clerks and secretaries to supervisory and management personnel (including clerks to Maintenance and Operation Superintendents), employment interviewer-qualifier, technical employees, confidential employees, professional employees, all employees on the executive and management payrolls, guards and supervisors as defined in the Act, and all other employees.

CE  
11-27-19

13

11/26/19  
GP JHA

25. All office-clerical employees of Chrysler's Export-Import Division (currently designated as International Supply Operations) at the Wyoming Plant, 6000 Wyoming Ave., Detroit, Michigan, including leaders, but excluding all employees in the following departments: General Manager (0100); U.S. Fleet and Special Sales (2000, 2100, 2200); Simca Sales (2600 and 2700); Maintenance and Powerhouse (3450, 3460); Engineering and Product Planning (6000); Overseas Manufacturing Services (7100); Maintenance and Boxing Engineering (8040); Industrial Engineering (8050); Quality Control (8060); Personnel (8700); Laboratory (6300); Manufacturing Super (8800); the Financial Analysis and Financial Statements Sections of Accounting departments (1010, 1110) and Price and Financial Analysis departments (1050, 1150); Price Study Men, Accountants, E.D.P.M. Application Specialists, Translator-Technical, Interpreters, Translators, Trainees, all employees on the executive and management payrolls; technical, confidential and secretarial employees; professional employees, guards and supervisors as defined in the Act; all employees covered by Collective Bargaining Agreements, and all other employees.

26. All full-time and regular part-time console operators (classification 15600) employed by the Employer at its Sterling Heights Assembly Plant assigned to location 1100, department 1758, and all clerical employees employed by the Employer in the production control department (department 3300) of the Sterling Heights Assembly Plant; but excluding all secretaries and clerks to supervisors, per diem employees, confidential employees, managerial personnel, professional employees, guards and supervisors as defined in the Act, all employees covered by Collective Bargaining Agreements and all other employees.

All administrative assistants/material clerks employed by the Employer in Departments 9110, 9130, 9150 and 3330 at its Sterling Heights Assembly Plant facility located at 38111 Van Dyke, Sterling Heights, Michigan; but excluding professional employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

27. All office-clerical employees employed at FCA's Cleveland Parts Depot Distribution Center located at 9777 Mopar Dr, Streetsboro, Ohio but excluding all managerial employees, confidential employees, including the secretary to the Depot Manager, professional employees, guards, and supervisors as defined in the Act and all other employees.

28. All full-time and regular part time office and clerical employees at the Milwaukee Parts Distribution Center: but excluding all confidential employees, the Office Administrator, Clerk to the Warehouse Manager, the Treasury/Payroll Clerk, all other employees, guards and supervisors as defined in the Act.

29. Unit A: All salaried office and clerical employees of FCA at the Marysville Axle Plant, Marysville, Michigan, including the receptionist, matron and groundskeeper, but excluding all employees in Labor Relations, Superintendent (except the receptionist), Employment, Time Study, Safety, Medical, Plant Engineering, By Products, Purchasing, and Engineering Contact Departments, the factory auditor, assistant factory auditor, cashier, planning superintendent, assistant planning superintendent, chief inspector, assistant chief inspector, master mechanic, department heads and assistant department heads in the Accounting Division, foreman and group leaders, (including W. Muller and Mahlon Wilcox), secretaries to the factory auditor, planning superintendent, chief inspector, master mechanic, traffic supervisor, and tool supervisor, all confidential clerks (including Harvey Nelson, Aloysius Kavanaugh and Ritz Stimetz), all professional employees (including technical specialists, tool designers, detailers, tool trouble men, tool engineers, learners of the technical operations and tool cost

CE  
11-27-19  
JF  
CJD

14

11/26/19  
GP DHA

investigators), and all supervisors and assistant supervisors and all other supervisors as defined in Section 2 (II) of the Act, as amended.

30. All office and factory clerical employees, located at the Trenton Engine Complex, Trenton, Michigan, excluding all employees in the following departments: Labor Relations, employment, superintendence, time study, welfare medical, purchasing, plant contact engineering, pricing; and excluding all staff men and special assignment men, cost estimators, all technical and professional employees, all employees in existing bargaining units, all confidential clerks and secretaries to executives, superintendents, supervisors and assistant supervisors, guards and supervisors as defined in the Act.

31. All office-clerical employees of FCA's Atlanta Parts Distribution Center, excluding all managerial employees, confidential employees including the secretary to the Depot Manager, professional employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

32. All office-clerical employees of FCA's Winchester Parts Distribution Center, excluding all managerial employees, confidential employees including the secretary to the Depot Manager, professional employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

33. All office-clerical employees of FCA's Romulus Parts Distribution Center, excluding all managerial employees, confidential employees including the secretary to the Depot Manager, professional employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

In addition, pursuant to and to the extent permitted by applicable provisions of the National Labor Relations Act, as amended, the Company shall recognize the Union as the exclusive representative of all employees at U.S. plants listed in Schedule "A" appended to the Office and Clerical Agreement dated ~~October 22, 2015~~ November xx, 2019 which are reopened by the Company.

\*If it is considered that the above descriptions differ from the original National Labor Relations Board certifications or the initial agreements between the parties describing the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification by the National Labor Relations Board.

11/26/19  
GP  
DHA

CE  
11.27.19  
JP  
AD

15



FIAT CHRYSLER AUTOMOBILES

Schedule A

(004) Schedule A - Engineering

APPENDIX  
SCHEDULE "A"

Bargaining Units referred to in Section (1) of the National Engineering Agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and certain of its Local Unions dated ~~October 22, 2015~~ November xx, 2019.

1. All employees in the passenger car chassis, passenger car body, truck body, truck body and chassis, electrical designing or drafting and research development division of the Product Planning and Development Staff of Chrysler, who are employed in the classifications of body drafting learner, body detailer, body minor layout, body panel detailer, body full-size layout, body designer, checker body drafting, chassis drafting learner, chassis drafting detailer, chassis layout, chassis designer, chassis checker, clay modeler, metal layout and checker, wood layout and checker, engineering record clerk, engineering contact man, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, body designers on styling in Department 468, and all other employees.

All blueprint feeders and trimmers, blueprint machine operators, photostat operators, the multilith operators in Department 443; file clerks in the Product Planning and Development Staff Tracing Vault; blueprint file clerks in the drafting departments, whose primary duties including the maintaining of blueprint files for said drafting departments and the delivery of prints and tracings to and from the blueprint department, at the Product Planning and Development Staff, Chrysler Corporation, Highland Park, Michigan excluding employees presently covered by Collective Bargaining Agreements and all other employees and supervisors as defined in Section 2 (II) of the Act, as amended.

All Engineering Clerical Employees in Departments 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, but excluding all Professionals, Guards, Supervisors as defined in the Act and all employees covered by Collective Bargaining Agreements.

2. All mechanical and experimental technicians, experimental mechanics, laboratory assistants, inspectors interplant contact and pickup men, and storekeepers at the Product Planning and Development Staff, Highland Park, Michigan, including, but without limitation thereto, all such employees in those departments of Product Planning and Development Staff,

LE  
11-27-19  
[Signature]

16

11-26-19  
GP DHA

of Chrysler designated as Departments 445, 455, 456, 457, 458, 459, 460, 462, 463, 469, 470, 471, 474, 475, 476, 477, 481, 482, 483, 487, 491, 493, 494, 496, and 498, excluding employees in Department 443 and all other clerical employees, road test leaders, professional employees, guards, and supervisors.

All full-time and regular part-time technical employees employed by the Employer at its facility located at 12000 Chrysler Drive, Highland Park, Michigan, in Weight and Complexity Objectives Department 2190; and in Design Aids, Departments 5970 and 5980; but excluding all office clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors as defined in the Act, all other employees covered by existing Collective Bargaining Agreements, and all other employees.

All full-time Engineering Development technicians, Engineering Laboratory technicians, laboratory test equipment coordinators and Product Systems & Development specialists employed by the Employer at and out of its facility located at 800 Chrysler Drive East, Auburn Hills, Michigan in departments 0320/0340/9860, 3140, 3210, 3270, 3680, 4660/4940, 4740/4780, 4610, 5130, 5140, 5160, 5320, 5480, 5660, 5810, 5820, 5830, 7110, 7710, 7820, 9020, 9030, 9150, 9160, 9230, 9320, 9340, 9580, 9610, 9620, 9710, 9720, 9730; but excluding office and clerical employees, guards and supervisors as defined in the Act.

All technical employees in Product Engineering Department 2010, Car Assembly Group, located at Hamtramck Assembly Plant, 7900 Joseph Campau, Hamtramck, Michigan (currently located at Chrysler Center, Highland Park, Michigan), including Laboratory Scheduling man (Classification 068), Chemists or Metallurgists-Manufacturing (Classification 203-203e) Designer-Tool and Die "A" (Classification 204-A), Technicians-Laboratory Engineering A (Classification 541), Functional Test Technicians (Classification 570) and Project Technicians (Classification 577), excluding office clerical employees, professional employees, confidential employees, employees on executive and management payrolls, supervisory employees and guards as defined in the Act, employees under existing Collective Bargaining Agreements, and all other employees.

All full-time Engineering Technicians employed by the Employer at its facility located at 14250 Plymouth Road, Detroit, Michigan, in departments 1820 and 8520, but excluding office clerical employees, managerial employees, guards and supervisors as defined in the Act.

All regular full-time engineering technicians and storekeepers employed by the Employer at its facility located at 14250 Plymouth Road, Detroit, Michigan, in Departments 1130, 1410, 1560, 2990, 5710, 5720, 5730, 5750, 5760, 5770, 5780, 5790, 5920, 5930, 8169, 8420 and 1200, 1840, 1950, 2930, 5740, 5940, 8490, 8580, 8710, but excluding office and clerical employees, managerial employees, guards and supervisors as defined in the Act.

All full-time Reliability Technicians in Department 8166, employed by the Employer at its facilities located at 12501 Chrysler Freeway, Detroit, Michigan; but excluding office clerical employees, managerial employees, guards and supervisors as defined in the Act.

All full-time Engineering Photographers and Coordinators in Department 2060 employed by the Employer at its facilities located at the Featherstone Road Center, 2301 Featherstone Road, Auburn Hills, Michigan; Plymouth Road Office Complex, 14250 Plymouth Road, Detroit, Michigan; and Chrysler Technical Center, 800 Chrysler Drive, Auburn Hills, Michigan; but excluding office clerical employees, managerial employees, guards and supervisors as defined in the Act.

11-27-11  
CDD

17

11-26-19  
GP DHA

All full-time and regular part-time service engineers employed by the Employer in department 3237 at its Featherstone Road Engineering Center, 2301 Featherstone Road, Auburn Hills, Michigan: but excluding office clerical employees, confidential employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

All full-time and regular part time financial analyst specialists in Department 1204 employed by the Employer at its headquarters located at 800 Chrysler Drive, Auburn Hills, Michigan: but excluding all clerical, professional, managerial, supervisors and guard employees as defined in the Act, and all other employees.

3. At the Product Planning and Development Staff all model reproducers, model makers plastic, template makers-plastic shop, assemblers, die model builders, die model checkers, metal model body builders, painters-experimental, power hammer- model forming, shaper operators-die model, stencil makers-experimental, trimmers-experimental, welder-finishers-metal model shop, woodmill-experimental machine operators, woodworker-experimental models and forms, excluding office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act and all other employees.

4. All technical employees classified as Technical Specialist-Sales & Service (Classification 322) in the Customer Relations Section of Department 8110, Customer Relations, located in the Walter P. Chrysler Building, Highland Park, Michigan, (currently located in Center Line, Michigan), excluding all employees in the Legal and Government Section of Department 8111, office and clerical employees, supervisors, guards and professional employees as defined in the Act, and all other employees.

All special investigators in the Legal and Government Sections of Department 8110, Customer Relations, located at 26001 Lawrence Ave., Center Line, Michigan; but excluding office and clerical employees, supervisors, guards and professional employees as defined in the Act and all other employees.

5. All mechanics-drivers, stockkeepers, surveyor's instrument man, driver-car and truck, equipment operator A and B, grounds-keeper-maintenance and building service, groundskeeper-maintenance and building service leader, painter-test vehicles, machine operator-tool, die and maintenance and mechanic maintenance, at the FCA, Chelsea Proving Grounds, Chelsea, Michigan, excluding office clerical employees, professional employees, guards and supervisors as defined in the Act and all other employees.

All No. 564, Data Reduction Technicians and No. 565, Vehicle Test Technicians at the Chelsea Proving Ground, Chelsea, Michigan, excluding all office clerical, professional, confidential and management employees, guards and supervisors as defined in the Act and all other employees.

All regular full-time Engineering Photographers in Department 2040 employed by the employer at its facilities located at its Chelsea Proving Grounds, 3700 South M52, Chelsea, Michigan; but excluding all office and clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

6. All salaried technical employees at FCA's Assembly Plant at Belvidere, Illinois employed in Department 3400 (Manufacturing Engineering) on the following classifications: Engineer-Tool Engineering (Classification 211A and B), Engineer-Plant Engineering (Classification 218A and B), and Material Handling Analysts (Classification 228); but excluding office clerical employees, employees on management and executive payrolls, secretaries to

CS  
11-27-19

18

11-26-19  
GP DHA

executives and department heads, however classified, professional employees, confidential employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

All Industrial Engineers, but excluding all other employees, all guards and supervisors as defined in the Act.

7. All employees of the Jefferson North Assembly Plant of FCA, Detroit, Michigan who are employed in the Master Mechanics, Plant Engineering, and Engineering Research Divisions in the classifications of designer, detailer, tool, die and gauge engineer, checker, layout man, tool trouble man, tool follow-up man, draftsman, property officer, plant layout engineer, tool record clerk, engineering record clerk, material handling engineer, material handling analyst, tool estimator and learner, excluding all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees.

All salaried employees of the Jefferson North Assembly Plant of FCA who by chemical and metallurgical laboratory tests analyze the chemical and physical properties of the materials and supplies used in the manufacturing process for the purpose of maintaining a standard of their quality and including those who prepare standard laboratory solutions and samples for ordinary analysis and those who make routine and procedural tests and analysis and work under the general direction of the chemist or metallurgist; excluding clerical employees, supervisors and all other employees.

All cost estimators in Department 627, Cost Estimating, located at the Jefferson North Assembly Plant of FCA, excluding office clerical employees, confidential employees, supervisors, guards and all other employees. All Quality Control Clerks, Quality Control Analysts and Quality Control Engineers in Department 742, Quality Control, at the FCA US LLC, Jefferson North Assembly Plant excluding guards, supervisors as defined in the Act, and all other employees.

8. All full-time registered nurses employed at the Employer's Metropolitan Detroit plants, but excluding all physicians, office-clerical employees, managerial employees, technical employees, guards and supervisors as defined in the Act, and all other employees.

9. All employees of the Master Mechanics and Plant Engineering Departments of the Company's Warren Truck Assembly Plant at 21500 Mound Road, Warren, Michigan, including, but without limitation thereto, all estimators, designers, detailers, draftsmen, plant layout engineers, material handling engineer, follow-up man-tool engineering, and machinery and equipment record men, excluding clerical employees, confidential employees and supervisors as defined in the Act.

All quality control engineers, classification 215, employed by the Employer at its facility located at 21500 Mound Road, Warren, Michigan; but excluding office clerical employees, supervisors, guards and professionals as defined in the Act, and all other employees.

All Industrial Engineers, but excluding all other employees, guards and supervisors as defined in the Act.

10. All full-time drivers, driver-mechanics, stockhandlers and facility maintenance employees employed at the Employer's Arizona Proving Grounds facilities located in Yucca, Arizona; excluding office and clerical employees, secretaries, engineers, confidential

66  
11-27-19  
COP

19

11-26-19  
GP  
DHA

employees, professional employees, technical employees, guards and supervisors as defined in the Act and all other employees.

11. All engineering and technical employees in the Master Mechanics and Plant Engineering Departments of the Employer's Trenton Engine Complex, Trenton, Michigan, including tool engineers, tool-trouble men, tool and die designers, material handling engineers, quality control engineers, quality control analysts, tool follow-up men, draftsmen, machinery and equipment record men, technician engineering-development and learners, but excluding office clerical employees, factory clerical employees, guards and supervisors as defined in the Act, and all other employees.

12. All industrial engineers, including the positions of Manufacturing Expense Standards Engineer B, Methods and Standards Engineer A, and Methods and Standards Engineer Sr., plus, all employees in the classification of Analyst-Quality Control in Department 26; all employees in the classification of Investigator-Tool Costs, Engineer-Tool Engineering; all employees in the classification of Designer-Tool and Die in Department 32; all employees in the classifications of Technician-Laboratory Engineering and Chemist and/or Metallurgist-Manufacturing in Department 38; all employees in the classifications of Engineer-Manufacturing Engineering-Plant Engineering and Draftsman-Tool and Plant Engineering in Department 50 and employees in the classifications of Groundkeeper, Technician-Assembly and Test and Technician Engineering-Development and Console Operator (Classification 150) of FCA's, Kokomo Transmission Plant, Kokomo, Indiana and Indiana Transmission Plant I, Indiana Transmission Plant II, Tipton Transmission Plant, excluding all confidential employees, office clerical employees, plant clerical employees, professional employees, guards and supervisors as defined in the Act and all other employees. All salaried technical employees in Department 17 at FCA's Kokomo Transmission Plant located at 2401 South Reed Road, Kokomo, Indiana and Indiana Transmission Plant at 3661 N. County Road, S.E., Kokomo, Indiana, including Technicians-Engineering Development (Classification 575), and Chemist or Metallurgists-Manufacturing (Classification 203), excluding all office clerical employees, secretaries and clerks to supervisors and management personnel, confidential employees, professional employees, all employees on the executive and management payrolls, guards and supervisors as defined in the Act, all employees covered by Collective Bargaining Agreements and all other employees.

All Quality Liaison Engineers employed by the Employer at its Kokomo, Indiana facility and Indiana Transmission Plant, but excluding all other employees, and all guards and supervisors as defined in the Act.

13. All technical employees employed at FCA's Kokomo Die Cast Plant located at 1001 East Boulevard, Kokomo, Indiana, including Designer-Tool and Die "B" (Classification 204B), Detailer Tool and Plant Engineering (Classification 205), Draftsman-Tool and Plant Engineering (Classification 206), Engineers-Tool Engineering "A" (Classification 211A), Engineers-Tool Engineering "B" (Classification 211B), Analyst-Quality Control (Classification 214), Analyst-Quality Control (Classification 215), Analyst-Material Handling (Classification 228), Technician-Laboratory Engineering "A" (Classification 541) and Clerk Senior II (Classification 114), excluding all office clerical employees, secretaries and clerks to supervisors and management personnel, confidential employees, professional employees, all employees on the executive and management payrolls, guards and supervisors as defined in the Act, all employees covered by Collective Bargaining Agreements, and all other employees.

14. All salaried employees of Department 3414 Tool Engineering, Department 3415, Die Engineering, Department 3424, Die Room, and Department 3475, Tool Room of FCA's Toledo

GE  
11-27-19  
coll  
JP

20

11-26-19  
GP  
DHA

Machining Plant in the classifications of Tool, Die and Pattern Engineer, Tool Trouble Man, Tool and Die Designer, Learner, Tool Cost Investigator, Tool Contact Man, and Technician Engineering-Development, excluding clerical employees, confidential employees, guards and supervisors as defined in the Act. All employees classified Engineers-Plant Engineering (218A & B), Engineers-Material Handling (229), and Draftsman-Tool & Plant Engineering (206) in Plant Engineering Department 3440 at FCA's Toledo Machining Plant located at Perrysburg, Ohio, but excluding office clerical employees, professional employees, supervisory employees, confidential employees, guards, as defined in the Act, and all other employees.

All salaried technical employees classified as Technician-Laboratory Engineering A (Classification 541) and Chemist or Metallurgist-Manufacturing (Classification 203) in Resident Engineering (Department 6000), at FCA's Toledo Machining Plant located at Perrysburg, Ohio, who were employed during the payroll period ending June 27, 1971, excluding office clerical employees, employees on management or executive payrolls, professional employees, confidential employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

All Industrial Engineers employed by the Employer at its Perrysburg, Ohio facility located at 8000 Chrysler Drive, but excluding all other employees, guards and supervisors as defined in the Act.

15. All full-time and regular part-time engineers-quality control, analysts-quality control, engineers-tool engineering, A, B, and Specialists, and engineers-plant engineering A, B, and Specialists, employed by the Employer at its Sterling Heights, Michigan Assembly Plant, the only facility involved in this proceeding; but excluding confidential employees, managerial employees, guards and supervisors as defined in the Act and all other employees.

All regular full-time Industrial Engineers employed by the Employer at its facility located at 38111 Van Dyke, Sterling Heights, Michigan: but excluding clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

All regular full-time Material Handling Engineers and Hazardous Waste Management Specialists in Departments 3300 and 3400 employed by the Employer at its facility located at 38111 Van Dyke, Sterling Heights, Michigan: but excluding clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

16. All employees classified Engineer-Tool Engineering (211A and B), Trouble Man-Tool Engineering (241A and B), Designers-Tool and Die (204A and B), Engineers-Plant Engineering (218A and B) and Draftsman-Tool and Plant (206), in Department 2800 at Chrysler's Mound Road Engine Plant, 20300 Mound Road, Detroit, Michigan, Mack Avenue Engine Plant and Mack II Engine Plant, but excluding office clerical employees, professional employees, supervisory employees, confidential employees and guards as defined in the Act, and all other employees.

All technical employees at FCA's Mack I Avenue Engine Plant and Mack II Engine Plant in the following classifications and departments: Analyst-Quality Control (Classification 214) and Engineer-Quality Control (Classification 215) in Quality Control (0540); Technician-Laboratory Engineering A (Classification 541) in Resident Engineering (0510) and employees classified as technician engineering development; but excluding office clerical employees, employees on management and executive payrolls, professional employees, confidential employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

05  
11-27-71  
COP  
P

21

11-26-79  
GP  
DHA

17. All technical employees in Department 1070 (Quality Control) at Chrysler's Eldon Avenue (Detroit) Axle Plant located at 6700 Lynch Road, Detroit, Michigan, including Quality Control Analysts (Classification 214) and Quality Control Engineers (Classification 215), excluding office clerical employees, employees on management and executive payrolls, supervisors, professional employees, confidential employees, guards as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

18. Those engineering technical employees at the Chrysler Power Train Division Staff, 6565 East Eight Mile, Warren, Michigan, on classifications Tool Trouble Engineers (Classifications 241A and B), Plant Engineers (Classifications 218A and B), Designer-Tool and Die (Classifications 204A and B), Draftsman-Tool and Plant (Classification 206), and Tool Engineers (Classifications 211A and B), office and clerical employees on classification Data Processing Equipment Operators (Classification 162), but excluding all managerial employees, executives, trainees, professional employees, confidential employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

19. All salaried employees of the Company at the High Tech Center (ODMTC) Plant, Detroit, Michigan, in the Body Design Division, Die Design Division, Tool Design, the employees on 28-100 and 28-200 Badge Numbers, the draftsmen in 28 Department at the Eight Mile Stamping Plant, the Engineers-Estimating A, B and C, Estimators-Tool, Estimators-Engineering Changes and Estimators in Department 3270 (Machine and Tool Layout) at the Outer Drive and Eight Mile Stamping Plants, all technical employees in Department 3601, Facilities Engineering and all technical employees in Department 3210-Quality Control on Classification 215-Quality Control Engineer and Classification 214-Quality Control Analyst at the Mack Avenue Stamping Plant, the employees classified on classification 346 in 453 Department, the hourly-rate employees on classification 1198 in 444 Department at the Outer Drive Stamping Plant, the engineering clerical employees in the Trim Release group at the Outer Drive Stamping Plant and employees classified as parts programmer at the Vernor Tool and Die Plant, excluding all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and confidential clerical employees.

All employees classified as Tool Procurement Coordinator A (821) and Tool Procurement Coordinator B (822) in Department 3512, Tool Control and Reproduction and all technical employees in Departments 3410, Advance Manufacturing Engineering, 3405, New Model Scheduling and Reporting-Assembly and 3510, New Model Scheduling and Reporting-Stamping at Chrysler Corporation's Stamping and Assembly Division Manufacturing Engineering Office, 3675 E. Outer Drive, Detroit, Michigan 48234, but excluding managerial employees, office-clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act, employees in existing bargaining units and all other employees.

20. All employees in the classification of Engineer-Tool Engineer; Trouble Man-Tool Engineering; Manufacturing Engineering; Designer-Tool & Die; Record Man-Machinery and Equipment; and Follow-Up Man-Tooling and Non-Productive Material in Department 3501, Master Mechanic and Staff, and Department 3405, Production Engineering and Staff, and classification of Parts Programmer at the FCA Sterling Stamping Plant, Sterling Heights, Michigan, excluding confidential employees, office and plant clerical employees, professional employees, employees on the management and executive payrolls, guards and supervisors as defined in the Act, and all other employees.

CE  
11-27-19  
[Handwritten initials]

22

11-26-19  
GP  
DHA

All technical employees classified as Engineer-Quality Control (Classification 215) in Quality Control Engineering (Department 3211) at the FCA Sterling Stamping Plant at 35777 Van Dyke Road, Sterling Heights, Michigan, but excluding all office clerical employees, confidential employees, professional employees, employees on executive and management payrolls, guards and supervisors as defined in the Act, employees covered by Collective Bargaining Agreements and all other employees.

21. All salaried employees of the Master Mechanic and Plant Engineering Departments of the Warren Stamping Plant, FCA, 22800 Mound Road, Warren, Michigan, including tool, die and pattern engineers, material handling engineers, tool and die designers, draftsmen, detailers, tool follow-up men, engineering record clerks, and machinery and equipment record men, excluding clerical employees, confidential employees, and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

22. All engineering and technical employees of the Plant Engineering Department (960) and the Package Engineering Department (686) at the Parts Division, located at the Center Line facility at Center Line, Michigan, excluding office clerical employees, plant clerical employees, plant guards, confidential employees, all persons presently covered by Collective Bargaining Agreements and supervisors as defined in the Act.

All employees in the Master Mechanic's Department at the Parts Division, located at the Center Line facility at Center Line, Michigan, excluding clerks, typists, and stenographers who are covered by a separate Collective Bargaining Agreement, confidential employees, plant guards, and all supervisors as defined in the Act.

23. All technical employees in Department 1070 (Quality Control) at FCA's Marysville Axle Plant located in Marysville, Michigan, including Quality Control Analysts (Classification 214) and Quality Control Engineers (Classification 215), excluding office clerical employees, employees on management and executive payrolls, supervisors, professional employees, confidential employees, guards as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees. All technical employees classified as Clerk-Project and Authorization (Classification 043), Designer-Tool and Die A (Classification 204A), Detailer-Tool and Plant Engineering (Classification 205), Engineer-Tool Engineering B (Classification 211B), Engineer-Tool Engineering A, (Classification 211A), Investigator- Tool Costs (Classification 217), Engineer-Plant Engineering B (Classification 218B), Engineer-Plant Engineering A (Classification 218A), Engineer- Material Handling (Classification 229), Trouble Man-Tool Engineering B (Classification 241B), in Manufacturing Engineering (Department 0280) at FCA's Marysville Axle Plant located in Marysville, Michigan, but excluding office clerical employees, employees on management and executive payrolls, professional employees, confidential employees, guards and supervisors as defined in the Act, employees covered by existing Collective Bargaining Agreements and all other employees.

All Laboratory Technicians employed in Departments 0380-Metallurgical Lab, 0510-Resident Engineering Dept., and 1080-Gear Development Lab at FCA's Marysville Axle Plant, Marysville, Michigan; but excluding all managerial employees, office clerical employees, professional employees, confidential employees, trainees, guards and supervisors as defined in the Act, and all other employees.

24. All engineering and technical employees in the Master Mechanics and Plant Engineering Departments of the Employer's Trenton Engine Complex, Trenton, Michigan,

CE  
not in  
CD  
JP

23

11-26-19  
GP  
DHA

including tool engineers, tool-trouble men, tool and die designers, material handling engineers, quality control engineers, quality control analysts, tool follow-up men, draftsmen, machinery and equipment record men, technician engineering-development and learners, but excluding office clerical employees, factory clerical employees, guards and supervisors as defined in the Act, and all other employees.

In addition, pursuant to and to the extent permitted by applicable provisions of the National Labor Relations Act, as amended, the Company shall recognize the Union as the exclusive representative of all employees at U.S. plants, listed in Schedule "A" appended to the Engineering Agreement dated ~~October 22, 2015~~ November xx, 2019 which are reopened by the Company.

\*If it is considered that the above descriptions differ from the original National Labor Relations Board certifications or the initial agreement between the parties concerning the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification by the National Labor Relations Board.

CE  
11-27-19

24

11-26-19  
Gp DHA

## Modified Exhibits

25



FIAT CHRYSLER AUTOMOBILES

Exhibit C

(001) Exhibit C

**EXHIBIT C  
2015 2019 AGREEMENT REGARDING  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

Incorporated by reference in collective bargaining agreements dated ~~October 22, 2015~~  
September XX, 2019 between FCA US LLC and the UAW.

**(1) Continuation and Amendment of Plan**

The Company shall maintain the Supplemental Unemployment Benefit Plan which was attached as Exhibit D to the ~~2014 2015~~ collective bargaining agreements between the parties dated ~~October 22, 2015~~ September XX, 2019 and as amended per the 2009 Settlement Agreement for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, this Agreement and the Plan. In addition, the Plan shall be amended as of ~~October 22, 2015~~ September XX, 2019 (hereinafter referred to as the Effective Date) so that it shall read thereafter as set forth in Exhibit D, "Supplemental Unemployment Benefit Plan" (herein referred to as the Plan), attached hereto. Thereupon, the provisions of the Plan, as amended, shall be effective with respect to Weeks commencing on or after ~~October 22, 2015~~ September XX, 2019, except as otherwise specified in the Plan, as amended. The Company shall maintain the Plan, as amended, for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, the Plan.

**(2) Provisions in Event of Termination**

In the event that the Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement the Company's obligation to contribute to the Plan shall cease entirely. ~~the~~ The parties thereupon shall negotiate for a period of sixty (60) days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute under the Plan; if no agreement with respect thereto shall be reached at the end of such period, there shall be a general wage increase in the amount of the contribution rate then in effect but not less than twenty-two (22) cents per hour to all Employees covered by the "Collective Bargaining Agreement" as defined in Exhibit D. Such increase shall be applied to the base rates or incentive rates or salary grade, as the case may be, in the same manner that the improvement factor increase is made applicable under the Collective Bargaining Agreement, and effective as of the date of such termination.

**(3) Obligations During Term of Agreement**

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to, the Plan or this Agreement except as otherwise specifically agreed by the Parties in writing; or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement, and during such period no change in, deletion from, or

9/17/19  
PAB

210

9/10/19  
Straw

addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section (2) hereof, shall be an objective of, or a reason or cause for any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.

#### (4) Term of Agreement: Notice to Modify or Terminate

This Agreement and the Plan incorporated herein shall remain in full force and effect without change until ~~September 14, 2019~~ September XX, 2023 except as there may be a termination under any of the provisions of this Agreement or the Plan. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the provisions of the Collective Bargaining Agreements of which this Agreement is a part.

Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Plan.

Any notice under this Agreement shall be in writing and shall be sufficient, if to the Union, if sent by mail addressed to International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company in writing; and, if to the Company, to FCA US LLC, 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766 or to such other address as the Company shall furnish to the Union in writing.

#### (5) Governmental Rulings

(a) The amendments to the Plan which are provided for in Section (1) of this Agreement and which shall be implemented for Weeks beginning on and after ~~October 22, 2015~~ September XX, 2019, shall be subject to subsequent receipt by the Company of ruling States Internal Revenue Service and the United States Department of Labor holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that: (i) contributions to any Funds established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, as now in effect, or under any other applicable federal tax law; and (ii) the Funds under the Plan qualify for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code; and (iii) contributions by the Company to, and Benefits (except Automatic Short Week Benefits) paid out of the Funds are not treated as "wages" for purposes of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or Collection of Income Tax at Source on Wages, under Subtitle C of the Internal Revenue Code, (except as Benefits paid from the Funds are treated as if they were "wages" solely for purposes of Federal income tax withholding); and (iv) no part of any such contributions or of any payments made by the Company under the Plan are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee; provided, however, that if the rulings referred to in this Subsection (a) are unfavorable, and are unfavorable because of provisions of the Plan, as amended, regarding Automatic Short Week Benefits, this fact shall not delay the effective date of the other amendments to the Plan.

(b) In the event that any ruling described in Subsection (a) above as to the provisions of the Plan, as amended, regarding Automatic Short Week Benefits is not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company; or in the event that any state, by legislation or by administrative ruling or court decision, in the opinion of the Company: (i) does not permit Supplementation solely because of the provisions of the Plan, as amended, regarding Automatic Short Week Benefits; or (ii) in determining State System waiting week credit or benefits for a week, fails to treat as wages or remuneration, as defined in the law of the applicable State System, the amount of any Automatic Short Week Benefit paid for a Week which has one or more days in common with such State System week; or (iii) permits an Employee to start a waiting week or a benefit week under the law of the State System within a Week for which his Compensated or Available Hours, plus the hours for which an Automatic Short Week Benefit was

11K  
9/17/19  
FAB  
JP

27

907 9/10/14  
Shaw 9/10/14

paid to him, total at least 40; then, but in the latter cases only with respect to Employees in such state:

(1) the Supplemental Unemployment Benefit Plan shall be amended to delete such provisions of the Plan which are the subject of such ruling, legislation, or court decision;

(2) Automatic Short Week Benefits which would have been payable in accordance with such deleted provisions of the Plan shall be provided under a separate plan or plans incorporating as closely as possible the same terms as the deleted provisions;

(3) Automatic Short Week Benefits which may become payable under such separate plan or plans shall be paid by the Company.

(c) The Company shall apply promptly to the appropriate agencies for the rulings described in Subsection (a) of this Section.

(d) Notwithstanding any other provision of this Agreement or of the Plan, the Company, with the consent of the Director of the Chrysler Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to maintain any of the rulings referred to in Subsection (a) of this Section (5) of the Agreement. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in Exhibit D.

(e) This Agreement shall become effective on the ~~2015~~ 2019 Effective Date specified herein, provided the Company receives from the Union written notice that this Agreement and all collective bargaining agreements executed by the parties on the Effective Date, have been ratified by the Union.

#### **(6) Recovery of Benefit Overpayments**

If it is determined that any benefit(s) paid to an Employee under a FCA US LLC benefit plan incorporated under the Collective Bargaining Agreement or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such Employee and the Employee shall repay the amount of the overpayment.

If the Employee fails to repay such amount of overpayment promptly, the Company, on behalf of the applicable benefit plan, shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the Employee in the form of wages or benefits payable under a FCA US LLC benefit plan (excluding the FCA US LLC -UAW Pension Plan) incorporated under the Collective Bargaining Agreement or any Exhibits thereto.

#### **(7) Employees Hired on or After October 29, 2007**

Individuals hired on or after October 29, 2007 will be eligible for benefits as set forth in the provisions of the Memorandum of Understanding, UAW- FCA US LLC Employees Hired on or after October 29, 2007 Wage & Benefit Agreement, provided in the ~~2015~~ 2019 National Agreement.

WAK  
9/17/19  
FAR  
W

20

gza 9/10/19  
Shaw 9/10/19



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(001) ARTICLE I - Eligibility for Benefits**

**Article I  
ELIGIBILITY FOR BENEFITS**

**(1) Eligibility for a Regular Benefit and a Transitional Assistance Benefit**

An Employee shall be eligible for a Regular Benefit or a Transitional Assistance Benefit for any week beginning on or after ~~October 22, 2015~~ September xx, 2019, if with respect to such week he:

(a) was on a qualifying layoff, as described in Section (3) of this Article, for all or part of the week; and

(b) received a State System Benefit not currently under protest by the Company or was ineligible for a State System Benefit only for one or more of the following reasons:

(i) he did not have prior to layoff a sufficient period of employment or earnings covered by the State System; or

(ii) exhaustion of his State System Benefit rights; or

(iii) the number of days he worked in the week (for the Company and for any other employer(s)) plus the number of days in the week during which work was made available to him by the Company but not worked; or because his pay (from the Company and from any other employer(s)) for the week plus the amount of pay applicable to hours of work in the week made available to him by the Company but not worked equaled or exceeded the amount which disqualifies him for a State System Benefit or "waiting week" credit; or, because he was employed full time by an employer other than the Company; or

(iv) he was serving a State System "waiting week" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (iv) shall not apply to model change, plant rearrangement, inventory layoffs; layoffs of Employees covered by the National Office and Clerical and Engineering Agreements, except those laid off pursuant to Section (52)(b) (1) of each such Agreement; layoffs of Employees pending placement pursuant to the terms of Section (61)(d) of the National Production and Maintenance Agreement or corresponding sections of other Collective Bargaining Agreements between the Company and the Union; layoffs of Employees who refuse to exercise their seniority in order to displace junior Employees who are working; or layoffs resulting from temporary adjustments as provided in Sections (58)(c) and (62) of the National Production and Maintenance Agreement or corresponding sections of other Collective Bargaining Agreements between the Company and the Union; or

WJK  
11/23/19  
RFB  
W

29

11/20/19  
JF

(v) the Employee was on a qualifying layoff and the week served as a "waiting week" within the Employee's benefit year under the State System, or the week was a second "waiting week" within the Employee's benefit year under the State System, or was a State System "waiting week" immediately following a week for which the Employee received a State System Benefit, or occurring within less than 52 weeks since the Employee's last State System "waiting week"; or

(vi) he refused a Company work offer at a Plant which is in the same Labor Market Area and at which he has Seniority and which he had an option to refuse under the Collective Bargaining Agreement or which he could refuse without disqualification under Section (3)(b)(3) of this Article; or

(vii) he was on layoff because he was unable to do work offered by the Company while able to do other work in the Plant to which he would have been entitled if he had sufficient Seniority, or he was on a layoff because, although not totally disabled, he was physically unable to perform any work in his Bargaining Unit or Plant; or

(viii) he failed to claim a State System Benefit if by reason of his pay received or receivable from the Company for the week such State System Benefit would have amounted to less than \$2; or

(ix) he was serving on jury duty or was receiving pay for military service with respect to a period following his release from active duty therein or was on short term active duty of 30 days or less, for required military training in a National Guard, Reserve or similar unit or was on short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency; or

(x) he was entitled to retirement or disability benefits which he received or could have received while working full time; or

(xi) because of the circumstances set forth under Section (3)(b)(4) of this Article which existed during only part of a week of unemployment under the applicable State System; or

(xii) he was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny him a Benefit; or

(xiii) denied a State System benefit, and it was determined that he otherwise would have been qualified except that he failed to satisfy the state's claim filing or certification requirement and is otherwise qualified for a regular benefit; and

(c) has met any registration and reporting requirements of an employment office of the applicable State System; except that this Subsection does not apply to an Employee who was ineligible for a State System Benefit or "waiting week" credit for the week only because of his period of work or amount of pay, or his failure to claim a State System Benefit which by reason of his Company pay would have amounted to less than \$2 or because he was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency, as specified, respectively, in items (iii), (viii), and (i) of Section (1)(b) above; and

(d) had at least 1 year of Seniority as of his last day worked prior to qualifying layoff; and

(e) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he has greater seniority than with the Company); and

WNL  
11/23/19  
SUB  
P

30

11/20/19  
SP

(f) was not eligible for an Automatic Short Week Benefit; and

(g) qualifies for a Benefit of at least \$2; and

(h) has made a Benefit application in accordance with procedures established by the Company hereunder and, if he was ineligible for a State System Benefit only for the reason set forth in item (ii) of Subsection (1) of this Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the state employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available suitable work of which he has been notified by the state employment service or by the Company.

## (2) Eligibility for an Automatic Short Week Benefit

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any week beginning on or after ~~October 22, 2015~~ September xx, 2019, if:

(1) during such week he had less than 40 Compensated or Available Hours\* and

(i) he performed some work for the Company, or

(ii) for such week he received some jury duty pay, bereavement pay, ~~or~~ military pay from the Company, or

(iii) for such week he received only holiday pay from the Company and, for the immediately preceding week, he either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours; and

\*If, before a layoff of Employees during a week, notice of intent to work overtime has not been given to employees by the Company, overtime which is worked or available during that week but following the layoff and which is in excess of two hours will not be included in determining Compensated or Available Hours notwithstanding the definition of Compensated or Available Hours in Article IX. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

(2) he had at least 1 year of Seniority as of the last day of the week (or during some part of such week he had at least 1 year of Seniority and broke Seniority by reason of death or of retirement under the provisions of any Company pension or retirement benefit plan); and

(3) he was on a qualifying layoff, as described in Section (3) of this Article, for some part of the week, or he was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement, or short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency during the week, and during all or part of such period he would otherwise have been on qualifying layoff under this Plan.

(b) No application for an Automatic Short Week Benefit will be required for an Employee. However, if an Employee believes himself entitled to an Automatic Short Week Benefit for a week which he does not receive on the date when such Benefits for such week are paid, he may file written application therefore within 60 calendar days after such date in accordance with

WAL  
11/23/19  
JRB

31

11/20/19  
SS

procedures established by the Company. In case the Employee worked in more than one Plant in the week, he may apply at the Plant at which he last worked.

(c) An Automatic Short Week Benefit payable for a week shall be in lieu of any other Benefit under the Plan for that week.

**(3) Conditions with Respect to Layoff**

(a) A layoff for the purposes of this Plan includes any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a Plant or operation, or a layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the Plant to which he would have been entitled if he had sufficient Seniority, or a layoff occurring or continuing because the Employee, although not totally disabled was physically unable to perform any work in his Bargaining Unit or Plant.

(b) An Employee's layoff for all or part of any week will be deemed qualifying for Plan purposes only if the following conditions are met:

(1) such layoff was from the Bargaining Unit; and

(2) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at an FCA US LLC Plant or Plants, or any dispute of any kind, involving Employees whether at an FCA US LLC Plant or Plants or elsewhere, or

(ii) any fault attributable to the Employee, or

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith), or

(iv) sabotage or insurrection, or

(v) any act of God, provided, however, this Subsection (v) shall not apply to any Short Workweek or the first 2 consecutive full weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause; and

(3) with respect to such week the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement and did not refuse an offer by the Company of other available work at a Plant which is in the same Labor Market Area and at which he has Seniority and which he had no option to refuse under the Collective Bargaining Agreement, or of other available work as defined in the Collective Bargaining Agreement at another Plant in the same Labor Market Area; and

(4) with respect to such week the Employee was not eligible for and was not claiming:

(i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which he received or could have received while working full time, and except a lost time benefit which he received under a workers' compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life, Disability and Health Care Benefits Program); or

WAL  
11/23/19 [Signature]

32

add 11/20/19  
[Signature]

(ii) any Company pension or retirement benefit; and

(5) with respect to such week the Employee was not in military service (other than short term active duty of 30 days or less including required military training, in a National Guard, Reserve or similar unit) or on a military leave.

(c) If an Employee is on short term active duty of 30 days or less, for required military training in a National Guard, Reserve or similar unit and is ineligible under the Collective Bargaining Agreement for pay from the Company for all or part of such period solely because he would be on a qualifying layoff but for such active duty, he will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two Regular Benefits in a calendar year, provided, however, that this two Regular Benefit limitation shall not apply to short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency.

(d) If an Employee is eligible for a Leveling Week Benefit or is ineligible for a Benefit by reason of Section (3)(b)(2) or (3)(b)(4) above with respect to some but not all of his regular work days in a week, and is otherwise eligible for a Benefit, he will be entitled to a reduced Benefit payment as provided in Section (1)(c) of Article II.

(e) The determination of eligibility under this Article shall be based upon the reason for the applicant's last separation from the Company, except that a layoff of an Employee during his probationary period at one Plant while retaining his Seniority at another Plant shall not be disqualifying if the Employee was separated because he was unsuited for, or unable to do, work available.

(f) If an Employee enters the Armed Services of the United States directly from the employ of the Company, he shall while in such service be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any Benefit. This Section shall not affect the payment of Benefits to any Employee referred to in Section 3 (c) of Article I.

(g) An Employee who attempts to return to work from sick leave of absence or military leave on or after ~~October 22, 2015~~ September xx, 2019 and for whom there is no work available in line with his Seniority and who is placed on layoff status, shall be deemed to have been "at work" on or after ~~October 22, 2015~~ September xx, 2019.

(h) If, with respect to a week, or with respect to any prior week during the Employee's same continuous period of layoff from the Company, the Employee willfully misrepresents any material fact in connection with an application by him for Benefits under the Plan, the Employee shall be disqualified for Benefits for all weeks of layoff thereafter during the same continuous period of layoff from the Company.

#### (4) Disputed Claims for State System Benefits

(a) With respect to any week for which an Employee has applied for a Benefit and for which he:

(1) has been denied a State System Benefit, and the denial is being protested by the Employee through the procedure provided therefore under the State System, or

(2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefore under the State System and such protest

WIK  
11/23/19 JRB

33

gdr 11/20/19

has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Benefit under the Plan except for such denial or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to him.

WML  
11/23/19  
ZAB

JK

gcz 11/20/19  
ff



FIAT CHRYSLER AUTOMOBILES

Exhibit D

(002) ARTICLE II - Amount of Benefits

Article II  
AMOUNT OF BENEFITS

(1) Regular Benefits and Transitional Assistance Benefits

(a) The Regular SUB Benefit payable to an eligible Employee for any full week beginning on or after the effective date of this Plan shall be an amount which, when added to his State Benefit and Other Compensation, will equal on average 95% of his Weekly After-Tax Pay, minus \$30.00 to take into account work-related expenses not incurred as outlined in the Regular Benefit Table; provided that such Benefit shall not exceed \$200 in the case of an Hourly Employee and \$214 in the case of a Salaried Employee for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (ii) or (vi) of Section (1)(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section (3)(b)(3) of Article 1);

Base Hourly Wage	Regular Benefit Table - Hourly Regular SUBenefit*
Under \$14.30	\$423.28
\$14.31 - \$14.50	\$423.58 - \$429.20
\$14.51 - \$14.70	\$429.50 - \$435.12
\$14.71 - \$14.90	\$435.42 - \$441.04
\$14.91 - \$15.10	\$441.34 - \$446.96
\$15.11 - \$15.30	\$447.26 - \$452.88
\$15.31 - \$15.50	\$453.18 - \$458.80
\$15.51 - \$15.70	\$459.10 - \$464.72
\$15.71 - \$15.90	\$465.02 - \$470.64
\$15.91 - \$16.10	\$470.94 - \$476.56
\$16.11 - \$16.30	\$476.86 - \$482.48
\$16.31 - \$16.50	\$482.78 - \$488.40
\$16.51 - \$16.70	\$488.70 - \$494.32
\$16.71 - \$16.90	\$494.62 - \$500.24
\$16.91 - \$17.10	\$500.54 - \$506.16
\$17.11 - \$17.30	\$506.46 - \$512.08
\$17.31 - \$17.50	\$512.38 - \$518.00

*WHL  
11/22/19  
FAB*

*35*

*11/22/19*

\$17.51 - \$17.70	\$518.30 - \$523.92
\$17.71 - \$17.90	\$524.22 - \$529.84
\$17.91 - \$18.10	\$530.14 - \$535.76
\$18.11 - \$18.30	\$536.06 - \$541.68
\$18.31 - \$18.50	\$541.98 - \$547.60
\$18.51 - \$18.70	\$547.90 - \$553.52
\$18.71 - \$18.90	\$553.82 - \$559.44
\$18.91 - \$19.10	\$559.74 - \$565.36
\$19.11 - \$19.30	\$565.66 - \$571.28
\$19.31 - \$19.50	\$571.58 - \$577.20
\$19.51 - \$19.70	\$577.50 - \$583.12
\$19.71 - \$19.90	\$583.42 - \$589.04
\$19.91 - \$20.10	\$589.34 - \$594.96
\$20.11 - \$20.30	\$595.26 - \$600.88
\$20.31 - \$20.50	\$601.18 - \$606.80
\$20.51 - \$20.70	\$607.10 - \$612.72
\$20.71 - \$20.90	\$613.02 - \$618.64
\$20.91 - \$21.10	\$618.94 - \$624.56
\$21.11 - \$21.30	\$624.86 - \$630.48
\$21.31 - \$21.50	\$630.78 - \$636.40
\$21.51 - \$21.70	\$636.70 - \$642.32
\$21.71 - \$21.90	\$642.62 - \$648.24
\$21.91 - \$22.10	\$648.54 - \$654.16
\$22.11 - \$22.30	\$654.46 - \$660.08
\$22.31 - \$22.50	\$660.38 - \$666.00
\$22.51 - \$22.70	\$666.30 - \$671.92
\$22.71 - \$22.90	\$672.22 - \$677.84
\$22.91 - \$23.10	\$678.14 - \$683.76
\$23.11 - \$23.30	\$684.06 - \$689.68
\$23.31 - \$23.50	\$689.98 - \$695.60
\$23.51 - \$23.70	\$695.90 - \$701.52
\$23.71 - \$23.90	\$701.82 - \$707.44
\$23.91 - \$24.10	\$707.74 - \$713.36
\$24.11 - \$24.30	\$713.66 - \$719.28
\$24.31 - \$24.50	\$719.58 - \$725.20
\$24.51 - \$24.70	\$725.50 - \$731.12
\$24.71 - \$24.90	\$731.42 - \$737.04
\$24.91 - \$25.10	\$737.34 - \$742.96
\$25.11 - \$25.30	\$743.26 - \$748.88
\$25.31 - \$25.50	\$749.18 - \$754.80
\$25.51 - \$25.70	\$755.10 - \$760.72
\$25.71 - \$25.90	\$761.02 - \$766.64
\$25.91 - \$26.10	\$766.94 - \$772.56
\$26.11 - \$26.30	\$772.86 - \$778.48
\$26.31 - \$26.50	\$778.78 - \$784.40
\$26.51 - \$26.70	\$784.70 - \$790.32
\$26.71 - \$26.90	\$790.62 - \$796.24
\$26.91 - \$27.10	\$796.54 - \$802.16
\$27.11 - \$27.30	\$802.46 - \$808.08
\$27.31 - \$27.50	\$808.38 - \$814.00
\$27.51 - \$27.70	\$814.30 - \$819.92
\$27.71 - \$27.90	\$820.22 - \$825.84

*with  
11/22/19 PAB  
LP*

*36*

*988 11/20/19  
SP*

\$27.91 - \$28.10	\$826.14 - \$831.76
\$28.11 - \$28.30	\$832.06 - \$837.68
\$28.31 - \$28.50	\$837.98 - \$843.60
\$28.51 - \$28.70	\$843.90 - \$849.52
\$28.71 - \$28.90	\$849.82 - \$855.44
\$28.91 - \$29.10	\$855.74 - \$861.36
\$29.11 - \$29.30	\$861.66 - \$867.28
\$29.31 - \$29.50	\$867.58 - \$873.20
\$29.51 - \$29.70	\$873.50 - \$879.12
\$29.71 - \$29.90	\$879.42 - \$885.04
\$29.91 - \$30.10	\$885.34 - \$890.96
\$30.11 - \$30.30	\$891.26 - \$896.88
\$30.31 - \$30.50	\$897.18 - \$902.80
\$30.51 - \$30.70	\$903.10 - \$908.72
\$30.71 - \$30.90	\$909.02 - \$914.64
\$30.91 - \$31.10	\$914.94 - \$920.56
\$31.11 - \$31.30	\$920.86 - \$926.48
\$31.31 - \$31.50	\$926.78 - \$932.40
\$31.51 - \$31.70	\$932.70 - \$938.32
\$31.71 - \$31.90	\$938.62 - \$944.24
\$31.91 - \$32.10	\$944.54 - \$950.16
\$32.11 - \$32.30	\$950.46 - \$956.08
\$32.31 - \$32.50	\$956.38 - \$962.00
\$32.51 - \$32.70	\$962.30 - \$967.92
\$32.71 - \$32.90	\$968.22 - \$973.84
\$32.91 - \$33.10	\$974.14 - \$979.76
\$33.11 - \$33.30	\$980.06 - \$985.68
\$33.31 - \$33.50	\$985.98 - \$991.60
\$33.51 - \$33.70	\$991.90 - \$997.52
\$33.71 - \$33.90	\$997.82 - \$1,003.44
\$33.91 - \$34.10	\$1,003.74 - \$1,009.36
\$34.11 - \$34.30	\$1,009.66 - \$1,015.28
\$34.31 - \$34.50	\$1,015.58 - \$1,021.20
\$34.51 - \$34.70	\$1,021.50 - \$1,027.12
\$34.71 - \$34.90	\$1,027.42 - \$1,033.04
\$34.91 - \$35.10	\$1,033.34 - \$1,038.96
\$35.11 - \$35.30	\$1,039.26 - \$1,044.88
\$35.31 - \$35.50	\$1,045.18 - \$1,050.80
\$35.51 - \$35.70	\$1,051.10 - \$1,056.72
\$35.71 - \$35.90	\$1,057.02 - \$1,062.64
\$35.91 - \$36.10	\$1,062.94 - \$1,068.56
\$36.11 - \$36.30	\$1,068.86 - \$1,074.48
\$36.31 - \$36.50	\$1,074.78 - \$1,080.40
\$36.51 - \$36.70	\$1,080.70 - \$1,086.32
\$36.71 - \$36.90	\$1,086.62 - \$1,092.24
\$36.91 - \$37.10	\$1,092.54 - \$1,098.16
\$37.11 - \$37.30	\$1,098.46 - \$1,104.08
\$37.31 - \$37.50	\$1,104.38 - \$1,110.00
\$37.51 & over	\$1,110.30

\*Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

*WMI  
11/22/19  
PGB  
W*

*37*

*add 11/20/19  
SS*

**Regular Benefit Table - Salary**  
**Base Weekly Salary      Regular SUB Benefit**

under - \$586.00	\$433.64
\$587.00 - \$637.00	\$434.38 - \$471.38
\$638.00 - \$688.00	\$472.12 - \$509.12
\$689.00 - \$739.00	\$509.86 - \$546.86
\$740.00 - \$790.00	\$547.60 - \$584.60
\$791.00 - \$841.00	\$585.34 - \$622.34
\$842.00 - \$892.00	\$623.08 - \$660.08
\$893.00 - \$943.00	\$660.82 - \$697.82
\$944.00 - \$994.00	\$698.56 - \$735.56
\$995.00 - \$1,045.00	\$736.30 - \$773.30
\$1,046.00 - \$1,096.00	\$774.04 - \$811.04
\$1,097.00 - \$1,147.00	\$811.78 - \$848.78
\$1,148.00 - \$1,198.00	\$849.52 - \$886.52
\$1,199.00 - \$1,249.00	\$887.26 - \$924.26
\$1,250.00 - \$1,300.00	\$925.00 - \$962.00
\$1,301.00 - \$1,351.00	\$962.74 - \$999.74
\$1,352.00 - \$1,402.00	\$1,000.48 - \$1,037.48
\$1,403.00 - \$1,453.00	\$1,038.22 - \$1,075.22
\$1,454.00 - \$1,504.00	\$1,075.96 - \$1,112.96
\$1,505.00 - \$1,555.00	\$1,113.70 - \$1,150.70
\$1,556.00 - \$1,606.00	\$1,151.44 - \$1,188.44
\$1,607.00 - \$1,657.00	\$1,189.18 - \$1,226.18
\$1,658.00 & over	\$1,226.92

(b) The Transitional Assistance (TA) Benefit payable to an eligible Employee for any week shall provide a weekly benefit which, when added to his State Benefit, will equal 50% of the employee's gross weekly base earnings based on a 40-hour week. Employees hired or rehired on or after October 29, 2007 are not eligible for Transitional Assistance.

(c) An otherwise eligible Employee entitled to a Benefit reduced because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the week, as provided in Section (3)(d) of Article I, (reason for layoff or eligibility for a disability or pension benefit, for disciplinary reasons or for any of the reasons stated in Section (3)(b)(2)(i) of Article I), will receive one-fifth of a Regular Benefit computed under Subsection (a) of this Section for each work day of the week for which he is otherwise eligible.

**(2) Automatic Short Week Benefit**

(a) The Automatic Short Week Benefit payable to any eligible Employee for any week beginning on or after ~~October 22, 2015~~ September xx, 2019, shall be an amount equal to the product of the number by which 40 exceeds his Compensated or Available Hours, \*counted to the nearest tenth of an hour multiplied by 80% of his Base Hourly Rate as to an Hourly Employee or Base Weekly Salary divided by 40 as to a Salaried Employee.

(b) An Employee, who breaks Seniority during a week by reason of death or retirement under provisions of any Company pension or retirement benefit plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the week prior to the date his Seniority is broken, will receive an amount computed as provided in Subsection (2) (a)

*WAL*  
*11/22/19*  
*PJB*

*30*

*AT*  
*11/20/19*

above based on the number by which the hours for which the Employee would regularly have been compensated exceeds his Compensated or Available Hours with respect to that part of the Week prior to the date his Seniority is broken.

\*If, before a layoff of Employees during a week, notice of intent to work overtime has not been given to Employees by the Company, overtime which is worked or available during that week but following the layoff and which is in excess of two hours will not be included in determining Compensated or Available Hours notwithstanding the definition of Compensated or Available Hours in Article I. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

### **(3) State Benefit and Other Compensation**

(a) An Employee's State Benefit and Other Compensation for a week means:

(1) the amount of State System Benefit received or receivable by the Employee for the week or the estimated amount which the Employee would have received if he had not been ineligible therefore solely because of failure to fully satisfy the states claim filing or certification requirements, or because of exhaustion of his State System Benefit rights (or because of insufficient covered employment/earnings prior to layoff), if the Employee had received a State System Benefit for one or more weeks of layoff during the current State System benefit year (or, if no such benefit year is in effect, during the immediately preceding benefit year) for which the Employee did not receive a Regular Benefit. Such estimated amount shall be used in the Regular Benefit calculation for a number of weeks for which a State System Benefit was received and for which no Regular Benefit was paid under this Plan or under any other FCA US LLC SUB Plan, during the applicable current, or immediately preceding, State System benefit year; plus

(2) all pay received or receivable by the Employee from the Company (excluding call-in pay for purposes of determining a Regular Benefit only and excluding pay in lieu of vacation) and any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the Employee for such week; provided, however, if the hours made available but not worked are hours which the Employee had an option to refuse under a Collective Bargaining Agreement or which he could refuse without disqualification under Section (3)(b)(3) of Article I, such hours are not to be considered as hours made available by the Company; and provided, that if wages or remuneration or any military pay are received or receivable by the Employee from the employers other than the Company and are applicable to the same period as hours made available by the Company, only the greater of

(aa) such wages or remuneration from other employers in excess of the greater of \$10 or 20% of such wages or remuneration, or military pay in excess of \$10, or

(bb) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company shall be included; and further provided, that any pay received or receivable for a shift which extends through midnight shall be allocated:

(i) to the day on which the shift started if he was on layoff with respect to the corresponding shift on the following day,

*WMAK  
11/22/19  
ZFB  
JP*

*39*

*977 11/20/19  
JF*

(ii) to the day on which the shift ended if he was on layoff with respect to the corresponding shift on the preceding day, and

(iii) according to the pay for the hours worked each day, if he was on layoff with respect to the corresponding shifts on both the preceding and the following days;

and, in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Benefit will be increased to offset any reduction in his State System Benefit which may have resulted solely from the State System's allocation of his earnings for such a shift otherwise than as specified in this Subsection; plus

(3) all wages or remuneration, as defined under the law of the applicable State System, in excess of the greater of \$10 or 20% of such wages or remuneration received or receivable from other employers for such week (excluding such wages or remuneration which were considered in the calculation under Subsection (a)(2) of this Section); plus

(4) the weekly equivalent of the monthly retirement benefit and fifty (50) percent of the Social Security old age or disability benefit for eligible Employees receiving a retirement benefit from the Company which the Employee is eligible to receive while working full time for the Company; plus

(5) the amount of all military pay in excess of \$10 received or receivable for such Week, excluding such military pay which was considered in the calculation under Subsection (a)(2) of this Section.

(b) If the State System Benefit actually received by an Employee for a State week shall be for less, or more, than a full state week (for reasons other than the Employee's receipt of wages or remuneration for such state week),

(1) because he has been disqualified or otherwise determined ineligible for a portion of his State System Benefit for reasons other than set forth in Section (1) (b) of Article I, or

(2) because the applicable state week includes 1 or more "waiting period effective days,"  
or

(3) because of an underpayment or overpayment of a previous State System Benefit, the amount of the State System Benefit which would otherwise have been paid to the Employee for such state week shall be used in the calculation of "State Benefit and Other Compensation" for such state week.

#### (4) Benefit Overpayments

(a) If the Company or the Board determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Benefit(s) and he shall return the amount of overpayment to the ~~Trustee or Company~~ ~~whichever is applicable~~; provided, however, that no repayment shall be required if the cumulative overpayment is \$3.00 or less, or if notice has not been given within 60 days from the date the over-payment was established or created (or with respect to overpayments as a result of Company error, such 60 day period shall be determined as beginning on the date of issue of the SUB benefit draft involved), except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.

WAK  
11/22/19  
TQB WP

AO

OST 11/20/19  
SS

(b) If the Employee shall fail to return such amount promptly, the ~~Trustee~~ Company shall arrange to reimburse the ~~Fund~~ Company for the amount of overpayment by making a deduction from any future Benefits (not to exceed an amount equal to one-half of any one Benefit up to a maximum of \$100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) or Separation Payment otherwise payable to the Employee, or ~~by requesting the Company~~ to make a deduction from compensation payable by the Company to the Employee (not to exceed \$100 from any one pay check in the case of an Hourly Employee and \$200 in the case of a Salaried Employee except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make such deduction from the Employee's compensation and to pay the amount deducted to the ~~Trustee~~ Company.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any workweek with respect to all or part of which he has received a State System Benefit, the full amount of such Automatic Short Week Benefit, or a portion of such Benefit equivalent to the State System Benefit or that part thereof applicable to such workweek, whichever is less, shall be treated as an overpayment and deducted in accordance with this Section from future Benefits or compensation payable by the Company.

(d) In addition to the provisions above, the Company may arrange for the recovery of the amount of the overpayment from any other monies or benefits then payable, or which may become payable, to the Employee under the provisions of the Collective Bargaining Agreement and/or under any of the Exhibits or Letters attached thereto. The Company is authorized to make the deductions from the Employee's compensation as provided under this Section and to pay the amount deducted to the ~~Trustee~~ Company.

#### (5) Withholding Tax

The ~~Trustee or the~~ Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the ~~Trustee or the~~ Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the ~~Trustee or the~~ Company shall be entitled to rely on the official forms filed by the Employee with the Company for purposes of income tax withholding on regular wages.

#### (6) Deduction of Union Dues

The ~~Trustee~~ Company, upon authorization from an Employee, shall deduct monthly Union dues from Regular Benefits paid under the Plan and pay such sums directly to the Union in his behalf.

#### (7) Payment of Benefits

~~Except for Automatic Short Week Benefits which shall be payable by the Company. Benefits shall be payable to Hourly Employees from the Hourly Fund and to Salaried Employees from the Salary Fund, except as otherwise provided in Section (5) of Article VIII.~~

WMI  
11/22/19  
FAB

A1

11/22/19

**(003) ARTICLE III - Duration of Benefits**

**Article III  
DURATION OF BENEFITS**

**(1) Supplemental Unemployment Benefits (SUB)**

An employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after ~~October 22, 2015~~ Month XX, 2019 shall be eligible for Supplemental Unemployment Benefits according to the following provisions during the term of the National Agreement:

(a) Indefinite Layoffs or a Temporary Layoff, as jointly identified by the Parties, in which the Company modifies shifts or work schedules to enhance operating performance and continues to actively employ employees that otherwise would be placed on indefinite layoff (Qualified Counter Layoffs\*)

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 26 weeks

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 39 weeks

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 52 weeks.

(b) Temporary Layoffs excluding those defined in Section (1)(a) above including all non-volume related layoffs such as reallocation of product, transfer of operations, sourcing of work or product, and closed plant status shall be considered non-qualified layoffs (Non-Qualified, Non-Counter Layoffs\*):

Employees on a Non-Qualified Layoff will be eligible for SUB Benefits for the duration of such Layoff subject to the provisions of Article I of this Plan.

\* Qualified Layoff and Non-Qualified Layoff will be deemed "Qualifying" as defined in Article I Section (3)(b).

**(2) Transitional Assistance (TA)**

RQB 11-29-19  
CDH

A2

11-29-19  
RQB

An Employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after ~~October 22, 2015~~ September XX, 2019 and who exhausts his or her maximum entitlement for a Supplemental Unemployment Benefit (as per (1) above) shall be eligible for subsequent benefits under the plan covering Transitional Assistance with the duration of TA entitlement based on seniority in accordance with the following provisions during the term of the National Agreement:

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, will be eligible to receive TA Benefit payments for a maximum of 26 weeks:

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, be eligible to receive TA Benefit payments for a maximum of 39 weeks:

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, be eligible to receive TA Benefit payments for a maximum of 52 weeks.

An employee may elect, prior to becoming eligible for TA Benefits, to opt out of TA Benefits and receive a lump-sum cash payment; in doing so, the employee shall forfeit eligibility for weekly TA Benefit payments, and shall also terminate their seniority and forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TA Benefit for which the employee would otherwise be eligible (i.e. 50 percent of the employee's gross weekly base earnings, based on a 40-hour week, multiplied by either 26, 39 or 52, depending on the employee's seniority). An employee who elects to opt out of the TA will continue to receive health care coverage for the remainder of the months of extended coverage for which he or she would have been eligible, based on years of seniority at the time of layoff, had he or she not elected to opt out of TA.

A TA Opt-Out cash payment is deemed a Separation Payment and as such is subject to the provisions in Article IV. Employees may select only one separation payment.

The parties will work collaboratively with local, state, and national governmental agencies to identify various alternative funding options for retraining employees on qualifying layoff.

### **3) Limitation of Duration of Benefits for Hourly Employees**

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Hourly Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

### **(4) Limitation of Duration of Benefits for Salaried Employees**

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Salaried Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

### **(5) Replenishment of Durational Provisions**

The weekly durational provisions of this Article that pertain to the Supplemental Unemployment Benefit (SUB) and Transitional Assistance (TA) benefits shall be replenished as of the effective date of this Agreement.

RQB 11-29-19  
CDH

A3

§ 11-29-19  
JAA



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(004) ARTICLE IV - Separation Payment**

**Article IV  
SEPARATION PAYMENT**

**(1) Eligibility**

An Employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after ~~October 22, 2015~~ September XX, 2019 shall be eligible for a Separation Payment if:

(a) he has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section (3)(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, he accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date he was reinstated, or

(b) he becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that he does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b)-above,

(c) he had 1 or more Years of Continuous Service on the last day he was in Active Service, and such Continuous Service has not been broken on or prior to the date on which application is made to the Company; and

(d) he is not eligible to receive a permanent total disability benefit under the Life, Disability and Health Care Benefits Program; and

(e) he has not refused an offer of work pursuant to any of the conditions set forth in Section (3)(b)(3) of Article I, on or after the last day he worked in the Bargaining Unit, and prior to the earliest date on which he can make application; and

(f) he has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more years of Continuous Service) from the commencement date of layoff or disability, except that an Employee who meets the requirements of Subsection (1) (b) of this Section may make such application on or before the 30th day following the last month for which he was eligible to receive a Group Extended Disability Benefit under Section VIII of the Life, Disability and Health Care Benefits Program; provided, however, that in the case of layoff no

WML  
11/22/19  
FAB

44

10/7/19  
10/7/19

application may be made prior to the completion of 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

The determination of eligibility under this Section (1) shall be based upon the reason for the Employee's last separation from the Company, except that layoff of an Employee during his probationary period at one Plant while retaining his seniority status at another Plant shall not be disqualifying if the Employee was separated because he was unsuited for, or unable to do, work available.

## (2) Payment

(a) A Separation Payment shall be payable only ~~from the appropriate Fund and~~ in a lump sum.

### (b) Determination of Amount

(1) the Separation Payment payable to an eligible Employee shall be an amount determined by multiplying:

(i) the Employee's Base Hourly Rate as to an Hourly Employee or Base Weekly Salary divided by 40 as to a Salaried Employee by (ii) the applicable Number of Hours' Pay as shown in the following Table:

## SEPARATION PAYMENT TABLE

Years of Continuous Service On Last Day Worked in a Bargaining Unit	Number of Hours' Pay
1 but less than 2	50
2 but less than 3	70
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1,000
20 but less than 21	1,085
21 but less than 22	1,170
22 but less than 23	1,260
23 but less than 24	1,355
24 but less than 25	1,455

WNIK  
11/22/19  
FQB

45

10/7/19

25 but less than 26	1,560
26 but less than 27	1,665
27 but less than 28	1,770
28 but less than 29	1,875
29 but less than 30	1,980
30 and over	2,080

(2) A Separation Payment payable hereunder shall be reduced by the amount of any Benefits paid or payable or any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked in the Bargaining Unit, under this Plan and under any other SUB plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(3) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day he worked in the Bargaining Unit:

(i) Years of Continuous Service for purposes of determining the amount of his current Separation Payment shall mean the sum of the Years of Continuous Service used to determine the amount of his prior Separation Payment plus any other Years of Continuous Service which he acquired thereafter and which he has on the last day he was on the Active Employment Roll with respect to his current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on his Years of Continuous Service determined as provided in (i) above, the Number of Hours' Pay used to calculate his prior Separation Payment.

(4) A part-time Hourly Employee (i.e., one who is regularly scheduled to work at least 20 hours but less than 40 hours per week) shall be eligible for a Separation Payment subject to all of the provisions applicable to an Employee except that such Separation Payment shall be reduced in the same ratio as his scheduled hours of work at time of layoff bears to 40 hours, provided, however, if an Employee has worked as a full-time and part-time Hourly Employee, his Separation Payment shall be computed by multiplying the number of hours' pay indicated by the Employee's Years of Continuous Service on his last day worked in the Bargaining Unit by a fraction the numerator of which is the sum of (a) the number of such years during which he was a full-time Hourly Employee and (b) the number of such years during which he was a part-time Hourly Employee, adjusted by the ratio which his scheduled hours of work in such years bear to 40; and the denominator of which is his Years of Continuous Service on his last day worked in the Bargaining Unit.

### (3) Effect of Separation Payment on Seniority

An Employee who accepts a Separation Payment

(i) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply,

(ii) shall cease to be an Employee and shall have the Employee's Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes,

(iii) shall not be eligible to receive a special early retirement under any Company retirement plan,

*WAK  
11/22/19  
RQB*

*AO*

*add 10/7/19  
10/7/19*

(iv) shall not be permitted to retire under any Company retirement plan during the Allocation Period following the Termination Date, and

(v) cannot grow-in to retirement if ineligible as of the break in Seniority (but without prejudice to any right to a deferred vested benefit).

An Employee's Allocation Period in weeks shall equal the Employee's Separation Payment divided by one-half the unreduced Regular Benefit the Employee received, or would have received, for the current period of layoff.

An Employee eligible for an immediate pension benefit under the FCA US LLC - UAW Pension Plan, at the time of his/her break in service (due to receipt of a SUB Separation Payment), shall upon completion of the Allocation Period and application for a pension benefit under the FCA US LLC - UAW Pension Plan become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the FCA US LLC - UAW Pension Plan, such Employees shall not be treated as deferred vested by reason of their receipt of a SUB Separation Payment.

#### **(4) Overpayments**

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and he shall return the amount of the overpayment to the Company Trustee.

#### **(5) Repayment**

If an Employee is again employed by the Company after he has received a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed and no Seniority canceled previously shall be reinstated.

#### **(6) Notice of Application Time Limits**

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

#### **(7) Armed Services**

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

WMM  
11/22/19  
FQB  
VP

A7

not  
10/7/19  
10/7/11



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(005) ARTICLE V - Application, Determination of Eligibility, and Appeal Procedures for Benefits and Separation Payments**

**Article V**

**APPLICATION, DETERMINATION OF ELIGIBILITY,  
AND APPEAL PROCEDURES FOR BENEFITS  
AND SEPARATION PAYMENTS**

**(1) Applications**

**(a) Filing of Applications**

An application for a Benefit or Separation Payment may be filed either in person or by mail in accordance with procedures established by the Company. No application for a Benefit shall be accepted unless it is submitted to the Company within 75 calendar days after the end of the Week with respect to which such application is made; provided, however, that if the amount of the applicant's State System Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, he may apply within 75 calendar days after the date on which such basis for eligibility is established.

**(b) Application Information**

Applications filed for a Benefit or a Separation Payment under the Plan will include:

(1) in writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Benefit or Separation Payment and the amount thereof;

(2) with respect to a Regular Benefit, the exhibition of the Employee's State System Benefit check or other evidence satisfactory to the Company of either

(i) his receipt of or entitlement to a State System Benefit or

WIK  
9/13/19  
FAR  
W

49

Shaw 9/5/2019  
gja 9/5/2019

(ii) his ineligibility for a State System Benefit only for one or more of the reasons specified in Section (1)(b) of Article I; provided, however, that in the case of State System Benefit ineligibility by reason of the period worked in the Week or pay received from the Company or from any other employer(s) as specified in item (iii) of Section (1) (b) of Article I, State System evidence for such reason of ineligibility shall not be required.

## (2) Determination of Eligibility

### (a) Application Processing by Company

When an application is filed for a Benefit or Separation Payment under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Benefit or a Separation Payment.

### b) Notification to ~~Trustee~~ Company Payroll to Pay

If the Company determines that a Benefit or Separation Payment is payable, it shall deliver prompt written notice to ~~the Trustee~~ Company Payroll to pay the Benefit or Separation Payment, except for Automatic Short Week Benefits which shall be payable by the Company.

### (c) Notice of Denial of Benefits or Separation Payment

If the Company determines that an Employee is not entitled to a Benefit or to a Separation Payment, it shall notify him promptly, in writing, of the reason(s) for the determination.

### (d) Union Copies of Applications and Determinations

The Company shall furnish promptly to the Union member of the Local Committee copies of all applications for Separation Payment and all Company determinations of Benefit or Separation Payment ineligibility or overpayment.

## (3) Appeals

### (a) Applicability of Appeals Procedure

(1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section (3).

(2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

### (b) Procedure for Appeals

#### (1) First Stage Appeals

(i) An Employee may appeal from the Company's written determination (other than determinations made in connection with Section (1)(b)(xii) of Article I) with respect to the payment or denial of a Benefit or a Separation Payment by filing a written appeal with the Local Committee on a form provided for that purpose. If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be

mk  
9/13/19  
JP

49

Shaw 9/5/2019  
9/5/2019

filed directly with the Board. Appeals concerning determinations made in connection with Section (1) (b)(xii) of Article I (contrary to intent of Plan) shall be made directly to the Board.

(ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination appealed. If the appeal is mailed, the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

(iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve his appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any 2 members of the Local Committee, at the request of the Employee may refer the matter to the Board for disposition.

## (2) Appeals to the Board of Administration

(i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee.

(ii) Appeals shall specify in writing the manner in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

(iii) Appeals by the Local Committee to the Board with respect to the Benefits or Separation Payments shall be made within 20 days following the date the appeal is first considered at a meeting of the Local Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Benefits or Separation Payments shall be made within 30 days following the date notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

(iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board. These regulations and procedures will provide that in situations where a number of Employees had filed applications for Benefits or Separation Payments under substantially identical conditions, an appeal may be made from the Local Committee to the Board with respect to one of such Employees, and the decision of the Board thereon shall apply to all such Employees.

(v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.

(vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, ~~the Trustee,~~ and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any Court or Labor Board from a decision of the Board, nor will the Union or its members by any other means attempt to

WIK  
9/13/19  
MR  
JP

50

Shaw 9/5/2019  
JAA 9/5/2019

bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.

(vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Board.

(c) Benefits Payable After Appeal

In the event that an appeal with respect to entitlement to a Benefit is decided in favor of the Employee, the Benefit shall be paid to him.

(d) With respect to the appeal provisions set forth under this Section (3) only, the term Employee shall include any person who received or was denied the Benefit or Separation Payment in dispute.

WIK  
9/13/19  
PAR  
W

51

Shaw 9/15/20  
9/15/20



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(006) ARTICLE VI - Administration of the Plan**

**Article VI  
ADMINISTRATION OF THE PLAN**

**(1) Powers and Authority of the Company**

**(a) Company Powers**

The Company will have such power and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:

(1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan.

(2) to investigate the correctness and validity of information furnished with respect to an application for a Benefit or Separation Payment.

(3) to make initial determinations with respect to Benefits or Separation Payments.

(4) to establish reasonable rules, regulations and procedures concerning:

(i) the manner in which and the times and places at which applications shall be filed for Benefits or Separation Payments, and

(ii) the form, content and substantiation of applications for Benefits or Separation Payments.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board.

(5) to designate an office or department at each Plant, or in the alternative a location in the general area of such Plant, where Employees laid off from the Plant may appear for the purpose of complying with the Plan requirements; it being understood that a single location may be established to serve a group of Plants within a single area.

(6) to establish appropriate procedures for giving notices required to be given under the Plan.

(7) to establish and maintain necessary records.

*Handwritten notes:*  
Mik  
12/24/19  
14B  
[Signature]

*Handwritten number:* 52

*Handwritten notes:*  
JAB 9/17/16  
Straw 9/17/19

(b) Company Authority

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

**(2) Board of Administration of the Plan**

(a) Composition and Procedure

(1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) The members of the Board shall appoint an Impartial Chairman, who shall serve until requested in writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairman, the Impartial Chairman under the Collective Bargaining Agreement shall make the appointment; provided, however, that the Company and Union members may, by agreement, request such Impartial Chairman to serve as the Impartial Chairman of the Board. The Impartial Chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which other members of the Board shall have been unable to dispose of by majority vote, except that the Impartial Chairman shall have no vote concerning determinations made in connection with Section (1)(b)(xii) of Article I (contrary to intent of Plan).

(3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes; the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) Neither the Board nor any Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

WJK  
9/24/11  
748  
W

53

got 9/17  
Brow 9/17/11

(b) Powers and Authority of the Board

(1) The Board shall have discretionary authority to interpret the Plan. Any Board interpretation or Board determination shall be given full force and effect unless it can be shown that the interpretation or determination is arbitrary and capricious. It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Benefit or Separation Payment under the terms of the Plan, and, if so, the amount of the Benefit or Separation Payment. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section (3) (b) of Article V.

(2) The Board shall be empowered and authorized and shall have jurisdiction:

(i) to hear and determine appeals by Employees;

(ii) to obtain such information as the Board shall deem necessary in order to determine such appeals;

(iii) to prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;

(iv) to direct the Company to pay Automatic Short Week Benefits, or to notify ~~the Trustee~~ the Company to pay other Benefits or Separation Payments, pursuant to determinations made by the Local Committee or the Board;

(v) to prepare and distribute information explaining the Plan;

(vi) to rule upon disputes as to whether any Short Workweek resulted from an act of God as defined in Article VII, Section (2)(a)(2)(iv);

(vii) to rule upon disputes as to whether any Short Workweek is deemed to be Scheduled or Unscheduled; and

(viii) to perform such other duties as are expressly conferred upon it by the Plan.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Benefits or Separation Payments as provided for therein or any other provision of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

(i) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in Section (3)(b) of Article V;

(ii) whether the claimant is an eligible Employee with respect to the Benefit or Separation Payment claimed and, if so,

(iii) the amount of any Benefit or Separation Payment payable; and

(iv) whether a protest of an Employee's State System Benefit by the Company is frivolous.

WML  
9/24/11  
JFB  
[Signature]

54

9/17/11  
[Signature]

(4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board established procedures.

(5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.

(6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

(7) The Board shall provide for a Local Committee at each Plant of the Company to handle appeals from determinations as provided in Section (3)(b)(1) of Article V, except determinations made in connection with Section (1)(b)(xii) of Article I (contrary to intent of Plan).

(i) The Local Committee shall be composed of 2 members designated by the Company members of the Board and 2 members designated by the Union members of the Board. Either the Company or Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

(ii) Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be by a majority of the votes cast.

### **(3) Determination of Dependents**

In determining an Employee's Dependents for purpose of Regular Benefit determination, the Company (and the Board) shall be entitled to rely upon the official form filed by the Employee with the Company for enrollment for Group Hospital, Surgical, Medical, Drug, Dental, Vision and Hearing Coverage. The Employee shall have the burden of establishing that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

### **(4) To Whom Benefits and Separation Payments are Payable in Certain Conditions**

Benefits and Separation Payments shall be payable only to the eligible Employee except that if the Board shall find that the Employee is deceased or is unable to manage his affairs for any reason, any Benefit or Separation Payment payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Benefit or Separation Payment so paid shall be a complete discharge of any liability with respect to such Benefit or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

### **(5) Non-alienation of Benefits and Separation Payments**

Except, as otherwise provided under Article VIII, Section (6) of this Plan, no Regular Benefit, Leveling Week Benefit, Alternate Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind other than an Authorization for Check-Off of Dues, and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt

*WIK  
9/24/19  
C.B.  
[Signature]*

55

*[Signature] 9/17/19  
Graw 9/17/19*

has been made with respect to any such Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in such Benefit or Separation Payment and apply the amount of such Benefit or Separation Payment to or for the benefit of the Employee, his spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit or Separation Payment.

#### (6) Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of Michigan, except that the eligibility of an Employee for, and the amount and duration of, State System Benefits shall be determined in accordance with the state laws of the applicable State System.

#### (7) Named Fiduciaries

~~There shall be three two Named Fiduciaries under this Plan. All of the fiduciary responsibilities of the Union under this Plan are hereby allocated to the Director, Chrysler Department, UAW. All of the fiduciary responsibilities of the Company under this Plan are hereby allocated as follows:~~

~~(i) The Pension Investment Committee created by the Board of Directors of FCA US LLC shall have the fiduciary responsibilities set out in Section (1) of Article VII of selecting and appointing the qualified bank or banks or qualified trust company or companies to act as Trustee or Trustees of the Hourly Fund and the Salary Fund, and of removing any Trustee or Trustees, of selecting successors, and of determining the form and terms of the trust agreement with the Trustee or Trustees, and said Pension Investment Committee shall have no other fiduciary responsibilities under this Plan.~~

~~(ii) All of the fiduciary responsibilities of the Company under this Plan not hereinabove specifically allocated to said Pension Investment Committee are hereby allocated to the Employee Benefits Committee of FCA US LLC.~~

~~In carrying out the fiduciary responsibilities established under this Plan:~~

~~(a) Any one of the three two Named Fiduciaries under this Plan may allocate any or all of its fiduciary responsibilities to any one or both of the other Named Fiduciaries. Any such allocation shall be effective only the fiduciary responsibility has been allocated.~~

~~(b) Any one of the three two Named Fiduciaries under this Plan may designate persons (other than one or both of the other Named Fiduciaries) to carry out the fiduciary responsibilities under this Plan of the Named Fiduciary making such designation.~~

~~(c) Any allocation set forth in Paragraph (a) above or any designation set forth in Paragraph (b) above shall be set forth in writing.~~

~~(d) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.~~

~~(e) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Paragraph (b) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.~~

mnk  
9/24/19  
9.17  
JP

58

got 9/17  
Shaw 9/17/19

(f) The Company, by resolution adopted by the Pension Investment Committee, may appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Plan.

WVK  
9/24/19  
PAB  
[Signature]

57

gob 9/17/19  
Stow 9/17/19



FIAT CHRYSLER AUTOMOBILES

Exhibit D

(007) ARTICLE VII - Financial Provisions and Reports

Article VII  
Financial Provisions and Reports

(4) Establishment of Funds

~~— The Company shall establish and maintain two separate and distinct trust funds, an Hourly Fund and a Salary Fund, in accordance with this Plan, with a qualified bank or banks or a qualified trust company or the Company. The same Trustee may but need not be appointed for both Funds. The Company's contributions shall be made into the Funds. Benefits and Separation Payments shall be payable only from the Funds, except for Automatic Short Week Benefits which shall be payable by the Company. The Company shall provide in the trust agreement that the assets of the Funds shall be held in cash or invested only in:~~

~~— (i) obligations issued or guaranteed by the United States Government; and/or~~

~~— (ii) prime quality short term obligations such as commercial paper, bankers acceptances, certificates of deposit, or similar investments, and/or~~

~~— (iii) a common, collective or commingled investment fund consisting of any combination of the investments under (i) and (ii) above; irrespective of the rate of return thereon, and without any absolute or relative limit upon the amount that may be invested. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.~~

~~— The Trustee or Trustees from time to time may settle its or their accounts in the manner provided by the trust agreement by service of a copy of the accounts upon the Board, the Union and the Company. The Company or the Union or the Board may object to the accounts within 90 days after service. Otherwise the accounts shall be final and shall be binding upon the Company, the Union, Employees, former Employees, laid off Employees and the Trustee or Trustees. In any proceeding for the settlement of the accounts of the Trustee or Trustees, or concerning the administration of the Funds, service of notice or process on the Union members of the Board shall be deemed, for all purposes, service on the Union, the Employees, former Employees, and laid off Employees.~~

(21) Company Contributions— Financial Provisions

(a) Hourly Benefits Fund

PQB  
E.T. 11/29/19

50

11/27/19  
JFK  
gdx

(1) General

As of ~~October 22, 2015, September xx, 2019~~, all Company contribution provisions and requirements under prior Plan Agreements ~~1988, 1990, 1993, 1996, 1999, 2003, 2007 and 2011 (as amended per the 2009 Settlement Agreement), and 2015 SUB Plans shall cease and no further contributions as previously required shall be placed into the Hourly Fund. The financial provisions for Hourly benefits including Regular Benefits and Separation Payments Fund balance, shall be used to pay Regular Benefits and Separation Payments due and payable under this 2015 2019 Plan.~~

(2) ~~Hourly Fund Level and Required Contributions~~ Unscheduled Short Week Benefits

~~(i) The Company will make periodic weekly contributions to the Hourly Fund to maintain the Hourly Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.~~

~~(ii) After each calendar year, the Company shall reduce the charges to the SUB Maximum Financial Liability Cap for Hourly Employees by an amount, if any, by which (aa) the total dollar amount of Unscheduled Short Week Benefits paid during Pay Periods beginning in the preceding calendar year (excluding any such Benefit paid for a layoff resulting from an act of God, as defined below, or part of such Benefit attributable to the period during which the act of God continues to necessitate the layoff) exceeds (bb) the amount determined by multiplying six cents (\$.06) by the total hours for which Employees received pay from the Company during Pay Periods beginning in such calendar year.~~

The term "act of God" as used in this subsection means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts.

(3) SUB Maximum Financial Liability Cap for Hourly Employees

Any amounts determined under Section ~~2 1~~ (a)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Hourly Employees of ~~\$256~~ \$276 million plus any additional amount (not to exceed ~~\$51~~ \$55.2 million) generated by the formula under Section ~~3 2~~ (d)(1) of this Article VII.

~~(4) If the Company at any time shall be required to withhold any amount from any contribution to the Hourly Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Hourly Employees as defined under Subparagraph (3) above.~~

(b) Salary Fund Benefits

(1) General

As of ~~October 22, 2015, September xx, 2019~~ all Company contribution provisions and requirements under prior Plan Agreements ~~the 1988, 1990, 1993, 1996, 1999, 2003, 2007 and~~

RQB  
F.T. 11/29/19

59

11/27/19  
W/F  
OJA

~~2011 (as amended per the 2009 Settlement Agreement), 2015 SUB Plans shall cease and no further contributions as previously required shall be placed into the Salary Fund. The financial provisions for Salary benefits including Regular Benefits and Separation Payments Fund balance shall be used to pay Regular Benefits and Separation Payments due and payable under this 2015 2019 Plan.~~

~~(2) Salary Fund Level and Required Contributions~~

~~(i) The Company will make periodic weekly contributions to the Salary Fund to maintain the Salary Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.~~

~~(3 2) SUB Maximum Financial Liability Cap for Salaried Employees~~

Any amounts determined under Section 2 1 (b)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Salaried Employees of \$26 million plus any additional amount (not to exceed \$5 million) generated by the formula under Section 3 2 (d)(2) of this Article VII.

~~(4 3) If the Company at any time shall be required to withhold any amount from any contribution to the Salary Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Salaried Employees as defined under subparagraph (3) above.~~

**(32) Liability**

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to this Plan, constitute the entire Plan. The provisions of this Article ~~with respect to contributions~~ express each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments.

~~The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in any Fund; and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.~~

(b) The Board, the Company, ~~the Trustee~~, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(d) Financial Liability

(1) Hourly ~~Fund~~ Liability

FRB  
E.T. 11/29/19

60

11/07/19

gss

The Company's total financial liability for the cost of the SUB Plan, including ~~Company contributions (as determined under Section 2 1 (a)(2)) to the Hourly Fund~~ for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Hourly Employees. Such Cap shall be established at ~~\$256~~ \$276 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed ~~\$54~~ \$55.2 million.

**(2) Salary ~~Fund~~ Liability**

The Company's total financial liability for the cost of the SUB Plan, including ~~Company contributions (as determined under Section 2 1 (b)(2)) to the Salary Fund~~ for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Salaried Employees. Such Cap shall be established at \$26 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$5 million.

**(4-3) No Vested Interest**

No Employee shall have any right, title, or interest in or to any of the Company assets of ~~any Fund, or in or to or any Company contribution thereto.~~

**(5-4) Company Reports**

The reports provided for in this Section shall be furnished separately, where appropriate, for Hourly Employees and Salaried Employees, respectively. Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing:

**Hourly Employees**

**A. Contributions**

1. Total weekly contributions paid

**B. A. Payments - Amount**

1. Trust Fund Company Payments

*PQB*  
*E.T. 11/29/19*

*61*

*11/27/19*  
*WF*  
*gosh*

- SUB payments Indefinite Layoff
- SUB payments Temporary Layoff
- TA payments Indefinite Layoff
- ~~TA payments Temporary Layoff~~
- Total regular payments
- Benefit overpayments recovered
- Separation payments
- Net trust Company fund payments
- ~~2.~~ ~~Company payments~~
  - Unscheduled short week benefits
  - Scheduled short week benefits
  - Total Company payments
- ~~3.~~ 2. Total payments

**GB. Payments - Number**

- 1. ~~Trust fund~~ Company payments
  - SUB payments Indefinite Layoff
  - SUB payments Temporary Layoff
  - TA payments Indefinite Layoff
  - ~~TA payments Temporary Layoff~~
  - Total regular payments
  - Separation payments
  - ~~Total trust fund~~ Company payments
- ~~2.~~ ~~Company payments~~
  - Unscheduled short week benefits
  - Scheduled short week benefits
  - Total ~~Company~~ payments
- ~~3.~~ 2. Total Company payments

**DC. Number of Employees**

- 1. Active
- 2. Layoffs - Indefinite
  - Temporary
  - Total
- 3. Total Employees

**ED. Total number of hours for which Employees received pay**

**FE. SUB Maximum Financial Liability**

- 1. Balance at beginning of month
- 2. Less charges to Cap
  - a. ~~Periodic weekly contributions~~  
(Article VII, Section 2(a)(2)(i))
  - b. a. Company payments  
(Article VII, Section 2 1 (a)(3))
  - c. b. Total Charges
- 3. Plus credits to the Cap
  - a. Excess short week benefits  
(Article VII, Section ~~(2)~~ 1 (a)(2)(iii))
  - b. Total credits
- 4. Balance at end of month

PJB  
E.T. 11/29/19

62

11/27/19  
JTF  
add

The information shown in the report under A Contributions, B.A Payments - Amount, C.B Payments Number, and E.D Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

Salaried Employees

A Contributions

~~1. Total weekly contributions paid~~

BA Payments - Amount

~~1. Trust Fund Company Payments~~

~~SUB payments Indefinite Layoff  
SUB payments Temporary Layoff  
TA payments Indefinite Layoff  
TA payments Temporary Layoff  
Total regular payments  
Benefit overpayments recovered  
Separation payments  
Net trust fund payments~~

~~2. Company payments~~

~~Unscheduled short week benefits  
Scheduled short week benefits  
Total Company payments~~

~~3. 2. Total Company payments~~

C.B Payments - Number

~~1. Company payments~~

~~SUB payments Indefinite Layoff  
SUB payments Temporary Layoff  
TA payments Indefinite Layoff  
TA payments Temporary Layoff  
Total regular payments  
Separation payments  
Total trust fund payments~~

~~1. Trust fund payments~~

~~SUB payments Indefinite Layoff  
SUB payments Temporary Layoff  
TA payments Indefinite Layoff  
TA payments Temporary Layoff  
Total regular payments  
Separation payments  
Total trust fund payments~~

~~2. 1. Company payments~~

~~Unscheduled short week benefits  
Scheduled short week benefits  
Total Company payments~~

~~3. 2. Total Company payments~~

DC Number of Employees

1. Active
2. Layoffs - Indefinite  
Temporary  
Total
3. Total Employees

99B

E.T. 11/29/19

63

11/27/19  
JLF  
[Signature]

ED. Total number of hours for which Employees received pay

FE. SUB Maximum Financial Liability

1. Balance at beginning of month
2. Less charges to Cap for Company payments (Article VII, Section 1(b)(2))
  - a. ~~Periodic weekly contributions (Article VII, Section 2(b)(2)(i))~~
  - b. ~~Company payments (Article VII, Section 2(b)(3))~~
  - c. ~~Total Charges~~
3. Plus credits to the Cap
4. Balance at end of month

The information shown in the report under ~~A. Contributions~~, ~~B. A~~ Payments - Amount, ~~C. B~~ Payments - Number and ~~E. D.~~ Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

G. The Company shall furnish to the Union and the Board quarterly a listing by Plant showing the names of the persons who, during the preceding calendar quarter, accepted a Separation Payment, together with the Number of Hours' Pay, deductions, gross and net amounts applicable to each such Separation Payment.

H. On or before October 15 of each year, the Company shall furnish to the Union a report, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished by the Company for the preceding year regarding the monthly charges and credits against the SUB Maximum Financial Liability Caps for Hourly and Salaried Employees.

I. The Company ~~or the Trustee~~ shall furnish annually to each Employee who received Benefits or a Separation Payment, or both, during the year, a statement showing the total amount received and any amount of tax withheld therefrom.

J. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year.

K. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the average State System Benefit received by Employees for weeks with respect to which they received Regular Benefits paid without reduction for Other Compensation as defined in Section (3)(a) of Article II during the preceding year.

L. The Company shall comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

**(6 5 ) Cost of Administering the Plan**

~~(a) Expenses of Trustee~~

~~— The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the respective Funds.~~

*893*  
*E.T. 11/29/19*

*64*

*11/27/19*  
*UJ#*  
*ast*

~~(b)~~ Expenses of the Board

The compensation of the Impartial Chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

The Company members and the Union members of the Board and of Local Committees shall serve without compensation ~~from any Fund~~.

~~(c)~~ Cost of Services

~~The Company shall be reimbursed each year from the Funds for the cost to the Company of bank fees and auditing fees.~~

**(7.6) Benefits and Separation Payment Drafts Not Presented**

The right of an Employee to receive a Benefit or a Separation Payment shall cease and be considered for all purposes as though such right had never existed if, prior to the second anniversary of the date a draft for such Benefit or Separation Payment was issued to such Employee, such draft is, for any reason, not presented for acceptance by the bank on which it was drawn. Any portion of a ~~Fund payment~~ segregated by the ~~Trustee or~~ Company in connection with such Benefit or Separation Payment shall revert to ~~such Fund~~ the Company.

FJB

F.T.

11/29/19

65

11/27/19  
JJE

*[Signature]*



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(008) ARTICLE VIII - Miscellaneous**

**Article VIII  
MISCELLANEOUS**

**(1) General**

**(a) Purpose of Plan**

It is the purpose of this Plan with respect to payment of Regular Benefits and Separation Payments to supplement State System Benefits and not to replace or duplicate them.

**(b) Receipt of Benefits and Separation Payments**

Neither the Company's contributions nor any Regular Benefit or Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose (except as Separation Payments, paid under Article IV, Section (1)(a), and Regular Benefits are treated as if they were "wages" solely for purposes of Federal income tax withholding). No person who receives any Regular Benefit or Separation Payment shall for that reason be deemed an Employee of the Company ~~or~~ during such period.

**(2) Effect of Revocation of Federal Rulings**

If any rulings which have been or may be obtained by the Company holding,

~~\_\_\_\_\_ (a) that contributions to the Fund shall constitute currently deductible expenses under the Internal Revenue Code, as now in effect or as it may be hereafter amended, or under any other applicable federal income tax law, or~~

~~\_\_\_\_\_ (b) that no part of any such contributions shall be included for purposes of the Fair Labor Standards Act in the regular rate of any Employee, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Collective Bargaining Agreement) except for the purposes of disposing of the assets of the Fund as set forth in Section (4)(b) of this Article.~~

**(3) Alternate Benefits**

*WHL  
11/23/19 RAB*

*66*

*10/17/19  
Snow*

With respect to any state in which Supplementation is not permitted, the parties shall endeavor to negotiate an agreement establishing a plan for Alternate Benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an Employee who is ineligible to receive a State System Benefit for any of the reasons stated in Section (1)(b) of Article I of the Plan. Such Employee if otherwise eligible, may apply for and receive a Regular Benefit under the Plan. Automatic Short Week Benefits will be payable to an eligible Employee in such state.

#### (4) Amendment and Termination of the Plan

~~(a)~~ So long as any Collective Bargaining Agreement of which this Supplemental Unemployment Benefit Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement.

Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

~~(b)~~ Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Funds shall be used to pay expenses of administration and to pay Benefits to eligible Employees for a period of one year following termination, if not sooner exhausted. At the expiration of the one year period, the parties shall endeavor to negotiate a program for the orderly disposition of any remaining assets of the Funds for Employee benefits not inconsistent with the purposes of the Plan.

#### (5) Change in Status of Hourly or Salaried Employee

##### (a) ~~Special Terms Defined~~ Change in Status Defined

~~As used in this Section, the term~~

~~(1)~~ "Change in Status" means a change in the status of a person from that of an Hourly Employee to that of a Salaried Employee, or from that of a Salaried Employee to that of an Hourly Employee;

~~(2)~~ "Prior Fund" means the Hourly Fund and "New Fund" means the Salary Fund in the case of Change in Status of an Hourly Employee to a Salaried Employee; and "Prior Fund" means the Salary Fund and "New Fund" means the Hourly Fund in the case of a Change in Status from Salaried Employee to an Hourly Employee.

##### (b) Payment of Benefits After a Change in Status

~~(1)~~ The Employee's SUB entitlement will not change as a result of Change in Status.

~~(2)~~ After a Change in Status of an Employee, any Benefit payable to such Employee shall be payable from the New Fund (except for Automatic Short Week Benefits which shall be payable by the Company); however, if an Employee claims when making application for a Benefit and it is established to the satisfaction of the Company that such Employee experienced a Change in Status within one calendar year preceding

W11  
11/28/19 PJB

67

10/17/19  
11/17/19  
12/17/19  
Shaw

~~his last day worked in the Bargaining Unit, such Employee shall be entitled, if and to the extent that he would have been eligible for Benefits from the Prior Fund if there had been no Change in Status, to such Benefits from the Prior Fund for any layoff commencing within a year following such Change in Status.~~

**(6) Recovery of Other Benefit Plan or Program Overpayments**

The Company ~~or the trustee, at the direction of the Company,~~ shall make an appropriate deduction or deductions from any future benefit payments payable to the Employee under this Plan for purposes of recovering overpayments made to the Employee under any FCA US LLC Employee benefit plan. Amounts so deducted shall be remitted ~~by the trustee~~ by the Company to the applicable benefit plan. The Company ~~or trustee, as applicable,~~ by such remittance, shall be relieved of any further liability with respect to such payments.

WHL  
11/25/19  
PFB

BB

Snaw 10/17/19  
JZ  
10/17/19



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**(009) ARTICLE IX - Definitions**

**Article IX  
DEFINITIONS**

**(1) "Active Service"** - An Employee is in Active Service in any Pay Period for which he draws pay; and for the sole purpose of Section (1)(b) of Article IV, an Employee shall be deemed also to be in Active Service:

(a) while he is on an authorized vacation,

(b) while he is on an authorized leave of absence (other than a medical leave) which is limited, when issued, to 90 days or less,

(c) during the first 90 days he is on a medical leave of absence,

(d) while he is on a temporary layoff,

(e) while he is on a disciplinary layoff, or

(f) while he is absent without leave up to 10 calendar days from his last day worked, ~~or~~

~~(g) while he is on strike.~~

**(2) "Advance Credit Account"** means the amount provided under the 1988 SUB Plan.

**(3) "Bargaining Unit"** means a unit of Employees covered at the particular time by a Collective Bargaining Agreement between the Company and the Union.

**(4) "Base Hourly Rate"** (excluding cost-of-living allowance and any other premiums) as to an Hourly Employee means:

(a) with respect to a Regular Benefit or Separation Payment, the Employee's straight-time hourly rate on his last day of work in the Bargaining Unit; except, that if he

(i) had a higher straight-time hourly rate of record in 1 or more specified Bargaining Units at any time during the 13 consecutive Weeks ending with the Week which includes his last day

WNAK  
11/23/19  
FAB  
JP

69

god 10/24/19  
10/24/19

worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate; or

(ii) worked on incentive or piece work in at least 4 Pay Periods in 1 or more specified Bargaining Units during the 13 Week Period, Base Hourly Rate shall be the Employee's average earned hourly rate for the last 4 Pay Periods in which he worked in the Bargaining Unit(s) and for which he had any incentive earnings or, if higher, the Employee's average earned hourly rate for the first 4 Pay Periods worked in the Bargaining Unit(s) and for which he had any incentive earnings during the 13 Week Period; provided, however, that if it is established that during the 13 Week Period the Employee worked in less than 4 Pay Periods but during each such Pay Period worked on incentive or piece work, the Employee's Base Hourly Rate shall be his average earned hourly rate for such Pay Periods. Such average earned hourly rate shall be computed by dividing the Employee's total straight-time hourly earnings (excluding any premiums) for all hours worked during the applicable 4 Pay Periods by the total number of straight-time hours worked during such Pay Periods;

(b) with respect to an Automatic Short Week Benefit, the highest straight-time hourly rate paid the Employee in the Bargaining Unit during the Pay Period in which the Short Workweek occurs; and, for an Employee who worked on incentive or piece work at any time during the Pay Period in which the Short Workweek occurs, the average straight-time hourly earned rate for his last Pay Period worked in the Bargaining Unit immediately preceding the week in which the Short Workweek occurs;

(c) the Base Hourly Rate determined under (a) or (b) above, shall be adjusted to include:

(1) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Benefit is paid, and, for a Separation Payment, any such allowance in effect with respect to the last day worked in the Bargaining Unit, and

(2) with respect to Benefits, the amount of any improvement factor increase which became effective (pursuant to the Collective Bargaining Agreement) after the day or period used to establish his Base Hourly Rate. In such event the amount of annual improvement factor increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which his Base Hourly Rate was determined under (a) or (b) above. The Base Hourly Rate adjustment due to the annual improvement factor increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such annual improvement factor increase became or becomes effective.

(5) "Base Weekly Salary" (excluding cost-of-living allowance and any other premiums) as to a Salaried Employee means:

(a) with respect to a Regular Benefit or Separation Payment the Employee's weekly salary during the Pay Period in which he last worked in the Bargaining Unit; except that if an Employee had a higher weekly salary of record in one or more specified Bargaining Units during the 13 Week Period, Base Weekly Salary shall be such higher weekly salary;

(b) with respect to an Automatic Short Week Benefit, the highest weekly salary paid the Employee in the Bargaining Unit during the Pay Period in which the Short Workweek occurs;

(c) the Base Weekly Salary determined under (a) and (b) above shall be adjusted to include:

WML  
11/23/19  
RAB

70

SS 10/24/19  
10/24/19

(1) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which any such allowance in effect with respect to the last day worked in the Bargaining Unit, and

(2) with respect to Benefits the amount of any annual improvement factor increase which became effective (pursuant to the Collective Bargaining Agreement) after the Pay Period used in establishing his Base Weekly Salary. The Base Weekly Salary adjustment due to the annual improvement factor increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such annual improvement factor increase became or becomes effective.

(6) **"Benefit"** means an Alternate Benefit, an Automatic Short Week Benefit, a Leveling Week Benefit, a Regular Benefit or a Transitional Assistance Benefit, or any 2 or more as indicated by the context:

(a) **"Alternate Benefit"** means the benefit payable to an eligible Employee, in certain circumstances, in a State which does not permit Supplementation;

(b) **"Automatic Short Week Benefit"** means the benefit payable to an eligible Employee for a Short Workweek;

(c) **"Leveling Week Benefit"** means the Regular Benefit payable to an eligible Employee because, with respect to the Week, he was serving a State System "waiting week" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement;

(d) **"Regular Benefit"** means the benefit payable to an eligible Employee for a Week of Layoff in which he performed no work for the Company, and received no jury duty pay, bereavement pay or military pay from the Company or for which he received holiday pay from the Company, if he was not eligible for an Automatic Short Week Benefit for such Week.

(7) **"Board"** means the Board of Administration under the Plan.

(8) **"Collective Bargaining Agreement"** means any collective bargaining agreement between the Company and the Union which is in effect at the particular time and which incorporates this Plan by reference.

(9) **"Compensated or Available Hours"** for a Week shall be the sum of:

(a) all hours for which an Employee receives pay from the Company (excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as 1 hour; and

(b) all hours represented by payments to a Salaried Employee for casual absences or under the Salary Continuation Plan; and

(c) all hours scheduled for or made available to the Employee by the Company but not worked by him (including any period on leave of absence) provided, however, if the hours made available but not worked were:

(i) straight-time hours which the Employee has an option to refuse under an approved local supplemental seniority agreement or which he could refuse without disqualification under Section (3)(b)(3) of Article I, or

will  
11/23/19  
JAB

71

10/24/19  
10/24/19

(ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Physician, such hours are not to be considered as hours made available by the Company; and

(d) all hours not worked by the Employee because of any of the reasons disqualifying the Employee from receiving a Benefit under Section (3)(b)(2) of Article I; and

(e) all hours not worked by the Employee which are in accordance with a written agreement between the Labor Relations Supervisor or his designated representative and Plant Shop Committee or which are attributable to absenteeism of other Employees; and

(f) with respect to a part-time Hourly Employee (i.e., one who is regularly scheduled to work 20 or more hours but less than 40 hours per Week and who receives pay for less than 40), the number of hours equal to the difference between such Employee's regularly compensated hours during a Workweek and 40.

(10) "Continuous Service" or "Years of Continuous Service" means, for the purpose of this Plan, the total years of the latest period of unbroken service with the Company.

(11) "Company" means FCA US LLC.

(12) "Dependent" means a spouse or a person defined as a dependent under the Internal Revenue Code.

(13) "Effective Date" means ~~October 22, 2015~~ Month xx, 2019.

(14) "Employee" means an Employee in a Bargaining Unit.

(a) "Hourly Employee" means an Employee who at the particular time is paid on an hourly basis;

(b) "Salaried Employee" means an Employee who at the particular time is paid on a salary basis.

~~(15) "Fund" means the Hourly Fund or the Salary Fund established under the Plan to receive and invest Company contributions and to pay Benefits and Separation Payments;~~

~~(a) "Hourly Fund" means the Fund which receives Company contributions and from which Benefits and Separation Payments may be payable to Hourly Employees;~~

~~(b) "Salary Fund" means the Fund which receives Company contributions and from which Benefits and Separation Payments may be payable to Salaried Employees.~~

(165) "Guaranteed Benefit Account" means the amount provided under the 1988 SUB Plan.

(176) "Labor Market Area" means the areas as indicated in the ~~2015~~2019 FCA US LLC -UAW National Agreement.

WML  
11/23/19  
RJB  
JP

72

10/24/19  
10/24/19

**(187) "Life, Disability and Health Care Benefits Program"** means the program incorporated into the Collective Bargaining Agreement as Exhibit B.

**(198) "Local Committee"** means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations.

**(2019) "Pay Period"** means as to an Hourly Employee a period beginning 12:01 a.m. Monday and ending 168 hours thereafter; as to a Salaried Employee a period beginning 12:01 a.m. Monday and ending 336 hours thereafter.

**(240) "Plan"** means the amended Supplemental Unemployment Benefit Plan as set forth in this Exhibit D.

**(221) "Plant"** means any manufacturing or assembly plant, office, parts depot, or other Company activity at which there are Employees.

**(232) "Seniority"** means seniority status under a Collective Bargaining Agreement; and "Break in Seniority" means break in or loss of Seniority pursuant to a Collective Bargaining Agreement.

**(243) "Separation Payment"** means a lump sum amount payable to an eligible person by reason of qualified layoff and certain separations from the Company.

**(254) "Short Workweek"** means a Workweek during which an Employee has less than 40 Compensated or Available Hours and

(a) during which he performs some work for the Company or

(b) during which he receives some jury duty pay, bereavement pay, or military pay from the Company or

(c) for which he receives only holiday pay from the Company and, for the immediately preceding Week, he either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours.

(d) "Scheduled and Unscheduled Short Workweeks" mean:

(1) For purposes of the Plan, a Scheduled Short Workweek with respect to an Employee is a Short Workweek which Management schedules in order to reduce the production of the Plant, department, or other unit in which the Employee works, to a level below the level at which the production of such Plant, department, or unit would be for the Week were it not a Short Workweek, but only where such reduction of production is for the purpose of adjusting production to customer demand, or in the case of a Salaried Employee whose work is not closely related to production, is any Short Workweek, other than described in Subsection 2(ii) or 2(iii) below, and other than a Short Workweek which Management schedules because of circumstances beyond its control (such circumstances would include but are not limited to fires, floods, material shortages, or labor disputes), if such circumstances prevent the Salaried Employee from performing his normal work.

(2) For purposes of the Plan, an Unscheduled Short Workweek with respect to an Employee is any Short Workweek:

WHL  
11/23/19  
PAB

73

St 10/24/19  
10/24/19

(i) which is not a Scheduled Short Workweek as defined in subparagraph (1) of this subsection; or

(ii) in which an Employee returns to work from layoff to replace a separated or absent Employee (including an Employee failing to respond or tardy in responding to recall), or returns to work, after a full Week of layoff, in connection with an increase in production, but only to the extent that the Short Workweek is attributable to such cause; or

(iii) in which the Employee last works during the 2 weeks immediately preceding the end of a model run in his department or in which he returns to work during the 6 weeks immediately following the start of a new model run in his department but not to exceed 1 week in each case within a calendar year.

(3) For any Short Workweek which includes both Scheduled and Unscheduled Short Workweek circumstances with respect to an Employee,

(i) the number of hours by which 40 exceeds the Compensated or Available Hours will be deemed to be hours for which a Benefit for a Scheduled Short Workweek is paid to the extent that such hours do not exceed the hours not worked for reasons set forth in subparagraph (l) of this Definition, and

(ii) any remaining hours will be deemed to be hours for which a Benefit is paid for an Unscheduled Short Workweek.

**(265) "State System"** means any system or program established pursuant to any state or federal law for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test. State System also includes:

(a) any system or program established by law to supplement, replace or extend the benefits available under any state or federal laws for paying benefits to persons on account of their unemployment (such as the Trade Readjustment Allowances provided under the Federal Trade Expansion Act of 1962, as amended, and the Trade Act of 1974), or

(b) any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowances. "State System Benefit" means a lost time benefit which an Employee received under a workers' compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life, Disability and Health Care Benefits Program, and an unemployment benefit payable under a State System, including any dependency allowances and training allowances but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any "back to work" payment for a week made, in addition to the regular State System Benefit otherwise payable for such week, to an applicant who has been on layoff for a prescribed number of weeks and returns to full-time work within a prescribed period. If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.

**(276) "SUB Maximum Financial Liability Cap for Hourly Employees"** means the amount available for SUB benefits as described under Article VII, Section 21 (a)(3).

WML  
11/23/19  
RJR

74

10/24/19  
10/24/19

**(287) "SUB Maximum Financial Liability Cap for Salaried Employees"** means the amount available for SUB benefits as described under Article VII, Section 2 ~~1~~ (b) ~~(3)~~ (2) .

**(298) "Supplementation"** means recognition of the right of a person to receive both a State System Benefit and a Regular Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the State System Benefit because of the payment of the Regular Benefit under the Plan.

~~(30) "Trustee" means the trustee or trustees of any Fund established under the Plan.~~

**(3129) "Union"** means International Union, UAW.

**(3230) "Week"** when used in connection with eligibility for and computation of Benefits with respect to an Employee means:

(a) a period of layoff equivalent to a Workweek, or

(b) a Workweek for which the total pay received or receivable by an Employee from the Company (excluding payment in lieu of vacation), and any amount of pay for hours made available by the Company but not worked, (excluding however, hours not worked which the Employee had an option to refuse under the Collective Bargaining Agreement or could refuse without disqualification under Section (3)(b)(3) of Article I) is less than the benefit amount described in Article II, Section 1(a) or

(c) A Short Workweek.

**(331) "Week of Layoff"** shall include any such Week; provided, however, that if there is a difference between the starting time of a Workweek and of a week under an applicable State System, the Workweek shall be paired with the State System week which corresponds most closely thereto in time; except that if an Employee is ineligible for a State System Benefit because of any of the reasons set forth in Section (1)(b) of Article I (excluding the reasons under items (iii) and (iv) thereof) for the entire continuous period of layoff, the week under the State System shall be assumed to be the same as the Workweek. If an Employee becomes ineligible for a State System Benefit because of reasons set forth in Section (1)(b) of Article I, excluding items (iii) and (iv) thereof, during a continuous period of layoff, the week under the State System shall be assumed to continue to be, for the duration of the layoff period during which he remains so ineligible, the 7-day period for which a State System Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an Employee is ineligible for a State System Benefit because of the reason set forth in item (iii) of Section (1)(b) of Article I, the Week under the State System shall be assumed to be the 7-day period which would have been used by the State System if the Employee had applied for a State System Benefit on the first day of partial or full layoff in the Workweek and had been eligible otherwise for such State System Benefit.

**(3432) "Weekly After-Tax Pay"** means the amount of an Employee's Weekly Straight-Time Pay reduced by the sum of all Federal, state and municipal taxes and contributions which would be required to be collected, deducted or withheld by the Company from a regular weekly wage of such amount if paid to him for the last Pay Period he worked in the Bargaining Unit.

**(353) "Weekly Straight-Time Pay"** means an amount equal to an Hourly Employee's Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40 (or in the case of a part-time

WAL  
11/23/19  
FAB

75

10/24/19  
10/24/19

Hourly Employee, by the number of hours he is regularly scheduled to work during a Workweek); or to a Salaried Employee's Base Weekly Salary (as determined for a Regular Benefit).

(364) "Workweek" means a period beginning at 12:01 a.m. Monday and ending 168 hours later

WNL  
11/23/19  
JRB  
W

76

10/24/19  
10/24/19



FIAT CHRYSLER AUTOMOBILES

Exhibit E

(001) Exhibit E - Relocation Allowance Plan

RELOCATION ALLOWANCE PLAN

Incorporated by reference in collective bargaining agreements dated ~~October 22, 2015~~ September xx, 2019, between FCA US LLC and the UAW.

(1) Eligibility

An employee shall be eligible for a Relocation Allowance provided that:

(a) he is engaged on an operation or employed in a department which is transferred on or after January 1, 1962, from one (1) plant (hereinafter referred to as Prior Plant) to another plant (hereinafter referred to as New Plant) of the Company and he transfers to the New Plant pursuant to the section of the Collective Bargaining Agreement relating to Transfer of Operations Between Plants (Section (68)(a) or (b) of the PM&P Agreement, dated ~~October 22, 2015~~ September xx, 2019 or the corresponding section in the OC&E of any other Collective Bargaining Agreement between FCA US LLC and the UAW) and commences work at the New Plant; and

(b) he had seniority on the last day he was in Active Service as defined in Definition (1) of Article IX of the Supplemental Unemployment Benefit Plan, Exhibit D, at the Prior Plant and such Seniority has not been broken by quit on or prior to the date on which the Relocation Allowance is paid; and

(c) he is being placed at a New Plant out of his labor market area unless the New Plant is located less than fifty (50) miles from his Prior Plant.

When employees are relocated, they will make application for Relocation Allowance selecting from the following Relocation Package options:

Option 1 - Enhanced Relocation

Employees will receive a Relocation Allowance up to a maximum of \$30,000, ~~\$6,000~~ \$8,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. The signing bonus will be paid approximately two (2) weeks following the Company's receipt of the employee's relocation election. An additional amount of \$16,000 will be paid to the employee at the new location. After the employee reports to the new location, payment will be made within thirty (30) days.

WAK  
11/29/19

SP  
11/29/19

77

DAB 11/29/19  
DHA

After one (1) year of employment, employees may receive ~~\$8,000~~ \$6,000, paid within thirty (30) days, if they continue to be employees of the Company at the new location.

Employees who are placed and accept the Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee for a period of thirty-six (36) months unless the employee's status changes to laid off. In the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce, the thirty-six (36) month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other FCA US LLC locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area.

Detailed information regarding payments pertaining to the Enhanced Relocation Allowance will be made available to employees.

### Option 2 - Basic Relocation

Employee will receive a lump sum Relocation Allowance in the amount of ~~\$4,800~~ \$6,000. Following the Company's receipt of the employee's relocation election and the employee reports to the new location, payment will be made within thirty (30) days.

The employee who accepts the Basic Relocation Allowance will be eligible to apply for Return to Home Plant or Labor Market Area after working at the New Plant of relocation for a period of six (6) months or upon indefinite layoff from the New Plant.

Employees who return to their Home Plant in another Labor Market pursuant to M-11 will be eligible only for a basic relocation allowance.

### Option 3 - Modified Enhanced Relocation

The Modified Enhanced Relocation option is available only to indefinitely laid off employees transferred involuntarily to an Out of Labor Market Area Placement under the provisions of Letter 247 Placement and Workforce Utilization.

Employees will receive a Relocation Allowance up to a maximum of ~~\$50,000~~ \$30,000, ~~\$10,000~~ \$6,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. The signing bonus will be paid approximately two (2) weeks following the Company's receipt of the employee's relocation election.

An additional amount of ~~\$20,000~~ \$4,000 will be paid to the employee at the new location. After the employee reports to the new location, payment will be made within thirty (30) days.

If they continue to be employees of the Company at the new location, the following schedule of additional payments will be made within thirty (30) days after the anniversary of their start date; providing that the New Plant is more than one hundred (100) miles from his Prior Plant. If the New Plant is over fifty (50) miles but less than one hundred (100) miles from his Prior Plant, the employee must present a signed Lease Agreement or Purchase Agreement for a home that is less than fifty (50) miles from the New Plant. Documentation must be

WIK  
11/29/19  
SGL  
11/29/19

ZB

DAB 11/29/19  
DHN

presented within one (1) year from the date of transfer to the New Plant. In order for the employee to qualify for the "After 2 years" payment, proof of continued relocation must be presented:

After 1 year: \$10,000 ~~\$20,000~~

After 2 years: \$10,000

Employees choosing the Modified Enhanced Relocation may exercise their recall and Return to Home Plant rights after six (6) months of employment at the new location.

Employees who choose to Return to their Home Plant are not entitled to receive any additional unpaid relocation payments, nor any basic relocation for the Return to Home Plant transfer.

~~Employees who are placed and accept the Modified Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee unless the employee's status changes to laid off or in the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce.~~

~~Employees receiving the Modified Enhanced Relocation Allowance will terminate their seniority at all other FCA US LLC locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area for plants where their seniority was broken.~~

## (2) Effect of Other Relocation Benefits

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future Federal or State legislation, the employee must apply for such legislated relocation allowance prior to receiving any Relocation Allowance under the provisions of this paragraph. The amount of Relocation Allowance provided under this Exhibit E when added to the amount of Relocation Allowance provided by such legislation shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Exhibit E.

(3) When operations are concurrently transferred between two (2) or more plants, the number of employees to be transferred from one (1) plant will be offset against the number to be transferred to that plant and only the number of employees equal to the net difference will be transferred and entitled to Relocation Allowance.

(4) The services of a consultant or consultants, selected by the Company and agreed to by the Union and provided at the expense of the Company, will be made available to eligible employees with regard to assistance in home selling, home buying, assistance in moving household goods, and new community orientation.

Exhibits B, C, D, E, are incorporated by reference in the applicable collective bargaining agreements.

INTERNATIONAL  
UNION, UAW

FCA US LLC

W/11  
11/29/19

Spl  
11/29/19

79

DAB 11/29/19  
DHA



FIAT CHRYSLER AUTOMOBILES

Exhibit F

**(001) Exhibit F - Profit Sharing Plan**

**EXHIBIT F  
SUPPLEMENTAL AGREEMENT  
(PROFIT SHARING PLAN)**

On this ~~22nd~~<sup>xx</sup> day of October, ~~2015~~<sup>2019</sup>, FCA US LLC, hereinafter, referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

**Section 1. Establishment of Plan**

Subject to the approval of its Board of Directors, the Company will establish a Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States, hereinafter referred to as the "Plan", a copy of which is attached hereto as Part B and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

**Section 2. Administration**

(a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as a result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Employee's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such person for such Plan Year and (2) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

PGR

J.T. 11/27/19

80

9820 CM  
11/27/19

(b) The Union shall be informed of the results of a review of a request by an Employee or beneficiary of an Employee pursuant to Article VI, Section 6.06 of the Plan, provided the Employee is represented by the Union.

(c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any payment under this Plan, Compensated Hours shall be credited to an Employee who is on a leave of absence under Section 80 of the National Production & Maintenance Agreement or Section 67 of the National Office, Clerical & Engineering Agreement if the leave was granted for the purpose of permitting the Employee to engage in the business of or to work for the Local Union and provided further that each such Employee is involved in the in-plant administration of the provisions of such National Agreement.

### Section 3. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

(b) All computations made by the Company to determine NAFTANorth America Adjusted Earnings (Loss) Before Interest and Taxes, ("NAFTANorth America Adjusted EBIT") and the Eligible Profit Share Amount, when based on the information that FCA N.V. reports to its shareholders, the investment community and to the Securities and Exchange Commission ("SEC") shall be final and binding on the Union, Employees, beneficiaries and the Company.

In the event of changes in the overall corporate structure of the Company or any other change that have had or will potentially have a material impact on Eligible Profit Share Amounts, the Company shall calculate the effect of such changes, shall provide a schedule detailing the effect of all changes to the Union for review, and will meet with the Union to determine a mutually agreeable solution. The fundamental principal guiding any mutually agreeable solution would be the parties' mutual interest in preserving the integrity of the Profit Sharing Plan and ensuring that Eligible Profit Share Amounts will be calculated on a fair and consistent basis and in a manner consistent with the spirit of this Agreement. Notwithstanding any other provision of this Agreement, any unresolved disputes over such changes and their impact on Eligible Profit Share Amounts shall be subject to binding arbitration and shall be submitted to a mutually acceptable impartial person as described in Section 3.(d) for resolution.

If FCA N.V. modifies its NAFTANorth America segment such that, under generally accepted accounting principles, a restatement of the segment reporting footnote in the audited, annual consolidated financial statements is made, the parties will meet to determine a mutually agreeable solution for determining profit sharing under the Plan on a prospective basis.

(c) The Company shall disclose to the Union on an annual basis a schedule in the form below. In addition, the Company will respond as soon as practicable to reasonable requests from the Union for information regarding the calculations and information used in determining any Profit Share Amount.

FCA N.V. NAFTANorth America Adjusted EBIT  
1 \$ \_\_\_\_\_

Divide by:

PGB  
F.T. 11/27/19

BI

ASW CM  
11/27/19

FCA N.V. NAFTA North America Revenues  
1 \$ \_\_\_\_\_

FCA N.V. NAFTA North America Adjusted EBIT  
Margin \_\_\_\_\_ %

Multiply by:

100 \_\_\_\_\_ 100

Multiply by:

~~\$800900~~ \$ \_\_\_\_\_ 800900

Eligible Profit Sharing Amount  
Employees: \$ \_\_\_\_\_

with >= 1,850 Compensated Hours \_\_\_\_\_

with < 1,850 Compensated  
Hours \_\_\_\_\_

Average Compensated Hours for Employees  
with < 1,850 Compensated  
Hours \_\_\_\_\_

Total Plan Year Profit Sharing Fund \$ \_\_\_\_\_

Total Compensated Hours \_\_\_\_\_

Profit Share per Compensated Hour \$ \_\_\_\_\_

Compensated Hours Employees

0.00 - 100.00

100.01 - 200.00

200.01 - 300.00

300.01 - 400.00

400.01 - 500.00

500.01 - 600.00

600.01 - 700.00

700.01 - 800.00

PQB  
E.T. 11/27/19

B2

QSW CM  
11/27/19

800.01 - 900.00  
900.01 - 1,000.00  
1,000.01 - 1,100.00  
1,100.01 - 1,200.00  
1,200.01 - 1,300.00  
1,300.01 - 1,400.00  
1,400.01 - 1,500.00  
1,500.01 - 1,600.00  
1,600.01 - 1,700.00  
1,700.01 - 1,800.00  
1,800.01 - 1,849.00

=> 1,850

Total Employees

<sup>1</sup>Source: Segment Reporting Footnote in FCA N.V. 20-F Filed with SEC

The Union has the right to engage independent consultants regarding the information provided by the Company.

(d) Any dispute or disagreement arising between the parties with respect to this Agreement or the Plan shall be immediately referred to the Vice President and Director of the Chrysler Department and the Company's Vice President of Employee Relations. The Company and Union recognize it is in the best interest of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to the dispute or disagreement then either party may refer the dispute to a mutually acceptable impartial person for resolution upon thirty (30) days notice to the other party. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Employees, and the Company. Except as may be provided in this Section 3(d), such impartial person shall not, however, have any authority to determine accounting policies or any adjustment made by the Company used in the computation of NAFTANorth America Adjusted EBIT or to change the dollar amount of NAFTANorth America Adjusted EBIT. The determination of accounting policies (e.g., depreciation, expense allocation, etc.) so long as they are within generally accepted accounting principles remains within the sole discretion of the Company and such determination of accounting policies shall be final and binding upon the Union, Employees and the Company. However, for purposes of the Plan only, the impartial person shall have authority to ensure Eligible Profit Share Amounts are calculated with the core principle that Employees deserve to share in the economic gains the Company realizes from its North American operations. Accordingly, the parties intend, and an impartial person shall be empowered to act upon, the idea that Eligible Profit Share Amounts should reflect - and be linked to - the nature of the profitability figures reported to investors. Under such circumstances, the impartial person may modify the Eligible Profit Share Amount for purposes of payment

PGB

E.T. 11/27/19

B3

ASW CM  
11/27/19

under the Profit Sharing Plan. In addition, such impartial person shall have authority to resolve any disagreements which may arise out of Section 3(b) of this Supplemental Agreement. (e.g. FCA N.V. modification of its NAFTA North America segment, etc.). The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Company and the Union, shall be shared equally by the Company and the Union. Absent the parties agreement on an impartial person, and upon sixty (60) days notice by either party, each party shall submit a description of the nature of the disagreement to the Federal Mediation and Conciliation Service (FMCS) who shall provide a list of seven (7) arbitrators, each of whom is a member of the National Academy of Arbitrators and an attorney and/or legal professional experienced in the area of resolving disputes concerning collectively bargained profit sharing plans, enhanced and incentive pay plans. No later than seven (7) days following receipt of the initial panel, either party may request a second panel, which will be provided at the cost of the requesting party. Once the panel is settled upon, the parties shall alternatively strike names from the list until one remains. The order of the strikes shall be determined by coin flip. The impartial person will be notified of their selection.

#### Section 4. Governmental Rulings

(a) The Plan, as set forth in Part B, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Company obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Company, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Employee.

(b) The Company shall apply promptly to the appropriate agency for the ruling described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the UAW Vice President and Director of the National ~~Chrysler~~ FCA Department, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall be written and shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

#### Section 5. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Profit Sharing Amount that otherwise would accrue for calendar year ~~2019~~ 2023 will be paid and administered in accordance with the provisions of the ~~2015~~ 2019 Agreement and Plan, as amended herein. In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

INTERNATIONAL UNION, UAW

FCA US LLC

PQB  
11/27/19

BA

QF w/ CH  
11/27/19



FIAT CHRYSLER AUTOMOBILES

Exhibit F Part B

**(001) Article I - Establishment and Effective Date of Profit Sharing Plan**

**PART B  
FCA US LLC PROFIT SHARING PLAN  
FOR HOURLY AND REPRESENTED SALARIED EMPLOYEES  
IN THE UNITED STATES**

**ARTICLE I  
ESTABLISHMENT AND EFFECTIVE  
DATE OF PROFIT SHARING PLAN**

**1.01 Establishment of Plan**

FCA US LLC hereby establishes The FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States (hereinafter referred to as the Plan).

**1.02 Effective Date of Amended Plan**

The amended Plan shall become effective January 1, ~~2016~~2020, except as otherwise may be provided herein. This Plan shall apply to the determination, allocation and payment of Employee profit sharing for the ~~2016~~2020 calendar year.

RGB  
E.T  
11/27/19

05

  
11/27/19



FIAT CHRYSLER AUTOMOBILES

Exhibit F Part B

(002) Article II - Definition of Terms

ARTICLE II  
DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows:

2.01 "Administrator"  
Administrator means FCA US LLC.

2.02 "Company"  
Company means FCA US LLC.

2.03 "Compensated Hours"

(a) Compensated Hours means all hours, for which an employee who is eligible to receive a payment for a Plan Year received pay from the Company with respect to hourly-rate or salary-rate employment as an Employee during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which an Employee who is eligible to receive a payment for a Plan Year receives Compensated Hours as listed below:

- Straight Time Hourly Base Wages
- Straight Time Salary Base Wages
- Overtime (with each hour paid at premium rates to be counted as one hour)
- Vacation and Paid Absence Allowance
- Holiday Pay
- Related Training - Temporary Layoff Payments
- Bereavement Pay
- Jury Duty Pay
- Short-Term Military Duty Pay
- Call-In Pay
- Grievance Awards <sup>1</sup>

<sup>1</sup> Includes grievance awards paid during a Plan Year that represent back pay for any Plan Year; provided, however, any back pay award in connection with reinstatement shall constitute Eligible Pay only for the Plan Year for which it is awarded.

*RJR*

*E.T. 11/27/19*

*86*

*WJ 11/27/19*

However, no hours shall be duplicated because of payment under more than one Compensated Hours category.

All other categories of compensation, including moving allowance, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short-week benefit payments), any imputed income as may be designated by law (including, but not limited to, the cost to the Company of providing Legal Services, and Group Life Insurance and Survivor Income Benefit coverage in excess of \$50,000) and distributions of Profit Sharing Amounts under this Plan shall be excluded from the definition of "Compensated Hours."

An Employee who is eligible under this Plan at any time during a Plan Year pursuant to Section 2(c) of the Agreement shall have his or her Compensated Hours credited, for each calendar week or part thereof, on or after the date on which the Employee was enrolled in the Plan, while on Local Union leave, with an amount up to the straight time hours (for a maximum of 40 hours) such Employee would have worked if employed during such calendar week or part thereof.

(b) Compensated Hours shall include, for an Employee who otherwise would be eligible to receive a payment for a Plan Year, for each complete calendar week during such Plan Year that the Employee is on an approved medical leave and for such complete calendar week has received workers' compensation payments from the Company as the result of a totally disabling occupational injury or disease under any workers' compensation law or act or any occupational disease law or act, the straight time hourly base wages or straight-time salary hours (for up to 40 hours) such Employee would have earned if employed for such calendar week; provided:

(i) the Employee otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Employee is actively at work for the Company during at least one complete calendar week in the Plan Year

#### 2.04 "Employee"

Employee means

(a) person regularly employed by the Company in the United States on an hourly-rate basis or a salary basis. Such persons regularly employed shall be:

(i) hourly-rate persons and represented salary persons employed on a full-time basis; and

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employee" shall not include leased employees as defined under Section 414 (n) of the Internal Revenue Code.

#### 2.05 "NAFTANorth America Adjusted EBIT"

NAFTANorth America Adjusted EBIT means Adjusted Earnings Before Interest and Taxes ("EBIT"), for the NAFTANorth America segment as reported in the FCA N.V. Form 20-F as filed

PQB  
E.T. 11/27/19

87

WJ  
11/27/19

with the SEC. The NAFTANorth America segment is FCA N.V.'s operations to support distribution and sales of mass-market vehicles in the United States, Canada, Mexico, and the Caribbean Islands, primarily through the Chrysler, Dodge, Fiat, Jeep and Ram Brands. Adjusted EBIT is defined as EBIT excluding gains/(losses) on the disposal of investments, restructuring, impairments, asset write-offs and other unusual income/(expenses) that are considered rare or discrete events that are infrequent in nature. This definition results in the exclusion from NAFTANorth America Adjusted EBIT of non-operating results that management does not consider when assessing and measuring the operational and financial performance. In the event changes in reporting requirements, terminology or reporting practices (e.g. elimination of Sarbanes-Oxley Act) affect the calculation or public disclosure of NAFTANorth America Adjusted EBIT, as defined above, the affected calculation shall be performed in a manner consistent with the disclosure of operational and financial performance to the FCA N.V.'s financial stakeholders and/or investment analysts. In the event that FCA N.V. is no longer required to publicly disclose its financial results and/or it chooses not to, the Company shall provide the Union a schedule which computes NAFTANorth America Adjusted EBIT in a manner consistent with how the figure is defined and reported, as described above. In the event that FCA N.V. modifies its Adjusted EBIT definition from the above, the parties will meet to determine a mutually agreeable solution for determining NAFTANorth America Adjusted EBIT on a prospective basis.

#### 2.06 "NAFTANorth America Adjusted EBIT Margin"

NAFTANorth America Adjusted EBIT Margin is calculated as NAFTANorth America Adjusted EBIT divided by NAFTANorth America Revenues. The resulting percent will be rounded to the nearest 0.1% for purposes of calculating the Eligible Profit Share Amount and the New Hire Premium.

#### 2.07 "NAFTANorth America Revenues"

NAFTANorth America Revenues means Revenues of the NAFTANorth America segment as reported in the FCA N.V. Form 20-F as filed with the United States Securities and Exchange Commission. In the event FCA N.V. modifies NAFTANorth America Revenues, the parties will meet to determine a mutually agreeable solution for determining NAFTANorth America Revenues on a prospective basis.

#### 2.08 "Plan"

Plan means The FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States.

#### 2.09 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

#### 2.10 "Profit Sharing Amount"

The amount to be paid to an Employee for a Plan Year, determined by multiplying such Employee's Compensated Hours for such Plan Year by the Profit Share Per Compensated Hours for such Plan Year. The Employee's Profit Share Amount shall be rounded using the common method to the nearest cent. The Profit Share Amount paid to an Employee is uncapped.

PJB

E.T. 11/27/19

BB

SS

11/27/19

**2.11 "Eligible Profit Share Amount"**

Eligible Profit Share Amount means the amount calculated in accordance with the following table and Section 3.(c):

<b>Eligible Profit Share Amount per 1.0% FCA NAFTA North America Adjusted EBIT Profit Margin</b>	
<b>FCA NAFTA North America Adjusted EBIT Profit Margin</b>	<b>Eligible Profit Share Amount</b>
0% to 1.9%	\$0
2.0% or above	\$800900

The above calculation is capped at \$12,000.

**2.12 "Plan Year Profit Sharing Fund"**

(i) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with greater than or equal to 1,850 Compensated Hours,

plus

(ii) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with less than 1,850 Compensated Hours, the product of which will then be multiplied by the average Compensated Hours for such Employees with Compensated Hours less than 1,850 divided by 1,850.

**2.13 "Profit Share Per Compensated Hour"**

The amount calculated by dividing the Plan Year Profit Sharing Fund for a Plan Year by the aggregate number of Compensated Hours of all Employees for such Plan Year.

PQB

E.T.

11/27/19

89

WJ  
11/27/19



FIAT CHRYSLER AUTOMOBILES

Exhibit F Part B

(004) Article IV - Payment of Profit Sharing Amounts

ARTICLE IV
PAYMENT OF PROFIT SHARING AMOUNTS

4.01 When Profit Sharing Amounts are Determined and Paid

(a) Commencing with the 20162020 Plan Year and as soon as administratively feasible, but in no event later than the end of the third month following the end of the Plan Year or 30 days after filing the Form 20-F with the SEC, the Profit Sharing Amount will be determined and paid to each eligible Employee pursuant to this Article IV. The Company shall deduct from the amount of any such payment to an Employee any amount required to be deducted, by reason of any law or regulation, including without limitation, for payment of taxes or other payments to any federal, state, or local government. Each payment less than the maximum shall be accompanied by a statement showing the prorated calculation of such Employee's Profit Sharing Amount. Withholding tax obligations of the Company with respect to any such payment will be satisfied as determined by the Administrator of the Plan. No interest shall be payable with respect to any such Profit Sharing Amount.

(b) In lieu of receiving a payment in cash pursuant to subsection (a) of this Section 4.01, each Employee entitled to a payment for any Plan Year of a Profit Sharing Amount as defined in Article II, Section 2.11 other than an Employee whose employment terminated prior to payment of such Profit Share Amount, may elect, to have the Company contribute to the Employee's account under the FCA US LLC Hourly Employees' Deferred Pay Plan, or the FCA US LLC Salaried Employees' Savings Plan an amount up to 100%, after all legally required deductions, in multiples of 1%, of such distribution, but not in excess of the maximum amount permitted under Section 415, 402(g), and 401(k) of the Internal Revenue Code. Such contributions shall be subject to all applicable Hourly Employees Deferred Pay Plan or Salaried Employees Savings Plan provisions, including the opportunity annually to make a new contribution election related to such payments. Once the contribution has been completed and payments of Profit Sharing Amounts have been deposited, the profit sharing deferral election will be reset to zero. If the Administrator does not receive an election from an Employee on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Employee's Profit Sharing Amount for the Plan Year shall be paid to the Employee.

(c) Represented salaried employees who make a profit sharing deferral election and are subsequently identified as highly compensated as defined under Section 414(q) of the Code will

PQB

F.T.

11/27/19

Handwritten scribbles and the number 90

Handwritten initials and date 11/27/19

have their election limited to the maximum deferral percentage allowed for base salary under the Salaried Employees' Savings Plan.

(d) Such election shall be made by the Employee at such time and in such manner as the Administrator shall determine. If the Employee does not make an election during the profit sharing deferral election period as established by the Administrator for the applicable Plan Year, the Profit Sharing Amount for the Plan Year shall be distributed to the Employee except a portion of the employee's Profit Sharing Amount will be deferred to the appropriate savings plan in accordance with any deferred election the employee may have in effect under such savings plan.

(e) Any amounts elected to be contributed by an Employee pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415, 402(g), and 401(k) of the Code and/or as a result of the application of Section 4.01(c) of this Article IV shall be paid to the Employee.

#### 4.02 To Whom Profit Sharing Amounts are Paid

In addition to Employees who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible (i) Employees on layoff or leave of absence, including sick leave, at the end of the Plan Year, (ii) Employees who retired during the Plan Year, and (iii) beneficiaries of Employee(s) who died during the Plan Year. Employees who terminated employment during the Plan Year for any reason other than death or retirement or pursuant to any voluntary termination of employment program shall not be eligible for a payment for the Plan Year. The amount of any such payment shall be determined in accordance with Section 2.03 and 2.11 of this Plan respectively.

Payment of a Profit Sharing Amount will be made only to an Employee. However, if the Employee is deceased at the time of payment, the payment will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

#### 4.03 Overpayments and Underpayments

No amount allocated to an Employee entitled to a payment for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it is determined an error in excess of \$25 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Employee's Profit Sharing Amount (correctly determined) is greater than the amount paid to such Employee by an amount in excess of \$25, the deficiency shall be paid to such Employee within 60 days after such determination; provided, however, that no such payment shall be required with respect to a deficiency that is \$25 or less or after 120 days from the date the Profit Sharing Amount was paid if within that time no such determination of a deficiency has been made or no credible claim of deficiency has been submitted by the Employee or by the Union on behalf of the Employee.

(ii) If such Employee's Profit Sharing Amount (correctly determined) is less than the amount paid to such Employee by an amount in excess of \$25, written notice there-of shall be mailed to such Employee receiving such Profit Sharing Amount and the Employee shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Employee fails to return such amount promptly, the Company

PQB  
E.T. 11/27/19

~~91~~ 91

ASW  
11/27/19

shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company to the Employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

**4.04 Benefit Drafts Not Presented**

Any payment made to the Employee but not claimed by the Employee may be reissued upon a proper request to the Company, provided such funds have not been surrendered by the Company pursuant to applicable escheat law.

RJB  
E.T. 11/27/19

~~99~~ 92

USW  
11/27/19



FIAT CHRYSLER AUTOMOBILES

Exhibit F Part B

(006) Article VI - Administration

**ARTICLE VI  
Administration**

**6.01 Administrative Responsibility**

The Company will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decisions of the Company will be final and binding upon any of its employees.

**6.02 SEC Reports and Supplemental Information**

FCA N.V. will file a Form 20-F annually with the SEC, which will include NAFTANorth America Adjusted EBIT. This amount will be used to determine the Eligible Profit Share Amount under Section 2.11. Upon filing of the Form 20-F to the SEC, NAFTANorth America Adjusted EBIT, be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan. Upon filing of the Form 20-F with the SEC, the computations and calculations reflected therein, including without limitation, the NAFTANorth America Adjusted EBIT shall be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan.

The Company has represented to the Union that, in FCA N.V.'s Form 20-F filing, FCA N.V. will disclose NAFTANorth America Adjusted EBIT. In the event that FCA N.V. does not do so in its Form 20-F filing, the Company will inform the Union in advance of the matter in which FCA N.V. intends to report NAFTANorth America Adjusted EBIT or its equivalent, and the parties will mutually agree on the public filing that will be relied upon in determining the NAFTANorth America Adjusted EBIT to be used for purposes of the calculations to be performed under the Profit Sharing Plan. In the event that North America Adjusted EBIT is not disclosed in a public filing, the company agrees to provide the Union with a calculation of North America Adjusted EBIT. This calculation will be prepared in a manner that is consistent with the methodology used to determine this non-GAAP measure in the last year that North America Adjusted EBIT was disclosed in a public filing. The calculation will be accompanied by a report issued by the Company's independent Auditor, validating that the calculation is consistent with the previous methodology.

**6.03 Administrative Expenses**

RQB  
E.T. 11/27/19

~~95~~ 95

ASW CM 11/27/19

Administrative expenses of the Plan shall be paid by the Company.

#### 6.04 Non-Assignability

Except as provided by applicable law and the recovery of overpayments under Article IV, Section 4.03, no right or interest of any Employee under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Employee under this Plan shall be liable for, or subject to, any obligation or liability of such Employee.

#### 6.05 Incapacity

In the event a court of competent jurisdiction determines that an Employee to whom a Profit Sharing Amount is payable under this Plan lacks the capacity to handle his or her own affairs due to illness, accident or other infirmity, any payment under this Plan shall be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such Plan payments on behalf of such Employee and such payments shall, to the extent thereof, discharge all liability of the Company and each other fiduciary with respect to this Plan.

#### 6.06 Notice of Denial

The Administrator shall provide adequate notice in writing to any Employee or beneficiary, whose request for a payment or for a payment in a greater amount under this Plan has been denied, setting forth the specific reason or reasons for such denial. The Employee or authorized Employee representative shall be given an opportunity for a full and fair review by the Company of the decision denying this request. The Employee will be given a reasonable period of time to be established by the Company from the date of the notice denying such request, within which to request such review.

PQB  
E.T. 11/27/19

96

CSW CM 11/27/19



FIAT CHRYSLER AUTOMOBILES

Exhibit F Part B

Local Union Leaves

October 12, 2011 ~~September xx, 2019~~

(02) Local Union Leaves

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mrs. Cynthia Estrada

Dear ~~Sir~~ Mrs. Estrada:

During discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that employees on leave under Section 80 of the National Production & Maintenance Agreement or Section 67 of the National Office, Clerical & Engineering Agreement, to engage in the business of or to work for the Local Union should be included as eligible employees under such Plan. The Company pointed out, however, that certain employees, such as Trustees, Sergeants at Arms, and Guides, and any other employees not involved in the in-plant administration of the National Agreement, would not be included in the Plan, and would not be credited with any Compensated Hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of the name, ~~Social Security~~ number C-ID, job title and periods of time each employee is eligible for benefits under the Profit Sharing Plan. Local management shall review and verify whether the employee was on approved leave.

Very truly yours,  
CHRYSLER LLC FCA US LLC

By A. A. Iacobelli Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~General Holiefield~~ Cynthia Estrada

PJR  
E.T. 11/27/19

97

CM 11/27/19

---

## New Exhibits

98

---



FIAT CHRYSLER AUTOMOBILES

Group Legal Services

(000) MOU - Legal Services Plan Benefit

September 15, 2015

Memorandum of Understanding  
Legal Services Plan Benefit

September xx, 2019

(N-xx) Legal Services

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations the parties discussed the existing UAW - FCA-Ford-General Motors Legal Services Plan ("LSP" or Plan) and the continuation of that Plan during the term of the 2019 National Agreement. In order to provide for the continuation of the Plan while addressing concerns about Plan cost, existing Plan design and benefits provided, and the existing eligibility rules for the Plan, the parties possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties' 2011 agreement, it was decided that the LSP would cease accepting new cases as of December 31, 2013 and the Plan would eventually wind down upon completion of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the LSP, the parties agree as follows:

1. The Plan shall continue to provide a legal service benefit to eligible UAW-represented employees and retirees, funded through a trust structured as A new benefit plan shall be established to provide a legal service benefit to eligible UAW-represented employees and retirees. This new benefit plan shall be an Internal Revenue Code Section 501(c)(9) qualified Voluntary Employee Beneficiary Association (VEBA) and jointly trusteeed under The VEBA and its underlying trust shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act. In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established.

2. Individuals UAW-represented Company employees and retirees who meet the eligibility criteria under Exhibit A (attached) of the Plan document under Section 4 of the 2011

FJB 11-26-19 JP

99

MJD 11/25/19 CR3

~~Legal Services Plan agreement shall be eligible to participate in the Plan, in the Legal Service VEBA ("LSV") LSV Plan. The parties agree and intend that they retain the sole authority to modify the Plan's eligibility criteria, and that the Plan's trustees do not have the authority to modify the Plan's eligibility criteria. In addition, employees formerly identified as "entry level employees" or "new hires" under the parties' collective bargaining agreement shall be considered participants in the LSV Plan following the end of their employment with the Company if, at such time:~~

- ~~a. He/she is age 65;~~
- ~~b. He/she is at least age 60 but less than 65 and left the Company with 10 or more years of service;~~
- ~~c. He/she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;~~
- ~~d. He/she has 30 or more years of service;~~
- ~~e. He/she is at least age 55 but less than age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing;~~
- ~~f. He/she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service;~~

~~and the eligible surviving spouse of such individual. For purposes of this LSV Plan only, measurement of "years of service" shall be credited service, as it is computed under the parties' defined benefit pension plan.~~

~~3. The Union anticipates that this LSV Plan shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW represented auto companies and the International Union, UAW, should collective bargaining allow and/or so provide.~~

~~3.4. Consistent with the requirements of Taft-Hartley, the LSV Plan shall be administered by a joint board of trustees comprised of an equal number of employer and UAW representatives, with an impartial neutral. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company and in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the LSV Plan has relative to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The LSV Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.~~

~~4.5. The Company's obligation to fund the VEBA shall be limited to \$2.2 million per year, for the duration of this Agreement only. For the avoidance of doubt, the total contribution during the term of the 2015 collective bargaining agreement shall not exceed \$8.8 million.~~

RJB 11-26-19 LP

100

ces MD 11/25/19

~~This in no way contemplates or binds the Company to funding beyond the term of this Agreement.~~ Based upon present information, the Plan expects to have reserves of approximately \$25,000,000 when all contributions under the 2015 agreement have been made and the Company shall have a one-year payment hiatus (2020). The Company will make contributions to the Plan in February 2021, 2022 and 2023 according to the following formula: total number of FCA individuals eligible to participate in the Plan on December 31st (based on FCA's eligibility file) of the preceding year multiplied by the imputed income per eligible FCA individual in the preceding year as calculated by the Plan. For the avoidance of doubt the yearly funding amount for years 2021 through 2023 will not exceed \$2.92 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit, as described in the plan and as modified in item 5 below, consisting of legal work including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters and document preparation. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the LSV Plan trustees. If for any reason the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the LSV-Plan.

56. The parties agree that part of the work performed by the LSV Plan and its attorneys shall include a continuation re-start of the Social Security Project (assisting individuals in applying for Social Security Disability and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company or any Company-sponsored pension plan) for active UAW-represented employees and ~~an expansion to UAW-represented retirees.~~

These additional services will be included in the Plan at no additional cost to the Plan:

a. Traffic Matters: defined as: traffic tickets or other moving violations but not including any charges of driving under the influence, possession of a controlled substance, auto license revocation or restoration, or any charge listed as a misdemeanor or felony. The services shall be limited to advice or non-covered, low-cost referral.

b. Social Security Questions: defined as questions related to social security benefits as provided by the Federal Government including questions related to Social Security retirement benefits, disability, terminations or overpayments but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.

c. Medicare and Medicaid Questions: defined as questions related to Medicare or Medicaid benefits but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.

67. The parties will direct the plans trustees to adopt any amendments to the plan document or trust agreement that may be necessary to implement the commitment set forth in this letter. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the LSV Plan, including but not limited to an employer participation agreement, a trust document, a plan document, any necessary filings with the Internal Revenue Service or any other governmental agency.

RGB 11-26-19 JF

101

CKS mD  
11/28/19

The trustees will file under Internal Revenue Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust is not entitled to provide benefits on a tax free basis or to qualify as a VEBA, the trust shall be responsible for paying any taxes that may be imposed, including FICA, FUTA, and income taxes.

8. While the parties anticipate the LSV Plan shall begin providing a benefit as soon as possible, in the event establishment of the Plan is delayed due to securing appropriate regulatory approvals, the Company's funding obligation to the Plan shall remain.

9. Wind-down of the existing LSP shall continue in its normal course and such plan—being legally distinct from the LSV Plan—shall continue to be administered by its existing administrative committee. To the extent staff of the LSV Plan provide services to the LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

#### Exhibit A FCA Individuals

FCA individuals eligible to participate in the Plan include the following:

A-1 Employees. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2015 2019 negotiations, an individual who is actively employed by FCA, who is a member of a bargaining unit represented by the UAW that entered into a CBA allowing such individual to participate in the Plan, and has attained seniority, provided however that eligibility ceases for any such employee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which his/her layoff began.

A-2 Employee Spouse. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations, individuals currently married to an Employee as defined in A-1 above.

A-3 Retirees. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2015 2019 negotiations, a former Employee, other than a deferred vested under the FCA US LLC — UAW Pension Agreement, American Motors-Union Retirement Income Plan (if the individual retired from a UAW bargaining unit that had adopted the former UAW — AMC Legal Services Plan) and/or the Jeep Corporation — UAW Retirement Income Plan, who either —

PJB 11-26-19

102

CS MD  
4/25/19

(a) began receiving, or was eligible to begin receiving immediately after the termination of his or her employment in a UAW-represented bargaining unit position with FCA, pension benefits (other than deferred vested benefits) under the FCA US LLC - UAW Pension Agreement, American Motors-Union Retirement Income Plan (if the individual retired from a UAW bargaining unit that had adopted the former UAW-AMC Legal Services Plan) and/or the Jeep Corporation - UAW Retirement Income Plan; or

(b) was a non-skilled classified employee hired or rehired on or after October 29, 2007, or a skilled trade classified employee hired or rehired on or after October 12, 2011, or a Global Engine Manufacturing Alliance (GEMA) employee hired or rehired on or after October 12, 2011, or a salaried bargaining unit employee with seniority hired or rehired on or after April 15, 2010 and was covered by a CBA when he or she terminated his or her employment from a UAW-represented bargaining unit position with FCA, and he or she meets one of the following:

a. He/she is age 65;

b. He/she is at least age 60 but less than 65 and left the Company with 10 or more years of service;

c. He/she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;

d. He/she has 30 or more years of service;

e. He/she is at least age 50 but less than age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing where no other FCA plants are in the same labor market area;

f. He/she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service;

For purpose of this subsection (b), "year of service" shall mean the elapsed time between the individual's hire or rehire date and the individual's termination date or loss of seniority.

**A-4 Retiree Spouse:** For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations, individuals currently married to a Retiree as defined in A-3 above.

**A-5 Surviving Spouse.** For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2015 2019 negotiations, the spouse of an Employee or Retiree who survives him/her, and who meets one of the requirements below, provided, however, that the associated Employee or Retiree would otherwise have been eligible for benefits under the Plan shall be eligible for benefits.

(a) The spouse is eligible for surviving spouse pension benefits under the FCA US LLC - UAW Pension Agreement, American Motors-Union Retirement Income Plan (if the individual retired from a UAW bargaining unit that had adopted the former UAW-AMC Legal Services Plan) and/or the Jeep Corporation - UAW Retirement Income Plan; or

PQB 11-26-19  
P

103

CRS MD  
11/25/19

(b) The spouse of a separated employee as defined in A-3(b) above and such spouse provides to the Plan Administrator acceptable proof of marriage to the Employee or Retiree for at least one year before the death of the Employee or Retiree.

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

FCA US LLC

CS  
GUC  
11/25/19

PJB 11-26-19 RP

10A



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**Short Work Week Clarification**

September xx, 2019

(N-xx) Short Work Week Clarification

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union spent considerable time expressing their strong opposition to plant actions which allowed management to "Short Shift" daily while scheduling Saturdays, inhibiting an employee's opportunity to receive premium pay. In many instances, it was pointed out that those being impacted were also not eligible for short work week benefits. The Company agrees Short Shifting should not be used solely to circumvent Short Work week benefits or premium time.

The Company understood these concerns and advised that any future allegations of abuse should be brought to the attention of the Corporate Employee Relations staff immediately for appropriate discussion and disposition.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW

By Cynthia Estrada

*WAK  
9/24/19  
RFB  
JPP*

*105*

*got 9/17/19  
Shaw 9/17/19*



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**Understanding Relative to Unemployment Compensation Support**

September xx, 2019

(N-xx) Understanding Relative to Unemployment Compensation Support

International Union. UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the Union expressed concern relative to laid off employees who may have been denied a state system unemployment benefit through no fault of their own.

Once again, the parties recognize the relationship between state unemployment compensation and eligibility for benefits provided under the UAW-FCACHrysler Supplemental Unemployment Benefit (SUB) Plan.

After considerable discussion, the Company agrees that in cases involving an employee who has been denied a state system benefit and has also had their subsequent appeal(s) to such denial also disallowed by the state agency. Management will attempt to assist such employee with the respective State UI Agency. In such cases, Management may also review the circumstances of the case to determine if any eligibility for SUB Plan benefits exists.

This letter is not to be construed as modifying or amending any of the eligibility requirements of the aforementioned SUB Plan and does not absolve the employee of their responsibility for making application, providing information or filing appeals in a timely manner.

Very truly yours,

FCA US LLC  
By: Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION UAW

By: Cynthia Estrada

*WMS  
10/19/19  
PAB  
WP*

*106*

*ASH 10/19/19  
Shaw 10/19/19*



FIAT CHRYSLER AUTOMOBILES

Exhibit D

**Understanding Relative to TRA/TAA Support**

September XX, 2019

(N-xx) Understanding Relative to TRA/TAA Support

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm an understanding between the Company and the Union relative to Trade Re-Adjustment Allowance (TRA) and/or Trade Adjustment Assistance (TAA) benefits that may be provided under certain Federal programs initiated by the U. S. Department of Labor during times of extended unemployment.

The parties recognize the relationship between such Federal benefits and the Supplemental Unemployment Benefit Plan.

Inasmuch, the Company reaffirms its commitment to support the UAW and their efforts to assist eligible, laid off employees who attempt to secure such extended Federal benefits if they become available in the future and should the circumstances warrant such an action.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Cynthia Estrada

*79B 11-25-19*  
*[Signature]*

107

*[Signature]*  
11-25-19  
*[Signature]*



FIAT CHRYSLER AUTOMOBILES

Exhibit D

---

**SUB Funding**

September xx, 2019

(N-xx) SUB Funding

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This confirms our understanding reached during these negotiations regarding additional funding under the UAW-FCA US LLC Supplemental Unemployment Benefit Plan. In the event, during the term of the 20152019 Agreement, the Company and Union determine that the assets of the Fund are inadequate, the Company will transfer such additional monies to the Fund as are necessary to provide for the continued operation of the Plan and the provision of full benefits for the term of the 20152019 Agreement.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

*RJB* 11-29-19  
CDK

108

*gdf*

11/27/19  
CDK

## Modified Exhibit B



Exhibit B

**(101) Article 1. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM -  
Section 1. Establishment of the Program**

Incorporated by reference in the collective bargaining agreements dated ~~October 22,~~  
2015 September xx, 2019, between FCA US LLC and the International Union, United  
Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

The Life, Disability and Health Care Benefits Program (also known herein as "Program" or "Insurance Program") consists of the arrangements hereinafter provided for with regard to group life insurance (including optional group life insurance, and dependent group life insurance), group accidental death and dismemberment insurance (including optional group accident insurance), and group sickness and accident, group reinstated sickness and accident, group extended disability benefits and group hospital, surgical, medical, prescription drug, dental, vision and hearing aid benefits, each of which will become effective as provided in Section 2. hereof, for employees as to whom the collective bargaining agreement to which this Program is attached applies. This Insurance Program shall continue so long as that collective bargaining agreement is in full force and effect.

The benefits provided for in this Program shall be in lieu of and in substitution for any and all other plans providing for insurance, disability benefits, payments or coverage of any kind or nature to employees, retired employees and surviving spouses, for death, sickness, accident, or disability and for hospital, surgical, medical, prescription drug, dental, vision or hearing aid expenses or services of any kind or nature, in which the Company participates other than benefits required by law for occupational death or disability, Federal Social Security benefits and the FCA US LLC Pension Plan dated August 1, 1944, as amended.

The Company shall be under no obligation by reason of this Program except in good faith to endeavor to obtain the coverages referred to herein, and to pay its share of the premiums or subscription charges therefore and to fulfill any obligations it undertakes in the group policies, contracts, or arrangements providing the coverages referred to in this Program.

Any and all references in this Program to an employee or to employees shall include only employees as to whom the collective bargaining agreement to which this Program is attached applies, but shall not include retired employees and the surviving spouses of retired employees for the purposes of Section 3.C.(2) Health Care Benefits of this Article and Article III in its entirety.

Although the benefits as set forth in this Program shall apply to all employees, the benefits for which the following employees are eligible are specified in M-13. Memorandum of

*FAB*  
E.T. 11/29/19

110

*CS BT*  
11/29/19

Understanding, UAW-Chrysler Group LLC Employees Hired On or After October 29, 2007  
Wage & Benefit Agreement, Attachment A, Sections I and III ("MOU"):

- a. Non-skilled classified employees hired or rehired on or after October 29, 2007, and
- b. Skilled trade classified employees hired or rehired on or after October 12, 2011, and
- c. Dundee Engine Plant employees hired or rehired on or after October 12, 2011, and
- d. Salaried bargaining unit employees hired or rehired on or after April 15, 2010, and
- e. All employees whose employment becomes subject to the Engineering, Office and Clerical Agreement on or after January 1, 2017, and who, immediately prior to that employment, were:

1. Non-skilled classified employees hired or rehired on or after October 29, 2007, or
2. Skilled trade classified employees hired or rehired on or after October 12, 2011, or
3. Dundee Engine Plant employees hired or rehired on or after October 12, 2011, or
4. Non-represented employees, regardless of date of hire.

The benefits described in this Program shall apply to these employees except to the extent provided for under the MOU.

79B

E.T.

11/29/17

///

65

BT

11/29/19



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

Any reference in this Program to the Effective Date of this Program or to the Effective Date shall be construed to mean ~~October 22, 2015~~ September xx, 2019 and the provisions of this Program with regard to group life insurance, group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall, except as otherwise expressly provided herein, become effective on the Effective Date; and the provisions of this Program with regard to group hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage shall, except as expressly otherwise provided herein, become effective for each locality providing such coverage on ~~October 22, 2015~~ September xx, 2019 or such date thereafter as may be practicable for the locality. Until the applicable respective provisions of this Program become effective in accordance with the above sentence and except as otherwise expressly provided herein, the applicable provisions of the Insurance Program incorporated by reference in the collective bargaining agreements dated ~~October 12, 2011~~ October 22, 2015 between the Company and the UAW shall continue in effect, but no change in benefits thereunder shall result from any adjustments in pay rates provided for in the collective bargaining agreement to which this Program is attached, prior to ~~October 12, 2011~~ September xx, 2019. Notwithstanding the provisions in Article III, Section 1., all changes in coverage resulting from a change made in this Program from the Program in effect immediately prior to the Effective Date shall become effective in accordance with the first sentence of this Section, subject to Section 3. D. (2) below.

WHL  
11/25/19  
RAB  
JM

112

11/23/19  
BT  
CS  
MB



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(103A) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM -  
Section 3. A. Group Insurance**

**A. Group Insurance**

**(1) Insurance Coverage Arrangements**

The Company now has in effect group life insurance, (including optional group life insurance and dependent group life insurance), group accidental death and dismemberment insurance policies, group sickness and accident, group reinstated sickness and accident and group extended disability benefits.

The Company, during the period of this Program, will renew said group insurance policies or continue them in effect, with appropriate riders, or will (a) obtain new insurance policies on terms as similar to those of the existing group insurance policies as the Company is reasonably able to obtain, or (b) enter into administrative services contract arrangement or such other arrangement as may be subsequently agreed upon by the Company and the Union. In addition, the Company will obtain optional group accident insurance coverage with the provisions hereinafter set forth in Section 5. Insurance company or insurance companies or administrators of administrative services only arrangements are referred to as the Insurance Company. Insurance policies, together with administrative services only contracts and any rider or riders incorporated therein, shall determine the rights and obligations of all persons with respect to group life insurance (including optional group life insurance and dependent group life insurance), group accidental death and dismemberment insurance (including optional group accident insurance), group sickness and accident, group reinstated sickness and accident and group extended disability benefits under this Program. ~~A representative of the Company and a representative of the Union will sign and approve a copy of each said policies and each rider thereto.~~

Except as otherwise specified herein, the Company may provide the benefits under the Program through insured arrangements, uninsured arrangements or combinations thereof. As to any group insurance policy, if the Insurance Company shall

*WAK  
11/22/19 TJB*

113

11/13/19  
BT MZ  
G

be unable to change, be unable to issue, or refuse to change or issue, the group insurance policy so as to contain any one or more of the provisions referred to in this Program, no employee, retired employee or surviving spouse shall have any right or benefit that he would have had under the group insurance policy if it had contained such provision or provisions. As to any other contract or arrangement, if the underwriter shall be unable to change, be unable to issue or provide, or refuse to change, issue, or provide, the contract or arrangement so as to contain or include any one or more of the provisions referred to in this Program, no employee, retired employee or surviving spouse shall have any right or benefit that he would have had under the contract or arrangement if it had contained or included such provision or provisions. If, for any reason not due to the fault of the Company, the Insurance Company or any other underwriter shall terminate or refuse to renew the group insurance policies, contracts, or arrangements, or any of them, the Company shall endeavor to obtain new group insurance policies, contracts, or arrangements, or any of them, providing coverage or coverages as similar to those provided by the terminated or not renewed policies, contracts, or arrangements, as the Company is reasonably able to obtain.

For purposes of group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance, references in this Program to "group insurance", "insurance", "insurance arrangements", "insurance contracts", "insurance coverage", "coverage", "insurance policies", "insured" or "premiums" may include the Company's provision of coverage through insurance or an administrative services only arrangement or by making actuarially determined cash contributions to be held in a trust of the type described in Section 501(c)(9) of the Internal Revenue Code, or such other arrangement as may be subsequently agreed upon by the Company and the Union.

In those instances in which an Insurance Company administers a program for the Company, the Insurance Company shall be acting as an agent of the Company.

WML  
11/22/19  
RQB

114

11/13/19  
BT  
M2  
CW



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(103B) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM -  
Section 3. B. Financing**

**B. Financing**

During the term of this Program, the Company will pay the premiums required, including any future increases of premiums, for the group insurance referred to in Article II. and the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverages referred to in Article III., except for such contributions or payments by employees, retired employees and surviving spouses as are required under the Program. The Company shall receive and retain any dividends paid or credits, refunds, or reimbursements, by whatever name called, made in respect of the group insurance, except contributory plans, and the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverages referred to Articles II and III respectively.

**(1) Company Contribution**

The Company will, except as provided in Article III., contribute for each employee covered hereunder who is actively on the payroll of the Company at any time during a month (an employee is not regarded as actively on the payroll during the period he is on ~~strike, on~~ leave of absence or laid off), the entire group premium or subscription charges for the following month's coverage hereunder of such employee for that month; provided, however, that the Company's contributions toward the alternative plan will not exceed the rates for the Standard Care Network option unless the Company at its option waives this limitation in whole or in part; and provided further, that for an employee on strike (an employee is not regarded as actively on the payroll during the period he is on strike), the Company's contribution toward the group premium or subscription charges is limited to the end of the month in which the strike commenced.

**(2) Employee Contribution**

When contributions or payments by employees, retired employees or surviving spouses are required, they shall pay their contributions to the Company, or its designated administrator, in cash on or before the 10th day of the month for which coverage is to be provided or, if suitable arrangements can be made, directly to the carrier on or before the due date.

PQB 11-24-19  
M

115

11/13/19  
BT  
MZ  
GP



FIAT CHRYSLER AUTOMOBILES

- Exhibit B

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

**G. Overpayment**

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

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

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

WAK  
10/3/15  
KRB  
VP

116

9/27/19  
BT  
MZ  
GS



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(103I) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM -  
Section 3. I. Data Reports**

**I. Data Reports**

Upon request by the Union, the Company will furnish and/or request the Insurance Company to furnish relevant data regarding sickness and accident benefits, reinstated sickness and accident benefits, extended disability benefits, life insurance, survivor income benefit, accidental death and dismemberment insurance, optional and dependent group life insurance and optional group accident insurance.

Relevant data includes but is not limited to:

(1) For sickness and accident, reinstated sickness and accident and extended disability benefits:

- (a) Number of insured employees
- (b) Number of new claims
- (c) Number of closed claims
- (d) Average paid per week or month
- (e) Average amount of offsets
- (f) Total amount of benefits paid
- (g) Number of denied claims by denial category
- (h) Average claim duration (for closed claims)
- (i) Number of injury claims and number of illness claims (for sickness and accident)

(2) For life and accidental death and dismemberment insurance:

- (a) By benefit level, number of insured employees
- (b) Number of claims
- (c) Number of deaths and total amount of benefits paid

(3) For survivor income benefit:

- (a) Number of claims for both transition and bridge benefits
- (b) Total amount of benefits paid

(4) For optional and dependent life insurance:

*11/22/19 TAB*

*117*

*11/22/19*



(a) Number of participants, by coverage type (employee, spouse, child) and by level of coverage

(b) Number of claims by coverage type

(c) Total amount of benefits paid

(5) For optional group accident:

(a) Number of participants by coverage type (employee, family) and by level of coverage

(b) Number of claims

(c) Total amount of benefits paid

(6) Any other data element which relates to employee coverage, employee participation, number of claims, total amount of benefits paid or any other information upon which the Company and the Union agree.

Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information:

~~(1) Number of employees (separately by hourly employees and salary employees) insured for life (under age 65 only), sickness and accident, and extended disability benefit insurance; and number of retirees (separately), under age 65 only, insured for life insurance; by age (5 year brackets), by insurance bracket and by coverage, and total aggregate insurance in force for each such coverage and for accidental death and dismemberment insurance during December in the preceding calendar year;~~

~~(2) Number of employees (separately by hourly employees and salary employees) age 65 and over, and retirees (separately) age 65 and over, insured for continuing group life insurance and aggregate insurance in force, by insurance bracket and age (5 year brackets), during December in the preceding calendar year;~~

~~(3) Average number of lives insured for life, sickness and accident, extended disability benefit, and continuing group life insurance, by coverage in the preceding calendar year;~~

~~(4) Unit premiums, total premiums paid, claims paid, increase in claim reserves, and claims incurred, by type of coverage for the preceding calendar year;~~

~~(5) Increase in reserves, by type of reserve, during the preceding calendar year and amount of reserves, by type of reserve, at the end of the preceding calendar year;~~

~~(6) Interest allowed on reserves, expenses and taxes, net cost, refund of excess premiums, and employee contributions for the preceding calendar year;~~

~~(7) Separately for life and accidental death and dismemberment insurance, the number of insured deaths (separately by hourly employees, salary employees and retirees) by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;~~

WNL  
11/26/19  
JAB

116

12/20  
11/22/19  
①

~~(8) Number of survivor benefit insurance claims, separately for such claims which involve Transition Benefits only and for such claims which involve both Transition Benefits and Bridge Benefits, with the first payment made during the preceding calendar year, by survivor class and by age of survivor at date of employee's death;~~

~~(9) For survivor benefit insurance claims with the first payment made during the preceding calendar year, the present value at commencement of such claims, separately for such claims which involve Transition Benefits only and for such claims which involve both Transition and Bridge Benefits;~~

~~(10) For survivor benefit insurance claims terminated during the preceding calendar year, the number of claims, the average number of payments made, and total amount paid, by reason of termination (death, marriage, maximum payment, age), separately for such claims which involve Transition Benefits only and for such claims which involve both Transition and Bridge Benefits;~~

~~(11) Monthly average number of employees insured for sickness and accident insurance in the preceding calendar year, and number of claims, amount, average gross weekly benefit, average weekly amount of Social Security Benefit offset, average duration (excluding waiting period), and average daily benefit of sickness and accident claims closed during the preceding calendar year, by sex. Such information will exclude pregnancy claims and California claims;~~

~~(12) Number of sickness and accident claims closed during the preceding calendar year, by duration (excluding waiting period), type of claims (sickness, non-occupational accident, or occupational accident), and sex. Such information will exclude pregnancy claims and California claims;~~

~~(13) With respect to extended disability benefit claims for which first payment was made during the preceding calendar year, number of claims, average gross monthly benefit, average monthly amount of each benefit offset (pension, workers' compensation, Social Security, other), and average net monthly benefit by sex, age (5-year brackets), and full years of seniority; and~~

~~(14) For extended disability benefit claims terminated during the preceding calendar year, the number of claims and the average number of payments made, by reason of termination (recovery, death, age 65, maximum duration, waiver), by age at commencement of benefit (5-year brackets), sex, and total number of claims for each category.~~

W/11  
11/22/19  
EAB  
W

119

B7D  
11/22/19  
①



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(201) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 1. Group Life Insurance**

The group life insurance policies referred to in Article I. hereof or any group life insurance policy or policies issued in lieu thereof shall, for the period of this Program, provide coverage for employees and retirees as indicated below:

**A. Employees and Retirees Under Age 65**

Employees and retirees prior to age 65 will have group life insurance in amounts determined from the Schedule of Benefits set forth in Article II., Section 9.

**B. Employees and Retirees Age 65 and Over**

Employees age 65 and over and employees who retire on or after September 1, 1964 at or after age 65, will have continuing group life insurance in amounts determined as follows:

**(1) Reduction Formula and Minimum Amount**

On the first day of the calendar month following the month in which the 65th birthday of an employee or retired employee insured for group life insurance under this Program occurs, the amount of group life insurance which he had under this program on his 65th birthday shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (a) or (b) below; provided, however, that effective October 29, 1979 for employees and for retired employees who retire on or after October 29, 1979, if such employee or retired employee continues to work after age 65 and the amount of the employee's group life insurance changes because of a change in the employee's pay rate, the employee's group life insurance in force and the amount of each monthly reduction shall be determined as though the amount of the employee's group life insurance applicable to the most recent pay rate had been the amount in force at age 65:

(a) if the employee or retired employee has 10 or more years of credited service, such reductions shall be made until the amount of his group life insurance under this Program is reduced to 1-1/2% of the amount he had on his 65th birthday (or

RJB  
E.T. 11/27/17

120

1000  
11/26/19  
Ⓜ

effective October 29, 1979 for employees and for retired employees who retire on or after October 29, 1979, the amount determined from the Schedule of Benefits and the employee's base rate as of the last day the employee is actively at work), multiplied:

(i) if he last worked prior to October 1, 1975, by the number of years of credited service not in excess of 20 that he had at his 65th birthday if he retired prior to October 29, 1979 or by the number of years of credited service not in excess of 20 that he had on his 70th birthday if he retired on or after October 29, 1979 and before May 16, 1988, but in no event to less than \$3,000; or

(ii) if he last worked on or after October 1, 1975, by the number of years of credited service that he had at his 68th birthday if he retired prior to October 29, 1979 or by the number of years of credited service that he had on his 70th birthday if he retired on or after October 29, 1979 and before May 16, 1988, but in no event to less than \$3,000; or

(iii) if he retires on or after May 16, 1988, by the number of years of credited service that he has under the Pension Plan, but in no event less than \$3,500 if he retires prior to November 19, 1990; \$4,500 if he retires on or after November 19, 1990 and before October 18, 1993; or \$5,000 if he retires on or after October 18, 1993.

and in any event such remaining amount of group life insurance will be continued thereafter for the remainder of his lifetime; or

(b) if the employee has less than 10 years of credited service, such reductions shall be made until his employment with the Company terminates, and any amount of his group life insurance remaining when his employment with the Company terminates shall then be discontinued; provided, however, that if on or after October 1, 1975 such an employee attains 10 years of credited service after his 65th birthday, his life insurance shall after his 65th birthday be reduced and continued as provided in B.(1)(a) above.

(Credited service shall be that which the employee has under the Pension Plan.)

## (2) Employment After Age 65

For an employee who continues to work after age 65, group life insurance will be reduced as provided herein, provided, however, the amount of group life insurance in force as long as the employee has Company-paid coverage other than as a retiree shall not be less than the following percentages of the amount in force at age 65 (based on his most recent pay rate):

Age	Percentage of the Amount of Group Life Insurance At Age 65
66 & 10 months	57%

PQB  
E.T. 11/27/19

121

DND  
11/24/19  
Ⓟ

but less than 70	
70 but	33%
less than 75	
75 but	21%
less than 80	
80 but	15%
less than 85	
85 and above	8%

(3) Newly Insured At Or After Age 65

For purposes of the reduction in life insurance established herein, an employee who becomes insured for group life insurance under this Program at or after age 65 shall be considered as though he had been insured since age 65.

(4) Contributions Beyond Age 65

No contributions by an employee or retiree for group life insurance coverage will be required for any month after the month in which the 65th birthday occurs.

C. ~~Terminally Ill Employees and Retirees~~ Terminal Illness

~~Effective January 1, 1997, terminally ill employees and retirees~~ covered participants may elect to receive a portion of their life insurance proceeds in advance of their deaths. The amount of life coverage that remains in force will be reduced by the amount paid out under the accelerated benefits option. Accelerated benefits may be paid to ~~an employee or retiree~~ a covered participant only once.

Under this option ~~insured employees and retirees~~ covered participants who are diagnosed with a terminal condition may receive a one-time lump sum payment up to the maximum amount allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent. Under this provision, "terminal illness" means an injury or sickness expected to result in death within ~~one year~~ twenty-four (24) months without any reasonable prospect of recovery as determined by the insurer, its medical staff or a qualified party selected by the insurer.

The accelerated benefit will be calculated on the amount of life insurance in force when application for the benefit is made, except the maximum benefit would be such maximum amount allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent, of the continuing group life or ultimate amount for ~~any employee or retiree~~ the covered participant whose benefit is in the process of reducing when application is made or whose benefit will begin to reduce during the ~~one-year~~ twenty-four (24) month life expectancy period.

The accelerated benefits option ~~would apply~~ applies to all employees and retirees with coverage provided by the Company. The option ~~will~~ does not apply to the following:

RQB  
E.T. 11/27/19

122

BTO  
11/26/19  
(D)

(1) Individuals who are cash paying for life insurance coverage while a grievance is pending or while on layoff or leave of absence;

(2) permanently and totally disabled individuals who have already drawn on their life insurance benefits;

(3) individuals who have irrevocably assigned their life insurance; and

(4) when all or a portion of the life insurance is to be paid to a former spouse as part of a divorce agreement.

#### D. Other Life Insurance Provisions – Employees and Retirees

(1) An employee retired on pension under the Pension Plan prior to September 1, 1964, who was insured for group life insurance on the date he retired, continuing group life insurance for the remainder of his lifetime without further contribution from him in the amount of \$3,000.

(2) An employee insured for group life insurance under this Program who on or after September 1, 1964, retires on early pension under the Pension Plan shall have his group life insurance continued without any premium contribution until he reaches age 65, and thereafter his insurance will be reduced as provided above.

(3) An employee who on or after September 1, 1964, is approved for a permanent total disability pension under the Pension Plan prior to age 60, shall on and after February 1, 1971, have his group life insurance continued, or if he is under age 65 and not insured on that date, reinstated and thereafter continued, in either case in the amount in force on the day he last worked and without premium contributions, to his 65th birthday, and after his 65th birthday the group life insurance thus continued will be reduced as provided above.

(4) An employee insured for group life insurance under this Program who ceases to be at active work for reasons other than retirement at or after his 60th birthday and has been so insured from his 60th birthday to the date he ceases to be at active work or who ceases to be at active work for reasons other than retirement before his 60th birthday but is so insured at his 60th birthday, and who in either case has five or more years of credited service under the Pension Plan at the end of the month in which his 60th birthday occurs, may continue his group life insurance to his 65th birthday by contributing at the rate of 50 cents per month per \$1,000 of group life insurance in force.

(5) An employee on layoff or leave of absence who is not insured for group life insurance under this Program and who on or after May 16, 1988, retires before age 65 under the Pension Plan without returning to work from layoff or leave of absence, shall have his group life insurance reinstated on the first day of the month following the month in which his seniority is cancelled because of such retirement, without contribution by the retired employee, in the amount in force on the day he last worked,

RJR

E.T. 11/27/19

123

BW  
11/24/19  
Ⓢ

and after his 65th birthday the group life insurance thus reinstated will be reduced as provided above.

(6) An employee whose group life insurance ceased as provided in Article I, Section 3, ~~(7)~~, B.E. (3)(b) above, who has 10 or more years of credited service and who on or after May 16, 1988 retires under the Pension Plan (other than a deferred pension) without returning to work, shall have his group life insurance reinstated as of the date of commencement of the pension benefits, without contribution by the retired employee, and thereafter the group life insurance thus reinstated will be continued as provided.

(7) An employee retired on pension under the Pension Plan (excluding former employees entitled to or receiving a deferred vested pension, or employees who retired on or after attaining age 65 with less than 10 years of credited service), who is not insured for group life insurance under this Program and who is living on or after October 18, 1993, will have continuing group life insurance in the amount of \$3,000.

Payment of the amount of group life insurance, less any payment made at the discretion of the insurance company for funeral and other expenses incidental to the employee's or retired employee's illness and death, shall be made in one sum.

PQB  
E.T.  
11/27/12

124

BOW  
11/26/19  




FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(203) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 3. Optional Group Life Insurance**

~~Any reference in this Section to same-sex domestic partner, including the definition of spouse, shall be governed by the Discontinuation of Same Sex Domestic Partner Status contained in letter C-41.~~

**A. Employee Optional Group Life Insurance**

**(1) Eligibility Date**

An employee, other than a salaried employee, shall become eligible for optional group life insurance on the later of (a) the day active employment commences, and (b) the day the employee becomes an hourly employee. The date the employee becomes eligible for optional group life insurance shall be hereinafter referred to as the employee's eligibility date.

**(2) Enrollment and Effective Dates**

The employee's optional group life insurance shall become effective as set forth below:

(a) If the employee enrolls on or before his eligibility date or during the thirty-one (31) -day period following his eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the ~~employee's first payroll deduction is made~~ employee enrolls. If the employee enrolls for coverage in excess of the guaranteed issue amount, the employee must furnish satisfactory evidence of insurability, and such excess coverage becomes effective the date the Insurance Company approves the excess coverage.

(b) If the employee enrolls subsequent to the thirty-first (31st) day following his eligibility date, or if the employee becomes insured for optional group life insurance and later decides to enroll for a higher amount of insurance as set forth in (3) below, the employee must furnish ~~evidence satisfactory evidence of insurability~~ evidence of insurability to the Insurance Company ~~(i) of his good health, or (ii) that he has had an increase in family status because he has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In the event the insurance Company approves the evidence, insurance will become effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, provided that in the case of (ii) above, the change in status is still in existence~~ the employee's coverage becomes effective the date of the Insurance Company's approval.

WMM  
11/22/19  
RQB  
JP

125

RBO  
11/25/19

(c) If the employee enrolls in coverage or requests an increase in coverage within thirty-one (31) days of a family status change because the employee has married or acquired children by birth or adoption, the coverage or increase becomes effective on the first day of the calendar month following the month in which the employee enrolls. If the employee enrolls for coverage in excess of the guaranteed issue amount, as referenced in (f) below, the employee must furnish satisfactory evidence of insurability, and such excess coverage becomes effective the date the Insurance Company approves the excess coverage.

(ed) In any event, for an employee to become insured initially or for a higher amount of insurance, he must be actively at work on the date the insurance or higher amount of insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided he is then still eligible as set forth in (1) above.

~~(de)~~ If the employee becomes insured for optional group life insurance and later enrolls for a lower amount of insurance as set forth in (3) below, the lower amount of insurance will become effective on the first day of the calendar month following the month in which the ~~employee's payroll deduction is adjusted based on monthly contributions~~ employee enrolls for the lower amount of insurance, whether or not the employee is then actively at work.

(f) Effective January 1, 2020, the optional group life guaranteed issue amount for an employee is \$300,000.

### (3) Amount of Insurance

The employee may elect a level of coverage from the schedules of optional group life insurance as contained in the Life Insurance Administration Manual. As of January 1, 2020~~16~~, all employees, regardless of annual base salary, may elect up to ~~\$200,000~~300,000 of Optional Group Life Insurance. Employees may elect higher coverage (up to \$500,000), ~~but can not elect~~ provided such level of coverage that exceeds does not exceed ten (10) times the employee's annual base salary.

### (4) Contributions

The employee shall contribute the full cost of optional group life insurance. Contributions shall be payable ~~monthly in advance~~ through payroll deductions while actively at work. Payroll deductions may also be taken from sickness and accident benefits and supplemental unemployment benefits paid through the Company's payroll processes. An arrearage procedure will be used to ensure that missed contributions are taken from future sickness and accident benefits, supplemental unemployment benefits or regular payroll wages that are or become payable to the employee, or, if no such benefits or wages are or become payable to the employee, a direct bill process will be utilized. For employees receiving extended disability benefit payments, a direct bill process will be utilized. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions, or, if the pension benefit is insufficient to cover the contribution, a direct bill process will be utilized. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement is set forth in the Life Insurance Administration Manual.

When the employee attains a birthday which places him in a higher age bracket, the monthly contribution will change on the first day of the calendar month following the month in which such birthday occurs.

WAL  
11/22/19  
RJB  
THP

126

250  
10/25/19  
Ⓟ

(5) Benefit Payment

If the employee dies from any cause while insured for optional group life insurance, the amount of such insurance shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made as indicated on the records of the Insurance eCompany.

Optional Group Life Insurance shall be paid in one lump sum.

(6) Terminally Ill Employees and Retirees

~~Effective January 1, 2004, terminally~~ Terminally ill employees and retirees may elect to receive a portion of their life insurance proceeds in advance of their deaths. The amount of life coverage that remains in force will be reduced by the amount paid out under the accelerated benefits option. Accelerated benefits may be paid to an employee or retiree only once.

Under this option insured employees and retirees who are diagnosed with a terminal condition may receive a one-time lump sum payment up to the maximum amount allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent. The accelerated benefit will be calculated on the amount of life insurance in force when application for the benefit is made. Under this provision, "terminal illness" means an injury or sickness expected to result in death within ~~one year~~ twenty-four (24) months without any reasonable prospect of recovery as determined by the insurer, its medical staff or a qualified party selected by the insurer.

~~The accelerated benefit will be calculated on the amount of life insurance in force when application for the benefit is made, except the maximum benefit would be such maximum amount allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent, of the continuing group life or ultimate amount for any employee or retiree whose benefit is in the process of reducing when application is made or whose benefit will begin to reduce during the one year life expectancy period.~~

The option will not apply to the following:

~~(1) Individuals who are cash paying for life insurance coverage while a grievance is pending or while on layoff or leave of absence;~~

~~(2) permanently and totally disabled individuals who have already drawn on their life insurance benefits;~~

~~(3 a) Individuals who have irrevocably assigned their life insurance; and~~

~~(4 b) when all or a portion of the life insurance is to be paid to a former spouse as part of a divorce agreement.~~

(7) Miscellaneous Provisions

The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

WHL  
11/22/19  
RQB  
W

127

Don  
10/26/19  
D

This insurance is term insurance without cash, loan or paid-up values.

**(68) Continuation of Insurance**

An employee may continue optional group life insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with (4) herein, subject to the following time limits:

(a) For twelve (12) months, if the employee is on an approved personal leave of absence;

(b) For the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;

(c) For the period, not to exceed twelve (12) months, ~~(twenty-four (24) months for an employee who has ten (10) or more years of seniority as of the last day worked prior to layoff,~~ equal to that for which he may be covered for non-contributory coverage under Article I., Section 3.E.(1) of this Program, and thereafter for twelve (12) additional months, if the employee is laid off;

(d) For the period equal to the lesser of (i) his period of disability or (ii) his seniority, if the employee is on an approved disability leave of absence; and

(e) For the period of retirement. ~~Monthly contributions, payable in advance, will be taken through pension deductions.~~

**(79) Cessation of Insurance**

Optional group life insurance shall automatically cease on the earliest of the following:

(a) If the employee or retired employee fails to make a required contribution for optional group life insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(b) The date of discontinuance of optional group life insurance under the Program.

**(810) Conversion Privilege**

Upon written application made to the ~~i~~Insurance ~~e~~Company within thirty-one (31) days after the date of cessation of the employee's optional group life insurance because of cessation of the employee's eligibility for optional group life insurance (unless such cessation was due to discontinuance of optional group life insurance under the program), the employee shall be entitled to have an individual policy of life insurance only, without disability or accidental means death benefits, issued by the ~~i~~Insurance ~~e~~Company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the ~~i~~Insurance ~~e~~Company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy.

WAK  
11/22/19  
RQB  
JP

128

ESNO  
10/28/19  
Ⓢ

The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of optional group life insurance on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the thirty-one (31)-day period during which application for such individual policy may be made. If, however, the employee dies during such thirty-one (31)-day period, the ~~Insurance Company~~ shall pay to the employee's beneficiary of record, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued.

(911) Data

~~Relevant data will be provided pursuant to Article I, Section 3. I.~~

~~Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding Optional Life Insurance:~~

~~(a) Number of employees insured, by age (5-year brackets) and insurance schedule, during December in the preceding calendar year;~~

~~(b) Total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus or deficit, at the end of the preceding calendar year;~~

~~(c) Number of claims paid, by age (5-year brackets) and insurance schedule, during the preceding calendar year.~~

(4012) Procedure for Review of Denied Claims

If a claim for optional group Life Insurance is denied, a notice will be sent explaining the reason for the denial. If there are any questions concerning the denial, inquiry should be made within sixty (60) days from the date the claim was denied to the office that denied the claim, furnishing all information supporting the appeal. The appeal will be reviewed by that office and a reply made within sixty (60) days after receipt of the appeal.

**B. Dependent Optional Group Life Insurance**

**(1) Eligibility Date**

An employee, other than a salaried employee, shall become eligible for dependent group life insurance on the later of (a) the day active employment commences, and (b) the day the employee becomes an hourly employee, provided that the employee has at least one (1) eligible dependent as defined in (3) below. If the employee does not then have such a dependent, he shall become eligible for dependent group life insurance on the day this condition is first met. The date the employee becomes eligible for dependent group life insurance shall be hereinafter referred to as the employee's eligibility date.

**(2) Enrollment and Effective Dates**

The employee's dependent group life insurance shall become effective as set forth below:

*WMS  
11/22/19  
793  
JP*

*129*

*Don  
10/28/19  
(Signature)*

(a) If the employee enrolls on or before his eligibility date or during the thirty-one (31)-day period following his eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made employee enrolls.

(b) If the employee enrolls subsequent to the thirty-first (31st) day following his eligibility date, or if the employee becomes insured for dependent group life insurance and later decides to enroll for higher amounts of insurance, as set forth in (4) below, the employee must furnish evidence satisfactory evidence of insurability to the Insurance Company of for each dependent's good health. In the event the Insurance Company approves the evidence, insurance the dependent coverage will become effective the date of the Insurance Company's approval, provided on the first day of the calendar month following the month in which the employee's first payroll deduction is made, with respect to those persons whose evidence has been approved and who are still eligible dependents, as defined in (3) below.

(c) If the employee enrolls in coverage or requests an increase in coverage within thirty-one (31) days of a family status change because the employee has married or acquired children by birth or adoption, the coverage or increase becomes effective on the first day of the calendar month following the month in which the employee enrolls.

(d) An employee must be actively at work on the effective date of coverage as provided in (a), (b) or (c) above, and if the employee is not actively at work on such date, such coverage will not become effective until the date the employee returns to active work, provided the employee is still eligible as provided in (1) above.

(ee) If the employee becomes insured for dependent group life insurance and later enrolls for lower amounts of insurance as set forth in (4) below, the lower amounts of insurance will become effective on the first day of the calendar month following the month in which the employee makes such enrollment. employee's payroll deduction is adjusted based on monthly contributions for the lower amounts of insurance.

(f) Effective March 1, 2016, the guaranteed issue amount for spouse coverage is \$100,000 and for child coverage is \$80,000.

### (3) Definition of Dependent

A dependent shall mean the spouse or child of the employee as defined below:

(a) "Spouse" means: The employee's lawful spouse. "Discontinuation of Same-Sex Domestic Partner Status" pursuant to Letter C-41 of Exhibit B applies to this Section 3. or same-sex domestic partner as defined in Letter C-41 of Exhibit B.

(b) "Child" means: (i) the employee's natural child; (ii) the employee's adopted child, including a child from the date of placement with the adopting parents until the legal adoption; (iii) the child of the employee's spouse; (iv) an unmarried child for whom the employee has been legally appointed guardian who resides with and is supported by the employee or (v) the employee's unmarried foster child who resides with and is supported by the employee. Any unmarried child (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B while such child is in custody of and dependent upon the employee's spouse or same-sex domestic partner and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does

WNAK  
11/22/19  
PGB

130

DDO  
10/23/19

~~not reside with the employee but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status, or (v) who was eligible hereunder on the date of the employee's death and following the death of the employee resides with the surviving spouse or same-sex domestic partner of the employee, for whom the surviving spouse or same-sex domestic partner provides principal support as defined by the Internal Revenue Code of the United States, and was reported as a dependent on the employee's surviving spouse's or same-sex domestic partner's most recent income tax return or who qualifies in the current year for dependency Tax Status. A child as defined in (i), (ii), (iii), (iv), or (v) is included until the end of the month in which calendar year in which the child attains age 25 twenty-six (26), or A child as defined in (i), (ii) or (iii) regardless of age if who is totally and permanently disabled as defined hereinafter is included regardless of age, provided that any such child after the end of the calendar year in which the child attains age 19 prior to attaining age twenty-six (26) must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.~~

Notwithstanding sections (a) and (b) above, an employee of the Company who is also a child of an employee of the Company is not an eligible child for coverage under dependent group life, regardless of age. Additionally, a dependent may not be covered as a spouse by one employee and as a child by another employee. Furthermore, a child can only be covered by one employee under this dependent group life plan.

~~(c) Any child of the employee who does not meet the qualifications in (b) above may continue to be covered provided such child meets the age (which will be no less than the end of the month in which such child attains age 26), residency and marital status requirements of the insurance company.~~

For the purposes of dependent life insurance continued as set forth in (78), (b) herein, a child born after the employee's death shall be an eligible dependent only if such child is the issue of the surviving spouse's marriage to the deceased employee, and was conceived prior to such employee's death. Any such child shall be eligible on the same basis as a child born prior to the employee's death.

The definition of dependent used in this Appendix Section shall apply only to the dependent group life insurance set forth herein and shall be entirely independent of any such definition used for the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage set forth in Article III of the Program.

#### (4) Amount of Insurance

No increase in the amount of insurance in force on account of any dependent will occur after the employee's death.

#### (5) Contributions

The employee shall contribute the full cost of dependent group life insurance. Contributions shall be payable ~~monthly in advance~~ through payroll deductions while actively at

WMM  
11/22/19  
RJB

131

RAW  
10/25/19  


work. Payroll deductions may also be taken from sickness and accident benefits and supplemental unemployment benefits paid through the Company's payroll processes. An arrearage procedure will be used to ensure that missed contributions are taken from future sickness and accident benefits, supplemental unemployment benefits or regular payroll wages that are or become payable to the employee, or, if no such benefits or wages are or become payable to the employee, a direct bill process will be utilized. For employees receiving extended disability benefit payments, a direct bill process will be utilized. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions, or, if the pension benefit is insufficient to cover the contribution, a direct bill process will be utilized. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement (regardless of the number of dependent children on whose account the employee is insured), is as set forth in the Life Insurance Administration Manual.

When the employee attains a birthday which places him in a higher age bracket, the monthly contribution for spouse coverage will change on the first day of the calendar month following the month in which such birthday occurs.

Monthly contributions will continue until the end of the month in which the employee or retired employee contacts the life insurance administrator to advise the employee or retired employee has ceased to have an eligible spouse and/or child(ren) as defined in (3) above.

In the case of dependent group life insurance continued after the employee's death, the surviving spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ shall contribute the full cost of such insurance. The spouse ~~or same-sex domestic partner~~ must make the required contributions directly to the ~~Insurance Company~~ life insurance administrator. For spouse coverage, the monthly rate of contribution for any such surviving spouse ~~or same-sex domestic partner~~ will be determined under the applicable Schedule, based on the progressing age of the deceased employee, as though he continued to be living; provided however, that for deaths on or after October 14, 1996, the monthly rate of contribution for spouse coverage will be determined based on the progressing age of the surviving spouse ~~or same-sex domestic partner~~. For child coverage, the monthly rate of contribution will be that which is the current contribution amount for child coverage as set forth in the Life Insurance Administration Manual.

#### (6) Payment of Benefits

(a) If a dependent dies from any cause while the employee is insured for dependent group life insurance, the amount of such insurance in force on account of the dependent shall be paid to the employee. Payment shall be made in a lump sum. The employee's insurance certificate shall set forth the procedure for payment of insurance in case a dependent dies subsequent to the death of the employee.

(b) If a dependent child dies from any cause while dependent group life insurance is being continued as set forth in (78), (b) herein, the insurance in force on account of the dependent child shall be paid in a lump sum to the surviving spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ of the employee.

(c) If the surviving spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ dies from any cause while dependent life insurance is being continued as set forth in (78), (b) herein, the insurance in force on account of the surviving spouse ~~or same-sex domestic partner~~ shall be paid to the spouse's ~~or partner's~~ beneficiary of record if one has been

WAL  
11/22/19  
RJB  
W

132

RW  
10/28/19  
Ⓚ

designated, otherwise to the estate of the surviving spouse ~~or same-sex domestic partner~~. Payment shall be made in a lump sum.

(d) The surviving spouse's ~~or same-sex domestic partner's~~ insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the dependent.

(e) In no event will more than one claim be paid hereunder on account of the death of any insured person.

(f) This insurance is term insurance without cash, loan or paid-up values.

(7) Terminally Ill Dependents

For terminally ill dependents, employees and retirees may elect to receive a portion of the life insurance proceeds in advance of their dependent's death. The same terms and conditions outlined in A. (6) above for employee optional group life insurance apply to dependent optional group life insurance.

(78) Continuation of Insurance

(a) An employee may continue dependent group life insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with (5) herein, subject to the following time limits:

(i) For twelve (12) months, if the employee is on an approved personal leave of absence;

(ii) For the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;

(iii) For the period, not to exceed twelve (12) months, ~~(twenty-four (24) months for an employee who has ten (10) or more years of seniority as of the last day worked prior to layoff)~~, equal to that for which he may be covered for non-contributory coverage under Article I, Section 3., E. (1) of this Program, and thereafter for twelve (12) additional months, if the employee is laid off;

(iv) For the period equal to the lesser of (1) his period of disability or (2) his seniority, if the employee is on an approved disability leave of absence; and

(v) For the period of retirement.

(b) In the event an employee dies while insured for dependent group life insurance, the insurance in force as of the date of the employee's death may be continued only by the surviving spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ of an employee for themselves and any dependent child(ren), as set forth in Section III.

(89) Cessation of Insurance

W 11/22/19 243  
JP

133

B7D  
10/25/19  
④

(a) An employee's dependent group life insurance shall automatically cease on the earliest of the following:

(i) The date the employee or retired employee ceases to have a dependent as defined in (3) above.

(ii) If the employee or retired employee fails to make a required contribution for dependent group life insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iii) The last day of the calendar month in which the employee terminates employment.

(iv) The date of discontinuance of dependent group life insurance under the Program.

(b) Any dependent group life insurance continued in accordance with the provisions of (78), (b) herein, shall automatically cease on the earliest of the following:

~~(i) The date of the surviving spouse's remarriage or the same-sex domestic partner is no longer eligible under the provisions of the negotiated agreements and Letter C-41 of Exhibit B.~~

~~(ii) The date the surviving spouse or same-sex domestic partner dies.~~

~~(iii) If the surviving spouse or same-sex domestic partner fails to make a required contribution as set forth above when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.~~

~~(iv) The date of discontinuance of dependent group life insurance under the Program.~~

(c) The dependent group life insurance on account of any dependent shall, in any case, automatically cease on the day immediately preceding the date such person ceases to be a dependent as defined in (3) herein.

(910) Conversion Privilege

Upon written application made by a person to the ~~i~~Insurance ~~e~~Company within thirty-one (31) days after the date of cessation of the dependent group life insurance on account of such person because of:

(a) The employee's death or cessation of the employee's eligibility for dependent group life insurance unless such cessation was due to discontinuance of dependent group life insurance under the Program, or

(b) Cessation of dependent group life insurance in accordance with (89) herein, or

(c) Such person's ceasing to be a dependent as defined in (3) herein, such person shall be entitled to have an individual policy of life insurance only, without disability or accidental means death benefits, issued by the ~~i~~Insurance ~~e~~Company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance

WMA  
11/22/19  
RFB NP

124

ADO  
10/28/19  
Ⓟ

company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy.

The amount of such individual policy shall be equal to (or at the option of such person less than) the amount of dependent group life insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the thirty-one (31)-day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of life insurance dies during such thirty-one (31)-day period, the ~~Insurance Company~~ shall pay benefits in accordance with (6) herein, as though the insurance had been in force, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

(4011) Data

Relevant data will be provided pursuant to Article I, Section 3. I.

~~Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding dependent life insurance:~~

~~(a) Number of employees insured, by age (5 year brackets) and insurance schedule, during December in the preceding calendar year;~~

~~(b) Total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus or deficit, at the end of the preceding calendar year;~~

~~(c) Number of claims paid, by age (5 year brackets) and insurance schedule (distinguishing between spouse and child), during the preceding calendar year.~~

(4112) Procedure for Review of Denied Claims

If a claim for dependent group life insurance is denied, a notice will be sent explaining the reason for the denial. If there are any questions concerning the denial, inquiry should be made within sixty (60) days from the date the claim was denied to the office that denied the claim, furnishing all information supporting the appeal. The appeal will be reviewed by that office and a reply made within sixty (60) days after receipt of the appeal.

WAL  
11/22/19  
99B  
JP

135

DMO  
10/24/19  
A



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(205) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 5. Employee Optional Group Accident Insurance**

~~Any reference in this Section to same-sex domestic partner, including the definition of spouse, shall be governed by the Discontinuation of Same Sex Domestic Partner Status contained in letter C-41~~

A. Eligibility Date

An employee shall become eligible for optional group accident insurance as described herein for the amounts of insurance therein described, on the later of (1) the day active employment commences, and (2) the day the employee becomes a UAW-represented employee covered by this Collective Bargaining Agreement. The date the employee becomes eligible for optional group accident insurance shall be hereinafter referred to as the employee's eligibility date.

B. Enrollment and Effective Dates

The employee's optional group accident insurance shall become effective as set forth below:

~~\_\_~~(1) If the employee enrolls on or before the employee's eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the ~~employee's first payroll deduction is made.~~ employee enrolls.

~~\_\_~~(2) If the employee enrolls subsequent to the employee's eligibility date, or if the employee becomes insured for optional group accident insurance and later decides to enroll for a higher amount of insurance as set forth in C. below, insurance will become effective on the first day of the calendar month following the month in which the ~~employee's first payroll deduction is made, provided the employee is then still eligible as set forth in A. above.~~ employee enrolls.

~~\_\_~~(3) In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work on the date the insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided the employee is then still eligible as set forth in A. above.

WNA  
11/22/19  
PQB  
JP

136

DDW  
10/24/19  
(11)

\_\_\_(4) If the employee becomes insured for optional group accident insurance and later enrolls for a lower amount of insurance as set forth in C. below, the lower amount of insurance will become effective on the first day of the calendar month following the month in which the ~~employee's payroll deduction is adjusted based on monthly contributions~~ employee enrolls for the lower amount of insurance, whether or not the employee is then actively at work.

### C. Amount of Insurance

The employee may elect either employee coverage or family coverage. Coverage must be purchased in units of \$10,000. Employees may buy a principal sum of up to ten (10) times annual base pay, rounded to the next \$10,000, up to a maximum benefit of \$1,000,000.

#### \_\_\_(1) Loss of Life or a Bodily injury.

\_\_\_ If the employee sustains an accidental bodily injury which results in one of the following losses within three hundred sixty-five (365) days of the accident, the following schedule applies:

Loss of life	The Principal Sum
Loss of both hands or both feet	The Principal Sum
Loss of one hand and one foot	The Principal Sum
Loss of entire sight of both eyes	The Principal Sum
Loss of speech and hearing	The Principal Sum
Loss of the entire sight of one eye and one hand or foot	The Principal Sum
Loss of one hand or one foot	One-Half The Principal Sum
Loss of the entire sight of one eye	One-Half The Principal Sum
Loss of speech or hearing	One-Half The Principal Sum
Loss of thumb and index finger (of the same hand)	One-Quarter The Principal Sum

\_\_\_ If the employee elects family coverage, both the employee and eligible family members are insured; if there are no dependents children, the spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ is covered for an amount equal to sixty percent (60%) of the employee's coverage. If there is no spouse, each eligible dependent child is covered for twenty percent (20%) of the employee's coverage. If both a spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ and dependent(s) one or more children are covered, the spouse ~~or same-sex domestic partner~~ is covered for an amount equal to fifty percent (50%) of the employee's coverage and each dependent child is covered for an amount equal to fifteen percent (15%) of the employee's coverage.

\_\_\_ Benefits under this provision will not be paid under any circumstances for more than one of the losses, the greatest, sustained by the covered employee or covered family member as the result of any one injury.

\_\_\_ "Loss," as used with reference to hand or foot, means complete severance through or above the wrist or ankle joint; as used with reference to eye, means irrecoverable loss of the entire sight thereof; as used with reference to speech and hearing, means entire and irrecoverable loss of speech and hearing; and as used with reference to thumb and index finger, means complete severance through or above metacarpophalangeal joints.

WAL  
11/22/19  
PQB  
LP

137

BND  
10/28/19  
FD

For losses sustained on or after October 14, 1996, the benefits described in C. (2) through (7) apply:

(2) Paralysis Benefits

If an insured employee sustains an accidental bodily injury that results in permanent paralysis within three hundred sixty-five (365) days of the accident, the following schedule applies:

Quadriplegia	The Principal Sum
Paraplegia	Three-Quarters The Principal Sum
Hemiplegia	One-Half The Principal Sum

If the employee elects family coverage and there are no dependents children, the spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ is covered for an amount equal to sixty percent (60%) of the employee's coverage and, if there is no spouse ~~or same-sex domestic partner~~, each eligible dependent child is covered for twenty percent (20%) of the employee's coverage. If there is a spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ and dependent(s) one or more children, the spouse ~~or same-sex domestic partner~~ is covered for an amount equal to fifty percent (50%) of the employee's coverage and each eligible dependent child is covered for fifteen percent (15%) of the employee's coverage.

If an insured employee sustains an accidental bodily injury that results in a permanent paralysis within three hundred sixty-five (365) days of the accident, and less than The Principal Sum is payable by reason of such loss, and the insured employee thereafter suffers a greater loss as a result of the same accidental bodily injury within such three hundred sixty-five (365) day period following the accident, the excess benefit amount will be payable.

(3) Comatose Benefit

If an insured employee sustains an accidental bodily injury that results in a lapse into a comatose state within three hundred sixty-five (365) days of the accident, a benefit equal to two percent (2%) of the Principal Sum shall be payable on the thirty-second (32nd) day of the coma and each month thereafter for a maximum of fifty (50) months, or until death, if earlier, at which time any balance would be paid. If the employee regains consciousness, benefits shall cease and coverage for optional group accident insurance would resume only upon re-enrollment and payment of premiums.

If the employee elects family coverage, the spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ is covered for an amount equal to fifty percent (50%) of the employee's coverage and each ~~other~~ eligible dependent child is covered for ten percent (10%) of the employee's coverage.

(4) Special Education Benefit

If family coverage has been elected and the insured employee dies as a result of a covered accident, an additional benefit in the amount of ~~up to five percent (5%) (up to ten percent (10%) effective January 1, 2004)~~ of the employee's Principal Sum (subject to a maximum of \$6,000 ~~(subject to a maximum of \$20,000 effective January 1, 2004)~~ per year for up to four (4) years will be paid for each eligible dependent child enrolled within three hundred sixty-five (365) days of the death of the employee as a full-time student in an accredited college or university.

WHL  
11/22/19  
TJB  
AP

13B

BMO  
10/30/19

\_\_\_ This benefit is payable annually for a maximum of four (4) consecutive years, providing the eligible child consecutively continues his/her education as a full-time student. Benefits beyond the first year require evidence that the child has successfully completed all academic requirements of the prior school year.

\_\_\_ No payment will be made for room, board, or other living, traveling, or clothing expenses and, if there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

\_\_\_(5) Special Child Care Center Benefits

\_\_\_ If family coverage has been elected, upon the death of an insured employee or insured spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ from a covered accident, the beneficiary will receive an additional benefit in the amount of five percent (5%) of the employee's Principal Sum (subject to a maximum of \$6,000 ~~(subject to a maximum of \$7,500 effective January 1, 2004)~~) per year for up to four (4) years for each eligible dependent child, under the age of thirteen (13), enrolled (or who becomes enrolled within ninety (90) days) in a qualified child care center.

\_\_\_ If there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

\_\_\_(6) Spousal ~~or Same-Sex Domestic Partner~~ Occupational Training Expense

\_\_\_ If family coverage is elected and the insured employee dies as a result of a covered accident, a surviving spouse ~~or same-sex domestic partner as defined in Letter C-41 of Exhibit B~~ who participates in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which the spouse ~~or same-sex domestic partner~~ would not have sufficient qualification otherwise, will be reimbursed for expenses actually incurred up to ~~five percent (5%) of the employee's Principal Sum (Subject to a maximum of \$6,000)~~ Effective January 1, 2004, the spouse ~~or same-sex domestic partner~~ will be reimbursed for expenses actually incurred up to ten percent (10%) of the employee's Principal Sum (subject to a maximum of \$20,000) for up to four (4) years.

\_\_\_ To be reimbursed, such expenses must be reasonable and necessary and must be incurred within ~~three (3) years (four (4) years as of January 1, 2004)~~ of the date of the death. No payment will be made for room, board, or other living, traveling, or clothing expenses.

\_\_\_(7) Common Disaster Benefit

\_\_\_ If family coverage is elected and an insured employee and insured spouse ~~or same-sex domestic partner~~ suffer a loss of life in the same covered accident, or separate covered accidents which occur within forty-eight (48) hours of each other (common disaster), the amount payable by reason of the spouse's ~~or same-sex domestic partner's~~ death will equal the amount payable by reason of the insured employee's death. The common disaster benefit for the insured employee and insured spouse will not exceed \$1,000,000.

\_\_\_ For losses sustained on or after January 1, 2000, the benefit described in (8) and (9) below also shall apply:

\_\_\_(8) Seat Belt & Air Bag Benefit

*WMI  
11/22/12  
PQB*

139

*OTO  
10/24/19*  


\_\_\_\_ If an insured dies as a result of a covered accident in which their seat belt was properly used, an additional benefit shall be paid. The benefit paid for the proper use of a seat belt will be an amount equal to ten percent (10%) of the Principal Sum, subject to a maximum of \$25,000. If an air bag is deployed for the seat in which the insured occupied and while properly using a seat belt, an additional benefit amount of 10% of the Principal Amount, subject to a maximum of \$25,000, will also be paid.

\_\_(9) Repatriation Expense Benefit

\_\_\_\_ If the insured suffers loss of life as the result of a covered accident, a repatriation benefit, in the amount of \$2,500 (\$5,000 effective January 1, 2004), will be paid for the preparation and transportation of his/her body to the city of his/her principal residence, provided the death occurred at least one hundred (100) miles away from his/her principal residence.

For losses sustained on or after January 1, 2004, the benefit described in (10), (11) and (12) below also shall apply:

\_\_(10) Brain Damage Benefit

\_\_\_\_ Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life, ~~which include: bathing, dressing, continence, transferring, eating and toileting.~~

\_\_\_\_ Brain Damage must manifest itself within thirty (30) days of the accidental injury, insured requires a hospitalization of at least five (5) days and brain damage persists for twelve (12) consecutive months after the date of the accidental injury. 100% of the full amount is payable.

\_\_(11) Exposure and Disappearance Benefit

\_\_\_\_ Exposure and Disappearance is defined as loss of life due to exposure to natural or chemical elements will be deemed to be accidental if the exposure was a direct result of an accident.

\_\_\_\_ If a person disappears as a direct result of the accident, wrecking or sinking of the conveyance in which he or she was an occupant; and there is no contrary evidence about the circumstances of the disappearance within one (1) year of the accident, the disappearance will be deemed an accidental death.

\_\_\_\_ Benefit level will be the full in-force amount.

\_\_(12) Travel Assist

\_\_\_\_ Travel assistance will be provided to employee or eligible ~~dependents~~ family member (s) for the following types of services:

\_\_\_\_ - Emergency medical assistance including medical evacuation, medically supervised repatriation, replacement of lost medication, hospital admission service, medical consultation, and critical care monitoring;

WNI  
11/22/19  
RJB  
P

140

200  
10/29/19  
①

\_\_\_\_\_ - Emergency message transmission, emergency transportation to join patient, return of mortal remains, as well as legal and transportation services.

#### D. Exclusions

The policy does not cover loss caused or contributed by:

- \_\_\_1. Suicide or self-destruction or any attempt thereat, whether sane or insane;
- \_\_\_2. Bodily infirmity, sickness or disease;
- \_\_\_3. Medical or surgical treatment (except medical or surgical treatment necessitated only due to an injury);
- \_\_\_4. War, declared or undeclared, or any act of war except while the insured person is outside the United States and Puerto Rico on Company assignment or while insured dependents are outside the United States and Puerto Rico because of the insured's assignment;
- \_\_\_5. Injury sustained while serving in the armed forces of any country, for which period premiums will be refunded; provided, however, that a member of an Organized Reserve Corps or National Guard Unit shall be covered during short periods of training or participation in public ceremonies.
- \_\_\_6. Injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft. This policy covers riding as a passenger but not as an operator or crew member, in or on, boarding or unloading from any aircraft having a current and valid airworthiness certificate or any transport-type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by any similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world. Persons who are not members of the operating crew of any aircraft, who are engaged in testing, measuring, calibrating, and similar operations, shall be considered passengers and not crew members;
- \_\_\_7. The insured person's act of aggression, participation in a felonious enterprise, or illegal use of drugs.

#### E. Contributions

The employee shall contribute the full cost of optional group accident insurance. Contributions shall be payable ~~monthly in advance~~ through payroll deductions while actively at work. Payroll deductions may also be taken from sickness and accident benefits and supplemental unemployment benefits paid through the Company's payroll processes. An arrearage procedure will be used to ensure that missed contributions are taken from future sickness and accident benefits, supplemental unemployment benefits or regular payroll wages that are or become payable to the employee, or, if no such benefits or wages are or become payable to the employee, a direct bill process will be utilized. For employees receiving extended disability benefit payments, a direct bill process will be utilized. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions, or, if the pension benefit is insufficient to cover the contribution, a direct bill process will be utilized. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement, is set forth in the Life Insurance Administration Manual.

WAK  
11/22/19  
PAB

141

RNO  
10/28/19  


If the employee or retired employee is enrolled in family coverage and ceases to have an eligible family member, monthly contributions for family coverage will continue until the end of the month in which the employee or retired employee contacts the life insurance administrator to request a change in coverage.

**F. Definition of Dependent Family Member**

"Dependent" "Family Member" means:

(a) The employee's lawful spouse. "Discontinuation of Same-Sex Domestic Partner Status" pursuant to Letter C-41 of Exhibit B applies to this Section 5, or same-sex domestic partner as defined in Letter C-41 of Exhibit B.

(b) Child as follows: (i) the employee's natural child; (ii) the employee's adopted child, including a child from the date of placement with the adopting parents until the legal adoption; (iii) the child of the employee's spouse; (iv) an unmarried child for whom the employee has been legally appointed guardian who resides with and is supported by the employee or (v) the employee's unmarried foster child who resides with and is supported by the employee. Any unmarried child (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse or same sex domestic partner while such child is in the custody of and dependent upon the employee's spouse or same sex domestic partner and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee, but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status. A child as defined in (i), (ii), (iii), or (iv) or (v) is included until the end of the calendar year month in which the child attains age 25twenty-six (26), or A child as defined in (i), (ii) or (iii) regardless of age if who is totally and permanently disabled as defined hereinafter is included regardless of age, provided that any such child after the end of the calendar year in which the child attains age 19 prior to attaining age twenty-six (26) must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

(c) Any child of the employee who does not meet the qualifications in (b) above may continue to be covered provided such child meets the age (which will be no less than the end of the month in which such child attains age 26), residency and marital status requirements of the insurance company.

No person may be considered a dependent family member of more than one employee. Additionally, notwithstanding (b) above, an employee of the Company who is also a child of an employee of the Company is not an eligible family member for coverage under this optional group accident insurance, regardless of age.

The definition of dependent family member used in this Section shall apply only to the optional group accident insurance set forth herein and shall be entirely independent of any such

*will  
11/22/19  
RJB  
VP*

*142*

*RJW  
10/28/19  
Ⓟ*

definition used for benefits as set forth in the Life, Disability and Health Care Benefits Program or any other Program.

#### G. Payment of Benefits

\_\_\_(1) If an employee dies as a result of accidental death while the employee is insured for optional group accident insurance, the amount of such insurance in force shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made as indicated on the records of the Insurance eCompany.

\_\_\_When the Insurance eCompany receives notice of the beneficiary change, the change then relates back to and takes effect as of the date the employee signed such notice, according to the date shown thereon, whether or not the employee is living when the Insurance eCompany received such notice, but without prejudice to the Insurance eCompany on account of any payment it may have made before receipt of such written notice.

\_\_\_In the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the optional group accident insurance will be paid to the employee's ~~spousewife or husband or same sex domestic partner as defined in Letter C-41 of Exhibit B~~, if living; if not living, equally to the employee's surviving children; if none survive, to either the employee's mother or father, or to both equally if both survive; if there are no such survivors, to the employee's estate.

(2) If a covered spouse ~~or same sex domestic partner as defined in Letter C-41 of Exhibit B~~ or other dependent family member dies as a result of accidental death while insured for optional group accident insurance, the amount of such insurance in force on account of the dependent family member shall be paid in a lump sum to the employee (the employee is the beneficiary for optional group accident insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case a dependent family member dies subsequent to the death of the employee.

\_\_\_(3) All other indemnities are payable to the injured person suffering the loss.

#### H. Cessation of Insurance

For an employee, optional group accident insurance shall automatically cease on the earlier of the following:

\_\_\_(1) If the employee fails to make the required premium contribution for optional group accident insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

\_\_\_(2) The date of discontinuance of optional group accident insurance under the Insurance Program.

For a dependent family member, other than in the instance of the death of an employee, optional group accident insurance shall automatically cease on the earliest of the following:

\_\_\_(1) On the date of termination of the employee's insurance.

WAX  
11/22/19  
PGB  
WP

143

DMO  
10/24/19  


\_\_\_(2) On the date the dependent family member ceases to be an eligible dependent family member as defined in herein.

\_\_\_(3) On the date ending the period for which the last premium payment is made for dependent's family insurance coverage.

\_\_\_(4) The date of discontinuance of optional group accident insurance under the Insurance Program.

For a dependent family member, in the event an employee dies while enrolled in the family coverage option, optional group accident insurance shall automatically cease on the earliest of the following:

\_\_\_(1) On the date the dependent family member ceases to be an eligible dependent family member as defined in Section ~~VI~~ E herein.

\_\_\_(2) On the date the surviving spouse remarries ~~or the same-sex domestic partner is no longer eligible under the provisions of the negotiated agreements and Letter C-41 of Exhibit B.~~

\_\_\_(3) If the surviving spouse fails to make the required premium contribution for optional group accident insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

\_\_\_(34) On the date of discontinuance of optional group accident insurance under the Insurance Program.

\_\_\_(45) On the expiration of twelve (12) months following the date of the employee's death.

I. Continuation of Insurance

\_\_\_(1) Employee

\_\_\_ An employee may continue optional group accident insurance after the last month for which a payroll deduction was made, while on layoff or leave of absence, by paying the required premium contribution to the ~~i~~Insurance ~~e~~Company within thirty-one (31) days of the last month covered by payroll deductions and ~~on the first of each month thereafter~~, in accordance with the following:

\_\_\_ a. Layoff

\_\_\_ If an employee is laid off, coverage may be continued for the period, not to exceed twelve (12) months, ~~(twenty-four (24) months for an employee who has ten (10) or more years of seniority as of the last day worked prior to layoff)~~, equal to that for which the employee may be covered for non-contributory coverage under Article I, Section 3, E., (1) of this Program, and thereafter for twelve (12) additional months.

\_\_\_ b. Leave of Absence

\_\_\_ If the employee is on an approved personal leave of absence, coverage may be continued for up to twelve (12) months after the last month for which a payroll deduction was made.

WAL  
11/22/18  
RJB

144

DMO  
10/24/19  
Ⓢ

\_\_\_\_\_ c. Approved Disability Leave of Absence

\_\_\_\_\_ If an employee is on an approved disability leave of absence, coverage may be continued for the period equal to the lesser of (i) the employee's period of disability or (ii) the employee's seniority.

\_\_\_\_\_ d. Approved Union Leave of Absence

\_\_\_\_\_ If the employee is on an approved leave of absence to work for the International or Local Union, coverage may be continued for the duration of the leave.

\_\_\_\_\_(2) Retired Employee

\_\_\_\_\_ A retired employee enrolled as of the last day worked may continue a portion of coverage by paying the required premium contributions. Contributions shall be payable monthly ~~in advance~~ through pension deductions. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement, is set forth in the Life Insurance Administration Manual.

\_\_\_\_\_ If eligible, coverage up to \$150,000 or the amount in force as of the last day worked, whichever is less, may be continued. This amount cannot be increased, but may be decreased or cancelled at any time. Coverage may be changed from retired family coverage to retired employee coverage, but cannot be changed from retired employee coverage to retired family coverage.

\_\_\_\_\_ Retired employees and their ~~dependents~~ family members are ineligible for loss of speech and hearing, loss of speech or hearing, loss of thumb and index finger benefits, or benefits described in C., (4), (5), or (6) above.

J. Data

\_\_\_\_\_ Relevant data will be provided pursuant to Article I, Section 3. I.

~~Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding Optional Group Accident Insurance:~~

~~(1) The number of employees insured, by insurance schedule, during December in the preceding policy year.~~

~~(2) The number of retirees insured, by insurance schedule during December in the preceding policy year.~~

~~(3) Number of claims paid by insurance schedule (separately for employees and retirees), during the preceding policy year.~~

~~(4) Total premiums paid, claims paid, claims pending, liability for unreported claims, claims incurred and surplus or deficit for the preceding policy year.~~

*WHL  
11/22/17  
PAB  
JP*

145

*BOO  
1/24/19*  




FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

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

**A. Eligibility and Commencement of Benefits**

**(1) Eligibility Criteria**

In order to be eligible for sickness and accident benefits for either non-occupational or occupational injuries, an employee must meet the following criteria:

(a) become totally and continuously disabled while insured for sickness and accident benefits;

(b) be unable to perform all duties of the employee's occupation;

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

(1) Health Care Provider means:

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

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

(c) for mental health and substance abuse conditions:

(i) for the first sixty (60) calendar days from the first date of disability or for the first sixty (60) calendar days from the date a mental health or substance abuse condition is first diagnosed, whichever occurs earlier, a legally licensed psychiatrist, physician, psychiatric nurse practitioner, master degreeed licensed professional counselor (LPC), master degreeed licensed clinical social worker (LCSW), master degreeed licensed master's social worker (LMSW) or doctorate level psychologist and after the first sixty (60) calendar days, a legally licensed psychiatrist; or

WAK  
10/11/19  
RAB  
VP

K6

JW  
10/4/19

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

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

(2) if the employee subsequently qualifies for a reopened sickness and accident claim for a mental health and/or substance abuse condition, the employee must be under the continuous care of a legally licensed psychiatrist who certifies the employee's total disability, within thirty (30) calendar days;

(d) On a timely basis, furnish notice of claim, provide satisfactory proof of disability applying evidence-based medicine guidelines and provide a duration that meets accepted disability duration guidelines to the Insurance Company.

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

#### (2) Commencement of Benefits

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

#### (3) Benefit Rate

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

#### (4) Occupational ~~s~~Sickness and Accident Benefits

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

WAW  
10/11/19  
RAB  
JP

147

BW  
10/4/19  
(S)



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

E. Reduction of Benefit

Weekly benefits will be reduced by:

(1) any unemployment benefits an employee is eligible to receive under any unemployment compensation law; and

(2) the weekly equivalent of any ~~Disability Insurance~~ disability insurance ~~benefits~~ or ~~Old-Age Insurance-retirement~~ benefits (primary insurance benefit amount) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except ~~Old-Age retirement~~ benefits reduced because of the age at which received, and for purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33;

WAL  
10/23/19  
FAB Jm

LAB

TSD  
10/17/19  
AD



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

**G. Notice of Claim and Proof of Loss**

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

(2) Initial Written medical proof of loss must be furnished to the Insurance Company within ~~90~~ thirty (30) days after of the termination of the commencement of any period of disability, and all subsequent medical proof of loss must be furnished to the Insurance Company within thirty (30) days from the last day period for which the Insurance Company is liable under this Section 6., but failure to furnish such proof within the time required shall neither invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required; and

RQB

E.T.

11/27/19

BW  
11/27/19



149



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(207) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 7. Group Reinstated Sickness and Accident Insurance**

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

A. Eligibility

To be eligible for benefits, an employee must:

(1) become totally disabled while on a qualifying layoff as defined in the SUB Plan and while insured for group life insurance under Article II. hereof;

(2) immediately prior to his becoming disabled, have been eligible for a Regular Benefit under the SUB Plan or have been ineligible therefore because he was employed by another employer; and

(3) apply for the benefit and furnish the Insurance Company with satisfactory proof of disability;

(4) with respect to each week for which a benefit is claimed, be:

(a) unable to perform all duties of his occupation,

(b) under a doctor's the care of a Health Care Provider, as described in Article II, Section 6A(1)(c), and

(c) otherwise eligible to receive a benefit under the SUB Plan or if the 1988 SUB Plan is reinstated, has to his credit at least a Credit Unit under the 1988 SUB Plan;

B. Benefit Amount

Weekly reinstated sickness and accident benefits shall be equal in amount to the weekly sickness and accident benefits set forth in Article I., Section 9. hereof;

C. Benefit Commencement:

WMM  
10/11/19  
[Signature]

150

150  
10/11/19  
[Signature]

Benefits start on the first normal working day following the last day for which a Regular Benefit was payable to the employee if he was receiving Regular Benefits immediately prior to his becoming disabled; otherwise on the first normal working day of a qualifying disability;

D. Benefit Reduction or Cessation

(1) The benefit for any week shall be reduced by the amount of any disability benefit he receives for the same week under a plan financed in whole or in part by another employer;

(2) No benefit shall be payable beyond the time:

(a) the employee no longer satisfies the disability requirement except that, if he remains on qualifying layoff under the SUB Plan, benefits shall be payable for remaining days in the same week as defined in the SUB Plan for which he does not receive a Regular Benefit;

(b) the employee receives a sickness and accident or extended disability benefit under this Program, or

(c) the Credit Unit Cancellation Base is below the applicable dollar amount at which a Supplemental Unemployment Benefit is payable in accordance with the employee's seniority as provided under Article II, Section 5(b) of the 1988 SUB Plan. This item (c) applies only if the 1988 SUB Plan is reinstated.

E. Other Provisions

The applicable provisions of Section 6. of this Program, not inconsistent with the provisions of this Section, shall apply to reinstated sickness and accident benefits in the same way as they apply to group sickness and accident benefits under Section 6.

WMM  
10/11/19  
PQB  
W

151

B770  
19419  




FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

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

**A. Eligibility**

An employee who is insured for the sickness and accident benefits provided in Section 6. hereof or the reinstated sickness and accident benefits provided in Section 7. hereof, and who, at the date of expiration of the maximum number of weeks for which he is entitled to receive sickness and accident benefits or reinstated sickness and accident benefits and during a continuous period of disability thereafter, is totally disabled so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where he has seniority for remuneration or profit, shall receive monthly extended disability benefits for the period described in ~~GE~~-J. below (for an employee who waives receipt of sickness and accident benefits or reinstated sickness and accident benefits, the time he waives such benefits shall be deemed the time through which he is entitled to receive them for purposes of this subsection);

**B. Benefit Amount and Reduction**

The monthly extended disability benefit is the applicable amount shown in the Schedule of Benefits in Section 9., reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the employee receiving extended disability benefits is eligible:

(1) All benefits under The Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed;

(2) Lost time benefits under workers' compensation laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body

PAB 11-27-19  
E.T.

152

TOW  
11/29/19

member, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Section ~~V18~~ are payable and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972;

(3) Disability ~~or old-age insurance~~ or retirement benefits to which the person is entitled (primary insurance amount) under the Federal Social Security Act or any future legislation providing similar benefits, except ~~old-age~~ retirement benefits reduced because of the age at which received; and

(4) Benefits under any state or federal law providing benefits for working time lost because of disability.

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

#### C. Calculation of Benefit Reduction

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

(1) the monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33;

(2) lump-sum settlements under workers' compensation laws will result in reductions equal to the monthly equivalent of the amount of the workers' compensation benefit to which the employee would have been entitled under applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement; and

(3) the amounts of the reductions under B. above shall not be increased subsequent to the first day for which extended disability benefits are payable, except that the amounts of such reductions may be increased in connection with any adjustment in the original determination of the amount of such benefits;

#### D. Presumption of Social Security Disability Insurance and Disability Retirement

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

PQB 11-27-19  
E.T.

153

DW  
11/26/19  


and amounts deducted from extended disability benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in extended disability benefits is made in an amount equal to Social Security disability insurance benefits (primary insurance amount) that would have been payable except for refusal to accept vocational rehabilitation services;

E. Proration

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

F. Commencement and Duration of Benefits

(1) Extended disability benefits paid to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly sickness and accident benefits, or reinstated sickness and accident benefits, including weeks in which such sickness and accident benefits or reinstated sickness and accident benefits were partially or wholly offset because of receipt of workers' compensation benefits;

(2) The maximum period during which extended disability benefits may be payable shall be: (a) in the case of an employee who has ten or more years of seniority as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly sickness and accident or reinstated sickness and accident benefits occurs and terminating with the end of the month in which the employee attains age 65; and (b) in the case of an employee who has less than ten years of seniority as of the day on which disability commenced, the number of months by which the employee's full months of seniority at commencement of disability exceeds the period for which he is entitled to receive sickness and accident or reinstated sickness and accident benefits. In any event extended disability benefits shall not be payable beyond the date of the employee's death, the end of the month in which he attains age 65, or the date he no longer satisfies the disability requirement, whichever occurs first; except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for extended disability benefits, such benefits will be payable in accordance with the following schedule:

<u>Employee's Age at Commencement of Disability</u>	<u>Maximum Duration of Extended Disability Benefits</u>
63 and 0 months but less than 68 and 1 month	12 months
68 and 1 month but less than 68 and 2 months	11 months
68 and 2 months but less than 68 and 3 months	10 months
68 and 3 months but less than 68 and 4 months	9 months

PQB 11-27-19  
E.T.

154

Tom  
11/27/19  


68 and 4 months but less than 68  
and 5 months  
68 and 5 months but less than 68  
and 6 months  
68 and 6 months and older

8 months

7 months

6 months

#### G. Successive Disability

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

#### H. Benefit Reinstatement

If monthly extended disability benefits are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of such discontinuance and before the employee returns to work, he again becomes disabled so as to satisfy the disability requirement, monthly extended disability benefits will be resumed.

#### I. Partial Payment

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

#### J. Reduction of Benefit Maximum

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

#### K. Rehabilitation

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

#### L. Medical Examination Proof of Disability

PJB 11-27-19  
E.T.

135

10/10  
11/26/19  


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

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

#### M. Medicare Coverage

An employee eligible for extended disability benefits, regardless of when he last ceased active work, who is enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act, will while so enrolled receive a monthly special benefit equal to: (1) \$58.70 for months on or after January 1, 2003, (2) the lesser of the generally applicable Medicare Part B premium or \$76.20 for months on or after January 1, 2004; provided that in no event shall such payment commence prior to the first day of the month following the earlier of (a) the month during which age 65 is attained, or (b) receipt by the Insurance Company of application on a form provided for this purpose from an otherwise eligible employee under age 65, in which case such payment shall be made effective for the month such employee enrolls; not more than one such payment shall be made to any employee for any one month; no such payment shall be made to any employee receiving under the Pension Plan, or Article I., the same amount because of having enrolled for Medicare coverage; and

#### N. Waiver

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

PGB  
11-27-19  
E.T.

156

1000  
11/27/19  
Ⓟ



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

(1) Contents

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

- (a) Explain the benefits and the regulations governing their payment.
- (b) Include the standardized administrative practices and interpretations which affect benefits.
- (c) List the limitations and exclusions of the coverage.
- (d) Define all those terms related to the programs provided (such as facility, physician, etc.).
- (e) Define eligibility for coverage as a dependent, including "Sponsored Dependents."
- (f) Describe procedures for status changes and terminations.
- (g) Define the data to be provided with respect to the operation of the National Account Program.
- (h) Describe the Coordination of Benefits and Reimbursement for Third Party Liability provisions.

(2) Amendment

(a) The Control Plan shall forward copies of any proposed Administrative Manual revisions to the Company and the Union. The Company and the Union, after joint discussion and review, will advise the Control Plan of any action to be taken regarding the proposed revisions. The Control Plan shall issue the official controlling revised edition of such Administrative Manual sections within 30 days of receipt of such advice of action.

11/20/19  
JG  
GS

RJB  
F.T. 11/29/19

157

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

(i) Departicipating Hospitals

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

(1) A carrier will give adequate notice at the earliest possible date to enrolled employees of a hospital's deparicipation and of the payment arrangements in such a deparicipating situation.

(2) For those patients already hospitalized before a hospital deparicipates, full covered benefits will be paid until the end of the hospital stay or until the available days of care are exhausted.

(3) For patients admitted during the first 30 days after the initial date of each hospital's deparicipation, full covered benefits will be paid for all admissions to such deparicipated hospital until the end of the hospital stay or until the available days of care are exhausted. For patients admitted after such 30 days, the appropriate nonparticipating hospital rate shall apply, except as provided in 4. below.

(4) Upon admission in an emergency (as determined by the carrier) to a hospital that has deparicipated, when the member cannot be safely moved to a participating hospital, the member will be entitled to full covered benefits during the first five days of the hospital stay. After five days from the date of such emergency admission, payment will be at the appropriate nonparticipating hospital rate. If at any time during such an admission the patient is moved to a participating hospital, payment may be made for the reasonable charges for ground ambulance transfer of up to 25 miles, upon approval of the attending physician and the carrier. This approval must be based on the physician's medical certification that the transfer will not endanger the patient's health and of carrier certification that the subsequent stay will be of sufficient duration to justify the transfer. If transfer to a participating hospital cannot be arranged, either because such a transfer would endanger the patient's health or because the subsequent stay would not be of sufficient duration to justify transfer, full covered benefits will be paid until the end of such hospital stay or until the available days of care are exhausted.

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

(ii) Nonparticipating Hospital Rate

RJB

E.T. 11/29/19

158

11/29/19  
JJ  
05

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

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

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

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

(iii) Outpatient Physical Therapy

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

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

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

(iv) Body CAT Scans

PGB

E.T. 11/29/19

159

11/29/19  
9/1

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

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

(v) Optional Second Surgical Opinion

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

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

(vi) Durable Medical Equipment (DME)

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

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

- (1) blanket supports (also known as cradles);
- (2) neuromuscular stimulators, if prescribed by an orthopedic or physiatric specialist;
- (3) positioning transportation chairs, prescribed as alternatives to traditional wheelchairs for children fourteen (14) years of age and under, who suffer from neuromuscular disorders, closed head injuries, spinal cord disorders or congenital abnormalities;
- (4) electromagnetic bone growth stimulators, prescribed as an alternative to bone grafting in cases of severe physical trauma involving non-union of long bone fractures (in excess of 90 days from the date of fracture), or failed bone fusion;
- (5) portable insulin infusion pumps, prescribed only when the diagnosis is insulin-dependent type I diabetes mellitus and there is documentation by the physician of poor diabetic control (i.e., widely fluctuating blood sugar before mealtime, frequent episodes of insulin reaction, evidence of frequent ketosis), or dependent-type I diabetes mellitus complicated by pregnancy.

RQB  
E.T. 11/29/19

160

11/29/19  
RQB

(6) pressure gradient supports (also known as burn pressure garments) prescribed for circulatory insufficiency conditions to promote and restore normal fluid circulation in the extremity (up to four times annually for chronic conditions unless there is a change in physical condition such as a gain or loss of weight of the patient), and when prescribed to enhance healing and prevent scarring of burn patients;

(7) phototherapy (bilirubin) light with photometer, for patients under the age of one (1) having a diagnosis of hyperbilirubinemia;

(8) special features which, although not subject to review and approval under Medicare Part B, are necessary to adapt otherwise covered equipment for use by children;

(a) deluxe equipment or features which are not medically necessary for the treatment of the enrollee's condition and required in order for such enrollee to be able to operate the equipment, provided, however, that benefits are limited to the comparable cost of basic, standard equipment.

(b) continuous passive motion device for use on elbow and shoulder after surgical treatment.

(vii) Prosthetic and Orthotic Appliances

Effective October 1, 2007 coverage is provided for individually fitted arch supports used with a shoe that is not attached to a brace for enrollees. Coverage is limited to arch supports that are prescribed in writing by a physician for an orthopedic, neuromuscular, vascular or insensate foot condition excluding flat feet that has failed to respond to a course of appropriate conservative treatment (e.g., physical therapy, injections, anti-inflammatory medications), or when prescribed following foot surgery or trauma when the patient is receiving arch supports as a part of post surgical care. All arch supports must be obtained from a provider in the P&O program. No additional payment will be made for separately billed charges for fitting each arch support. Arch supports shall be covered once every ~~30~~ 36 months and are limited to procedure codes L3020, L3030, and L3031.

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

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

(1) any style of orthopedic footwear, other than a basic oxford, when the shoes are an integral part of a covered brace; and

(2) all orthopedic shoe inserts, arch supports, and shoe modifications, used with a shoe that is attached to a covered brace.

(3) Wigs and appropriate related supplies shall be a covered benefit for all enrollees subject to the limitations outlined below for those enrollees suffering hair loss from the effects of chemotherapy.

RGB  
E.T. 11/29/19

161

11/29/19  
JG  
63

(a) for the first purchase of a wig and necessary related supplies (stand and tape) coverage will be provided up to \$200.

(b) thereafter, at intervals of not less than 12 months, coverage will be provided up to \$125 towards the purchase of a wig and necessary related supplies.

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

1. A procedure has been established for the ongoing periodic update of the durable medical equipment and prosthetic and orthotic appliance coverages.

2. Written notification of changes in Medicare Part B durable medical equipment and prosthetic and orthotic appliance coverages, and other recommendations for coverage changes, will be provided to the Company by the Control Plan. The notifications and recommendations shall include, but not be limited to, the following information:

(a) Quality of care, access and appropriate utilization concerns and proposed actions to resolve such concerns;

(b) Any item(s) being replaced by new item(s), and a plan for discontinuation of coverage for the replaced item(s); and

(c) Positive or negative impact on Program costs.

3. The Company will implement Medicare Part B coverage changes and review and approve or disapprove other Control Plan recommendations. When a change is made, an effective date will be established.

4. The Control Plan will advise appropriate Carriers of any changes which are approved through this procedure, the effective dates, and any applicable administrative rules.

**(viii) Speech Therapy for Children**

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

**(ix) Medically Necessary Private Room**

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

**(x) Hospice**

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

P9B

E.T. 11/29/19

162

11/29/19  
Balka  
J  
S

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

(xi) Plastic, Cosmetic and Reconstructive Surgery

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

(xii) Ambulance Services

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

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

RAB

E.T. 11/29/19

163

11/29/19  
E.T.  
63

- Home-bound patients are provided round trip transportation from the home to the facility and back when medically necessary (other means of transportation could not be used without endangering the patient's health).

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

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

(xiii) Sterilizations

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

(xiv) Human Organ Transplant

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

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

(xv) Technical Surgical Assistants

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

(xvi) Pap Smear Services

RJB  
E.T. 11/29/19

164

11/29/19  
RJB

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

(xvii) Proctoscopic Examination

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

(xviii) Mammography Screening

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

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

(xix) Prostate-Specific Antigen (PSA)

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

(xx) Early Detection Screening and Immunization Program

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

Immunization Coverage

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

11/29/19  
E.T.  
165

E.T. 11/29/19

165

Diphtheria toxoid and tetanus (TD)	Measles, mumps, rubella (MMR)
Diphtheria, tetanus and pertussis (DTP)	
H1N1 vaccine	Meningococcal
Hemophilus influenza B (HIB)	Pneumococcal conjugate (PCV)
	Pneumococcal polysaccharide (PPV)
Hepatitis A	Poliovirus, inactivated
Hepatitis B	Poliovirus, oral
Herpes Zoster (shingles)	Rotavirus
Human papilloma virus (HPV)	Varicella (chicken-pox)
Influenza	

(xxi) Observation Care Services

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

(xxii) Hepatitis C

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

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

(xxiii) Flu Shots

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

(xxiv) Well Baby and Well Child

Coverage is provided for:

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

(xxv) Rabies

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

(xxvi) Bone Marrow Screening

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

*FJB*  
E.T. 11/29/19

*164*

*11 balls*  
*[Signature]*  
*67*

(xxvii) Audiometric Testing

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

(xxviii) Pulmonary Function Evaluation

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

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

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

(xxxi) Effective January 1, 2008 services rendered by Physicians Assistants (PA) and Nurse Practitioners (NP) are covered in-network subject to the plan design (deductible, coinsurance, out-of-pocket maximum and office visit coinsurance/ copayment as applicable).

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

(xxxii) Other Health Care Reform Preventive Services

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

If it is later determined, either by amendment, repeal or by judicial determination that any PPACA preventive services and medications provisions as set forth in PPACA section 2713 shall no longer apply, then the parties may consider, and if warranted and upon mutual agreement, may include these preventive services and medications under Article III, Section 4.D. To the extent the PPACA preventive services and medications provisions are expanded, modified or otherwise interpreted by regulation, judicial pronouncement or authoritative agency directive such that the required coverage of preventive services and medications set

FJR

E.T. 11/29/17

167

11/29/17  
JF

forth herein in compliance with PPACA, the Company reserves the right to make required changes or, to the extent compliance is variable, the parties agree to meet and confer to discuss revisions set forth herein to determine the manner by which compliance will be achieved.

(xxxiii) Platelet Derived Growth Factor

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

(3) Interpretation

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

*FJB*  
F.T. 11/27/19

11/27/19  
*[Signature]*  
[Signature]

168



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

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

**A. Enrollment Classifications**

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

**B. Description of Benefits**

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

**C. Definitions**

As used herein:

(1) "mental disorders" means any mental, emotional or personality disorder classified in categories 290.0 to 319.9 F01 to F99. Inclusive in this range are substance abuse conditions in categories F10 through F19 in the most recent edition of the "International Classification of Diseases (ICD), Clinical Modification." ~~Inclusive in this range are substance abuse conditions as classified in categories 303.0 through 305.9. Effective with the adoption of ICD-10 effective mental disorders means any mental, emotional or personality disorder classified in categories F01 through F99 and inclusive in this range are substance abuse conditions as classified in categories F10 through F19.~~

(2) "managed care" means the process by which the medical necessity, appropriateness, and setting of a mental health or substance abuse service is reviewed prior to the performance of the service and during the course of an enrollee's treatment.

PJB  
E.T. 11/29/19

169

11/29/19  
BT  
DAB

(3) "managed care unit" is an entity established by the program administrator and staffed by qualified mental health and substance abuse professionals, including psychiatrists, licensed psychologists, master's level clinical social workers, master's level clinical psychiatric nurses, and master's level substance abuse counselors.

(4) "panel provider" means an acute care general hospital, psychiatric hospital, residential facility, partial hospitalization, intensive outpatient program, outpatient psychiatric clinic, psychiatrist, licensed psychologist, master's level clinical social worker, master's level nurse clinician or master's level counselor licensed to practice by the state where the service is delivered at the independent practice level and under contract with the program administrator to provide treatment to eligible enrollees in accordance with specific terms and conditions established by the program administrator including, but not limited to, limits on reimbursement, quality protocols and criteria, and utilization controls.

~~(5) "assessment panel" means a panel of psychiatrists and licensed psychologists established by the program administrator to provide comprehensive, face-to-face diagnostic evaluations when it is not possible to determine the nature of an enrollee's circumstances through the intense telephone review process.~~

~~(6)~~ (5) "partial hospitalization" means treatment at a semi-residential level of care for patients with a mental health or substance abuse disorder who require coordinated, intensive, comprehensive and multi-disciplinary treatment in a structured setting, but less than inpatient hospitalization. The patient undergoes therapy for more than four (4) hours a day, and may receive additional services (e.g. meals, recreation).

#### D. Program Description

(1) A Mental Health and Substance Abuse program administrator will manage the intake, assessment, referral and treatment monitoring of all inpatient benefits, psychological testing and select outpatient mental health and substance abuse cases. The program administrator will be accessible through a toll-free number available 24 hours a day, seven days a week. Enrollees requiring mental health and/or substance abuse services may contact either the program administrator or a panel provider, in which case, the panel provider will perform an assessment, develop a preliminary treatment plan, and then call the program administrator for treatment pre-determination.

(2) Managed care services will include the following:

(a) triaging calls from program enrollees or providers.

(b) providing program enrollees with treatment referrals to panel providers.

~~(c) completing pre-determination reviews of treatment recommendations/plans from panel providers when required. Wherever possible, the program administrator will incorporate the panel provider's recommendations into the approved treatment plan.~~

~~(d)~~ (c) performing concurrent reviews during course of treatment plan.

PGB

F.T.

11/29/19

170

DAB

11/29/19

BT

(e) (d) conducting follow-up activities to assure that enrollees who have completed a course of treatment are satisfied with the outcome of the treatment and that services are available if required.

(f) (e) coordinating inpatient and outpatient treatment to promote quality of care and continuity of services.

(g) (f) coordinating substance abuse and surgical medical benefits to ensure that surgical medical services included in substance abuse claims are allocated to the appropriate plan administrator.

(h) (g) referring enrollees to the assessment panel for a comprehensive, face-to-face diagnostic evaluation when it is not possible to determine the nature of the enrollee's circumstances through the intense telephone review process.

(i) (h) developing a continued treatment plan in instances when the extension of a benefit will avert a more costly treatment modality.

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

#### E. Benefits

##### (1) Terms and Conditions of Benefit Payment

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

(a) Admission to a treatment plan occurs on or after the covered person's effective date of coverage under the Program.

(b) All psychiatric and substance abuse inpatient, residential and partial hospitalization admissions must be reviewed by the program administrator to determine the appropriateness of setting.

(c) A non-psychiatric physician may provide psychiatric counseling but must contact the program administrator if more than three (3) visits are required.

(d) Services and referrals to non-panel providers can be covered at the in-network benefit level, provided they are approved by the program administrator.

(e) Emergency services are covered regardless of whether the provider is in the panel or not, however, the provider should notify the program administrator for authorization of treatment.

##### (2) Benefit Period

POB  
ET. 11/29/19

171

11/29/19  
DAB BT

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

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

(b) The 365-day benefit limitation applicable to the hospital inpatient treatment of nervous and mental conditions also applies to the treatment of substance abuse in program administrator-approved residential facilities. Each day of care utilized under the residential substance abuse treatment program is charged against the unused portion of the 365-day inpatient nervous and mental benefit period.

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

(c) A maximum of 365 days of day or night care services is available for nervous and mental or substance abuse treatment. The benefit renewal conditions described above apply to this benefit as well.

(d) Coverages for outpatient mental health and substance abuse care (subject to the following schedule for professional services) are as follows:

Outpatient - 35 visits/year

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

(e) Psychological testing

(3) Coverages

(a) For an authorized admission to an acute care hospital or residential treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:

(i) bed and board, including general nursing service;

RQB

E.T. 11/29/19

172

DAB

11/29/19

BT

- (ii) laboratory examinations related to the treatment received in the facility;
- (iii) drugs, biologicals, solutions and supplies related to the treatment received and used while the enrollee is in the facility;
- (iv) supplies and use of equipment required for detoxification or rehabilitation;
- (v) all professional and ancillary services, including those of other trained staff, necessary for patient care and treatment, including diagnostic examinations;
- (vi) individual and group therapy or counseling;
- (vii) psychological testing; and
- (viii) counseling for family members.

(b) For an admission to a partial hospitalization treatment program or outpatient treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:

- (i) laboratory examinations related to the treatment received in the facility;
- (ii) drugs, biologicals, solutions, and supplies related to the treatment received, including drugs to be taken home;
- (iii) supplies and use of equipment required for detoxification or rehabilitation;
- (iv) all professional and ancillary services, including those of other trained staff, necessary for the treatment of ambulatory enrollees, including diagnostic examinations;
- (v) individual and group therapy or counseling;
- (vi) psychological testing; and
- (vii) counseling for family members.

(c) Coverage for authorized outpatient mental health or substance abuse services includes:

- (i) all professional and other staff and ancillary services made available to ambulatory patients;
- (ii) prescribed drugs and medications dispensed by the facility in connection with treatment received at the facility;
- (iii) psychological testing; and
- (iv) counseling for family members.

F. Sanctions

*PJB*  
*E.T.* 11/29/19

*173*

*DAB* 11/29/19  
*BT*

(1) Services provided from panel providers without obtaining necessary predetermination within 24 hours of admission will not be payable. The covered person will be held harmless by the program administrator for errors of commission or omission involving the predetermination requirement over which the covered person has no control.

(2) Services provided from non-panel psychiatrists without obtaining the necessary waiver authorization from the program administrator will be payable at 50% of the usual, customary, and reasonable rate.

(3) Services provided by mental health professionals (i.e., licensed psychologists, master's level clinical social worker, master's level nurse clinician, master's level certified substance abuse counselor), who are not in the panel will not be reimbursed for unauthorized care.

(4) Services provided by non-psychiatric physicians, physician assistants and nurse practitioners who, by definition, will not be in the panel, will be covered up to three visits, after which unauthorized treatment will be payable at 50% of the usual, customary, and reasonable rate.

(5) Services provided from non-panel facilities without obtaining the necessary waiver authorization will be payable at 50% of approved charges up to the maximum allowable payment.

(6) The Company and Union have expressed a mutual concern for employees and dependents who fail to complete their substance abuse continuing care treatment plans. The parties agree to monitor such use patterns. If the Company and Union determine that a prevalent problem exists and needs to be addressed, the Company and Union will meet promptly to discuss appropriate corrective actions. By mutual agreement such actions may include future financial penalty for persons who do not complete their substance abuse treatment plans.

(7) Non-emergency mental health and substance abuse inpatient services provided by non-panel providers without referral by a panel provider are included in out-of-pocket maximums and subject to non-panel payment limitations as described in Article 3, Section 3 B (1) for the PPO option and Letter C-49 for the SCN option.

#### G. Exclusions

Benefits are not payable for:

(1) Services for mental disorders which, according to generally accepted medical standards, are not amenable to favorable modification, except that benefits are available for the period necessary to determine that the disorder is not amenable to favorable modification, or for the period necessary for the evaluation and diagnosis of mental deficiency or retardation.

(2) Dispensing methadone or testing urine specimens, unless therapy, counseling, or psychological testing are provided.

(3) Diversional therapy.

#### H. Coordination of Benefits

PQB

E.T. 11/29/19

174

DAB

11/29/19

BT

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

I. Reimbursement for Third Party Liability - Subrogation

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

RJR  
E.T. 11/29/17

175

11/29/19  
BT  
DAB



FIAT CHRYSLER AUTOMOBILES

Exhibit B

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

**A. Enrollment Classifications**

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

**B. Description of Benefits**

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

**C. Definitions**

As used herein:

(1) "physician" means any licensed doctor of medicine or osteopathy legally qualified to practice medicine and who within the scope of his license performs vision testing examinations and prescribes lenses to improve visual acuity.

(2) "ophthalmologist" means any licensed doctor of medicine or osteopathy legally qualified to practice medicine, including the diagnosis, treatment, and prescribing of lenses related to conditions of the eye.

~~(2)~~ (3) "optometrist" means any person licensed to practice optometry in the state in which the service is rendered.

~~(3)~~ (4) "optician" means any person licensed in the state in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mold the lenses or have them ground or molded according to prescription, to fit them into frames and to adjust the frames to fit the face.

(4) ~~(5)~~ "provider" means any of the foregoing.

79B 11-26-19  
JP

176

11/25/19  
BT  
G

m7

~~(5)~~ (6) "participating provider" means a provider that has a written agreement with the Vision Expense Benefits carrier pursuant to which vision testing examinations, lenses or frames are provided under Vision Expense Benefits in accordance with the terms and conditions stated in ~~D. (4) hereof~~ the written agreement and to accept as payment therefore the amounts determined in accordance with ~~D. (4)~~ the written agreement;

(7) "non-participating provider" means an ophthalmologist, optometrist, or optician who has not signed an agreement with the carrier to provide vision examinations, lenses or frames to enrollees.

~~(6)~~ (8) "reasonable and customary" means the actual amount charged by a provider for a vision testing examination, lenses or frames, but only to the extent that the amount is reasonable and takes into consideration:

(a) the usual amount that the provider most frequently charges the majority of his patients or customers for the vision testing examination, lenses or frames provided;

(b) the prevailing range of charges made in the same area by providers of similar training and experience for the vision testing examination rendered or lenses or frames furnished; and

(c) unusual circumstances or complications requiring additional time, skill and experience in connection with the particular vision testing examination rendered or lenses or frames furnished.

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

~~(7)~~ (9) "lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted into frames.

~~(8)~~ (10) "contact lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted directly to the patient's eyes. These are subject to limitations and exclusions applicable to lenses generally.

~~(9)~~ (11) "frames" means standard eyeglass frames into which two lenses are fitted.

~~(10)~~ (12) "covered person" means the eligible employee, surviving spouse and eligible dependents.

~~(11)~~ (13) "Covered Vision Expense" means the charges incurred for vision testing examinations, lenses and frames for such lenses as described below, and are either for vision testing examinations, lenses or frames obtained from a participating provider, payable in accordance with ~~D. (4)~~ below or for vision testing examinations, lenses or frames obtained from a non-participating provider payable in accordance with ~~D. (2)~~ below:

(a) vision testing examination - performed by a physician or optometrist, including a determination as to the need for correction of visual acuity, prescribing lenses, if needed, and confirming the appropriateness of eyeglasses obtained under the prescription. It shall include: history; testing visual acuity; external examination of the eye; binocular measure; ophthalmoscopic examination; tonometry when indicated; medication for dilating the pupils and desensitizing the eyes for tonometry, if applicable; and summary and findings. If an optometrist as a result of his examination recommends that the covered person be examined by an ophthalmologist with respect

PQB 11-26-19 LP

177

11/25/19  
BT  
CS

m

to a vision problem, and the ophthalmologist's examination occurs within 60 days of the optometrist's examination, both vision examinations are a Covered Vision Expense;

(b) lenses of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthogon, Tillyer or Univis, and which meet Z80.1 or Z80.2 standards of the American National Standards Institute, including, when prescribed, equivalent plastic lenses or tints equal to Rose Tints #1 and #2. Lenses not more than 65 millimeters in diameter will be a Covered Vision Expense under Vision Expense Benefits. If lenses are of a quality or size that result in an additional charge, only charges in accordance with D. below shall be payable;

(c) frames adequate to hold lenses which are a Covered Expense; and

(d) contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, or when selected for other reasons, within the limits described in D. below.

~~— (12) "acquisition cost" means the actual cost of the lenses and/or frames to the provider;~~

~~— (13) "dispensing fee" means a fee predetermined by the Vision Expense Benefits carrier to be paid for dispensing lenses and/or frames as provided for under Vision Expense Benefits.~~

(14) "Corrective eye surgery" means a surgical procedure used to alter the cornea or shape/surface of the eye in order to improve visual acuity, correct vision conditions such as myopia, hyperopia or astigmatism and reduce or eliminate the reliance on eyewear. Such surgeries can include, but are not necessarily limited to, Laser-assisted In-Situ Keratomileusis (LASIK), PhotoRefractive Keratectomy (PRK) and Radial Keratotomy (RK).

#### D. Benefits

~~— (1) From a participating provider, the covered person by paying the balance of the provider's charge may obtain vision testing examinations and lenses and frames which the participating provider shall have agreed to furnish covered persons in accordance with the following arrangements for reimbursement by the carrier;~~

~~— (a) for a vision testing examination, the reasonable and customary charge less any co-payment as described in (3) below;~~

~~— (b) for regular lenses, the acquisition cost of lenses that are described in the first two sentences of C.(11)(b), less any co-payment as described in (3) below;~~

~~— (c) for contact lenses, the acquisition cost of the contact lenses suitable for the covered person, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or, when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, less any co-payment as described in (3) below;~~

~~— (d) for contact lenses, except when provided in accordance with (c) above, the acquisition cost of the contact lenses suitable for the covered person, which when combined with the dispensing fees for lenses and frames in (f) below, shall not exceed \$75.~~

~~— (e) for frames, the acquisition cost up to a maximum acquisition cost of~~

PQB 11-26-19  
JP

17B

11/25/19  
BT  
GS

mz

~~(i) \$19.75 through December 31, 2003;~~

~~(ii) \$23.00 from January 1, 2004 through December 31, 2007;~~

~~less any co-payment as described in (3) below.~~

~~(f) for lenses, contact lenses and frames, the dispensing fees for usual services in dispensing such lenses or frames, less any co-payment as described in (3) below.~~

~~(g) protective scratch-guard lens coatings will be covered effective January 1, 2004.~~

~~(h) Corrective Eye Surgery: Effective January 1, 2016, corrective eye surgery performed by an ophthalmologist will become a covered service. Coverage includes any related pre and post-surgical professional services, facility expense and medically necessary supplies. Coverage is subject to the following provisions:~~

- ~~i. A covered person may not receive benefits for both corrective eye surgery and for frames and/or lenses (including contact lenses) in the same calendar year;~~
- ~~ii. Upon proof of payment to the corrective eye surgery provider, the carrier will reimburse the employee for covered expenses, up to the lesser of the charges or the maximum benefit of \$295.00 in any four (4) year period; and~~
- ~~iii. A covered person receiving benefits for corrective eye surgery in any one calendar year will be ineligible for lens (including contact lens) and/or frame benefits for that year and three (3) subsequent years. For example, a covered person undergoing corrective eye surgery in 2016 would be eligible for lens and/or frame benefits in 2020. Such covered persons will be eligible for benefits for a vision exam, and will have access to the participating provider fee schedule for non-covered services and for lenses and/or frames for which no benefits are payable.~~

~~For a vision testing examination, the participating provider shall charge the covered person a \$5 co-payment as described in (3) below. For lenses and frames provided pursuant to (b), (c), (d) and (e) above, the participating provider may charge the covered person a \$7.50 co-payment as described in (3) below. If a covered person chooses lenses or frames costing more than those provided pursuant to (b), (c), (d) or (e) above, or if he requests unusual services from the provider, the covered person shall pay in addition the full additional charge of the provider.~~

~~(2) For Covered Vision Expense incurred from a nonparticipating provider, the Program shall pay (i) 75% of the provider's reasonable and customary charge for covered vision testing examinations after such charge has been reduced by a covered person's co-payment of \$5 and (ii) for covered lenses and frames, the lesser of Covered Vision Expense Benefits as shown in the table below or the provider's charge for such lenses and frames:~~

	Covered Vision Benefit Through 12/31/2003	Effective 1/1/2004
Frames Regular		

PQB 11-26-19

179

11/25/19  
BT  
GS

mz

Lenses—Pair <sup>1</sup>	\$15	\$15
—Single vision	\$14	\$15
—Bifocal	\$21	\$22
—Trifocal	\$25	\$26
Contact Lenses <sup>1</sup>	\$101	\$103
—In accordance with the first sentence of C. (11)(d)		
Contact Lenses other than those covered above <sup>1</sup>	\$37	\$38
Other Covered Special Lenses (e.g., Aphakic, Lenticular and Aspheric)		
Plastic Lenses	<sup>2</sup>	<sup>2</sup>
	\$3 plus Covered Vision Expense Benefit provided above for covered lenses	\$3 plus Covered Vision Expense Benefit provided above for covered lenses
Tints Equal to Rose		
Tints #1 and #2	\$3	\$3
Prisim	\$2	\$2

1 The Covered Vision Expense Benefit for single lens shall be equal to one half the applicable amount shown on the table above.

2 The lesser of 50% of the provider's charge for the lenses, or 75% of the average Covered Vision Expense Benefits paid to participating providers for comparable lenses.

(3) For each covered person incurring Covered Vision Expense, there is a \$5 co-payment applicable to the Covered Vision Expense for each vision testing examination and a \$7.50 co-payment for the combined Covered Vision Expense for lenses, contact lenses, and frames. The total co-payment for each such covered person, during any period of 24 consecutive months, will not exceed \$12.50.

#### E. Frequency

— If a covered person has received a vision testing examination, lenses or frames for which benefits were payable under the Program, benefits will be payable for each subsequent vision testing examination, lenses or frames every two calendar years after receipt of the most recent previous vision testing examination, lenses or frames, respectively, for which benefits were payable under Vision Expense Benefits; provided, however, that children who are diagnosed as having severe, progressive myopia (i.e., myopia of 2.00 diopter of myopia or greater and progressing at the rate of 1.00 diopters or more per year, in the meridian of greatest change) will, until the end of the calendar year they became sixteen years of age, be eligible for an additional examination 12

RJB 11-26-19 LP

100

11/25/19  
BT  
GS

m r

months (365 days) after the most recent examination paid for by the Program. If the examination reveals a change of 1.00 diopter or more has occurred during the preceding 12 months, appropriate corrective lenses will be covered by the Program. If the change is less than 1.00 diopter, lenses will not be payable by the Program until 24 months has elapsed since the most recent lenses were paid for by the Program. Subsequent examinations will be limited to the normal 24 month interval unless the child is again diagnosed as having severe progressive myopia. Effective January 1, 2004, Type I Diabetics will be eligible for an additional examination twelve months (365 days) after the most recent examination paid for by the Program. If the examination reveals a prescription change of .50 diopter and/or 10 degrees of axis, appropriate corrective spectacle lenses will be covered by the Program. Lenses and frames received under the Company's prescription safety glasses program for which no benefits were received under Vision Expense Benefits shall not be considered lenses and frames received under Vision Expense Benefits. An employee may utilize duplicate copies of the prescription for which a benefit is paid under Vision Expense Benefits to obtain lenses and frames under both Vision Expense Benefits and the Company's prescription safety glasses program if he is otherwise eligible under both and complies with the procedures of each.

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

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

Benefit	Frequency	In-Network Co-Pay	In-Network Coverage
Eye Examination	Every 24 months	\$5	Covered in full, includes dilation
Eyeglasses Lenses	Every 24 months	\$7.50	Clear plastic lenses in any single vision, bifocal, trifocal or lenticular prescription. Covered in full. (See below for additional lens options and coatings (a).)
Frames	Every 24 months	\$0 Co-payments may apply depending on the frame selected	No co-payment required for base level frames. Co-payments may be required for frames above base level. Frame allowance: A \$38 retail allowance is provided toward any frame above base level frames from participating providers, plus 20% off the remaining balance. (See below for additional costing (c).)
Covered Lenses (in lieu of glasses)	Every 24 months	\$7.50	Contact Lens Allowance: \$90 retail allowance toward any contacts from participating provider's supply, plus

PJB 11-26-19 JP

181

11/25/19  
BT  
G2  
M2

			15% off the remaining balance. (See below for additional costing (b)).
Contact Lenses	Every 24 months	\$7.50	15% discount off standard contacts and specialty contacts.  Medically Necessary Contacts: One pair from participating provider covered in full with prior approval.

1. Vision Examinations:

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

2. Lenses and Frames:

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

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

<u>Services and Products</u>	<u>Member Cost</u>
Polycarbonate Lenses	\$0-\$30
Standard Anti-Reflective (AR) Coating	\$33
Photochromic Lenses (i.e. Transitions, etc.)	\$70
Ultraviolet Coating	\$25
Premium AR Coating	\$55
Ultra AR Coating	\$69
Ultimate AR Coating	\$85
Intermediate-Vision Lenses	\$30
Standard Progressive Addition Lenses	\$80
Premium Progressive Addition Lenses	\$105
Ultra Progressive Addition Lenses	\$140
Ultimate Progressive Addition Lenses	\$175
High-Index Lenses	\$55
Polarized Lenses	\$60

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

PJB 11-26-12

182

11/25/19  
BT  
BS  
mz

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

3. Co-payments:

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

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

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

4. Other Benefits:

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

(i) A covered person may not receive benefits for both corrective eye surgery and for frames and/or lenses (including contact lenses) in the same calendar year;

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

(iii) A covered person receiving benefits for corrective eye surgery in any one calendar year will be ineligible for lens (including contact lens) and/or frame benefits for that year and three (3) subsequent years. For example, a covered person undergoing corrective eye surgery in 2018 would be eligible for lens and/or frame benefits in 2022. Such covered persons will be eligible for benefits for a vision exam, and will have access to the participating provider fee schedule for non-covered services and for lenses and/or frames for which no benefits are payable.

(b) Progressive Myopia (rapidly changing near sighted vision): Yearly visual screening with a \$5 co-payment and new lenses, subject to a \$7.50 co-payment with a prescription change of a .50 diopter or more for a frequent children up to their 19<sup>th</sup> birthday. A letter from the ophthalmologist/optometrist indicating Progressive Myopia must be submitted with the claim form.

(c) Type 1 Diabetics: Insulin-dependent diabetics (Type 1) will be eligible for one eye exam every 12 months with a \$5 co-payment. If the exam reveals a prescription change of .50 diopter or more and/or 10 degrees of axis change or more, new lenses will be provided with a \$7.50 co-payment and applicable member costs according to vision benefits provided by the plan annually. Eligible persons must present a letter from a medical physician stating the person has been

PQB 11-26-19

183

11/25/19  
BT  
OS  
mz

diagnosed a Type 1 Diabetic. A new letter will be required for files each time this benefit is used.

5. Vision Network:

(a) The carrier has established a network of participating providers who agree to accept reimbursement according to a schedule for the covered vision services and materials described in this Article III, Section 7.

(b) If a covered person uses a participating provider to obtain the covered services, the carrier will reimburse the provider according to the schedule described in this Article III, Section 7.

6. Out-of-Network:

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

Vision Care Processing Unit  
P.O. Box 1525  
Latham, NY 12110

(b) The schedule of reimbursement for Out-of-Network and Out-of-Area is as follows:

(i) Out-of-Network- These Out-of-Network reimbursements are applicable to covered persons who do have an In-Network Provider within 25 miles of their home address but choose not to use one of them.

REPRESENTED-OUT-OF-NETWORK REIMBURSEMENT SCHEDULE	
Eye Examination up to \$0	Frame up to \$15
Eyeglass Lenses (per pair) up to:	
Single Vision \$15,	Bifocal \$22, Trifocal \$26, Lenticular \$60
Elective Contacts up to \$38, Medically Necessary Contacts up to \$103	

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

REPRESENTED-OUT-OF-AREA REIMBURSEMENT SCHEDULE	
Eye Examination up to \$39	Frame up to \$38
Eyeglass Lenses (per pair) up to:	
Single Vision \$38,	Bifocal \$38, Trifocal \$55
Elective Contacts up to \$55, Visually Required Contacts up to \$148	

7. Frequency Limitations:

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

D E. Exclusions

Covered Vision Expense does not include and no benefits are payable for:

PQB 11-26-19 JP

184

11/25/19 BT

LS

m2

(1) Sunglasses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in D. above (tinted lenses with tint other than the equivalent of Rose Tints #1 or #2 are considered to be sunglasses for the purpose of this exclusion);

~~(2)~~ Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in D.;

~~(3)~~ (2) Medical or surgical treatment of the eye; except as provided in D. ~~(4)~~ ~~(h)~~ above;

~~(4)~~ (3) Drugs or any other medication not administered for the purpose of a vision testing examination;

~~(5)~~ (4) Procedures determined by the Vision Expense Benefits carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography;

~~(6)~~ (5) Vision testing examinations, lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

~~(7)~~ (6) Vision testing examinations and lenses or frames ordered:

- (a) before the covered person became eligible for coverage, or
- (b) after termination of coverage;

~~(8)~~ (7) Lenses or frames ordered while insured but delivered more than 60 days after coverage terminated;

~~(9)~~ (8) Charges for vision testing examinations, lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Expense Benefits coverage;

~~(10)~~ (9) Charges for vision testing examinations, lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;

~~(11)~~ (10) Charges for vision testing examinations, lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such services or supplies which are experimental in nature;

RB 11-26-19 NP

185

11/25/19  
BT  
GS

M7

~~(12)~~ (11) Charges for vision ~~testing~~ examinations, lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;

~~(13)~~ (12) Charges for vision ~~testing~~ examinations, lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body;

~~(14)~~ (13) Charges for any vision ~~testing~~ examinations, lenses or frames to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof; and

~~(15)~~ Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitation set forth in E.; and

~~(16)~~ (14) Charges for the completion of any insurance forms.

G F. Prepaid Group Practice or Alternative Plan Option

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

~~H~~ G. Coordination of Benefits

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

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

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

~~I~~ I. Administrative Manual

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

K J. Data

79B 11-26-19 *[Signature]*

186

11/25/19  
BT  
GS  
m-

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

**L K. Cost and Quality Controls**

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

**(1) Utilization Review**

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

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

**(2) Price Reviews**

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

**(3) Evaluation of Services Received**

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

**(4) Survey of Services Received**

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

- (a) determine the level of satisfaction with respect to these services;
- (b) determine whether services for which Vision Expense Benefits were paid were actually received;

FJR 11-26-19

187

11/25/19  
BT  
GS

mz

(c) determine whether providers recommend unnecessary optional services or supplies; and

(d) identify other problem areas.

M L. Claims Processing

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

N M. Peer Review

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

RAB  
11-26-19  
LP

100

11/25/19  
BT  
GS



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**(308) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 8. Hearing Aid Expense Benefits**

Section 8. Hearing Aid Expense Benefits

A. Enrollment Classifications

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

B. Description of Benefits

Hearing Aid Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in C.(11), while hearing aid expense coverage is in effect with respect to such covered person, incurs covered hearing aid expense.

C. Definitions

As used herein:

(1) "physician" means a participating otologist or otolaryngologist who is board certified or eligible for certification in his specialty in compliance with standards established by his respective professional sanctioning body, who is a licensed doctor of medicine or osteopathy legally qualified to practice medicine and who, within the scope of his license, performs a medical examination of the ear and determines whether the patient has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid;

(2) "audiologist" means any participating person who (a) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, (b) possesses a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association and (c) is qualified in the state in which the service is provided to conduct an audiometric examination and hearing aid evaluation test for the purposes of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity. Where a physician performs the foregoing services, he shall be deemed an audiologist for purposes of Hearing Aid Expense Benefits.

RAB 11-25-9  
Jm

189

11/23/19  
BT  
GS  
MZ

(3) "dealer" means any participating person or organization that sells hearing aids prescribed by a physician or audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the state in which the hearing aids are sold;

(4) "provider" means a physician, audiologist or dealer;

(5) "participating" means having a written agreement with the Hearing Aid Expense Benefits carrier pursuant to which services or supplies are provided under Hearing Aid Expense Benefits.

(6) "reasonable and customary" means the actual amount charged by a physician or audiologist for an audiometric examination and a hearing aid evaluation test, but only to the extent that the amount is reasonable and takes into consideration:

(a) the usual amount that the physician or audiologist most frequently charges the majority of his patients for the audiometric examination and hearing aid evaluation test provided;

(b) the prevailing range of charges made in the same geographic area by physicians or audiologists of similar training and experience for the audiometric examination and hearing aid evaluation test provided; and

(c) unusual circumstances or complications requiring additional time, skill or experience in connection with the particular audiometric examination and hearing aid evaluation test provided.

(7) "hearing aid" means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mold, if necessary;

(8) "ear mold" means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;

(9) "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination;

(10) "hearing aid evaluation test" means a series of subjective and objective tests by which a physician or audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription;

(11) "covered person" means the eligible employee, eligible surviving spouse and their eligible dependents;

(12) "dispensing fee" means a fee predetermined by the Hearing Aid Expense Benefits carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear molds, under Hearing Aid Expense Benefits;

(13) "covered hearing aid expense" means the charges incurred for

PAB 11-25-19  
AM

190

11/23/19  
BT  
GS  
MZ

(a) audiometric examination performed by a physician or audiologist;

(b) hearing aid evaluation test performed by a physician or audiologist, which may include the trial and testing of various makes and models of hearing aids to determine which make and model will best compensate for the loss of hearing acuity but only when indicated by the most recent audiometric examination; and

(c) hearing aids, but only if (i) the hearing aid is prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and (ii) the hearing aid provided by the dealer is the make and model prescribed by the physician or audiologist and is certified as such by the physician or audiologist.

In order for the charges for services and supplies described in C.(13)(b) and (c) to be payable as Hearing Aid Expense Benefits, upon each occasion that a covered person receives such services and supplies, the covered person must obtain an audiometric examination that results in a determination that a hearing aid would compensate for the loss of hearing acuity.

~~The maximum covered hearing aid expense for a hearing aid expense for a hearing aid evaluation test (\$153 effective October 22, 2015) shall be adjusted on October 1 of each year, beginning in 2015, by the percentage increase as of the May levels in the Combined Consumer Price Index (as defined in Section (109)(a) of the 2007 Production & Maintenance Collective Bargaining Agreement) for the immediately preceding twelve months. The result will be rounded to the nearest dollar.~~

#### D. Benefits

(1) Hearing benefits are covered In-Network at a frequency of once every 36 months as follows:

<u>Service</u>	<u>In-Network</u>
<u>Audiometric Examination</u>	<u>Covered in Full</u>
<u>Hearing Aid Evaluation Test</u>	<u>Covered in Full per ear</u>
<u>Conformity Evaluation</u>	<u>Covered in Full per ear</u>
<u>Digital hearing Aids</u>	<u>Up to two (2) mid-level standard digital hearing aids will be covered in full, or up to a maximum of \$2,200 toward the purchase of up to (2) upgraded hearing aids.</u>
<u>Dispensing Fee</u>	<u>Covered in Full per ear</u>
<u>Replacement Ear Molds</u> <u>(For children up to age 7)</u>	<u>Up to four (4) replacement ear molds annually are covered in full for children up to age 3.</u>
	<u>Up to two (2) replacement ear molds annually are</u>

99B  
11-25-19  
AM

191

11/23/19  
BT  
GS  
M2

covered in full for children  
ages 3-7.

Additional molds are charged  
to member.

Ear Molds  
(Enrollees over age 7)

Up to two (2) ear molds  
covered in Full. Additional  
molds are charged to  
member.

Accessories

Not Covered

Maintenance / Fittings / Follow-Up Visits: Covered in Full within 6 months, \$20 copay thereafter

(2) Out-of-Network Benefits

If a covered person lives within 25 miles of a Network provider, a Network provider must be utilized in order to receive coverage. If a covered person lives within 25 miles of a Network provider and receives hearing aid services and materials from a Non-Network provider, there is no coverage. If a covered person lives more than 25 miles from the closest In-Network provider, the member will be reimbursed at the In-Network provider fee level. Preauthorization is required prior to seeking services with a Non-Network provider in order to qualify for reimbursement.

~~The covered person may obtain audiometric examinations, hearing aid evaluation tests and hearing aids that the provider shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:~~

- ~~— (1) for an audiometric examination, the lesser of charges or the carrier allowed amount;~~
- ~~— (2) for hearing aid evaluation tests, the lesser of charges or the carrier allowed amount, but not to exceed \$153 effective October 1, 2011 or such adjusted amount as provided in C(13) of this section;~~
- ~~— (3) for covered hearing aids, the acquisition cost, and~~
- ~~— (4) for hearing aids, the dispensing fees.~~

~~Enrollees shall be provided an allowance of up to \$2,000 every 36 months for the acquisition cost and the dispensing fee to purchase up to 2 hearing aid(s) and ear mold(s) (as applicable). This allowance may also be used toward adjustments and repairs (as required) or replacement of the hearing aid.~~

If the covered person requests unusual services beyond the services listed above from the provider, the covered person shall pay the full additional charge therefore.

E. Frequency

PQB 11-25-19  
AM

192

11/23/19  
BT  
G  
M2

If a covered person has received an audiometric examination, a hearing aid evaluation test or a hearing aid for which benefits were payable under Hearing Aid Expense Benefits, benefits will be payable for each subsequent audiometric examination, hearing aid evaluation test or hearing aid only if received more than 36 months after receipt of the most recent previous audiometric examination, hearing aid evaluation test and hearing aid, respectively, for which benefits were payable under Hearing Aid Expense Benefits.

#### F. Exclusions

Covered hearing aid expense does not include and no benefits are payable for:

- (1) Audiometric examinations for any condition other than loss of hearing acuity;
- (2) Medical or surgical treatment;
- (3) Drugs or other medication;
- (4) Audiometric examinations, hearing aid evaluation tests and hearing aids provided under any applicable workers' compensation law;
- (5) Audiometric examinations and hearing aid evaluation tests performed, and hearing aids ordered:
  - (a) before the covered person became eligible for coverage; or
  - (b) after termination of coverage;
- (6) Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;
- (7) Charges for audiometric examinations, hearing aid evaluation tests and hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Expense Benefits coverage;
- (8) Charges for audiometric examinations, hearing aid evaluation tests and hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the audiologist or physician;
- (9) Charges for audiometric examinations, hearing aid evaluation tests and hearing aids that do not meet professionally accepted standards of practice, including charges for any such services or supplies that are experimental in nature;
- (10) Charges for audiometric examinations, hearing aid evaluation tests and hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
- (11) Charges for audiometric examinations, hearing aid evaluation tests and hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body;

79B 11-25-19  
Jm

193

11/23/19  
BT  
GS  
M7

(12) Charges for any audiometric examinations, hearing aid evaluation tests and hearing aids to the extent benefits therefore are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;

(13) Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;

(14) Charges for the completion of any insurance forms;

(15) Persons enrolled in HMO options;

#### G. Coordination of Benefits

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

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

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

#### I. Administrative Manual

Hearing Aid Expense Benefits policies, procedures and interpretations to be used in administering Hearing Aid Expense Benefits shall be incorporated by the carrier after review and approval by the Company and the Union.

#### J. Data

The Hearing Aid Expense Benefits carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

#### K. Cost and Quality Controls

The Hearing Aid Expense Benefits carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review, evaluation of services received and peer review.

RQB  
11-25-19

EM

194

11/23/19  
BT  
GS  
M2



Exhibit B

Mileage for DEP Examination

October 29, 2007 September XX, 2019

(B-8) Mileage for DEP Examination

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

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

The Company will arrange with the Insurance Company for an employee whose place of residence is more than forty (40) miles one-way from the office where the Medical Examining Physician will perform the examination, to be reimbursed, upon request to the Insurance Company, at the Internal Revenue Service business mileage rate in effect on the date of the exam ~~rate of forty eight and one half (48.5) cents per mile~~ for miles actually driven from such residence to such physician's office and back, using the most direct route available. ~~The reimbursement rate will be increased effective January 1st of each year of the contract based on Internal Revenue Service mileage rate increases.~~

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

Very truly yours,

CHRYSLER FCA US LLC  
By Kate A. Kohn-Parrott Glenn Shagena

*DKW*  
*11/4/19*

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~General Holiefield~~ Cynthia Estrada

*WAK*  
*9/16/19*  
*PGB*  
*[Signature]*

*195*



FIAT CHRYSLER AUTOMOBILES

Exhibit B

SSDIB

~~October 29, 2007~~ September xx, 2019

(B-16) SSDIB

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

It is agreed the following procedure will apply when Social Security Disability Insurance Benefits (SSDIB) are offset from Sickness & Accident (S&A) benefits as provided for in Article II, Section 6.E. of Exhibit B and from Extended Disability Benefits (EDB) as provided for in Article II, Section 8. B. (3) of Exhibit B.

The Insurance Company will assess the employee's case no later than five (5) months from the onset of disability to determine if the employee is a candidate to pursue SSDIB.

Social Security advocates will be used to assist the employee with the SSDIB application process and oversee the progression of the employee's case through to completion. An electronic withdrawal from the employee's bank account (account sweep) shall be utilized by the Social Security advocate as a method to ensure timely recovery of the overpayment associated with a retroactive award of SSDIB.

After an assessment of the employee's case by the Insurance Company, the Insurance Company will provide the employee with a written notice. The written notice will direct the employee to:

1. apply for Social Security Disability Insurance Benefits within forty-five (45) days of the date of the notice; and
2. submit
  - (a) proof of filing for SSDIB;
  - (b) a signed authorization for release of SSDIB information to the Insurance Company;

*WHL  
11/8/19  
FAR  
JP*

*196*

*1870  
11/4/19  
(Signature)*

- (c) a signed reimbursement agreement; and
- (d) copies of all Social Security determinations and decisions regarding the SSDIB claim.

The notice will also inform the employee:

1. of the Social Security Disability Insurance Benefits requirements;
2. of the employee's responsibilities for compliance with the application process;
3. that the employee's case has been referred to a Social Security advocate;
4. that a presumed SSDIB offset will apply:
  - (a) effective the first of the month following the forty-five (45) day application period if the employee fails to complete the SSDIB application process; or
  - (b) effective the date of any non-compliance if the employee does not cooperate with the Social Security advocacy process (including agreement to allow an account sweep for purposes of overpayment recovery);
5. that at any time while an S&A or EDB claim is pending, upon request, an employee may be instructed to supply the Insurance Company with a completed authorization for the release of Social Security information and failure to supply the authorization to the Insurance Company within 30 days of the request will result in a presumed offset of SSDIB effective the first of the month following the 30 day period.

In the event of a denial of SSDIB, the employee shall be required to pursue any further action recommended by the Social Security advocate (e.g., reconsideration/appeal; hearing). If at any time the employee does not comply with the Social Security advocacy process, the Insurance Company will reduce the employee's S&A and EDB benefits by the amount of SSDIB for which the employees is presumed to be eligible at the time of non-compliance.

Upon request, an employee may be directed to make a second application for SSDIB. In such cases, all of the provisions of this letter shall apply.

Employees selected to apply for SSDIB who believe they will not be disabled in excess of 12 months may submit a written statement to that effect from their legally licensed physician. The physician statement shall be supplied to the Insurance Company no more than 30 days from the date of the notice directing the employees to apply for SSDIB. If the information is sufficient and timely, the employee will be exempt from the process. However, the Insurance Company retains the right to direct application for SSDIB at a future date.

Employees who are not selected for SSDIB filing by the Insurance Company shall notify the Insurance Company if an SSDIB application is pursued outside of the Social Security advocacy process. Such employees shall be required to supply the Insurance Company with notice of filing within thirty (30) days of the application and provide the Insurance Company with notification of award/denial within thirty (30) days of the decision. In the event of a denial of SSDIB, the Insurance Company may direct the employee to pursue the appropriate next step in the review process and/ or refer the

11/8/19  
RAB  
JP

197

11/4/19  
①

case to a Social Security advocate, the employee is subject to all the provisions of this letter.

In the event of a denial of SSDIB, and provided any subsequent review does not reverse such decision, the employee will not be required to repay any Sickness and Accident (or Extended Disability) benefits otherwise payable, unless such denial of SSDIB resulted from the employee's refusal to accept vocational rehabilitation. Where such denial occurs, the employee shall be obligated to repay Sickness and Accident (and Extended Disability) benefits in an amount equal to the amount of SSDIB to which he would otherwise have been entitled for the same period or periods of disability.

Upon receipt of a notice of award of SSDIB, any overpayment of Sickness and Accident (or Extended Disability) benefits that results from a retroactive award of SSDIB shall be repaid in full to the Insurance Company within thirty (30) days of the award unless other repayment arrangements have previously been approved by the Company. The amount of the overpayment will be based on the actual amount of such award for the coinciding period of Sickness and Accident (or Extended Disability) benefit payments. Failure to repay the full amount of overpayment within thirty (30) days will result in a referral of the overpayment amount to a collection agency, which may result in legal action.

In the event a SSDIB award results from a Reconsideration or Hearing before an administrative law judge, the amount of Sickness and Accident (and Extended Disability) benefits to be repaid will be reduced by an amount equal to any attorney or Social Security advocate fees awarded by the Social Security Administration, provided the employee makes such repayment in full within 30 days of the date the employee is notified of the amount to be repaid. This reduction applies only to attorney or Social Security advocate fees associated with a successful appeal of a denial of SSDIB and includes only that portion of the attorney's or Social Security advocate fees associated with the period of time the employee was entitled to receive Sickness and Accident (and Extended Disability) benefits. This reduction for such attorney or Social Security advocate fees may not exceed the lesser of either 25 percent of the repayment due or the Company's applicable Social Security advocacy fee in effect at the time of the award. Attorney or Social Security advocate fees for services prior to denial of the initial application for SSDIB will not reduce the amount of any overpayments.

If SSDIB benefits are presumed pursuant to the foregoing provisions and the employee subsequently makes the required filing with Social Security and provides proof of the same to the Insurance Company, the employee will be refunded any benefits presumed on and after the date the required filing was actually made with Social Security. Any benefits presumed prior to the filing date with Social Security will remain offset against the employee's S&A or EDB benefits for the duration of the non-compliance.

In all situations noted in this letter, reminder notices will be sent to employees throughout the claim process to help ensure employees understand their responsibilities in the process.

11/19/19  
RAB  
JP

198

ADW  
11/19/19  
(R)

The benefit presumption described above will only be made in regard to SSDIB benefits and will not apply to Social Security old age benefits.

Very truly yours,

CHRYSLER FCA US LLC

By ~~Kate Kohn Parrott~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By ~~General Holiefield~~ Cynthia Estrada

WHL  
11/8/19  
FAR  
W

199

BM  
14419  
④



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**EDB Offset/Pension**

October 14, 1996 September xx, 2019

(B-17) EDB Offset/Pension

International Union, UAW

Attention: ~~Mr. Jack Laskowski~~ Mrs. Cynthia Estrada

Dear Sirs Mrs. Estrada:

Article II, Section 8. B. (1) of Exhibit B to the collective bargaining agreements we have just negotiated with you provides that extended disability benefits payable under that Section will be reduced by benefits the employee is eligible to receive under The Pension Plan or any other pension plan or retirement program then in effect to which the ~~Corporation~~ Company or any of its subsidiaries has contributed.

This will confirm that notwithstanding the requirement of Article II, Section 8. B. (1), the reduction, to the extent permitted by Section 8. D., for benefits that the employee is eligible to receive under the ~~Chrysler~~ FCA US LLC Salaried Employees' Retirement Plan will be limited to 80% of the non-actuarially reduced benefits such employee is eligible to receive under the contributory portion of the Plan and 100% of the non-actuarially reduced benefits such employee is eligible to receive under the non-contributory portion of the Plan.

Very truly yours,

~~CHRYSLER CORPORATION~~ FCA US LLC  
By ~~Ronald D. Gurdak~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~Leonard J. Paula~~ Cynthia Estrada

Letter Originated - December 10, 1982  
J. D. Wilson (Corporation)  
Robert J. Jensen (Union)

WAK  
9/24/19  
J.B.  
JP

BW  
9/18/19

200



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Life and Disability Overpayment Offsets**

September ~~20xx~~, 200319

(B-21) Life and Disability Overpayment Offsets

International Union, UAW

Attention: ~~Mr. Nate Goeden~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~-Mrs. Estrada:

During the course of these negotiations, the parties discussed and agreed that participants who have received overpayments of Life and Disability benefits shall be ineligible to receive certain Pension increases under the FCA US LLC-UAW Pension Agreement ~~Pension Agreement between DaimlerChrysler Corporation and the UAW.~~ Life and Disability benefit overpayments owed by a participant shall be reduced by an amount equal to the difference between the lump sum and monthly benefit increases that the participant would have received if the participant had not become ineligible for such benefit increases and the lump sum and monthly benefit increases that the participant received.

Very Truly Yours,

~~DAIMLERCHRYSLER CORPORATION~~ FCA US LLC  
By Mark J. Gendregske Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~Nate Goeden~~ Cynthia Estrada

DOW  
9/18/19



201

WJK  
9/24/19  
PAB  
W



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Life Insurance Administration Manual**

~~October 12, 2011~~ September xx, 2019

(B-27) Life Insurance Administration Manual

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

~~During the course of these~~ This letter confirms that during prior negotiations, the parties agreed to create a Life Insurance Administration Manual which will includes, but is not limited to, the following:

- Optional plan coverage schedules
  - including information regarding levels of coverage for which Evidence of Insurability is not required
- Optional plan contribution rates
- Historical letters and documents regarding plan provisions

The manual will be jointly developed by the parties and will be made available to the International Union, UAW.

This letter further confirms that the manual was implemented effective January 1 2012, and as Optional plan changes occur, the manual will be updated by the Company and provided to the International Union, UAW.

Very truly yours,

~~CHRYSLER GROUP FCA US LLC~~

By: ~~Kathleen Neal Glenn Shagena~~

DGW  
11/4/19  
(Signature)

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: ~~General Holiefield~~ Cynthia Estrada

WHL  
11/13/19  
(Signature)

202



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Benefits Training Program**

~~October 12, 2011~~ September xx, 2019

International Union, UAW

(C-9) Benefits Training Program

~~Attn: Mr. General Holiefield~~ Attention: Mrs. Cynthia Estrada

Dear Sirs Mrs. Estrada:

During these negotiations the Company and the Union discussed the need to develop a comprehensive, on-going benefits training program for UAW and management benefit representatives. The training program will include in-depth benefits training for newly assigned UAW/management benefit representatives and refresher training for current UAW/management benefit representatives.

The parties agree that the benefits training program will be jointly developed by Company and Union staffs and will cover the SUB, Group Life, Disability, Health and Pension benefit programs currently provided to UAW employees. The training contemplated by the parties will be made available at NTC the FCA-UAW Center for Employee Development or a similar venue located in the Auburn Hills, Michigan area. In addition, the parties agree that this training program includes appropriate related computer application training. It is further agreed that the funding for development and delivery of the training program will be provided by the UAW/Chrysler National Training Center Company.

~~Very truly yours,~~

~~CHRYSLER GROUP LLC FCA US LLC~~  
~~By Kathleen S. Neal Glenn Shagena~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~General Holiefield~~ Cynthia Estrada

*PQB*  
*J.T.*

*11/27/19*

*203*

*11/26/19*

*BT*  
*CS*  
*CA*



Exhibit B

Joint Insurance Committee

~~October 12, 2011~~ September xx, 2019

(C-12) Joint Insurance Committee

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

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

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

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

1. The parties agree to continue the employee-funded Dependent Care Assistance Plan administered by the Company. This program will enable active employees to pay for dependent care services using pre-tax dollars.

2. Evaluate and, if mutually acceptable, implement a pilot program wherein the payment for services would be based on the qualifications of the provider in relation to the type of service provided in order to enhance the quality of care and more effectively manage utilization.

PJB

E.T. 11/29/19

204

11/29/19

BT  
G

23. Develop and where appropriate, upon mutual agreement, implement specialty PPO programs including but not limited to home health care services, dermatological services, diagnostic imaging (including mammography screening), cardiac care, and ophthalmological surgery the purpose of which is to deliver high-quality services in a cost-effective manner.

3.4. Review the circumstances surrounding the medically necessary use of general anesthesia for teeth extractions to determine the appropriateness of expanding applicable coverage.

4.5. Explore and implement, upon mutual agreement, dental programs based upon a dental preferred provider organization or dental maintenance organization concept including exploring the feasibility of implementing a pilot program that would encourage employees to achieve and maintain dental wellness.

5.6. Review and monitor dental maintenance organizations to ensure they maintain standards for coverage and quality equal to generally accepted national standards.

6.7. Engage in efforts to increase enrollee awareness of the positive impacts of coordination of benefits and subrogation provisions to assist in effective and expeditious carrier implementation of programs to emphasize cost avoidance.

7.8. Conduct a review of various programs, including but not limited to, PPOs with respect to the adequacy of their service areas, hospital predetermination program, Co-Op Vision program, United Concordia, and the organ transplant program and implement mutually agreeable solutions to any problems identified.

8.9. Work with carriers to develop and implement pilot programs based on findings of detailed medical review of coverages provided under the Program.

- An effort will be made to identify objective standards which Program carriers can apply uniformly in evaluating quality and appropriateness of such items as inpatient and outpatient surgical and diagnostic procedures and inpatient admissions, medical necessity for various services and supplies, and overall utilization. Such standards will be utilized to review and analyze local practice patterns.
- An evaluation will be made of current utilization review programs and focused utilization review and other review formats that take into account various hospital reimbursement methodologies (such as the new Blue Cross-Blue Shield of Michigan Hospital Agreements). Consideration will be given to revising the existing predetermination process with the objective of enhancing efficiency and effectiveness, taking into consideration new information, practice patterns and technological advances, prior experience, and new utilization review programs and reimbursement methods.

RQB

E.T. 11/29/19

205

11/29/19

BT  
GS

- The appropriateness of retaining independent third-party utilization managers/utilization reviewers will be evaluated.

~~9-10.~~ Work to improve existing programs or, upon mutual agreement, to develop more effective managed care plans including but not limited to health maintenance organization and preferred provider organization options, for employees both Medicare and non-Medicare. Review the methodology for establishing the Monthly Premium Calculation outlined in Letter C-14 for its adequacy in accounting for differences attributable to gender, age, risk and health status within the enrolled population; and quality and cost effectiveness standards with the Local or competing alternative plans meeting the criteria and benefits established by the parties. Any reviews undertaken by the parties should be timed so that, should the parties mutually agree upon any changes, they may be implemented in time for that year's open enrollment period.

~~10-11.~~ Support Corporate audits of the dependents where abuse of the eligibility provisions may occur. The intent of such audits will be to ensure that those entitled to coverage are enrolled, and that the Program provisions are not being utilized to transfer to the Program the responsibilities of other parties.

~~11-12.~~ Review the issues surrounding treatment of Temporomandibular Joint Syndrome (TMJS) dysfunction and the relationship to current Program coverages. Consider Program adjustments which may be appropriate.

~~12-13.~~ Explore pilot programs, individually or in concert with other payors, to develop relationships with high quality, cost-effective providers and to encourage enrollee use of such providers.

~~13-14.~~ Develop and if appropriate implement a certified nurse midwifery pilot program in Michigan which will include well-woman gynecologic and maternity care. In addition, consider the appropriateness of birthing centers as a place for delivery.

~~14-15.~~ Gather and evaluate data and upon mutual agreement implement Program specifications that would provide a benefit for services related to allergy testing and dental implants.

~~15-16.~~ Review the existing cardiac rehabilitation pilot programs to evaluate the cost effectiveness of the programs and the potential for expansion to additional areas.

~~16-17.~~ Review and discuss the present philosophies associated with the existing maintenance drug list to be sure the list is reflective of quality, cost effective prescribing patterns. Consider adjustments to the list which may be appropriate.

~~17-18.~~ Develop improved communication techniques to advise covered persons about the location of approved physical therapy facilities.

~~18-19.~~ Develop and implement by mutual agreement a program to have HMOs and PPOs communicate patient advocacy programs to enrollees. The intent of

PQB  
E.T. 11/29/19

200

11/29/19  
BT  
CS

the parties is to have carriers develop and distribute informational materials through direct mailings or otherwise about how members may: obtain coverage and receive care; gain access to other plan services, including referrals outside the plan network; and register complaints and utilize the grievance process. The parties intend that the carriers will make the information available beginning March 1, 1997, and the parties will recommend standard formats for providing it. The parties can take such mutually agreed upon steps as they deem appropriate (including termination of the carrier offering) should a carrier refuse to comply.

~~19-20.~~ Increase the accountability for quality of care by alternative health care plans by monitoring the alternative plans receiving provisional accreditation from the mutually agreed to accrediting agencies to ensure they seek to attain higher accreditation.

~~20-21.~~ Determine the feasibility of including treatment for substance abuse or mental health problems in half-way houses. Implement half-way house coverages in HMOs as practical provided such may be done without material increase in the cost of HMOs.

~~21-22.~~ Evaluate the feasibility of utilizing health care benefit mechanisms (e.g. claim payment arrangements, provider networks, quality and outcome management tools, etc.) to more effectively treat employees' occupational injuries or illness without restricting the employees' existing rights.

~~22-23.~~ Explore the feasibility and merits of developing a physical therapy rehabilitation pilot program at a Company location(s) or at external location(s) in close proximity to such plant(s) which would focus on work conditioning, work readiness, and back care programs and provide the equipment and professional personnel necessary to achieve optimum rehabilitation results as determined by the Joint Insurance Committee, funded by the Company.

~~23-24.~~ Investigate and if mutually agreed to by the parties, implement managed health care plans in those service areas where alternative plans are not presently available and in areas in which only one alternative plan is currently available.

~~24-25.~~ The parties agree to explore effective ways of involving patients in treatment decisions, including but not limited to the use of interactive shared decision-making tools and to implement one or more pilot programs as mutually agreed to by the parties. In addition, the parties will decide upon appropriate contractual requirements for HMO's in order to achieve similar desirable results.

~~25-26.~~ The parties agree to evaluate the quality of the mental health and substance abuse services provided by our HMO's and if appropriate, carve out mental health/substance abuse services from non-performing plans.

~~26-27.~~ Evaluate and implement initiatives for specialty medications by July 1, 2008 or as soon as practicable. These initiatives will include, but are not limited to,

79B

11/29/19

207

11/29/19

BT  
ES

a specialty drug retail network, specialty mail network and Rx Tools. Such a program would address limits on quality at retail and mail order for enrollees initiating treatment. Additionally, mechanisms will be implemented that ensure appropriate use and dispensing as indicated by the FDA guidelines.

27-28. Gather and evaluate data relative to new procedures for early detection of diseases or routine screening for conditions to determine the viability of incorporating such procedures into the Standard plan as they are recommended by public health and/or medical professionals. This process also would allow for the review of a mechanism to automatically update newly covered services as such emerge from experimental status.

28-29. Explore non-traditional services that would assist in the management of serious health conditions including treatment that can alleviate chronic debilitating pain and alternative treatment modalities which will enhance recovery during an inpatient admission.

29-30. Develop and issue a Request For Information (RFI) to address patients' interests in obtaining end of life care as an alternative to medical modalities provided by traditional hospitals or other facilities precedent to hospice care. In addition, the parties will re-evaluate our existing hospice program and determine whether an integrated approach is feasible.

30-31. The parties agree to review the appropriateness and adequacy of the hearing benefit, given the technical and other changes in the audiometric field since its implementation (Article III Section 8).

31-32. The parties agree to review the current program administration of injectables including the reimbursement methodology.

32-33. The parties discussed care management and the importance of providing evidence based programs to address the needs of the members in a quality and cost-effective manner. After these discussions the parties reached an agreement to further evaluate, through the JIC, a population-health based care management program and the various features to be incorporated into such program. The parties also agreed that the participation rates in the current programs were low and certain aspects of the new program would need to be structured to increase the participation rate.

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

ROB  
E.T.  
11/29/19

208

11/29/19  
ET  
GS

33-34. The parties will explore, with other large purchasers, piloting Ambulatory Intensive Care Units (AICUs), with a target pilot implementation in the first quarter of 2013.

34-35. The parties will evaluate the merits of approved medical practice regarding the diagnosis and treatment of gambling addiction and, if warranted upon mutual agreement, consider inclusion into the mental health and substance abuse program.

36. The parties reorganized Exhibit B solely as a means to simplify and clarify the Program documents in terms of administrative and "housekeeping" matters. Our objective was to facilitate Exhibit B for its intended purpose and does not alter any of the substantive provisions of the Program.

37. The parties discussed the value of the FCA Family Health Center and the positive effect on the health and well being of employees and their families. All employees will have access to service at the FCA Family Health and Wellness Center ("FHWC"). Currently, there is a FHWC located in Kokomo, with additional clinics planned to be opened in Detroit and Belvidere. The FHWC will provide certain preventative health services and screening, chronic disease monitoring, urgent care services, as well as select prescription services. The parties will work together to encourage employees and their eligible dependents to utilize on-site FHWC services.

38. During the first quarter of 2020, the parties agreed to discuss and identify solutions to the impact of coordination of benefits between FCA health care insurance and an enrollee's personal automobile insurance.

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

Very truly yours,

CHRYSLER GROUP LLC/FCA US LLC  
By Kathleen S. Neal/Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield/Cynthia Estrada

*POB*  
*ET.*  
*11/29/19*

*209*

*11/29/19*  
*BT*  
*OS*



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Monthly Premium Calculation

~~October 14, 1996~~ September xx, 2019

(C-14) Monthly Premium Calculation

International Union, UAW

Attention: ~~Mr. Jack Laskowski~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

In calculating the ~~Corporation's~~ Company's monthly contributions (and any required member contributions) under Article III, Section 3. of the Program toward the cost of coverage for eligible members subscribing to a health maintenance organization or an alternative (health delivery) plan, the following method will be used:

1. At the time of any change in the component premium rates (e.g., single, two-party, family) of either an alternative plan or the corresponding local plan, the alternative plan composite premium shall be compared to an adjusted local plan composite premium developed by using comparable local plan component rates and the alternative plan enrollment mix of ~~Chrysler~~ Company employees who are then members of the alternative plan. If less than 30 employees of ~~Chrysler~~ FCA US LLC are then members of the alternative plan (which includes all new alternative plans), the national enrollment mix of all ~~Chrysler~~ FCA US LLC employees who are enrolled in alternative plans will be used in calculating its composite premium rate and comparing its rate to that of the corresponding local plan so as to produce more reasonable statistical results. Whenever possible, these calculations will employ separate enrollment mixes for ~~Chrysler~~ FCA US LLC hourly-rate and salaried employee groups, respectively.
2. If the adjusted local plan composite premium is in excess of the alternative plan composite premium, the ~~Corporation~~ Company shall pay the full premiums of eligible members subscribing to the alternative plan. See Example #1 on the attachment.

PPB

E.T.

11/27/19

210

11/29/19  
BT  
Kun

3. If the alternative plan composite premium is in excess of the adjusted local plan composite premium, the Corporation's Company contribution on behalf of an eligible member enrolled in such alternative plan shall be limited to the amount obtained by multiplying the amount of the applicable component premium rate for the alternative plan by the ratio derived from the adjusted local plan composite premium divided by the alternative plan composite premium. The alternative plan member contribution amount shall be the difference between the appropriate alternative plan component rate less the applicable Corporation Company contribution. See Example #2.

Additionally, the parties confirm that the Joint Insurance Committee (JIC) shall be responsible for evaluation and implementing such actions deemed necessary to eliminate the identified excess costs, if any. Such consideration may include:

- HMO Prescription drug co-pay increase
- HMO office visit increase
- Other benefit plan design changes the parties may deem appropriate
- Plan terminations

Separate and distinct from the actions required to eliminate the excess costs, the JIC may also discuss:

- Improving reliability and validity of data for accurate comparison across plan types
- An on-going adjustment and calculation for changes in health care, finances, delivery, resource utilization and clinical decision-making

We also discussed the formula and agreed to consider adjusting for age, gender and contract size. In addition, we agreed the JIC will study the possibility of including health status or disease burden in the calculation.

Very truly yours,

CHRYSLER CORPORATION FCA US LLC  
By Renald D. Gurdak Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula Cynthia Estrada

~~Letter Originated October 18, 1993~~  
~~John D. Wilson (Corporation)~~

89B

E.T. 11/29/19

211

11/29/19  
BT  
km

Leonard J. Paula (Union)  
 Up. September 16, 1982

Attachment

Example #1	Alternative Plan		Local Plan
	Enrollment Mix	Monthly Rates*	Monthly Rates*
Single	16%	\$ 35.00	\$ 30.00
Two-Party	23%	75.00	70.00
Family	61%	100.00	110.00
Composite		\$ 83.85	\$ 88.00

The adjusted local plan composite rate of \$88.00 is in excess of the alternative plan composite premium of \$83.85. Therefore, even though the alternative plan single and two-party component rates exceed those of the local plan, the Corporation will pay the full premiums of all members enrolled in the alternative plan.

Example #2

Single	16%	\$ 35.00	\$ 30.00
Two-Party	23%	75.00	60.00
Family	61%	100.00	100.00
Composite		\$ 83.85	\$ 79.60

The alternative plan composite premium of \$83.85 is in excess of the adjusted local plan composite premium of \$79.60. Shown below is the calculation of the Corporation's and subscriber's contribution toward payment of the alternative plan premiums.

Alternative plan composite rate: \$83.85

Adjusted local plan composite rate: \$79.60

Ratio of the adjusted local plan composite premium to the alternative plan composite premium:  $\$79.60 \div \$83.85 = .949$

Corporation and member monthly liability:

Alternative Components	Rates*	Corporation Liability (Component x .949)	Member Liability
Single	\$35.00	x .949 = \$33.22	\$1.78
Two-Party	75.00	x .949 = 71.18	3.28
Family	100.00	x .949 = 94.90	5.10

RJP  
 E.T. 11/29/19

212

11/29/19  
 BT  
 KM

\*The calculation of Corporation Company and member liability would be based on each specific alternative plan component rate.

RJB

E.T. 11/29/19

213

11/29/19  
BT  
Kun



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Carrier Data Reports

~~September 29, 2003~~ September xx, 2019

(C-18) Carrier Data Reports

International Union, UAW

Attention: ~~Mr. Nate Goeden~~ Mrs. Cynthia Estrada

Dear Sirs Mrs. Estrada:

The ~~Corporation~~ Company will annually furnish the Union with the preceding calendar year ~~DaimlerChrysler Corporation~~ FCA US LLC Health Care Program data (either directly or through requests to the appropriate carriers) for employees and retirees represented by the UAW

Very truly yours,

~~DAIMLERCHRYSLER CORPORATION~~ FCA US LLC  
By ~~Mark J. Gendrogske~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~Nate Goeden~~ Cynthia Estrada

*WAK  
10/3  
RAB  
W*

*214*

*9/27/19  
BT  
MZ  
GS*



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Confidentiality of Medical Information**

~~September 29, 2003~~ September xx, 2019

(C-20) Confidentiality of Medical Information

International Union, UAW

Attn: ~~Mr. Nate Goeden~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

During these negotiations, the ~~Corporation~~ Company and the Union agreed on the desirability of maintaining a set of principles concerning the confidentiality of medical information. ~~DaimlerChrysler Corporation~~ FCA US LLC will comply with the law which provides protection to employees regarding privacy of protected health information under the Health Insurance Portability and Accountability Act (HIPAA). The ~~Corporation~~ Company reviewed with the Union its processes and practices in this regard. The parties acknowledged that medical information means any record, written or electronic, identifying a participant in the UAW/Daimler-Chrysler Corporation FCA US LLC-UAW Pension Agreement or the Life, Disability and Health Care Benefits Program (collectively, "Benefits Programs"), containing diagnostic or treatment information and used in connection with the administration of the Benefits Programs. Accordingly, the following are understood:

- Participants in the Benefits Programs have a legitimate interest in the confidentiality of medical information pertaining to them.
- The ~~Corporation~~ Company, third party administrators, and other parties acting on behalf of the ~~Corporation~~ Company or third party administrators in connection with the Benefits Programs ("Other Parties"), have a legitimate need to collect, maintain, and use medical information in the course of performing administrative and other fiduciary functions required by the Benefits Programs and the law (e.g., verifying eligibility and benefit status, claims adjudication, audits for payment purposes, case management, coordination of benefits).

wmk  
9/13/19  
198  
MP

215

9/27/19  
BT  
MZ  
GS

- The Corporation Company, third party administrators and Other Parties have a legitimate need to collect, maintain and use aggregate medical information for purposes of analysis, evaluation, oversight and quality control.
- In addition to applicable legal requirements, access to medical information maintained by the Corporation Company, third party administrators and Other Parties will be limited to persons having a need to use the information in the course of performing their job duties, and where appropriate and feasible, narrowly tailored in terms of scope and detail to achieve intended business purposes. Aggregate data and/or summaries will be used by the Corporation Company to the extent feasible.
- Medical information exchanged with Other Parties for analysis and evaluation will be used and maintained only for the purpose for which it is provided and not redisclosed by Other Parties without the prior consent of the Corporation Company and the Union.
- The Corporation Company will establish internal safeguards concerning the exchange of medical information by the Corporation Company. Employees who inappropriately exchange medical information will be subject to disciplinary action. The Corporation Company will also require third party administrators and Other Parties to establish and enforce policies and procedures consistent with this letter.
- Medical information may be exchanged with Other Parties for clinical, public health and academic research only if a meaningful purpose is to benefit participants in the Benefits Programs. Absent such purpose, the prior agreement of the Corporation Company and Union on all aspects of the research (e.g., topics, selection of researchers, distribution of results) is required.

The Corporation Company, in consultation with the Union, is committed to continuing its development of processes and practices regulating the use of medical information within the Corporation Company and by third party administrators and Other Parties. The Corporation Company and the Union also discussed proposed federal legislation and the possibility of new regulations addressing specific uses of medical information. In the event that federal standards are adopted, the parties will meet to discuss plans for compliance. Should issues arise during the course of the agreement concerning the confidentiality of medical information, the Corporation Company will meet with the Union to discuss mutually agreeable solutions.

Very truly yours,

DAIMLERCHRYSLER CORPORATION FCA US LLC  
By Mark J. Gendregske Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate ~~Goeden~~ Cynthia Estrada

2/14/19  
10/3/19  
PQB  
[Signature]

216

9/27/19  
BT  
mz  
GS



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**New Procedures Process**

~~October 22, 2015~~ September xx, 2019

(C-30) New Procedures Process

International Union, UAW

Attention: ~~Mr. Norwood H. Jewell~~ Mrs. Cynthia Estrada

Dear ~~Sir~~ Mrs. Estrada:

During these negotiations, the Company and the Union agreed to utilize the established procedure for implementing the addition of new or revised services or items to this Program in accordance with the Three Auto Company/UAW agreement. Notwithstanding such Three Auto Company/UAW agreement, however, new procedures proposed by the Control Plan that have a first year cost of no more than \$0.015 per contract per month (PCPM), will be automatically implemented when they are covered by the provisions of the benefit plan.

A proposal for the inclusion in the Program of a new or revised service or item may be submitted to the Control Plan by a carrier, physician or physician group, a professional organization, a provider or provider group, the Company or a union representing employees to whom the Program applies. The Control Plan shall review such proposal and make written recommendation(s) to the Company regarding whether or not the service or item should be added to the Program. Such recommendation shall take into account, but not be limited to, the following considerations:

1. whether the procedure is routine (projected cost impact of ~~\$.050.0.0.015~~ \$.015 PCPM or less) or non-routine as determined by the Control Plan,
2. quality of care, access or utilization concerns and the proposed steps to resolve such concerns,
3. replaced or discontinued procedure(s) and a plan for discontinuation of coverage for such procedures,
4. provider class(es) for which the procedures are being recommended,
5. Plan options (i.e. Traditional, PPO or both) for which the procedure(s) is recommended,
6. positive or negative impact on Program costs,
7. information on national and local Medicare policy and payment practices and,
8. anticipated issues in implementing the new procedure on a national basis.

*R4B* 11-25-19  
*JM*

*217*

11/24/19  
*BT*  
*CA*  
*GS*

Recommendations for the addition of a routine new procedure, or a change to an existing procedure, will be distributed to the Three Auto Companies, who will have thirty (30) business days to review the proposal. If the Company is not in agreement with the recommendation, or has questions, notification to the Control Plan is required within ten (10) business days of receipt of the proposal. When the Control Plan receives notification, the Control Plan shall schedule a meeting within the first twenty (20) business days of receipt of the proposal. Absent notification to the Control Plan by the Company, the new procedure will be considered accepted.

Blue Cross and Blue Shield of Michigan, or another carrier shall be required to monitor the utilization of such new procedures and report to the Joint Insurance Committee after sufficient experience has occurred but in no event later than twelve months following implementation, the actual costs of each new procedure.

Very truly yours,

FCA US LLC

By ~~Kathleen S. Neal~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By ~~Norwood H. Jewell~~ Cynthia Estrada

RQB 11-25-19  
JMI

210

11/24/19  
BT  
CA  
ES



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Health Care Administrative Manual

~~October 22, 2015~~ September xx, 2019

(C-46) Health Care Administrative Manual

International Union, UAW

Attention: ~~Mr. Norwood H. Jewell~~ Mrs. Cynthia Estrada

Dear ~~Sir~~ Mrs. Estrada:

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

The current draft of the Health Care Administrative Manual will be updated by the Control Plan with the changes as the result of these negotiations and a copy will be provided to the UAW and the Company Control Plan no later than ~~June 30, 2016~~ December 31, 2020.

~~The UAW and the Control Plan~~ Company representatives will have 180 days from receipt of the draft to review the updated Administrative Manual and advise the Control Plan Company of any proposed revisions. Failure to respond within 180 days by either of the parties will result in automatic approval.

Copies of the approved Administrative Manual will be distributed to the UAW and the Company within 30 days following approval.

Future benefit changes will be incorporated into the Administrative Manual by the Control Plan within 90 days of such changes.

Very truly yours,

FCA US LLC  
By ~~Kathleen S. Neal~~ Glenn Shagena

11/25/19

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~Norwood H. Jewell~~ Cynthia Estrada

PQB 11-26-19

219

GS  
CA  
BT

## New Exhibit B

220



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Employees Released to Return to Work Who are Physically Disqualified**

September xx, 2019

(N-xx) Employees Released to Return to Work Who are Physically Disqualified

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

1. If the employee's treating physician-Health Care Provider releases the employee to return to work without restrictions and the plant physician determines the employee is not physically qualified to return to work in any capacity, or requires restrictions and cannot be placed, due to the same condition for which the employee has been disabled, for purposes of Sickness & Accident benefits, the plant physician may provide disability certification for the employee for up to 5 (five) calendar days following the last day for which the treating physician-Health Care Provider provided disability certification. Such disability certification by the plant physician will be acceptable for meeting the Sickness & Accident benefit requirements pursuant to Article II, Section 6(A)(1)(c) for up to 5 (five) calendar days and the employee will be eligible for continuing Sickness & Accident benefits provided he otherwise meets the eligibility requirements.

2. If the employee's absence from work extends beyond 5 (five) calendar days as noted above in paragraph 1, the employee will be required to provide satisfactory proof of disability certification by his treating physician-Health Care Provider in order to continue to meet the requirements pursuant to Article II, Section 6(A)(1)(c). With the appropriate consent from the employee, the plant physician will contact the employee's treating physician-Health Care Provider to advise why the determination has been made that the employee is unable to return to full duty work.

WAK  
10/11/19  
PAB  
JD

221

DW  
10/14/19



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Salaried Bargaining Unit Optional / Dependent Life Offerings**

September xx, 2019

(N-xx) Salaried Bargaining Unit Optional / Dependent Life Offerings

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During these negotiations the parties discussed that the Salaried Bargaining Unit and Salaried non-bargaining employees share the plan offerings for Optional and Dependent Group Life and that these benefit plans are not subject to negotiation between the Company and the Union. This letter will confirm that if the Company is contemplating termination of the Salaried Optional and/or Dependent Group Life plan offerings, the Company will notify the Union before any action is taken.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

W 11/22/19  
RQB  
VP

222

DW  
11/17/19  
(R)



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Supplemental Employee Optional Group Life Insurance Considerations**

September xx, 2019

Insurance Considerations

(N-x) Supplemental Employee Optional Group Life

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During these negotiations, the parties discussed the feasibility of supplemental employees being allowed the opportunity to participate in the Optional Group Life Insurance program, as outlined in Article II, Section 3 of Exhibit B, The Life, Disability and Health Care Benefits Program.

The parties have agreed that following the close of these negotiations, they will pursue options with the life insurance company to determine if the insurance company can accommodate inclusion of the supplemental employees into the Optional Group Life Insurance program, as noted above, in a fashion which does not increase the Company's administrative costs. If such accommodation can be made, the parties will work together to implement an optional group life benefit offering for the supplemental employees.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW

By Cynthia Estrada

TSW  
11/27/19

PGB  
F.T. 11/27/19

223



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Major Medical Expense Benefits**

September xx, 2019

(N-xx) Major Medical Expense Benefits

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the parties agreed to transfer Office and Clerical and Engineering employees from the Chrysler Salaried Employees' Savings Plan to the FCA US LLC Hourly Employees Deferred Pay Plan ("HDPP") effective January 1, 2016, and rename the HDPP to the FCA US LLC UAW Savings Plan. Further, O&C&E Letter 10 Benefit Plans was modified in order to accomplish this objective. However, the parties further agreed that for the avoidance of doubt, that the Major Medical Expense Benefits of the FCA US LLC Life, Disability, and Health Care Benefit Program will continue during the term of this agreement for O&C&E employees hired or rehired prior to April 15, 2010.

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

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Cynthia Estrada

PJB  
E.T.

11/29/19

224

11/29/19  
m2



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Retiree Group Life Considerations**

September xx, 2019

(N-x) Retiree Group Life Considerations

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During these negotiations, the parties discussed the retiree group life insurance provisions included in Exhibit B, The Life, Disability and Health Care Benefits Program.

Retirees age 65 and over are subject to a monthly reduction of 2% of their group life insurance benefit amount until their ultimate life insurance benefit is reached, as determined by the formula provided in Exhibit B. This provides uncertainty for retirees as to the value of their group life insurance. Additionally, the ultimate life amount is reached before age 69 for all retirees, and the average age of death for this group is 78.

The parties further discussed the option of instituting a flat rate retiree life benefit. To this end, the parties may mutually agree during the term of this Agreement to amend the group life insurance benefit available to retirees as permitted by law.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW

By Cynthia Estrada

11/29/19  
GS  
EST

PAB  
11/29/19  
CDH

225

Deleted Exhibit B

226



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Overpayment Recovery

October 14, 1996

(A-2) Overpayment Recovery

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

~~\_\_\_\_\_ The Company and the Union agree that if it is determined that any benefit or benefits paid to an employee under a Chrysler benefit plan incorporated under the Chrysler UAW National Agreements or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment.~~

~~\_\_\_\_\_ If the employee fails to repay such amount of overpayment promptly, the Corporation, on behalf of the applicable benefit plan, shall arrange to recover the amount of such overpayment from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under a Chrysler benefit plan (excluding the Chrysler UAW Pension Plan) incorporated under the Chrysler UAW National Agreements or any Exhibits thereto.~~

Very truly yours,

CHRYSLER CORPORATION  
By Ronald D. Gurdak

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated ~~October 23, 1985~~  
John D. Wilson (Corporation)  
Robert J. Jensen (Union)

mark  
10/3/19  
[initials]

9/27/19

BT  
ME  
GS

227



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Overpayment Deductions**

October 14, 1996

(A-3) Overpayment Deductions

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

— You asked that we provide you with a statement regarding deductions from future compensation payable by the Corporation which result from group insurance overpayments.

— This is to advise you that we intend that these deductions will be made in a reasonable manner so as not to cause employees undue hardship.

Very truly yours,

CHRYSLER CORPORATION  
By Ronald D. Gurdak

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated November 5, 1976  
J. William Read (Corporation)  
Arthur Hughes (Union)

9/27/19

BT  
MZ  
GS

WAK  
11-13/19  
RJB  
[Signature]

220



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Reorganization of Exhibit B

October 29, 2007

~~(A-6) Reorganization of Exhibit B~~

~~International Union, UAW~~

~~Attention: Mr. General Holiefield~~

~~Dear Sirs:~~

~~During these negotiations, the Company and the Union discussed the reorganization of language as set forth in Exhibit B, the Program.~~

~~As the result of these and prior negotiations, language with respect to the Group Insurance Program and Health Care Benefit Plan has been extensively modified and expanded to reflect the proposals and demands as agreed to between the parties. This process has resulted in certain limitations, whereby language relating to the benefits and administration of each program is not in sequence and, in some instances, is difficult to locate.~~

~~The parties discussed the need to reorganize Exhibit B into separate exhibits for both the Group Insurance and Health Care Benefit provisions so as to provide a more clearly understood and easier to use reference document.~~

~~It is understood this reorganization and consolidation would be done solely to simplify and clarify the Program documents in terms of administrative and "housekeeping" matters so as to facilitate its use for its intended purpose and will not alter in any manner any of the substantive provisions of the Program.~~

~~The parties agree that:~~

~~(i) all Joint Insurance Committee (JIC) letters are incorporated into this Exhibit B dated October 29, 2007.~~

~~(ii) during the 2007 contract period Exhibit B will be reviewed and updated to integrate language of all pre-2007 JIC letters and~~

RJB 11-29-19  
E.T.

229

9/27/19  
BT  
MZ  
GS

~~(iii) the updated Exhibit B will be used as the base document for 2011 negotiations.~~

Very truly yours,

Chrysler LLC  
By ~~Kate A. Kohn Parrott~~

Accepted and Approved:

~~INTERNATIONAL UNION, UAW  
By General Holiefield~~

~~Letter Originated October 14, 1996  
Ronald D. Gurdak (Corporation)  
Leonard J. Paula (Union)  
Up, May 16, 1988~~

*PJB* 11-29-19

*E.T.*

**230**

9/27/19

*BT*  
*MZ*  
*GZ*



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Optional Insurance Deductions**

Relevant Language Moved to Exhibit B - Article II Section 3 and 5

October 22, 2015

(B-1) Optional Insurance Deductions

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

~~During these negotiations, the Union requested that contributions for optional insurance programs be automatically deducted from sickness and accident, extended disability, and supplemental unemployment benefits.~~

~~The parties held extensive discussions regarding taking such deductions from sickness and accident and supplemental unemployment benefits. It was agreed that the Company will continue to work with the benefit administrator to develop a process for such payroll deductions and the parties will meet no later than thirty (30) days following the close of these negotiations to discuss the Company's findings. It is further agreed that the following must be ensured by any process:~~

~~1. That such payroll deductions from sickness and accident benefits must not cause a delay or disruption to the issuance of sickness and accident benefits; and~~

~~2. That such payroll deductions from supplemental unemployment benefits must not cause a delay or disruption to the issuance of supplemental unemployment benefits; and~~

~~3. The process must contain a sustainable arrearage procedure to ensure missed deductions, including cases where the employee's benefit payment is not sufficient to accommodate the deduction, are taken from future sickness and accident benefits, supplemental unemployment benefits or regular payroll wages that are or become payable to the employee or, if no such benefits or wages are or become payable to the employee, a direct bill process must be utilized.~~

PJB  
11-24-19  
np

231

DW  
10/24/19

~~— The parties also discussed the feasibility of taking such deductions from extended disability benefits, recognizing that extended disability benefits are subject to offsets that can result in a reduced or zero extended disability benefits amount. The parties also recognize that extended disability benefit payments are issued by the Company's third party administrator, and any proposed process would require the consideration of the cost to develop, implement and maintain any system requirements. The parties have agreed to continue to explore the feasibility of such a process.~~

~~Very truly yours,  
FCA US LLC  
By Kathleen S. Neal~~

~~Accepted and Approved:~~

~~INTERNATIONAL UNION, UAW  
By Norwood H. Jewell~~

FGB  
11-24-19

232

DMO  
10/28/19  
④



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Proof of Claim for S&A Benefits

Relevant Language Moved to Exhibit B - Article II Section 6A

October 14, 1996

(B-11) Proof of Claim for S&A Benefits

International Union, UAW

Attention : Mr. Jack Laskowski

Dear Sirs:

~~\_\_\_\_\_ This will confirm our understanding with respect to proof of claim for Sickness and Accident Benefits in the case of an employee who (1) is under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved under the Program and (2) meets all the conditions of eligibility for Sickness and Accident benefits set forth in Article II, Section 6. of the Program if he is deemed to be under a doctor's care.~~

~~\_\_\_\_\_ The Corporation will arrange with the Insurance Company to consider as proof of claim a certification that such an employee is wholly and continuously disabled and unable to perform all duties of his occupation, when such certification is provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by and the recommendation of the therapist who is supervising the employee's therapy. The physician director or a physician consultant furnishing such certification shall be a licensed doctor of medicine or osteopathy.~~

Very truly yours,

CHRYSLER CORPORATION  
By Ronald D. Gurdak

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated November 19, 1990  
John D. Wilson (Corporation)  
Leonard Paula (Union)

WAK  
10/11/19  
PAB  
W

233

EDW  
10/11/19



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Mental Health & Substance Abuse S&A Claims**

Relevant Language Moved to Exhibit B - Article II Section 6A and Section 8L

October 29, 2007

~~(B-24) Mental Health and Substance Abuse Claims Under the S&A Program~~

~~International Union, UAW~~

~~Attention: Mr. General Holiefield~~

~~Dear Sirs:~~

~~During these negotiations the parties discussed the prevalence of Mental Health Substance Abuse (MHSA) conditions within the S&A and EDB programs. The parties observed through review of clinical evidence the under use of specialty care which has resulted in suboptimal outcomes due to under diagnosis and under treatment. Given that these issues were of serious concern to both parties the following has been agreed. Employees with a MHSA condition shall be required to treat with a licensed Psychiatrist, who certifies their total and continuous disability, within 30 calendar days of the first date of disability or the date a MHSA condition is first diagnosed, whichever occurs earlier. If the employee subsequently qualifies for a reopen S&A or EDB claim, pursuant to Article II, Section 6F or Article II, Section 8G, the employee shall be required to treat with a Psychiatrist, who certifies their total and continuous disability, within 14 calendar days.~~

~~Very Truly Yours,~~

~~Chrysler LLC  
By Kate Kohn-Parrott~~

~~Accepted and Approved:~~

~~INTERNATIONAL UNION, UAW  
By General Holiefield~~

*DKW  
11/26/19  
(Signature)*

*PJB*

*F.T. 11/27/19*

*234*



FIAT CHRYSLER AUTOMOBILES

Exhibit B

**Voluntary Identity Theft Coverage**

October 12, 2011

(B-26) Voluntary Identity Theft Coverage

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

~~During these negotiations, the parties discussed the feasibility of providing employee paid voluntary Identity Theft Coverage. The parties further agreed that the program will be a self-paid optional insurance program funded solely by employee contributions. The Company will have no financial obligation or other liability for the program.~~

~~The Company will execute a Request for Proposal (RFP) within ninety (90) days of the close of these negotiations. Once the results of the RFP are evaluated and a supplier mutually chosen, the Company will implement the voluntary Identity Theft Coverage offering as soon as practicable.~~

Very truly yours,

~~CHRYSLER GROUP LLC~~

~~By: Kathleen Neal~~

Accepted and Approved:

~~INTERNATIONAL UNION, UAW~~

~~By: General Holiefield~~

DGW  
9/18/19

2/11/18  
RAB  
JP

235



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Community Health Care Initiatives

September 29, 2003

~~(C-6) Community Health Care Initiatives~~

~~International Union, UAW~~

~~Attention: Mr. Nate Gooden~~

~~Dear Sirs:~~

~~During these negotiations, the Union and the Corporation conducted extensive discussions regarding the continued development of the Community Health Care Initiatives process. In designated communities, the Corporation and the Union work with others in the community to initiate community activities designed to improve the overall health status of area residents and improve the quality and cost effectiveness of the local health care delivery system.~~

~~The parties reaffirm that the Community Health Care Initiatives process has the potential to promote high quality, cost effective health care delivery systems for the entire community and thereby enhance the effectiveness and value of the health care benefits provided to UAW represented DaimlerChrysler enrollees under the Life, Disability and Health Care Benefits Program. Accordingly, the Corporation and Union have agreed that as soon as practicable following ratification of the Agreement, the Joint Insurance Committee (JIC) will meet to further develop action plans, to be used in ongoing activities in the Kokomo, IN, Newark/Wilmington, Delaware, and Kenosha, WI pilots consistent with the principles outlined in the attached Vision Mission Statement.~~

~~The parties agreed to jointly develop and implement firm performance and financial metrics to annually measure the progress of existing CHI sites. The metrics will be developed by the Corporation and the Union. The metrics must include specific initiatives that will support health care cost reductions for the Corporation. Examples include, but are not limited to, a reduction in emergency room utilization, the active pursuit of Certificate of Need (CON) legislation in each region, and a specific percent reduction in health care trend. The trend reduction shall be directly associated with specific community health initiatives. In the event the metrics fail to demonstrate savings of at least a one to~~

WJK  
13/19  
TAB  
JP

236

9/27/19  
BT  
M2  
GS

one return on investment at existing CHI sites (Delaware, Kenosha, Kokomo), the initiative will be reviewed at the JIC.

Typical community activities include, but are not limited to:

- collaboration with consumers, purchasers, providers, health care plans, carriers and other interested parties to develop activities that will assist a community in utilizing all its health care resources effectively, and balancing those resources with its health care needs;
- identification within existing CHI sites of areas for both geographical and programmatic expansions of activities designed to achieve demonstrable improvements in health status, quality and cost effectiveness of the health care delivery system over time;
- identification of best practices of care and delivery, and encouragement of their adoption by local health care providers;
- improvement in the health status of all members of the community through the use of community activities, such as educational and informational programs, and
- provision of environmental scans, resource and needs assessments and other data that give the community access to significant data and information to enable it to develop action planning.

The action plans developed by the JIC will be tailored to reflect the unique environment of each community. The JIC will jointly adopt a sound business plan and specific short term and ongoing goals (including financial goals) for each location, monitor the activity within each community and receive regular reports from the Community Initiatives Directors. The parties agree to collaborate with other organizations involved in community health care initiatives programs to ensure maximum effectiveness of the programs.

Two Community Initiatives Directors (CIDs) will be assigned to each targeted community and will be responsible for working as a team to implement each action plan under the oversight of the JIC. One CID will be appointed by the Corporation and one by the Union. The UAW CIDs will be employees of the Corporation and receive pay and benefits from the Corporation. Any consulting fees will be reimbursed from the National Training Center joint funds.

Very truly yours,

DAIMLERCHRYSLER CORPORATION  
By Mark J. Gendregske

Accepted and Approved:

WMM  
13/19  
PJR  
W

237

9/27/19  
BT  
MZ  
GS

INTERNATIONAL UNION, UAW  
By Nate Gooden

Community Health Care Initiatives Vision—Mission Statement

~~———— We are firmly committed to encourage the development of community health care delivery systems that provide high quality health services, promote disease and accident prevention, expand health education, improve community health status and enhance the quality of life, while reducing costs by efficient and appropriate cost effective delivery of services.~~

~~———— The Community Health Care Initiatives process will stimulate community activity, including coalitions and other consensus building forums, to encourage collaboration and cooperation of consumers, purchasers, care givers and providers to improve the health care system by promoting:~~

- ~~• ——— the delivery of high quality health care;~~
- ~~• ——— a culture of "best practice";~~
- ~~• ——— state of the art data collection and information systems; and~~
- ~~• ——— a balancing of the health care resources of the community with the community's health care needs.~~

~~———— Community activity supported by information acquired through the assessment of community needs and resources and a survey of national and local "best practices", will generate the development and implementation of action plans to ensure that health care resources in the community are used efficiently and effectively to meet its needs.~~

~~———— This commitment to community activity and collaboration will be ongoing and emphasize continuous improvement of the delivery system. An immediate goal will be achieving a voluntary community commitment to a moratorium on expansion that does not have a consensus of need.~~

WAK  
10/3/19  
FR  
VP

230

9/27/19  
BT  
N7  
GS



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Diabetes Type II Coverage

June 23, 2000

(C-40) Diabetes Type II Coverage

Mr. Kenneth Young  
International Representative  
DaimlerChrysler Department  
International Union, UAW  
8000 E. Jefferson Detroit, MI 48214

Dear Mr. Young

Subject: Diabetes Type II Coverage

\_\_\_\_\_ This letter will confirm the understanding reached between DaimlerChrysler and the UAW that eligible employees, retirees and surviving spouses who are enrollees under the Standard and PPO Plans will be eligible for Diabetes Type II coverage retroactive to January 1, 2000. This benefit covers home glucometers, test strips and lancets in accordance with Medicare guidelines and quantity levels.

\_\_\_\_\_ Employees, retirees and surviving spouses must contact their health care plan for information regarding eligibility for reimbursement for claims paid out of pocket since January 1, 2000. In order to be considered for reimbursement, an enrollee must submit to his/her health plan a paid receipt from the provider which clearly identifies the claim(s), reflects a claim(s) date during the period January 1, 2000 through August 31, 2000 and includes the enrollees name, contract number, patient's name, provider name, and address. The last day reimbursable claims will be accepted is October 31, 2000.

*mmk  
10/23/19  
PQB  
B.A.*

*239*

*10/17/19  
BT  
CT  
GS*

~~Effective September 1, 2000, enrollees must use the SUPPORT Program provider network or their Plan network if the Plan is not a SUPPORT Program provider in order for Diabetes Type II claims to be covered.~~

~~Very truly yours,~~

~~Ronald D. Gurdak  
Senior Manager - Health Care and Group Insurance  
DaimlerChrysler Corporation~~

~~Accepted and Approved:  
Kenneth Young  
Benefits Coordinator  
International Union, UAW~~

WAK  
10/28/19  
PQB  
DM

240

10/17/19  
BT  
LA  
GS

# Modified Pension

241



FIAT CHRYSLER AUTOMOBILES

Pension

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

A. Except as provided in B. below, the provisions of this Pension Plan are applicable only to employees who have seniority on or after October 1, ~~2015~~2019 and who retire or lose seniority on or after that date and to the eligible surviving spouses of such employees, and the provisions of the Prior Pension Plan (as defined in Section (29) below) shall not be applicable to them after such date. However, all references in Section (1), (2), (3), (19) and (23) of this Pension Plan to pensions, supplemental allowances and special age 65 benefits shall include those payable under the Prior Pension Plan as well as under this Pension Plan.

The provisions of the Prior Pension Plan shall continue to be applicable on and after October 1, ~~2015~~2019 to all employees who retired or lost their seniority prior to such date (and who after that date if retired on a permanent total disability pension prior to such date do not cease to be permanently and totally disabled) and to the eligible surviving spouses of such employees.

B. Employees retired prior to September 1, ~~2015~~2019 under the Prior Pension Plan or eligible surviving spouses of such employees, shall have their benefits, if any, determined in accordance with the Prior Pension Plan, except that:

1. The monthly basic pension payment for each such retired employee or surviving spouse shall be as provided in Appendix B.
2. The monthly temporary pension payment for each such retired employee with benefits commencing prior to October 1, ~~2015~~2019 entitled to receive the temporary pension under Section (7) or (8) of the Prior Pension Plan would be as follows:

Date of Employee's Retirement	Temporary Pension Benefit Rate	Monthly Maximum
On and after September 1, 1961 and before September 1, 1964	15.90	397.50
On and after September 1, 1964 and before September 7, 1967	16.40	410.00
On and after September 7, 1967 and before September 15, 1970	16.65	416.25

*PAB*  
*11-24-19*  
*[Signature]*

*242*

*[Signature]*  
*CDP*  
*10/11/19*

On and after September 15, 1970 and before March 1, 1974	17.15	428.75
On and after March 1, 1974 and before October 1, 1976	18.15	453.75
On and after October 1, 1976 and before October 1, 1978	18.65	466.25
On and after October 1, 1978 and before September 15, 1979	19.65	491.25
On and after September 15, 1979 and before October 1, 1980	20.65	516.25
On and after October 1, 1980 and before October 1, 1981	21.65	541.25
On and after October 1, 1981 and before August 15, 1983	22.65	566.25
On and after August 15, 1983 and before October 1, 1985	22.65	679.50
On and after October 1, 1985 and before October 1, 1986	23.65	709.50
On and after October 1, 1986 and before October 1, 1987	24.65	739.50
On and after October 1, 1987 and before September 1, 1988	24.85	745.50
On and after September 1, 1988 and before September 1, 1989	25.95	778.50
On and after September 1, 1989 and before September 1, 1990	27.05	811.50
On and after September 1, 1990 and before September 1, 1991	29.40	882.00
On and after September 1, 1991 and before September 1, 1992	31.60	948.00
On and after September 1, 1992 and before September 1, 1993	33.70	1,011.00
On and after September 1, 1993 and before September 1, 1994	34.40	1,032.00
On and after September 1, 1994 and before September 1, 1995	35.35	1,060.50

RJB 11-24-19  
np

243

CDR  
10/14/19

On and after September 1, 1995 and before September 1, 1996	36.50	1,095.00
On and after September 1, 1996 and before September 1, 1997	36.75	1,102.50
On or after September 1, 1997 and before September 1, 1998	38.00	1,140.00
On and after September 1, 1998 and before September 1, 1999	39.65	1,189.50
On and after September 1, 1999 and before September 1, 2000	39.85	1,195.50
On and after September 1, 2000 and before September 1, 2001	41.45	1,243.50
On <del>er</del> and after September 1, 2001 and before September 1, 2002	43.35	1,300.50
On <del>er</del> and after September 1, 2002 and before September 1, 2003	45.45	1,363.50
On <del>er</del> and after September 1, 2003 and before September 1, 2004	46.75	1,402.50
On <del>er</del> and after September 1, 2004 and before September 1, 2005	48.05	1,441.50
On <del>er</del> and after September 1, 2005 and before September 1, 2006	49.50	1,485.00
On <del>er</del> and after September 1, 2006 and before September 1, 2007	50.80	1,524.00
On <del>er</del> and after September 1, 2007 and before September 1, 2008	50.80	1,524.00
On <del>er</del> and after September 1, 2008 and before September 1, 2009	51.00	1,530.00
On <del>er</del> and after September 1, 2009 and before September 1, 2010	51.20	1,536.00
On <del>er</del> and after September 1, 2010 and before September 1, 2011	51.40	1,542.00
On <del>er</del> and after September 1, 2011	51.40	1,542.00

PJR  
11-24-19  
JP

244

CPB  
10/11/19

3. An employee who retired under Section (7) of this Plan at his option after attaining age 55 with less than 30 years of credited service shall receive, for months commencing on and after October 1, ~~2015~~2019 an interim supplement as follows:

Age at Retirement	Monthly Amount* Per Year of Credited Service commencing October 1, <del>2015</del> 2019
55	\$22.60
56	\$26.70
57	\$32.25
58	\$37.80
59	\$42.20
60 & 61	\$48.85

\* Prorated for intermediate ages computed to the nearest whole month.

4. (i) Any retired employee age 65 years or older who is receiving monthly pension benefits which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan, or

(ii) any eligible Surviving Spouse who is receiving pension benefits which commenced prior to September 15, 1979 under the applicable section of the Prior Pension Plan who is age 65 or older, or who is under age 65 if enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions (excluding the eligible surviving spouse of a former employee who was receiving a monthly deferred vested pension under the applicable section of the Prior Pension Plan) or

(iii) any retired employee who has not attained age 65 who is receiving a monthly pension which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan and who is enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions,

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

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

F9B 11-24-19 JP

245

CDP 10/1/19

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

6. For an individual enrolled in Medicare Part B as of October 1, 1990 or who first becomes eligible for Medicare Part B on or after October 1, 1990, receipt of a special age 65 benefit on and after January 1, 1991 is contingent upon continued enrollment in Medicare Part B.

7. The monthly pension payment payable to the surviving spouse of a retired employee who elected a Special Survivorship Option and who dies after such election becomes effective, shall be an amount equal to \$14.10 for each year of credited service such employee had at the date of his retirement for any month commencing on or after October 1, 2011.

8. Monthly benefits payable on and after October 1, 2011 shall not be limited by the 70% limitation set forth in Section (10)F. of the Prior Pension Plan.

9. Effective October 1, 1999, the monthly pension payable to the otherwise eligible surviving spouse of an employee who:

(i) retired prior to September 1, 1964 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority prior to September 1, 1964 and was eligible for Deferred Pension Benefits) shall be increased from 50% to 55% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.

(ii) retired on or after September 1, 1964 and before November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after September 1, 1964 and before November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 55% to 60% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.

(iii) retired on or after November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 60% to 65% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.

C. A retired employee or former employee who has commenced receiving deferred pension benefits under the Prior Pension Plan and who is re-employed by the Company shall continue to receive during such re-employment, any monthly basic pension, temporary pension or special age 65 benefit to which he might be otherwise entitled, but not a supplemental allowance.

D. A retired employee who is entitled to receive a supplemental allowance or temporary pension will receive such benefit, if otherwise eligible, through the month in which he attains age 62 and one month.

PAB  
11-24-19  
JP

246

ADR  
CDR  
10/11/19

E. A retired employee whose basic monthly benefit would otherwise have been recomputed without any reduction for his pension commencing before age 62 shall have his basic monthly pension recomputed without any reduction for benefits payable in months after the month in which he attains age 62 and one month.

F. Notwithstanding any provision of this Pension Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Sections 401(a)(37) and 414(u) of the Code. In the event that a participant dies on or after January 1, 2007 while performing qualified military service, any death benefit or preretirement survivor benefit payable with respect to the participant shall be determined (other than with respect to benefit accruals relating to the period of qualified military service) as if the participant resumed employment on the date immediately prior to his or her death and then terminated employment on account of death.

G. Funding Based Limits on Benefits and Benefit Accruals

**1. Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent.**

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

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

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

(a) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(b) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

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

PJB  
11-24-19

247

CDR  
10/11/19

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

**(ii) Plan Amendments Increasing Liability for Benefits.**

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

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

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

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

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

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

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

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

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

RFB 11-24-19 JP

240

OPR 12/11/19

(a) Less than 60 percent; or

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

**(iii) Benefit Accruals Frozen.**

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

**3. Limitations Applicable If the Plan Sponsor Is In Bankruptcy.**

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

**4. Provisions Applicable After Limitations Cease to Apply.**

**(i) Resumption of Prohibited Payments.**

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

In addition, after the Section 436 measurement date on which the limitation on prohibited payments under Section (4)(G)(1)(i) ceases to apply to the Plan, any participant or beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is permitted to make a new election (within 90 days after the Section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified at a new annuity starting date to be changed to a single sum payment for the remaining value of the participant's or beneficiary's benefit under the Plan, subject to the

PKB  
11-24-19

249

CDP  
10/12/19

other rules in this Section of the Plan and applicable requirements of Section 401(a) of the Code, including spousal consent.

In addition, after the Section 436 measurement date on which the limitation on prohibited payments under Section (4)(G)(2)(i) ceases to apply to the Plan, any participant or beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is permitted to make a new election (within 90 days after the Section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified at a new annuity starting date to be changed to a single sum payment for the remaining value of the participant's or beneficiary's benefit under the Plan, subject to the other rules in this Section of the Plan (including Section (4)(G)(1)(i)) and applicable requirements of Section 401(a) of the Code, including spousal consent.

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

If a limitation on benefit accruals under Section (4)(G)(2)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor Regulation Section 2530.204-2(c) and (d).

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

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

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

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

If all benefit accruals that were not permitted to accrue because of the application of Section (4)(G)(2)(iii) are not permitted to be restored under Section (4)(G)(4)(ii), the Plan shall be deemed to be amended to fully restore benefit accruals that were not permitted to accrue because of the application of Section (4)(G)(2)(iii) as soon as possible after the limitation of Section (4)(G)(2)(iii) ceases to apply and the limitation of Section (4)(G)(1)(ii)(a) ceases to apply, unless full restoration would cause the limitation of Section (4)(G)(1)(ii)(b) to apply.

FOR  
11-24-19

250

1/2

CDR  
10/14/19

Similarly, notwithstanding Section 4(G)(4)(iii), if all unpredictable contingent event benefits that were not permitted to be paid because of the application of Section (4)(G)(2)(ii) are not permitted to be restored under Section (4)(G)(4)(iii), the Plan shall be deemed to be amended to fully restore unpredictable contingent event benefits that were not permitted to be paid because of the application of Section (4)(G)(2)(ii) as soon as possible after the limitation of Section (4)(G)(2)(ii) ceases to apply and the limitation of Section (4)(G)(1)(ii)(a) ceases to apply, unless full restoration would cause the limitation of Section (4)(G)(1)(ii)(b) to apply. If a Plan amendment fully restoring benefit accruals after Section (4)(G)(2)(iii) ceases to apply or a Plan amendment fully restoring unpredictable contingent event benefits after Section (4)(G)(2)(ii) ceases to apply would not be limited by Section (4)(G)(1)(ii)(a) but would be limited by Section (4)(G)(1)(ii)(b), then instead of full restoration, benefit accruals and unpredictable contingent event benefits shall be restored sequentially to the extent possible without causing the limitation of Section (4)(G)(1)(ii)(b) to apply, in the following order of priority:

(a) First, benefit accruals that ceased under Section (4)(G)(2)(iii) shall be restored to participants who have terminated employment and whose payments of a pension have been affected by the accrual cessation, and to beneficiaries of deceased participants (regardless of whether the deceased participants were eligible to commence benefits at the time of death) whose payments of a pension have been affected by the accrual cessation, in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen. When restoration occurs, a single lump sum payment shall be made to each affected payee (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such accruals that would have been included in payments previously made, and future benefit payments shall be adjusted to the monthly amount that would have been payable if accruals had not ceased under Section (4)(G)(2)(iii). For the avoidance of doubt, such restoration of accruals under this Section (4)(G)(4)(iv)(a) is not intended to restore that portion of the benefit payable to a participant receiving a special early retirement pension that may be characterized as an unpredictable contingent event benefit, and such portion shall be restored in accordance with Section (4)(G)(4)(iv)(b), to the extent permitted.

(b) Next, unpredictable contingent event benefits shall be restored to participants and beneficiaries of deceased participants whose benefit payments or right to future benefit payments were affected by Section (4)(G)(4)(iii)'s requirement that the Plan be treated as not providing the unpredictable contingent event benefit if an unpredictable contingent event occurs in a Plan Year when the restrictions of Section (4)(G)(2)(ii) apply, in the chronological order in which the benefits would have been paid if the benefits had been provided from the time of the unpredictable contingent event. Participants who elected another available benefit while the unpredictable contingent event benefit was not available shall be provided a limited opportunity to elect to receive the unpredictable contingent event benefit in lieu of the previously elected benefit (subject to reduction for the actuarial equivalent of benefits received under the previously elected benefit) and will be treated as having a new annuity starting date for this purpose. When restoration occurs, a single lump sum payment shall be made to each payee whose past benefit payments were prohibited or reduced (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such unpredictable contingent event benefits, and future benefit payments shall be adjusted to the monthly amount that would have been payable if unpredictable contingent event benefits had not been limited by Section (4)(G)(2)(ii).

(c) Next, benefit accruals that ceased under Section (4)(G)(2)(iii) shall be restored to all other participants in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen.

P&B 11-24-19 *wp*

251

*wp* CDR 10/11/19

**(iv) Treatment of Plan Amendments That Do Not Take Effect.**

If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section (4)(G)(1)(ii) or Section (4)(G)(2)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall ~~be treated as if it were never adopted, unless the Plan amendment provides otherwise.~~ take effect as soon as permitted, and benefits shall be restored based on the effective date of the original amendment, subject to the provisions of Section (4)(G)(4).

**5. Notice Requirement.**

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

**6. Methods to Avoid or Terminate Benefit Limitations.**

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

**7. Special Rules.**

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

**(a) In General.**

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

PAB  
11-24-19

252

CDP  
10/14/19

target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Sections (4)(G)(7)(i)(b) through (d).

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

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

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(2) The first day of the current Plan Year is a section 436 measurement date.

**(c) Presumption of Underfunding Beginning First Day of 4th Month.**

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

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(2) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

**(d) Presumption of Underfunding On and After First Day of 10th Month.**

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

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and

(2) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

PJR 11-24-19

253

CDR 10/11/19

**(ii) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.**

**(a) First 5 Plan Years.**

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

**(b) Plan Termination.**

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

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

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

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

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

**(iii) Special Rules Under PRA 2010.**

**(a) Payments Under Social Security Leveling Options.**

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

**(b) Limitation on Benefit Accruals.**

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

*FJB*  
11-24-19  
*rp*

*254*

*[Signature]*  
CDR  
12/11/19

**(iv) Interpretation of Provisions.**

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

**8. Definitions.**

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

PJB  
11-24-19 JP

255

CDR  
10/11/19



FIAT CHRYSLER AUTOMOBILES

## Pension

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

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

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

- (a) the participant has been provided with information that clearly indicates that the participant has at least 30 days to consider whether to waive the distribution option (with spousal consent);
- (b) the participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation is provided to the participant; and
- (c) the annuity starting date is a date after the date that the written explanation was provided to the participant (except that the annuity starting date may be a date prior to the date the written explanation is provided to the participant if the distribution does not commence until

PJR  
11-24-19  
JP

256

CRS

CDR  
11/22/19

at least 30 days after such written explanation is provided subject to the waiver of the 30-day period as provided above).

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

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

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

#### A. Deductions

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

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

(1) Federal income tax where required by Federal statutes or regulations unless elected otherwise in accordance with such statutes or regulations by submitting to the Board written authorization and direction acceptable to the Board and

(2) state income tax where

(a) required by state statutes or regulations, unless elected otherwise in accordance with such statutes or regulations, or

(b) commencing on or after June 1, 1994, if the state permits voluntary withholding and such person requests voluntary withholding by submitting to the Board written authorization and direction acceptable to the Board.

#### B. Benefit Suspension

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

PQB  
11-24-19

257

CS

CDR  
1/22/19

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

C. Anti-alienation

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

D. Recovery of Overpayment

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

E. Required Minimum Distributions

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

1. Required Beginning Date. Each participant must begin receiving his pension on or before his "Required Beginning Date." The Required Beginning Date of any participant who reaches the age of 70-1/2 after December 31, 1998 shall be April 1 of the calendar year in which the later occurs: (i) the participant reaches age 70-1/2, or (ii) the participant retires.

FRB  
11-24-19  
JP

258

LLS  
CDB  
1/22/19

2. Election to Discontinue Benefits. Any participant who reached the age of 70-1/2 before January 1, 1997, commenced receipt of his pension and had not retired as of January 1, 1997 may elect to discontinue his pension until he retires. Any such election shall be on a form approved by the Board of Administration and shall be irrevocable.

3. Actuarial Adjustments. In the case of any participant who retires in a calendar year after the calendar year in which he reaches the age of 70-1/2, such participant's accrued benefit shall be actuarially increased in accordance with Section 401(a)(9)(C) of the Code to take into account the period after age 70-1/2 in which the participant was not receiving any benefits under the Pension Plan.

4. Distribution Period. Following commencement, distributions must continue over the life of the participant or over the lives of the participant and his beneficiary or over a period which does not extend beyond the life expectancy of the participant or the life expectancies of the participant and his beneficiary as provided in the regulation under Code Section 401(a)(9).

5. Death of Participant After Commencement of Required Distributions. Upon the death of a participant after mandatory commencement of his pension in accordance with the rules set forth in the preceding provisions of this Section, the participant's remaining interest, if any, will be distributed subsequent to his death at least as rapidly as under the method of distribution being utilized as of the date of his death.

6. Death of Participant Prior to Commencement of Required Distributions. Upon the death of a participant prior to mandatory commencement of his pension in accordance with the rules set forth in the preceding provisions of this Section, the participant's remaining interest, if any, will be distributed as follows:

(i) Amount not payable to a designated beneficiary. Any remaining interest which is not payable to a designated beneficiary will be distributed within five years after the participant's death,

(ii) Amounts payable to a designated beneficiary. Any remaining interest which is payable to a designated beneficiary will be distributed either

(a) Within five years after the participant's death, or

(b) Over the life of the beneficiary (or over a period certain not extending beyond the life expectancy of the beneficiary), such payments to commence not later than the end of the calendar year following the calendar year in which the participant died (or if the designated beneficiary is the participant's surviving spouse, to commence not later than the end of the calendar year following the calendar year in which the participant would have attained the age of 70-1/2).

7. Recalculation of Life Expectancies. For purposes of determining the amount of required distributions hereunder, the life expectancies of the participant and his spousal beneficiary shall be recalculated annually.

F. ESS/SWESS Separation Payments

Notwithstanding anything in this Pension Plan to the contrary, an employee who, while eligible to retire, receives a separation payment pursuant to Attachment A to the Memorandums of Understanding ~~Employment Security System (ESS) and Salaried Worker's Employment~~

FAB  
11-24-19  
JP

259

CRS  
CDR  
11/22/19

~~Security System (SWESS) Programs~~ Sourcing and Job Security of the Collective Bargaining Agreement or Article IV of the Supplemental Unemployment Benefit Plan shall not be eligible to retire under any of the provisions of this Pension Plan for the period described in such agreements, plans or programs, commencing with the date such employee terminates employment or breaks seniority pursuant to the terms of such agreements, plans or programs.

G. Alternate Payees

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

H. Union Dues

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

(i) to deduct membership dues from the monthly pension payable to any retired employee who shall have executed the following "Retired Employee's Authorization For Check-Off Of Dues" form completed in a manner acceptable to the Company, and

(ii) effective May 1, 1996, to deduct the sum of \$2.00 (or any other amount as designated by the retiree or surviving spouse) as an associate dues donation from any monthly retirement benefit otherwise payable to any surviving spouse who shall have duly authorized such deduction on a form acceptable to the Company.

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

"Social Security No. \_\_\_\_\_ Pension File No. \_\_\_\_\_

"Local Union No. \_\_\_\_\_

"(Type or Print Name and Address)

"Name \_\_\_\_\_

"Street \_\_\_\_\_ Phone \_\_\_\_\_

"City-State \_\_\_\_\_

"TO: CHRYSLER GROUP LLC

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

*FRB*  
*11-24-19*

*260*

*CRS*

*CRS*  
*11/22/19*

and in such manner as may be agreed upon between you and the Union while this authorization is in effect.

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

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

"Date \_\_\_\_\_

"\$ \_\_\_\_\_

"Amount of Monthly Dues Deduction"

\_\_\_\_\_  
(Signature of Retired Employee here)

I. Failure to Cash Check

The right of a retired employee or former employee or surviving spouse of either of them to receive any monthly payment of a pension, supplemental allowance and special age 65 benefit shall cease and be considered for all purposes as though such right had never existed if, prior to the second anniversary of the date a check for such monthly payment was mailed to such person, such check is, for any reason, not presented for payment to the bank on which it was drawn; thereafter such person may establish a right to receive any such monthly payment only by personally making application therefore and by supplying all the information the Board of Administration shall require.

J. Incapacity

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

*PJR*  
*11-24-19*  
*[Signature]*

*ODR*  
*11/22/19*  
*[Signature]*

*261*



FIAT CHRYSLER AUTOMOBILES

Pension

**(020) Pension Agreement Effective**

The Pension Agreement and the amendments made to the Prior Pension Plan as reflected by the Pension Plan as set forth herein shall become effective ~~October, 22, 2015~~ September xx, 2019 provided that the obligation to put into effect such amendments and to maintain this Pension Plan, as so amended, is subject to the requirement that

(i) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) notifies the Company, in writing, that the new collective bargaining agreements referred to at the beginning of the Pension Agreement have been duly ratified, and

(ii) approval of this Pension Plan as amended herein and of the trust established in connection therewith by the Internal Revenue Service as a qualified plan and trust

(a) qualifying under Section 401(a) and exempt from taxation under Section 501(a) of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted) and

(b) entitling the Company to deduction for contributions under Section 404 of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted), is obtained prior to putting such amendments into effect and is maintained continuously thereafter.

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

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

WAK  
10/16/19  
FAR  
MO

CLS  
[Signature]  
10/2/19

262



FIAT CHRYSLER AUTOMOBILES

Pension

---

**(022) Duration of Pension Plan**

This Pension Plan shall continue in effect until September ~~14,xx~~ 2019~~xx~~ hereinafter referred to as the "Expiration Date". This Pension Plan shall be renewed automatically for successive one-year periods thereafter unless either the Union or the Company shall give written notice to the other at least 60 days prior to the Expiration Date (or prior to the anniversary of the Expiration Date, in any subsequent year) of its desire to amend or modify this Pension Plan as of the Expiration Date, or as of such anniversary of the Expiration Date in any subsequent year (it being understood, however, that the foregoing provision for automatic one-year renewal periods shall not be construed as an endorsement by either the Union or the Company of the proposition that one year is a suitable term for a retirement plan agreement). If such notice is given, this Pension Plan shall be open to modification or amendment on the Expiration Date or on such anniversary of the Expiration Date in any subsequent year as the case may be.

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

RJR  
11-24-19

CDR  
11/22/19

263



FIAT CHRYSLER AUTOMOBILES

Pension

**(026) Inclusion of other Chrysler Employees**

~~Inclusion of other Chrysler Employees~~ Inclusion of other FCA US LLC Employees

It is hereby agreed that any other employees of FCA US LLC (or of any domestic subsidiary of FCA US LLC) represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) or any of its Local Unions, by written agreement between FCA US LLC or the domestic subsidiary and the International Union or any such Local Union may be deemed and treated as employees covered by this Pension Plan, but nothing herein shall constitute such other employees and the employees theretofore covered by this Pension Plan a single unit appropriate for the purposes of collective bargaining, or be evidence that they constitute such a unit.

WAK  
9/24/19  
FJR  
HP

264

CRS  
9/18/19



FIAT CHRYSLER AUTOMOBILES

Pension

**(028) Named Fiduciaries**

There shall be three Named Fiduciaries under this Plan, the Union, the ~~Chrysler Group~~ FCA US LLC Pension Investment Committee and the ~~Chrysler Group~~ FCA US LLC Employee Benefits Committee. All of the fiduciary responsibilities of the Union under this Pension Plan are hereby allocated to the Director, Chrysler Department, UAW. All of the fiduciary responsibilities of the Company under this Pension Plan are hereby allocated as follows:

(i) the Pension Investment Committee shall have the fiduciary responsibilities of selecting the investment managers, of removing any investment managers, of selecting successors, monitoring the activity of said investment managers and of determining (along with the Employee Benefits Committee) the form and terms of the trust agreement with the trustee or trustees.

(ii) all of the fiduciary responsibilities of the Company under this Pension Plan not specifically described in (i) above shall be allocated to the Employee Benefits Committee.

In carrying out the fiduciary responsibilities established under this Pension Plan:

A. Any one of the three Named Fiduciaries under this Pension Plan may allocate any or all of its fiduciary responsibilities to any one or both of the other Named Fiduciaries. Any such allocation shall be effective only if accepted in writing by the Named Fiduciary to whom the fiduciary responsibility has been allocated.

B. Any one of the three Named Fiduciaries under this Pension Plan may designate persons (other than one or both of the other Named Fiduciaries) to carry out the fiduciary responsibilities under this Pension Plan of the Named Fiduciary making such designation.

C. Any allocation set forth in Paragraph A. above or any designation set forth in Paragraph B. above shall be set forth in writing.

D. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Pension Plan.

WML  
9/24/19  
1/4B  
W

265

CRS  
9/18/19

E. A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Paragraph B. above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Pension Plan.

F. The Company, by resolution adopted by the Pension Investment Committee, may appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Pension Plan.

WIK  
9/24/19  
PAB  
SPP

266

APB  
2/18/20  
CES



FIAT CHRYSLER AUTOMOBILES

Pension

(029) Definitions

A. Except where the context otherwise requires, the term "employees" means employees of the Company within the collective bargaining unit or units represented by the Local Unions which are or become parties to the Pension Agreement, and shall not include:

(i) Retired employees. The term "retired employees" shall not include former employees entitled to a deferred pension upon compliance with all the conditions of Section (6) of this Pension Plan.

(ii) Non-skilled classified employees hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Entry Level Wage & Benefit Agreement between Chrysler LLC and the UAW and any successor agreement thereto.

(iii) Salaried bargaining unit employees hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010.

(iv) Skilled trade classified employees hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Group LLC Employees hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.

(v) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011

(vi) All employees whose employment becomes subject to the Engineering, Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

or (a) Non-skilled classified employees hired or rehired on or after October 29, 2007,

or (b) Skilled trade classified employees hired or rehired on or after October 12, 2011,

or (c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

MMK  
10/18/17  
JB  
20

267

cas  
10/2/17

(d) Non-represented employees regardless of date of hire.

For purposes of the above paragraphs (ii), (iii), (iv), (v), and (vi) the term 'rehired' shall mean reemployment by the Company of an employee who previously lost seniority because of a quit, discharge, retirement or other termination, except for rehire pursuant to Section (49)(g) and (h) of the Production, Maintenance and Parts Agreement between FCA US LLC and the UAW dated October 22, 2015.

B. Wherever used in this Pension Plan, "qualified actuary" or "the Actuary" means an independent individual actuary selected by the Company who is enrolled with the Joint Board for the Enrollment of Actuaries and is a Fellow or Associate of the Society of Actuaries or a Member of the American Academy of Actuaries, or a firm of independent actuaries selected by the Company, one of whose members is such a Fellow, Associate or Member.

C. For all purposes of this Pension Plan including, but not limited to, the computation of the cost of pensions and the computation of credited service, the term "the effective date" shall mean,

(a) September 1, 1950, in the case of employees covered by this Pension Plan who between December 30, 1953, and June 1, 1954, inclusive, became employed or were treated as having become employed by the Company and whose seniority rights for service with Briggs Manufacturing Company or Briggs Indiana Corporation were preserved pursuant to agreement between the Company and the Union dated January 8, 1954,

(b) December 1, 1955, in the case of employees covered by this Pension Plan who on August 31, 1961, were covered by the Pension Plan incorporated by reference as Exhibit A in the collective bargaining agreement dated December 23, 1958, between American Foundry Company, Inc., and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-AFL-CIO) and its affiliated Local Union No. 550 (which Pension Plan was adopted by Company as of the close of business December 31, 1959, and is herein called the American Foundry Pension Plan),

(c) January 7, 1954, in the case of employees covered by this Pension Plan who on August 31, 1964, were covered by the Supplemental Agreement between Company and Marine Midland Trust Company of Central New York, as Trustee, dated as of September 1, 1961, amending the Pension Agreement dated as of January 7, 1954, between New Process Gear Corporation and Marine Midland Trust Company of Central New York, as Trustee, as such Pension Agreement was thereafter amended (which Pension Agreement as amended is herein called the New Process Gear Pension Plan),

(d) August 1, 1950, in the case of employees covered by this Pension Plan who became employed by the Company as of July 1, 1965, and whose seniority dates with DeLuxe Die Works, Inc. were preserved for certain purposes as provided in an agreement between the Company, the Union and its Local Union No. 155 dated May 24, 1965,

(e) September 1, 1950, in the case of employees covered by this Pension Plan who on November 9, 1967, were covered by the Pension Plan incorporated by reference as Exhibit A in the collective bargaining agreement dated October 15, 1964, between Company for its Detroit Universal Division and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and UAW Local Union No. 174 (which Pension Plan is herein called the Detroit Universal Division Pension Plan),

(f) July 1, 1950, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the Hourly-Rate Employees Pension Plan incorporated by reference

WML  
10/13/19  
CIB  
W

260

cts  
10/2/19

as Exhibit A in the Supplemental Agreement dated December 8, 1964, between the King-Seeley Division of the King-Seeley Thermos Co. and the Union and its affiliated Local Union No. 630 (herein called the King-Seeley Hourly Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and Union dated March 22, 1968,

(g) April 22, 1964, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the King-Seeley Division of King-Seeley Thermos Co. Salaried Employees Pension Plan created pursuant to a Supplemental Agreement incorporated by reference in Section 7 of Article XI of the collective bargaining agreement dated April 22, 1964, between the King-Seeley Division of King-Seeley Thermos Co. and the Union and the King-Seeley Division Unit of its affiliated Local Union No. 889 (herein called the King-Seeley Clerical Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and the Union dated March 22, 1968, and

(h) January 1, 1951, in the case of employees covered by this Pension Plan who on September 14, 1973, were covered by the Pension Plan incorporated in the National Bargaining Agreement dated August 24, 1971 between Eltra Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Chrysler Casting Corporation being substituted as the employer in said National Bargaining Agreement with respect to certain of the production unit employees of the Fostoria, Ohio Foundry Plant pursuant to an agreement Chrysler Casting Corporation executed with said International Union and its Local No. 446 on January 11, 1973 (which Pension Plan is herein called the Chrysler Casting Pension Plan), and

(i) August 1, 1950, in the case of all other employees covered in this Pension Plan.

D. "Actuarial Value" shall mean, to the extent required by Code Section 417(e), the amount determined using the mortality table described in Code Section 417(e)(3) and the regulations, rulings and other guidance issued thereunder, unless otherwise specifically provided herein, and the interest rate described in Code Section 417(e)(3) for the month of October immediately preceding the year of the determination date.

E. "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as amended.

F. Where used in Section (10) of this Pension Plan, "base hourly rate" means the higher of:

(a) the employee's highest straight-time rate of record during the last 13 consecutive pay periods ending with the pay period which includes his last day worked, or

(b) for an employee who worked on incentive or piece work in at least 4 pay periods during such 13 consecutive pay periods, the employee's average earned straight-time hourly rate for the last 4 (or, if higher, for the first 4) of such 13 consecutive pay periods for which he had any incentive earnings (such average earned straight-time hourly rate to be computed by dividing the employee's total straight-time hourly earnings, excluding any premiums, for all hours worked during the applicable 4 pay periods by the sum of the total number of straight-time hours worked during such pay periods); provided, however, that if he worked in less than 4 of such 13 consecutive pay periods and had incentive or piece work in each pay period worked, his average earned straight-time hourly rate shall be used for the pay periods he worked.

WJK  
10/18/19  
B  
W

269

CLS  
10/2/19

G. Where used in Section (10) of this Pension Plan, "base weekly salary" means the employee's highest weekly salary of record during the last 13 consecutive weeks ending with the week which includes his last day worked.

H. "Prior Pension Plan" means the Pension Agreement dated October ~~12, 2011~~22, 2015 between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

I. "Retirement Equity Act" means the Retirement Equity Act of 1984.

J. "Social Security Benefits" means old age benefits unreduced because of age, or disability benefits payable upon complying with the Federal Social Security Act or under any future Federal legislation amending, superseding, supplementing or incorporating the Federal Social Security Act.

K. The "Company" means FCA US LLC. Solely for purposes of the following sections and/ or paragraphs, references in this Pension Plan to "FCA US LLC" or the "Company" shall include, as applicable "Chrysler Group LLC", "Chrysler LLC", "Chrysler", "Chrysler Corporation", "DaimlerChrysler", and "DaimlerChrysler Corporation":

- (i) Sections (4), (6), (7), (9) through (16), and (27), ~~and (32)~~;
- (ii) The last paragraph of Section (8)
- (iii) Paragraphs A, C and H of Section (29)

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

WAK  
10/13/19  
FAB  
JP

270

CRS  
VAB  
10/2/19



FIAT CHRYSLER AUTOMOBILES

Pension

(031) APPENDIX A

FOR HOURLY RATED EMPLOYEES

A Benefit Class Code for the sole purpose of Sections (5), (6), (7) and (8) of this Pension Plan is established for each job classification that is in effect on ~~October~~September 22XX, 2015XXXX based on the maximum base hourly rate (which term as used herein shall include incentive earnings unless otherwise noted) applicable to the job classification on that date, as follows:

<u>For Job Classifications Having a Maximum Base Hourly Rate</u>		<u>Benefit Class Code</u>
<u>October 22, 2015</u>	<u>\$28.94 or less</u>	<u>A</u>
<u>through</u>	<u>28.95 through 29.25</u>	<u>B</u>
<u>September 10, 2017</u>	<u>29.26 through 30.68</u>	<u>C</u>
	<u>30.69 and over</u>	<u>D</u>
<u>September 11, 2017</u>	<u>\$29.81 or less</u>	<u>A</u>
<u>and after through</u>	<u>29.82 through 30.13</u>	<u>B</u>
<u>September 13, 2020</u>	<u>30.14 through 31.60</u>	<u>C</u>
	<u>31.61 and over</u>	<u>D</u>
<u>September 14, 2020</u>	<u>\$30.70 or less</u>	<u>A</u>
<u>through</u>	<u>30.71 through 31.03</u>	<u>B</u>
<u>September 18, 2022</u>	<u>31.04 through 32.55</u>	<u>C</u>
	<u>32.56 and over</u>	<u>D</u>
<u>September 19, 2022</u>	<u>\$31.62 or less</u>	<u>A</u>
<u>and after</u>	<u>31.63 through 31.96</u>	<u>B</u>
	<u>31.97 through 33.53</u>	<u>C</u>
	<u>33.54 and over</u>	<u>D</u>

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

The Benefit Class Code established pursuant to this Pension Plan for any new job classification shall be whichever Benefit Class Code is applicable to other job classifications

74B 11-29-19  
E.T.

271

CS

MS  
11/29/19

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

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

### FOR SALARIED EMPLOYEES

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

<u>Salary Grade</u>	<u>Benefit Class Code</u>
1 and 2	A
3	B
4	C
5 and over	D

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

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

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

CAS

RPB  
11/29/19

RPB 11-29-19  
E.T.

272



FIAT CHRYSLER AUTOMOBILES

Pension

(032) APPENDIX B

APPENDIX B

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

Monthly Basic Pension Rates\*  
Payable For Months Commencing

<u>Date of Retirement</u>	<u>Benefit Class Code</u>	<u>October 1, 2011 and after</u>
Prior to October 1, 1984	N/A	\$28.50
October 1, 1984 through September 30, 1985	A	29.50
	B	29.75
	C	30.00
	D	30.25
October 1, 1985 through September 30, 1986	A	29.60
	B	29.85
	C	30.10
	D	30.35
October 1, 1986 through September 30, 1987	A	29.70
	B	29.95
	C	30.20
	D	30.45
October 1, 1987 through August 31, 1988	A	32.70
	B	32.95
	C	33.20
	D	33.45
September 1, 1988 through August 31, 1989	A	32.80
	B	33.05
	C	33.30
	D	33.55

*RJB*  
E.T. 11/27/17

273

*cas*  
*[Signature]*  
10/27/19

September 1, 1989 through August 31, 1990	A	32.90
	B	33.15
	C	33.40
	D	33.65
September 1, 1990 through August 31, 1993	A	36.10
	B	36.35
	C	36.60
	D	36.85
September 1, 1993 through August 31, 1996	A	39.10
	B	39.35
	C	39.60
	D	39.85
September 1, 1996 through August 31, 1999	A	42.50
	B	42.75
	C	43.00
	D	43.25
September 1, 1999 through August 31, 2003	A	48.70
	B	48.95
	C	49.20
	D	49.45
September 1, 2003 through August 31, 2007	A	\$52.90
	B	\$53.15
	C	\$53.40
	D	\$53.65
September 1, 2003 through August 31, 2011	A	\$53.55
	B	\$53.80
	C	\$54.05
	D	\$54.30

\* The above rates are applicable to retirees with Dates of Retirement prior to September 1, 2011 who have no Life and Disability Benefits Program overpayment balance due to the Company. For those retirees with an overpayment balance under the Life and Disability Benefits Program, the applicable amount above shall be reduced by \$1.00 for each month of credited service until the overpayment balance has been reduced to zero (\$0.00). Any such reduction shall not serve to increase any benefit otherwise payable. When the overpayment balance under the Life and Disability Benefits Program has been reduced to zero (\$0.00), the retired employee's monthly rate will be increased to the applicable rate above with no retroactive effect.

**THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF SECTIONS (5), (7) AND (8) SHALL BE AS FOLLOWS:**

**For Benefit Commencement Dates on or after  
October 1, 2007 and no Benefit Overpayment Recovery  
under the Life and Disability Benefits Program during the  
2007 Agreement and Payments Effective:**

Benefit

E.T. 11/27/19  
PQB

27K

AS  
10/17/19

	10-1- 2007	10-1- 2008	10-1- 2009	10-1- 2010
Class	to	to	to	
Code	9-30- 2008	9-30- 2009	9-30- 2010	and after*
A	\$52.90	\$53.10	\$53.30	\$53.55
B	53.15	53.35	53.55	53.80
C	53.40	53.60	53.80	54.05
D	53.65	53.85	54.05	54.30

\* including October 1, 2011 and later.

**For Benefit Commencement Dates on or after  
October 1, 2007 with a Benefit Overpayment under the  
Life and Disability Benefits Program  
at Benefit Commencement and Payments Effective:**

	10-1- 2007	10-1- 2008	10-1- 2009	10-1- 2010
Benefit				
Class	to	to	to	
Code	9-30- 2008	9-30- 2009	9-30- 2010	and after*
A	\$51.90	\$52.00	\$52.10	\$52.25
B	52.15	52.25	52.35	52.50
C	52.40	52.50	52.60	52.75
D	52.65	52.75	52.85	53.00

\*including October 1, 2011 and later.

**For Benefit Commencement Dates between October 1, 2007 and  
September 1, 2008 with the Recovery of a Benefit Overpayment  
under the Life and Disability Benefits Program beginning  
October 1, 2008 Payments Effective:**

	10-1- 2007	10-1- 2008	10-1- 2009	10-1-2010
Benefit				
Class	to	to	to	
Code	9-30- 2008	9-30- 2009	9-30- 2010	and after*
A	\$52.90	\$53.00	\$53.10	\$53.25
B	53.15	53.25	53.35	53.50
C	53.40	53.50	53.60	53.75
D	53.65	53.75	53.85	54.00

\* including October 1, 2011 and later.

**For Benefit Commencement Dates between October 1, 2007 and  
September 1, 2009 with the Recovery of a Benefit Overpayment**

PQR  
E.T. 11/27/19

275

SES  
PMT  
10/27/19

**under the Life and Disability Benefits Program beginning  
October 1, 2009 Payments Effective:**

Benefit	10-1- 2007	10-1- 2008	10-1- 2009	
Class	to	to	to	10-1-2010
Code	9-30- 2008	9-30- 2009	9-30- 2010	and after*
A	\$52.90	\$53.10	\$53.20	\$53.35
B	53.15	53.35	53.45	53.60
C	53.40	53.60	53.70	53.85
D	53.65	53.85	53.95	54.10

\* including October 1, 2011 and later.

**For Benefit Commencement Dates between October 1, 2007 and  
September 1, 2010 with the Recovery of a Benefit Overpayment  
under the Life and Disability Benefits Program beginning  
October 1, 2010 Payments Effective:**

Benefit	10-1- 2007	10-1- 2008	10-1- 2009	
Class	to	to	to	10-1-2010
Code	9-30- 2008	9-30- 2009	9-30- 2010	and after*
A	\$52.90	\$53.10	\$53.30	\$53.45
B	53.15	53.35	53.55	53.70
C	53.40	53.60	53.80	53.95
D	53.65	53.85	54.05	54.20

\* including October 1, 2011 and later.

*RJB*

*E.T. 11/27/17*

*276*

*CGS  
JLP  
10/17/19*



FIAT CHRYSLER AUTOMOBILES

Pension

(037) APPENDIX G

FOUNDRY SERVICE

A. For the sole purpose of Section (11), Subsection R. of the Pension Agreement, all hourly job classifications in effect on October 1, 1975, at the Indianapolis Foundry, Winfield Foundry, Huber Avenue Foundry and Fostoria Foundry Plants are designated as Foundry Jobs, except for those job classifications listed below for each respective plant.

1) Indianapolis Foundry (5108)

<u>Classification Number</u>	<u>Classification Title</u>
1048	Driver - Truck
1075	Driver - Truck & Tractor Trailer - Interplant Transportation
1086	Locomotive Switchman
2624	Band Sawyer - Metal
3071	Wire Cutter - Machine
3324	Checker
3465	Material Handler - Foundry (only those assigned to Warehouse)
3498	Packer or Nailer
3568	Tool Crib Attendant
4530	Repairman-Castings (only employees located at Mound Road Engine and Trenton Engine Plants)
4770	Scrap Metal - Sorter & Cutter
4809	Battery Man
4905	Janitor - Office
4928	Laborer - Maintenance (Carpenter & Blacksmith Helper)
4933	Laborer - Pattern Shop (include prior to 01/01/74)
5350	Inspector - Layout and Sample Check
5604	Blacksmith
5617	Carpenter
5621	Crane Operator - Locomotive
5654	Mechanic - Refrigeration & Air Conditioning
5668	Painter & Glazier - Maintenance

*WAK  
9/24/19  
WB  
W*

*CRS  
JPS  
9/18/19*

**277**

5719 Mechanic - Gas & Electric Jitney  
 5735 Recording Instrument – Maintenance and Repair  
 5805 Pattern Maker - Metal Patterns (include prior to 01/01/74)  
 5815 Pattern Repairman – Foundry Patterns (include prior to 01/01/74)  
 5905 Boiler Operator  
 5920 Compressor Operator  
 5942 Sewage Disposal Plant Operator  
 6175 Tool Maker - Jig & Fixture Builder  
 7089 Welder - Foundry (only employees located at Mound Road  
 Engine and Trenton Plants)

2) Winfield Foundry (5106)

<u>Classification Number</u>	<u>Classification Title</u>
------------------------------	-----------------------------

-NONE-

3) Huber Avenue Foundry (5109)

<u>Classification Number</u>	<u>Classification Title</u>
0615	Clerk - Factory
1048	Driver - Truck
1086	Locomotive Switchman
1296	Trouble Man - Foundry (only employees located at Mound Road Engine and Trenton Engine Plants)
3324	Checker
3568	Tool Crib Attendant
4530	Repairman - Castings (only employees located at Mound Road Engine and Trenton Engine Plants)
4599	Repairman - Welder - Major Machined Parts
4599	Repairman - Welder - Major Machined Parts (only employees located at Mound Road Engine and Trenton Engine Plants)
4770	Scrap Metal - Sorter & Cutter
4809	Battery Man
4857	Elevator Operator
4905	Janitor - Office
4933	Laborer - Pattern Shop
5350	Inspector - Layout & Sample Check
5365	Layout - Metal & Wood
5556	Machine Operator - Tool, Die & Maintenance
5604	Blacksmith
5613	Brick Mason & Cement Finisher
5617	Carpenter
5621	Crane Operator - Locomotive
5712	Repairman - Elevator
5719	Mechanic - Gas & Electric Jitney

*WHL  
9/24/19  
RAB*

*CAS*

*[Signature]  
9/18/19*

**270**

5777 Sheet Metal Worker  
 5805 Pattern Maker - Metal Patterns  
 5807 Pattern Maker - Wood  
 6270 Welder - Tool & Die  
 7089 Welder - Foundry (only employees located at Mound Road  
 Engine and Trenton Engine Plants)

4) Fostoria Foundry (5110)

Classification

<u>Number</u>	<u>Classification Title</u>
1048	Driver - Truck
3411	Material Dispatcher
3465	Material Handler - Foundry (only those assigned to yard)
3568	Tool Crib Attendant
4905	Janitor - Office
5350	Inspector - Layout & Sample Check
5365	Layout - Metal & Wood
5556	Machine Operator - Tool, Die & Maintenance
5604	Blacksmith
5617	Carpenter
5621	Crane Operator - Locomotive
5668	Painter & Glazier - Maintenance
5706	Repairman - Compressor
5719	Mechanic - Gas & Electric Jitney
5777	Sheet Metal Worker
5815	Pattern Repairman - Foundry Patterns

B. For the sole purpose of Section (11), Subsection R of the Pension Agreement, only those Clerical-Engineering-Technical job classifications listed below and in effect on October 1, 1975, at the Indianapolis Foundry, Winfield Foundry, Huber Avenue Foundry and Fostoria Foundry Plants are designated as Foundry Jobs.

1) Indianapolis Foundry (5108)

Classification

<u>Number</u>	<u>Classification Title</u>
110	Clerk - Jr. II (Casting Counter)
111	Clerk - General I (Scrap Checker)
211A	Engineer - Tool Engineering A
211B	Engineer - Tool Engineering B
541	Technician - Laboratory Engineering A (Chill Bench Testing)
549	Technician - Plant Laboratory (Chill Bench Testing)

2) Huber/Winfield Foundry (5109 & 5106)

Classification

<u>Number</u>	<u>Classification Title</u>
---------------	-----------------------------

*WJK  
9/24/19  
FAB  
10*

*CAS*

*JPS  
2/18/19*

*279*

215 Engineer - Quality Control  
 540 Technician – Laboratory Engineering B  
 541 Technician – Laboratory Engineering A  
 549 Technician - Plant Laboratory (Furnace Temperature Checking)  
 549 Technician - Plant Laboratory (Core & Mold Sand Testing)  
 549 Technician - Plant Laboratory (Winfield Foundry Technician)  
 585 Process Control Engineer – Foundry

3) Fostoria Foundry (5110)

Classification

<u>Number</u>	<u>Classification Title</u>
111	Clerk - General I (Core Room Checker, Foundry Dept. Checker, Cleaning Room Checker, <del>and Cleaning Room Checker</del> and Core Room Checker)
214	Analyst Quality Control
215	Engineer Quality Control
223	Schedule Man Planning

No other job classification(s) shall be designated a Foundry Job except that

(i) any job classification becoming effective at one of the above named four plants on or after October 1, 1975, shall be designated a Foundry Job, provided that such job classification

(a) supersedes or replaces a job classification that was a Foundry Job at such plant and

(b) becomes applicable to employees who perform substantially the same work as had been performed by employees while on a job classification that is or was a Foundry Job at such plant, and (ii) any job classification previously in effect at one of the above named four plants that was discontinued at such plant prior to October 1, 1975, shall be designated a Foundry Job if the work that was performed by employees on such discontinued job classification at the time of its discontinuance was substantially the same as work performed October 1, 1975, at the same plant by employees on a job classification that is a Foundry Job at such plant.

C. Notwithstanding Sections (A) and (B) above, the parties agree that, effective October 1, 2007, there are no longer any Foundry Jobs at ~~Chrysler Group~~ FCA US LLC.

WJK  
 9/24/19  
 FJR  
 VP

JRP CAS  
 9/18/19

200



FIAT CHRYSLER AUTOMOBILES

Pension

---

(041) SCHEDULE I

1. Jefferson North Assembly--Local 7, 889-Unit 3 & 412--Unit 2
2. Warren Truck Assembly--Local 140, 889-Unit 1 & 412--Unit 17
3. Chrysler Center--Power House--Local 412
4. Kokomo Transmission--Local 685 & 1302-Unit 1 & Unit 3
5. Warren Stamping--Local 869, 889-Unit 8 & 412--Unit 18
6. Chrysler Headquarters and Tech Center-Departments 1654, 1655 & 2980--  
Local 412 Unit 14
7. Kokomo Casting--Local 1166 & 1302-Unit 4 & Unit 3
8. FCA Transport, Inc.--Local 212
9. Mt. Elliott Tool & Die Manufacturing--Local 212
10. Marysville Axle-Local 961, 889-Unit 5, 412-Unit 21
11. Trenton Engine Complex-Local 372, 889-Unit 7, 412-Unit 25
12. Sterling Stamping--Local 1264, 889 -Unit 9 & 412--Unit 7
13. Belvidere Assembly--Local 1268 & 1761
14. Toledo Machining--Local 1435, Local 1435-Unit 4 and Unit 3
15. Sterling Heights Assembly--Local 1700, 889-Unit 14 & 412--Unit 51
16. Chrysler Technology Center--Local 889-Unit 2
17. Mopar Vehicle Protection--Local 889-Unit 4
18. Center Line Parts--Local 1248 & 889-Unit 10
19. Boston Parts--Local 422
20. New York Parts--Local 3039
21. Denver Parts--Local 186
22. Los Angeles Parts--Local 230
23. Chicago Parts--Local 1178
24. Cleveland Parts--Local 573
25. Portland Parts--Local 492
26. Dallas Parts Depot--Local 2360
27. Orlando Parts--Local 1649
28. Marysville Parts--Local 375 & 889-Unit 11
29. Minneapolis Parts--Local 125
30. Milwaukee PDC--Local 75
31. Atlanta Parts--Local 868
32. International Supply Operations--Local 889-Unit 12
33. Detroit Area Nurses--Local 412--Unit 57
34. Product Planning and Development--Local 412--Unit 1
35. Product Planning and Development--Local 412--Unit 10
36. ~~Product Planning and Development--Local 412--Unit 11~~ Romulus--Local 1248

PQB 11-26-19  
JP

281

CAS  
11/25/2019  
CDR

37. Product Planning and Development--Local 412--Unit 14
38. Automotive Sales Group--Local 412--Unit 32
39. Chelsea Proving Grounds--Local 1284
40. Arizona Proving Grounds--Local 509
41. Advanced Powertrain Manufacturing Eng.--Local 412--Unit 25
42. Parts Division--Local 412--Unit 23
43. Indiana Transmission Plant I--Local 685 & 1302 Units 1 & 3
44. Connor Avenue Assembly Plant--Local 212
45. Advanced Stamping Manufacturing Engineering--Local 212-Unit 77
46. ~~Mack I Avenue Engine Plant--Local 51, 889 Unit 6, & 412 Unit 9~~Detroit 2 Assembly Plant  
- Local 889 Unit 6 & 412 Unit 9
47. ~~Mack II Avenue Engine Plant--Local 51, 889 Unit 6, & 412 Unit 9~~QEC--Local 1248
48. Chrysler Pilot Operations - Local 212
49. Warren Parts - Local 1248
50. Indiana Transmission Plant II--Local 685 & 1302 Units 1 & 3
51. Dundee Engine Plant - Local 723
52. Tipton Transmission Plant - Local 685 & 1302 Units 1 & 3
53. Manufacturing Engineering - Local 212 Unit 77
54. Toledo Assembly Complex - Local 12
55. Sherwood--Local 1248
56. Centerline Packaging--Local 1248
57. Winchester--Local 946

CS  
11/25/2019  
CDR

PGR 11-26-19  
JP

282



FIAT CHRYSLER AUTOMOBILES

Pension

Overpayment Recoveries

October 14, 1996 September xx, 2019

(2) Overpayment Recoveries

International Union, UAW

Attention: ~~Mr. Jack Laskowski~~ Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

Errors will be corrected when found. In the event of an overpayment of an early retirement supplement, interim supplement, temporary benefit, ~~(or a basic pension, because a reduction was not made for an effective surviving spouse option)~~ resulting solely and clearly from a demonstrable management or administrator error, occurring on or after January 1, 1980 ~~discovered on or after January 1, 2020~~, the liability of the affected retiree or surviving spouse shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation, ~~however,~~ shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

WAL  
11/21/19  
GF RAB

283

ELJ  
JED  
4/12/19

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

Very truly yours,

CHRYSLER CORPORATION FCA  
US LLC

By R. F. Brown Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW

By Cynthia Estrada

By Leonard J. Paula

Letter Originated - September 15, 1979

W.L. Monroe (Corporation)

Marc Stepp (Union)

WHL  
11/21/19

RF  
RFB  
WP

284

LLS  
[Signature]  
11/21/19



FIAT CHRYSLER AUTOMOBILES

Pension

---

**Workers' Compensation Reduced By PTD Benefits**

~~October 29, 2007~~ September xx, 2019

(9) Workers' Compensation Reduced By PTD Benefits

International Union, UAW

Attention: ~~Mr. General Hollifield~~ Mrs. Cynthia Estrada

Dear ~~Sirs~~ Mrs. Estrada:

During the 2019 negotiations, the parties discussed the 2007 letter titled "Workers' Compensation Reduced by PTD Benefits." That letter agreement stated:

"This letter of agreement constitutes an amendment to the Chrysler LLC-UAW Pension Plan and shall be construed and applied as if it were therein incorporated.

Pursuant to Subsection 354 (14) of the Michigan Workers' Compensation Act, as amended, until termination or earlier amendment of the current Collective Bargaining Agreement, Workers' Compensation for employees shall not be reduced by disability retirement benefits payable under the Pension Plan, except that for the employees who are injured and retire on or after October 29, 2007, workers' compensation payments for such employees shall be reduced by disability retirement benefits payable under the Chrysler LLC-UAW Pension Plan to the extent that the combined workers' compensation payments, initial Social Security Disability insurance Benefit amount and the initial disability retirement benefit (per week) exceed the employee's gross Average weekly Wage at the time of the injury. In no event shall such reduction be greater than the disability retirement benefit payable."

As a result of the 2019 negotiations, the parties have agreed that the 2007 letter agreement titled "Workers' Compensation Reduced by PTD Benefits" will be eliminated on January 1, 2020 and that, pursuant to the Michigan Workers' Compensation Act, workers' compensation payable for any and all current and future retirees will be reduced, commencing

WHL  
11/21/19  
SF

205

CRS  
YMR  
11/15/19

January 1, 2020, by the pension or retirement payments payable under the FCA US LLC - UAW Pension Agreement, regardless of their date of retirement or injury.

Very truly yours,  
CHRYSLER FCA US LLC

By ~~James J. Bante~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By ~~General Holiefield~~ Cynthia Estrada

Letter Originated ~~September 16, 1982~~  
R.D. Gurdak (Company)  
Marc Stepp (Union)

W/11/19  
11/21/19  
JC

286

W/11/19 CAS  
11/15/19



FIAT CHRYSLER AUTOMOBILES

Pension

**Designated Contingent Annuitant Benefit**

~~October 22, 2015~~ September xx, 2019

(31) Designated Contingent Annuitant Benefit

International Union, UAW

Attention: ~~Mr. Norwood H. Jewell~~ Mrs. Cynthia Estrada

Dear ~~Sir~~: Mrs. Estrada:

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

**Designated Contingent Annuitant**

**A. Optional 100% Surviving Beneficiary Benefit**

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

(1) If the contingent annuitant is the employee's spouse, the benefit payable to the spouse shall be equal to 100% of the reduced monthly life income payable to the employee if the spouse survives the employee.

(2) If the contingent annuitant is not a spouse, the contingent annuitant benefit shall be equal to the lesser of

(i) 100% of the employee's reduced monthly life income benefit or

(ii) the maximum percentage of the employee's reduced monthly life income benefit set forth in Section 1.401(a)(9)-6TA-2(c)(2) of the IRS regulations, as they may be amended from time to time, if the contingent annuitant survives the employee.

(3) Married Employees

P9B 11-24-19 *VP*

287

*als*  
*JMS*  
10/17/19

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

(4) Election of Benefits

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

(5) Actuarial Equivalent

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

(6) Permanent Total Disability Retirements

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

(7) Irrevocable Election

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

**B. Optional 50% Surviving Beneficiary Benefit**

Beginning on or after June 1, 2004, an employee may elect a reduced monthly life income benefit payable during the retired employee's life, and upon death, a benefit equal to fifty percent (50%) of the reduced monthly life income benefit shall be paid during the life of, and to, the contingent annuitant designated by the employee in writing when the employee elects this form of survivorship benefit, if the contingent annuitant survives the employee.

(1) Married Employees

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

(2) Election of Benefits

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

(3) Actuarial Equivalent

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

(4) Permanent Total Disability Retirements

PQB 11-24-19 JP

200

265  
JPB  
10/17/19

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

(5) Irrevocable Election

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

**C. Optional 75% Surviving Beneficiary Benefit**

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

~~D.~~ (1) Married Employees

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

~~E.~~ (2) Election of Benefits

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

~~F.~~ (3) Actuarial Equivalent

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

~~G.~~ (4) Permanent Total Disability Retirements

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

~~H.~~ (5) Irrevocable Election

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

Please indicate your concurrence to the contingent annuitant payment.

Very truly yours,

FCA US LLC

By: ~~James J. Bant~~ Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By ~~Nerweed H. Jewell~~ Cynthia Estrada

FQB 11-24-19

289

CS  
10/27/19

New Pension

290



FIAT CHRYSLER AUTOMOBILES

Pension

AMC Pension Letter

September xx, 2019

(N-xx) AMC Pension Letter

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties discussed the 1996 letter agreement titled "AMC Pension Letter." That letter agreement states:

"During our discussion leading to the 1996 Collective Bargaining Agreement between Chrysler Corporation and the Union, the parties agreed that the American Motors-Union Retirement Income Plan shall be amended in regard to current and former employees represented by the UAW, including but not limited to Hudson-Nash-Kelvinator retirees, to incorporate the provisions of the 1996 Collective Bargaining Agreement between Chrysler Corporation and the UAW and the 1996 Chrysler-UAW Pension Agreement as follows:

I. Future Retirees - Employees Retiring On Or After October 1, 1996

1. All benefit rates (basic, interim, temporary and Special Age 65) and the monthly thirty and out supplemental allowance guarantee will increase by the same amounts and on the same effective dates as provided under the 1996 Chrysler-UAW Pension Agreement.

II. Current Retirees - Employees Retired Prior to October 1, 1996

1. All benefit rates (basic, interim, temporary, special survivor and Special Age 65) and the monthly thirty and out supplemental allowance guarantee will increase to the same level as provided to retirees and surviving spouses under the Chrysler-UAW Pension Agreement for similarly situated individuals (retirement date, age, etc.). The effective dates of the increases will be the same as under the 1996 Chrysler-UAW Bargaining Agreement.

2. Lump sum payments will be the same amount with the same payment date as provided under the 1996 Chrysler-UAW Bargaining Agreement.

III. Other Changes

Handwritten initials and date: WPK 11/16/19, PAB, and a signature.

Handwritten number: 291

Handwritten notes: CRS 10/30/2019, ODR

1. The earnings limitation for future and current retirees will be the same amount with the same effective date as provided under the 1996 Chrysler-UAW Pension Agreement.

2. Normal retirement will be provided at or after age 65 with one or more years of credited service.

3. Provide AMC retirees who (1) had hourly service, (2) transferred to and were on the salary roll as of 1-1-75, (3) had their hourly service transferred to the salary roll as of 1-1-75 and (4) subsequently returned and retired from the hourly roll, pension increases based on all of their hourly service (including hourly service previously transferred to the salary Plan). All hourly service pension benefit increases will be paid from the American Motors-Union Retirement Income Plan.

4. Special Early retirement eligibility at age 50 will be provided under the American Motors-Union Retirement Income Plan in the event of a plant closing for employees who have credited service under the American Motors - Union Retirement Income Plan and who retire Special Early under the Chrysler-UAW Pension Agreement as a result of such plant closing."

As a result of the 2019 negotiations, the parties have agreed that the 1996 letter agreement, referenced above, has historical significance and should be preserved in the 2019 FCA US LLC - UAW Pension Agreement.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

WAK  
11/8/19  
RAB  
[Signature]

CRS  
CDR  
10/30/2019

292



FIAT CHRYSLER AUTOMOBILES

Pension

**AMC/Jeep/UAW Plan Merger**

September xx, 2019

(N-xx) AMC/JEEP/UAW Plan Merger

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties have agreed that the Chrysler Group FCA US LLC – UAW Pension Agreement (the "UAW Pension Plan"), shall be modified to provide for the merger of (1) the Jeep Corporation - UAW Retirement Income Plan (the "Jeep Plan") and (2) the American Motors - Union Retirement Income Plan (the "AMC Plan") (together, the "Prior Plans") shall be amended to permit the merger of (1) the Jeep Plan and (2) the AMC Plan (the "Prior Plans"). The Prior Plans and their associated trusts shall be merged with and into the UAW Pension Plan on or before December 31, 2012.

On and after January 1, 2013, or the The day following the plan merger date if earlier than December 31, 2012, the Pension UAW Plan will provide retirement and certain other benefits previously provided under the Pension UAW Plan and the Prior Plans for employees represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and affiliated Local Unions (together, the "UAW").

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

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

*WAK  
11/22/19  
ZAB  
WP*

*293*



FIAT CHRYSLER AUTOMOBILES

Pension

**Credited Service for Hourly Vacation**

September xx, 2019

(N-xx) Credited Service for Hourly Vacation

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the parties discussed the Union's concerns related to credited service for vacation time for hourly employees under the FCA US LLC - UAW Pension Agreement (the "UAW Plan"), the Jeep Corporation - UAW Retirement Income Plan (the "Jeep Plan") and the American Motors - Union Retirement Income Plan (the "AMC Plan") (all plans collectively referred to in this letter as the "Plans"). The Union expressed an interest in amending the UAW Plan, Section (11) Credited Service and Records, the Jeep Plan, Article II, Section (2), and the AMC Plan, Article III, Section (2) to provide for credited service for vacation time for hourly employees.

The parties agreed that the Plans may be amended to provide credited service for vacation time earned by and paid to hourly employees on and after the effective date of these amendments and that the rules for crediting service as set forth in UAW Plan, Section 11, Jeep Plan, Article II, Section (2) and AMC Plan, Article III, Section (2) will apply.

The parties agreed to make these amendments if and when the funding-based restrictions currently applicable to the UAW Plan pursuant to Internal Revenue Code Section 436 and the Treasury Regulations promulgated thereunder no longer apply, with the understanding that the proposed amendments' prospective impact on the Plans' funding percentage must not trigger the application of funding-based restrictions pursuant to Internal Revenue Code Section 436 and the Treasury Regulations promulgated thereunder.

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

*PAB 11-24-19*  
*[Signature]*

*294*

*CLS*  
*[Signature]*  
*11/27/19*



FIAT CHRYSLER AUTOMOBILES

Pension

**Electronic Funds Transfer (EFT)**

Electronic Funds Transfer (EFT)

September xx, 2019

Electronic Funds Transfer (EFT)

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

To address this issue:

1. Participants Initiating Payment. The parties agreed that during the term of this Agreement, participants initiating payment on and after a date in 2020 agreed to by the parties, will be required to enroll in paperless Electronic Funds Transfer (EFT) at a financial institution of their choice. This will allow for immediate availability of funds on the date of deposit and eliminate PII security issues posed by checks and paper statement advices. These participants will have the ability to view their payment detail on-line monthly and also will receive an annual statement mailed to their address of record in December. Participants choosing to receive monthly statements mailed to their address of record, will be required to contact Benefit Connect.
2. Current Participants in Pay Receiving Checks. The Company will initiate communication to current participants in pay who are not enrolled in EFT in order to promote the benefits of and encourage their enrollment in EFT.
3. Current Participants in Pay, Enrolled in EFT with Paper Statement Advices. On and after a date in 2020 agreed to by the parties, all participants enrolled in EFT with paper statement advices being mailed to their address of record will be changed to paperless with the ability to view their payment detail on-line monthly and also will receive an annual statement mailed to their address of record in December. Participants choosing to

74B  
11-24-19  
MP

295

CS  
11/17/19

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

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW  
By Cynthia Estrada

RQB  
11-24-19  
[Signature]

296

[Signature] 425  
11/17/19



FIAT CHRYSLER AUTOMOBILES

Pension

---

**FCA-UAW Pension Plan Funding**

September xx, 2019

(N-xx) Chrysler FCA-UAW Pension Plan Funding

International Union, UAW

Attention: Mr. General Holiefield Mrs. Cynthia Estrada

Dear Sir Mrs. Estrada:

This letter confirms recent discussions between the Company and the Union regarding the funded status of the Chrysler Group FCA US LLC UAW Pension Plan (the "Plan").

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

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

The Company agreed to at all times to comply with IRC Section 436 and related regulations and guidance thereunder. Based on benefits in effect as of ~~October 1, 2010~~ November 1, 2019, if the Plan's funded status falls below thresholds that would prohibit those contractually agreed benefits from accruing or being paid, the Company would take an action to forfeit that portion of the funding standard carryover balance and the pre-funding balance required to maintain such pension benefits for UAW members.

293 11-26-19 [signature]

297

cds  
CDR  
11/25/19

In the unlikely event benefit restrictions continue to apply after the action described above, then the Company and the Union shall meet to discuss funding alternatives and/or consider other actions to avoid or mitigate any harm to UAW members.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

CJS  
COR  
11/25/19

Accepted and approved:  
International Union, UAW

By: General Holiefield Cynthia Estrada

RJB  
11-26-19  
W

298



FIAT CHRYSLER AUTOMOBILES

Pension

Pension De-risk Considerations

September xx, 2019

(N-xx) Pension De-risk Considerations

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the risks to Chrysler Group LLC ("Chrysler") FCA US LLC ("FCA") presented by Chrysler's FCA's U.S. qualified pension plan obligations currently assessed at \$24.9 \$19.4 billion. The obligation associated with the Chrysler's FCA's UAW negotiated plans represents 65% 70% of this amount.

The risks presented by these pension liabilities impact Chrysler's FCA's balance sheet and liquidity due to funded status volatility arising from changes in interest rates, investment returns, other critical assumptions and benefit levels. The underfunded unfunded pension liability is treated as debt by rating agencies and investors, impacting Chrysler's FCA's ability to achieve or maintain an investment grade credit rating. The liability also negatively impacts Chrysler's FCA's ability to increase its equity value.

The parties further discussed the possibility of amending the pension plan(s) to provide additional options for certain current terminated vested participants (and surviving spouses and alternate payees thereof) that would help Chrysler FCA manage its pension risk, and benefit such participants that voluntarily agree to participate. To this end, the parties may mutually agree during the term of this Agreement to amend the pension plan to add payment options for some or all terminated vested participants that help Chrysler FCA reduce the volatility and risk related to the pension plan(s).

Very truly yours,  
FCA US LLC

By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW

By Cynthia Estrada

XAB 11-29-19  
E.T.

299

CTD  
11-29-19

## Deleted Pension

300



FIAT CHRYSLER AUTOMOBILES

Pension

Re-employed Retirees

October 14, 1996  
(3) Re-employed Retirees

International Union, UAW

Attention: Mr. Jack Laskowski

Gentlemen:

~~\_\_\_\_\_ This letter will confirm the understanding we reached with you during the current negotiations regarding the intent of the parties with respect to the circumstances under which former employees who retire under the Chrysler UAW Pension Agreement may subsequently be re-employed by the Corporation for short periods of time.~~

~~\_\_\_\_\_ First, the Corporation intends to hire retirees only where such individuals possess a particular knowledge or skill which is in short supply in the labor market and where the particular knowledge and skill is required only for a limited short period of time. Second, the Corporation does not intend to utilize the arrangement in any situation where regular full time seniority employees who are qualified to perform the available work are on layoff or where the work can be performed by regular employees through promotion. Third, the Corporation does not intend to make re-employment generally available to retired employees of the Corporation, nor does it intend to offer re-employment to any specific segment or category of such retired employees.~~

~~\_\_\_\_\_ Very truly yours,  
\_\_\_\_\_ CHRYSLER CORPORATION  
\_\_\_\_\_ By R. F. Brown~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula  
Letter Originated September 15, 1979  
W.L. Monroe (Corporation)  
Marc Stepp (Union)

*CAS*  
*[Signature]*  
*10/2/19*

*WAL*  
*10/11/19*  
*[Signature]*

*301*



FIAT CHRYSLER AUTOMOBILES

Pension

Investments

September 29, 2003  
(5) Investments

International Union, UAW

Attention: Mr. Nate Goeden

Dear Sirs:

\_\_\_\_\_ This will confirm the understanding we reached with you in negotiations leading to the new Pension Agreement of today's date between Chrysler Corporation and the Union with respect to certain investments that might be made with a portion of the contributions of the Pension Fund.

\_\_\_\_\_ It was agreed that upon and subject to the terms set forth in this letter, a portion of the Corporation's annual contribution to the Pension Fund maintained under the Pension Agreement for each year this letter remains in effect, not exceeding five percent (5%) of the amount of such contribution that is available for investment after deducting the portion of the benefits payable under the Pension Plan for such year which is in excess of the investment income (including dividends and interest, but excluding both realized and unrealized capital gains) earned by the Pension Fund may be invested in (1) residential mortgages in communities where there are substantial numbers of UAW members, and (2) debt obligations of nonprofit nursing homes, nursery schools, federally qualified health maintenance organizations, hospitals or similar nonprofit institutions in communities where there are large concentrations of UAW members. As mortgages and debt obligations are amortized, the principal portion of such payments made to the Pension Fund will be considered as amounts available for further investment in such mortgages and debt obligations. Solely for purposes of this paragraph, the Corporation's annual contribution to the Pension Fund shall be estimated by the plan's qualified actuary based on an assumed rate of investment return of 8% compounded annually. In any event, the portion of the fund set aside for the above purposes for Plan Years 2004, 2005, 2006 and 2007 in aggregate shall not be less than \$10 million.

\_\_\_\_\_ The residential mortgages will be available for and are intended to primarily consist of mortgages on single and multiple family dwellings (including cooperatives and condominiums), the purchase price of which is equal to or below the average purchase

mark  
10/1/03  
RAB  
JP

302

CWS  
10/2/03

price of similar housing in the community involved. The communities in which such mortgage financing will be made available will be selected and recommended to the trustees of the Pension Fund by the Investment Advisory Committee provided for in this letter. It is intended that such mortgage financing will be at rates and upon terms prevailing in the communities selected and will be available to the general public, including UAW members, but shall not be limited only to UAW members. The Investment Advisory Committee will recommend to the investment managers of the Pension Fund annually investments in nonprofit institutions of the kind described above which the Committee deems appropriate.

It was also agreed that the Union may submit to the investment managers of the Pension Fund annually a list of not more than ten (10) companies, including companies doing business in or with South Africa, and those selling that country military

equipment or supplies, and to companies transporting military equipment or supplies to it, with the recommendation that the investment managers refrain from investing any of the funds of the Pension Fund in the securities of such companies. Such recommendation shall not apply with respect to any portion of the Pension Fund that is invested in interests in a common or collective trust fund or pooled investment fund maintained by any of the investment managers or to any insurance contract constituting part of the Pension Fund.

There shall be established an Investment Advisory Committee consisting of six members, three of whom shall be appointed by the Corporation (the "Corporation Members"), and three of whom shall be appointed by the International Union, UAW (the "Union Members"). The powers and authority of the committee shall be limited to (i) selecting and recommending to the investment managers of the Pension Plan the communities in which the residential mortgage financing described above will be made available, and (ii) annually recommending to such investment managers investments in nonprofit institutions described above which the Committee deems appropriate. At any meeting of the Committee, at least two Union Members and two Corporation Members shall be required to be present to constitute a quorum for transacting business, and the Corporation Members shall have a total of three votes and the Union Members shall have a total of three votes. The votes of any absent member shall be divided equally between the members present who were appointed by the same party. Decisions of the Committee shall be by a majority of the votes cast. In the event of a tie vote, the matter shall be referred to the Impartial Chairman of the Appeal Board under the collective bargaining agreement applicable to production and maintenance employees of the Corporation, who shall cast the deciding vote. The fees and expenses of the Impartial Chairman shall be shared equally by the Corporation and the Union. The Corporation Members and the Union Members shall serve without compensation as such.

The investment managers of the Pension Fund shall exercise investment judgment with respect to recommendations received by them from the Investment Advisory Committee and the Union. The investment managers have the responsibility to secure, over the long term, the maximum attainable total return on investment consistent with the principles of sound, prudent pension fund management. They are expected to discharge their duties solely in the interest of Plan participants and beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries, to avoid prohibited transactions, and to meet all other fiduciary responsibilities imposed by the

WAK  
10/19  
RAB  
JP

303

CMS  
10/2/19

Employee Retirement Income Security Act of 1974 ("ERISA") or other applicable law. Also they are expected to discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. It is intended that the investment managers of the Pension Fund shall continue to have full investment discretion. Accordingly, if in the judgment of the investment managers, any recommendation of the Investment Advisory Committee or the Union should not be implemented because in the exercise of their investment responsibilities they conclude that the recommended action is not appropriate or it otherwise does not meet the standards of prudence required or is not consistent with the fiduciary obligations and responsibilities of the investment managers, they shall not implement the request and shall so inform the Committee or the Union.

\_\_\_\_\_ The Corporation and the Union agree that each of them will not privately or publicly urge the investment managers to reject any recommendation given to them pursuant to this letter.

\_\_\_\_\_ Nothing in this letter shall prevent the investment managers of the Pension Fund from investing in their discretion a larger amount of the Pension Fund than that specified in the second paragraph of this letter in investments of the type described in that paragraph.

\_\_\_\_\_ This letter is subject to the requirement that there are maintained continuously (i) a ruling satisfactory to the parties from the United States Department of Labor to the effect that implementing this letter will not violate any of the provisions of Title I, Subtitle B, Part 4 of ERISA and (ii) a determination letter satisfactory to the parties from the District Director of Internal Revenue Service to the effect that implementing this letter will not cause the Pension Plan and the Pension Fund to fail to continue to qualify under the applicable sections of the Internal Revenue Code relating to qualified pension plans and trusts.

\_\_\_\_\_ Very truly yours,

\_\_\_\_\_ CHRYSLER CORPORATION

\_\_\_\_\_ By James J. Bante

Accepted and Approved:

INTERNATIONAL UNION, UAW

By Nate Goeden

Letter Originated - October 14, 1996

R.F. Brown (Corporation)

Leonard J. Paula (Union)

CRS  
[Signature]  
20/2/19

WJK  
12/19  
79B  
[Signature]

304



FIAT CHRYSLER AUTOMOBILES

Pension

Special Early Offer - Hourly/Salary

October 14, 1996

(6) Special Early Offer - Hourly/Salary

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

~~In our negotiations concluded today, the parties discussed at length the standards applied by the Corporation in the administration of the "Special Early Retirement" provision of the Chrysler-UAW Pension Agreement.~~

~~The Corporation advised the Union that, due to the extraordinary economic circumstances affecting the Corporation, it has been necessary to accomplish a restructuring and downsizing of the Corporation and, attendant thereto, to substantially and permanently reduce the size of the Corporation's salaried workforce. In order to effect such permanent reductions, the Corporation has offered affected salaried employees, otherwise eligible, Special Early retirement. This is to advise you that, if during the term of the current National Agreement, the Corporation finds it necessary, in order to accomplish an additional restructuring and downsizing of the Corporation, to make further permanent reductions in its salaried workforce through Special Early retirements, the Corporation will contemporaneously offer Special Early retirement to affected hourly employees, otherwise eligible, where permanent reductions are then similarly required.~~

~~Very truly yours,  
CHRYSLER CORPORATION  
By R. F. Brown~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated January 14, 1984  
R. D. Gurdak (Corporation)  
Marc Stepp (Union)

*PGR 11-24-19*

**305**

*CRS  
RFB  
9/18/96*



FIAT CHRYSLER AUTOMOBILES

Pension

IRS Approvals

October 14, 1986  
(10) IRS Approvals

International Union, UAW

Attention: Mr. Jack Laskewski

Dear Sirs:

~~\_\_\_\_\_ This is to confirm the understanding reached between the parties during the current negotiations that, notwithstanding anything in the Pension Agreement to the contrary, implementation of amendments to the Plan resulting from these negotiations will not be delayed pending the receipt by the Corporation of required Internal Revenue Service approvals set forth in Section (20) of the Pension Plan.~~

~~\_\_\_\_\_ Very truly yours,  
\_\_\_\_\_ CHRYSLER CORPORATION  
\_\_\_\_\_ By R. F. Brown~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated - September 5, 1983  
R.D. Gurdak (Corporation)  
Marc Stepp (Union)

*WJK  
10/21/19  
RFB  
W*

*306*

*CRS  
RFB  
9/27/19*



FIAT CHRYSLER AUTOMOBILES

Pension

PTD Study

October 14, 1986  
(13) PTD Study

International Union, UAW  
Attention: Mr. Jack Laskowski

Dear Sirs:

~~During the current negotiations, the parties discussed the requirements under which an employee could qualify for a Permanent Total Disability (PTD) retirement under Section (8) of the Chrysler UAW Pension Plan.~~

~~The Corporation expressed its concern relative to the volume of PTD retirements processed in recent years and indicated its desire to review:~~

- ~~(1) the definition of PTD to determine its continued appropriateness and,~~
- ~~(2) the medical verification process for determining an applicant's eligibility for a PTD retirement.~~

~~Since an in-depth review of this subject matter would require a considerable time commitment, the parties agreed that they would initiate a study during the term of this Agreement to determine whether such PTD qualification requirements under Section (8) of the Plan should be amended.~~

~~Very truly yours,  
CHRYSLER CORPORATION  
By R. F. Brown~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated May 14, 1988  
R.D. Gurdak (Corporation)  
Marc Stepp (Union)

mk  
9/24/19  
RAB  
JP

307

CAS  
RFB  
9/18/19



FIAT CHRYSLER AUTOMOBILES

Pension

Hourly Benefits Statement

October 14, 1996  
(16) Hourly Benefits Statement

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

~~\_\_\_\_\_ This will confirm the understanding reached between the parties during the current negotiations that the Corporation will annually furnish a Benefits Statement to hourly employees represented by the UAW.~~

~~\_\_\_\_\_ It is expected that such an hourly Statement will contain information similar to that provided salaried employees represented by the UAW and will be distributed to employees as soon as practicable after the end of each calendar year. To the extent that a Benefits Statement cannot be mechanically generated for certain employees (e.g., employees on various leaves of absence or layoff, employees age 65 or older, etc.), a Benefits Statement will not be issued to them.~~

~~\_\_\_\_\_ During the course of the Statement's development, the Union will be provided drafts of the Statement for their review and comment.~~

~~\_\_\_\_\_ Very truly yours,  
\_\_\_\_\_ CHRYSLER CORPORATION  
\_\_\_\_\_ By R. F. Brown~~

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

Letter Originated May 14, 1988  
R.D. Gurdak (Corporation)  
Marc Stepp (Union)

*wrk  
10/16/19  
PQB  
[Signature]*

*308*

*CDR  
[Signature]  
10/16/19*



FIAT CHRYSLER AUTOMOBILES

Pension

**GEMA Employee Participation in Pension Agreement**

October 12, 2011

(33) GEMA Employee Participation in Pension Agreement

International Union, UAW

Attention: General Holiofield

Dear Sirs:

~~Concurrent with these negotiations, the Company and Union discussed issues concerning the possible inclusion of Global Engine Manufacturing Alliance, LLC (GEMA) hourly classified employees in the Agreement between Chrysler Group LLC and the UAW, Production, Maintenance and Parts, dated October 12, 2011. These discussions include the eligibility and conditions relating to GEMA employee participation in any of the various benefit programs that are available to other UAW employees covered under the Chrysler Group LLC UAW National Agreement.~~

~~To the extent these discussions result in an agreement to include or exclude GEMA UAW employees in this Pension Agreement, the parties agree that this Pension Agreement will be appropriately amended to reflect the details of such agreement.~~

Very Truly yours,  
Chrysler Group LLC  
By James J. Bante

Accepted and Approved

International Union, UAW  
By General Holiofield

WJB  
10/13/11  
14/B  
JTB

309

CS  
9/27/11



FIAT CHRYSLER AUTOMOBILES

Pension

(N-104) MOU - FCA US LLC - UAW Pension Agreement - IRC Section 436

Relevant language moved to Section 4 - Applicability of Pension Plan and Benefits for Retirement under Prior Pension Plan

Memorandum of Understanding  
FCA US LLC - UAW Pension Agreement  
IRC Section 436

September 15, 2015

The parties have discussed Internal Revenue Code Section 436 as it relates to the FCA US LLC - UAW Pension Agreement (the "Plan"). To the extent permitted by Code Section 436 and the Treasury Regulations promulgated thereunder, the parties agree to amend Section 4(G) of the Plan to provide the following upon cessation of applicable Code Section 436 limitations, based on the similar terms of the UAW sponsored Pension Plans' Code Section 436 amendments adopted on November 7, 2013:

- a) A provision allowing for the resumption of prohibited payments
- b) Restoration of benefits accruals that were not permitted to accrue
- c) Retroactive payment of any shutdown or UCEB benefits that are prohibited
- d) A provision allowing plan amendments to take effect retroactively

However, notwithstanding the foregoing, FCA US LLC (the "Company") shall not in any event be required to make contributions to the Plan solely to avoid application of the funding based restrictions under Code Section 436 and the Treasury Regulations promulgated thereunder, and the resumption of prohibited payments, restoration of benefit accruals, retroactive payments and retroactive plan amendments shall only be effective if such resumption, restoration, retroactive payment or retroactive amendment does not cause the funding based restrictions under Code Section 436 and the Treasury Regulations promulgated thereunder to apply.

The parties have agreed that the Company will draft an amendment to the Plan as soon as is reasonably possible to effectuate the foregoing.

For the International Union,  
United Automobile, Aerospace and  
Agricultural Implement Workers of America (UAW)

Norwood H. Jewell

For FCA US LLC (Company):

James J. Bante

*WJB*  
*10/16/19*  
*PJB*  
*YB*

*CDR*  
*10/14/19*  
*CKS*

**310**

## Modified Savings Plan



FIAT CHRYSLER AUTOMOBILES

SAVINGS

---

**(000) Hourly Employees' Deferred Pay Plan Cover Sheet**

FCA US LLC  
UAW SAVINGS PLAN

Amended and Restated

Effective ~~September 15, 2015~~ \_\_\_\_ xx, 20xx

WAK  
10/8/19  
PQR  
VPO

312

JR  
CAS  
10/2/2019



FIAT CHRYSLER AUTOMOBILES

## SAVINGS

---

### (001) Introduction

#### FCA US LLC UAW SAVINGS PLAN

#### INTRODUCTION

Effective as of January 1, 1985, Chrysler Corporation (or between June 1, 1986 and December 31, 1989 its subsidiary Chrysler Motors Corporation), a corporation organized and existing under the laws of the State of Delaware, adopted the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and transferred certain assets for hourly non-skilled trades employees who formerly were participating in the Deferred Pay Plan, Part B of the Chrysler Employee Stock Ownership Plan. Effective as of October 1, 1989 the Chrysler Deferred Pay Plan for Hourly Skilled Trades Employees was merged into the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and the name of the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) was changed to the Chrysler Hourly Employees' Deferred Pay Plan (hereinafter called the "Plan").

Effective March 1, 1999, the name of the Plan was changed to the DaimlerChrysler Corporation Hourly Employees' Deferred Pay Plan, to reflect the integration of Chrysler Corporation and Daimler Benz AG as of November 12, 1998. The Company has further amended the Plan in certain respects from time to time thereafter to incorporate various design and other changes.

Effective January 1, 2001, the Plan was amended and restated to incorporate the changes necessary to reflect the integration of Chrysler Corporation and Daimler Benz AG on and after November 12, 1998, as well as changes necessary to comply with the General Agreement on Tariffs and Trade, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001, and related legislation and other guidance issued thereunder. Certain of these changes were effective on dates other than January 1, 2001.

Effective January 1, 2009, except as otherwise provided herein or in resolutions of the Board of Managers of Chrysler LLC or the Committee, the Plan was amended and restated to reflect the change of the Plan's name to the Chrysler LLC Hourly Employees' Deferred Pay Plan, and incorporate all of the changes necessary to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001.

Effective January 1, 2012, the Plan was amended and restated to comply with the provisions of Code section 402A (Roth deferrals) and to reflect the provisions of applicable collective bargaining agreements relating to Company contributions on behalf of certain eligible employees.

Effective January 1, 2014, the Plan was amended and restated for purposes of the Plan's IRS determination letter application and to make certain changes related to Plan administration, and effective December 15,

2015  
10/15/19  
RAB  
JP

313

JRE CRS  
9/27/2019

2014, to reflect the change of the Plan's name to the "FCA US LLC Hourly Employees' Deferred Pay Plan."

Effective September 15, 2015 or as otherwise provided herein, the Plan is hereby amended and restated to reflect the agreement reached pursuant to the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and the Plan renamed as the "FCA US LLC UAW Savings Plan."

Effective xx/xx/xxxx or as otherwise provided herein, the Plan is hereby amended and restated to reflect the agreement reached pursuant to the 2019 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

References in the Plan to "FCA US LLC" or the "Company" shall, as appropriate, be interpreted to refer to "Chrysler," "Chrysler Corporation," "DaimlerChrysler," "DaimlerChrysler Corporation," "Chrysler LLC" or "Chrysler Group LLC" (regardless of whether the terms are used to refer to the corporate entity, to the name of an employee benefit plan, or otherwise) for periods prior to the Effective Date of this Restatement.

wmk  
12/19  
PAB  
W

CRS  
9/27/2019

314



FIAT CHRYSLER AUTOMOBILES

## SAVINGS

---

### (002) Article I Definitions

#### ARTICLE I Definitions

**1.01 Definitions.** The following terms when used in this Plan, unless the context clearly indicates otherwise, shall have the meanings set forth below:

(a) The term "Account" means the assets credited to a Participant in the Trust Fund established under this Plan, segregated according to assets representing the Participant's Pre-Tax Savings, the Participant's Roth Savings, the Participant's After-Tax Savings, the Participant's Rollover Contributions, if any, the Participant's Transfer Contributions, if any, and Company Retirement Contributions.

(b) The term "Affiliated Company" shall mean any entity, other than the Company, during the period in which such entity is (1) a member of a controlled group of corporations, within the meaning of section 1563(a)(1) of the Code, determined without regard to sections 1563(a)(4) and 1563(e)(3)(C) of the Code, of which the Company is a member; or (2) a member of a group of trades or businesses under common control, within the meaning of section 414(c) of the Code, with the Company; (3) any organization (whether or not incorporated) which is a member with the Company of an affiliated service group as defined in Code section 414(m); and (4) any other entity required to be aggregated with the Company under regulations issued pursuant to Code section 414(o).

(c) The term "After-Tax Savings" means the amounts saved by an Employee in the Plan, pursuant to Section 3.01(b) hereof.

(d) The term "After-Tax Savings Account" means that portion of a Participant's Account under the Plan to which After-Tax Savings and the earnings thereon are credited.

(e) The term "After-Tax Savings Agreement" means an agreement between an Employee and the Company entered into pursuant to Section 2.02 hereof.

(f) The term "Automatic Contribution Employee" means, ~~effective January 1, 2016~~, each Employee who satisfies the requirements of Section 2.01 of the Plan. An Employee shall cease to be an Automatic Contribution Employee if the Employee makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Employee's Compensation than provided by Section 2.07(b) or, effective January 1, 2020, 2.07(c) hereof, as applicable, or (ii) not have any Pre-Tax Savings or Roth Savings made on his behalf.

PQB 11-24-19

315

CCJ  
11-17-2019  
MD

(g) The term "Automatic Contribution Participant" means an Automatic Contribution Employee who becomes a Participant pursuant to Section 2.07(a) hereof. An Automatic Contribution Participant shall cease to be an Automatic Contribution Participant if the Participant makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.

(h) The term "Automatic Increase Participant" shall mean an Automatic Contribution Participant whose percentage of Compensation contributed to the Plan as Pre-Tax Savings is increased pursuant to Section 2.07(e) hereof or who automatically is treated as an Automatic Increase Participant pursuant to such Section. An Automatic Increase Participant shall cease to be an Automatic Increase Participant (1) as provided in Section 2.07 hereof, or (2) if the Participant makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c) (or as it may be increased under Section 2.07(d)), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.

(hj) The term "Beneficiary" means any one or more individuals, partnerships, corporations, fiduciaries or other entities designated as the beneficiary or contingent beneficiary to receive any death benefits payable under this Plan as permitted under the provisions of this Plan.

(ii) The term "Code" shall mean the Internal Revenue Code of 1986, as amended. A reference to any section of the Code shall also be deemed to refer to any successor statutory provision.

(ki) The term "Company" shall mean FCA US LLC and any Affiliated Company which the Committee from time to time may designate by resolution as a subsidiary or affiliate to which, and to all or certain of the Employees of which, this Plan shall be applicable, as mutually agreed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. Any reference in this Plan to FCA US LLC or any Affiliated Company shall include a reference to any predecessor or successor corporation as the context dictates. Prior to December 15, 2014, FCA US LLC was known as "Chrysler Group LLC."

(lk) The term "Company Contributions" shall mean the amounts contributed by the Company to the Trust Fund pursuant to Section 3.02 hereof (including, where applicable, amounts contributed pursuant to Appendix V).

(ml) The term "Company Retirement Contributions" means amounts contributed by the Company to the Trust Fund pursuant to Section 3.02(b) hereof.

(~~nm~~) The term "Committee" shall mean the administrator of the Plan as more fully described in Section 7.01.

(~~oa~~) The term "Compensation" shall mean the wages paid by the Employer to a Participant, including overtime pay, bonuses, commissions, differential wage payments (as defined in Code section 3401(h)), fees, and other special compensation, if any, which is paid by the Employer to an Employee during a Plan Year, including for such Plan Year all of a Participant's salary reductions made pursuant to an arrangement maintained by an Employer under sections 125, 132(f) or 401(k) of the Code during the Plan Year, but excluding reimbursement for expenses. In addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, Compensation taken into account under the Plan shall

PGB 11-24-19 *VP*

310

11-17-2019  
CWS  
MD

not exceed the applicable dollar limit under Code section 401(a)(17)(A) (\$230,000 for the 2008 Plan Year), adjusted for changes in the cost of living as provided in Code section 401(a)(17)(B). For purposes of Pre-Tax Savings and Roth Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to a Deferred Pay Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to a Deferred Pay Agreement. For purposes of After-Tax Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to an After-Tax Savings Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to an After-Tax Savings Agreement. If a Plan Year is shorter than twelve months, the foregoing 401(a)(17) Limit for the short Plan Year shall be multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve.

(pe) The term "Corporate Payroll Department" shall mean, for Participants paid by the central payroll departments of FCA US LLC, such central payroll departments. For other Participants, it shall mean such central payroll department which performs for such Participants functions similar to those performed by the FCA US LLC payroll departments.

(qp) The term "Deferred Pay Agreement" shall mean an agreement between a Participant and the Employer entered into pursuant to Section 2.02 hereof.

~~(rq) The term "Disability" shall mean, as determined by the Committee, any medically determinable physical or mental impairment that is of such permanence and degree that the Participant is, and for the indefinite future will be, unable to perform substantial, gainful activity commensurate with his training, education, and experience, and comparable to his then or prior services for the Employer solely for purposes of distribution under this plan, (1) designation of a Permanent and Total Disability under the FCA US LLC - UAW Pension Agreement; or (2) designation of disability by the U.S. Social Security Administration. The Participant shall be required to provide a valid award letter from the U.S. Social Security Administration of such disability.~~

This designation will be applicable solely for distributions for disabled Participants under this Plan.

(sf) The term "Employee" shall mean each common law employee of the Employer who is employed at an hourly rate of Compensation by the Employer and, effective January 1, 2016, each salaried bargaining unit employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). In addition, the only Employees who are eligible to participate in this Plan are those permitted to participate in accordance with the provisions of Article II.

(ts) The term "Employer" shall mean the Company and certain of its subsidiaries and affiliates that adopt the Plan with the approval of the Committee, as set forth in Appendix III.

(ut) The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(vu) Effective January 1, 2019, ~~the~~ term "Highly Compensated Employee" shall mean an Employee who: (A) was a 5% owner (as defined in section 416(i) of the Code) at any time during the Plan Year or the preceding Plan Year; or (B) received Earnings (as defined in paragraph (e) of Appendix I hereto) in excess of \$80,000 (as adjusted under section 415(d) of

PJB 11-24-19

317

CBS  
11-17-2019  
MD

the Code to take into account any cost-of-living adjustment provided for that year) during the preceding Plan Year, ~~and was in the top 20% of Employees when ranked on the basis of Earnings for that year.~~ The determination of whether an Employee is a Highly Compensated Employee will be made with reference to the definitions provided in Code section 414(q) and any regulations issued by the Secretary of the Treasury thereunder.

(~~wv~~) The term "Named Fiduciary" means the Committee.

(~~xw~~) The term "Normal Retirement Age" shall mean the 65th birthday of a Participant.

(~~yx~~) The term "Participant" shall mean an Employee who has become a Participant in the Plan as provided in Section 2.02 hereof. In addition, if a Participant ceases to be an active Participant for any reason, such Participant thereafter shall be entitled to the same rights as to withdrawals, investment fund transfers, Rollover or Transfer Contributions, and distributions upon severance from employment as active Participants in the Plan.

(~~zy~~) The term "Plan" shall mean the FCA US LLC UAW Savings Plan (including all Appendices) as set forth herein or in any amendments hereto. The Plan was previously known as the "FCA US LLC Hourly Employees' Deferred Pay Plan."

(~~aa~~) The term "Plan Year" shall mean the calendar year.

(~~baa~~) The term "Pre-Tax Savings" means the amounts of an Employee's Compensation deferred on a pre-tax basis as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement.

(~~cbb~~) The term "Pre-Tax Savings Account" means that portion of a Participant's Account under the Plan to which is credited Pre-Tax Savings and the earnings thereon.

(~~dde~~) The term "Reemployment Commencement Date" means the first day following a Period of Severance on which an Employee performs an hour of service within the meaning of Department of Labor Regulations section 2530.200b-2(a)(1) for the Company.

(~~eed~~) The term "Roth Savings" means the amounts of an Employee's Compensation deferred as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement that are:

(1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Pre-Tax Savings the Participant is otherwise eligible to defer under the Plan; and

(2) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

Unless specifically stated otherwise, Roth Savings shall be treated as Pre-Tax Savings for all purposes under the Plan.

(~~fee~~) The term "Roth Savings Account" means that portion of a Participant's Account under the Plan to which is credited Roth Savings and the earnings thereon.

*PJB 11-24-19*

*CLD 11-17-2019  
MD*

**318**

(ggff) The term "Severance Date" means the earlier of (a) the date an Employee retires, dies, quits, or is discharged; or (b) the first anniversary of the date the Employee is absent for any other reason.

(hhgg) The term "Trust Agreement" shall mean the agreement described in Section 7.02 hereof.

(iiah) The term "Trust Fund" shall mean the trust fund described in Section 7.02 hereof.

(iiih) The term "Trustee" shall mean the trustee or trustees appointed pursuant to Section 7.02 hereof.

(kkjj) The term "Valuation Date" shall mean any day on which the New York Stock Exchange or any successor to its business is open for trading, or such other date as may be designated by the Committee.

(llkk) The term "Years of Service" means, for purposes of determining an Employee's vesting in Company Retirement Contributions, a one-year period of service following the date on which the Employee first performs an hour of service, within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1). An Employee's period of service for this purpose is to be determined using the "elapsed time method" set forth in section 1.410(a)-7(d) of the Treasury Regulations, and shall be equal to his cumulative service for the Company or an Affiliated Company from the date his employment commences to his Severance Date, plus any period away from work required to be credited under the service spanning rule described below.

Under the service spanning rule, if the Employee returns to service and performs an hour of service within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1) within 12 months (24 months in the case of an absence for maternity or paternity reasons) after the first date he stops working for any reason, his period away from work shall be taken into account as a period of service. For example, if an Employee begins an unpaid leave of absence on January 1, then quits on March 1, his Severance Date is March 1. If the Employee returns to work with the Company on December 1, the period from January 1 to December 1 is taken into account in his cumulative service. If, on the other hand, the Employee returns to service on February 1 of the following year, the period of service between March 1 and his rehire date would not be taken into account, because the rehire date is more than 12 months following the date he first left service.

Periods of service (whether or not consecutive) of less than a whole year shall be aggregated on the basis that 12 months of service (with 30 days deemed to equal a month, in the case of aggregation of fractional months) equals a full Year of Service.

All of an Employee's Years of Service with the Company and any Affiliated Company shall be taken into account except the following which shall be disregarded:

(i) Years of Service before the Employee attains the age of 18;

(ii) If the Employee was completely non-vested upon termination of employment, Years of Service before 5 consecutive one year periods of severance within the meaning of section 1.410(a)-7(d)(4) of the Treasury Regulations.

PJB 11-24-19

319

CRS 11-17-2019  
MD



FIAT CHRYSLER AUTOMOBILES

SAVINGS

---

**(008) Article II 2.06 Qualified Military Service**

**2.06 Qualified Military Service.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code sections ~~401(a)(37)~~ and 414(u). In accordance with Code section 401(a)(37), in the case of a Participant who dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

WMM  
10/21/19  
RAB  
VP

320.

CRS  
9/27/2019



FIAT CHRYSLER AUTOMOBILES

## SAVINGS

---

### (009) Article II 2.07 Automatic Enrollment

**2.07 Automatic Enrollment and Automatic Increase.** ~~This Section 2.07 shall be effective January 1, 2016.~~

(a) Notwithstanding Section 2.02, each Automatic Contribution Employee who is newly hired by the Company shall be enrolled as a Participant as soon as administratively practicable following 45 days after the date which such Employee first becomes employed by the Company, or, if later, 30 days from the date notice under Section 514 of ERISA is provided to the Employee.

(b) Notwithstanding anything herein to the contrary, an Automatic Contribution Participant shall be deemed to have entered into a Deferred Pay Agreement to contribute to the Plan as Pre-Tax Savings one percent (1%) of the Employee's Compensation for participants hired prior to January 1, 2020.

(c) Notwithstanding anything herein to the contrary, an Automatic Contribution Participant hired on or after January 1, 2020 shall be deemed to have entered into a Deferred Pay Agreement to contribute to the Plan as Pre-Tax Savings three percent (3%) of the Employee's Compensation.

(d) Effective January 1, 2021, each Automatic Contribution Employee who is an Employee of the Company on the Sweep Date and who is not contributing any amounts to the Plan as of the Sweep Date shall be enrolled into the Plan under Section 2.07(c) as of the Sweep Date. For purposes of this Section, the term "Sweep Date" means the first payroll period occurring after January 1, 2021 (or as soon as administratively practicable thereafter), or, if later, 30 days from the date notice under Section 514 of ERISA is provided to the Employee.

(e) The percentage of Compensation that an Automatic Contribution Participant contributes to the Plan as Pre-Tax Savings shall be increased by one percent (1%) effective as of the first payroll on or after the anniversary date of enrollment, or as soon as administratively feasible, of each Plan Year beginning after the expiration of the Participant's Initial Contribution Period; provided, however, that no increase with respect to an Automatic Increase Participant shall occur pursuant to this Section 2.07(e) if the percentage of Compensation contributed to the Plan by the Automatic Contribution Participant as Pre-Tax Savings would exceed ten percent (10%). Unless an Automatic Contribution Participant elects otherwise by providing notice to the Committee or its delegate, the Automatic Contribution Participant shall be treated as an Automatic Increase Participant immediately upon becoming an Automatic Contribution Participant. A Participant who is not an Automatic Contribution Participant but who has elected

WHL  
11/17/19 PGB JWH

321

CLS 11/4/2019  
MD

to become an Automatic Increase Participant shall become an Automatic Increase Participant as soon as practicable after the Committee or its delegate receives notice from the Participant of such election. An Automatic Increase Participant may elect to cease to be an Automatic Increase Participant at any time by providing notice to the Committee or its delegate, and such election shall be effective as soon as practicable after the Committee's or its delegate's receipt of such notice.

(f) An Automatic Contribution Participant or Automatic Increase Participant may elect to change, suspend or terminate his contribution election at any time in accordance with Section 2.02.

WML  
11/17/19  
PAB

QUM

322

CLS  
11/4/2019  
MD



FIAT CHRYSLER AUTOMOBILES

SAVINGS

(010) Article III 3.01 Pre-Tax, Roth and After-Tax Savings

ARTICLE III  
Contributions

3.01 Pre-Tax, Roth and After-Tax Savings Elections.

(a) (i) Regular Pre-Tax Savings and Roth Savings. For any Plan Year, each Participant may elect, pursuant to the Deferred Pay Agreement, to have allocated to the Participant's his Pre-Tax Savings Account and Roth Savings Account, as applicable, any whole percentage of the Participant's his Compensation (including any profit sharing payment from the FCA US LLC Profit Sharing Plan for eligible Represented Employees in the United States) not exceeding, effective January 1, 2020, 5100% of the Participant's his Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements), and/or any whole percentage not exceeding 100% of any profit sharing payment from the FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States (less any amounts required to be withheld from any such profit sharing payment pursuant to federal, state or local income or employment tax or collective bargaining agreement requirements) with such deferral election superseding, for such profit sharing plan payment only, any other deferral election the Employee may have in effect under the Plan. Such election will be effective as soon as administratively practicable, but no sooner than the first day of the payroll period in which the election is received and processed by the Committee (or its designee), or as soon as practicable thereafter. Pre-Tax Savings and Roth Savings shall be allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, respectively, and shall be vested immediately. All such contributions shall be subject to the limitations described in Appendices I and II.

(ii) Catch-Up Contributions. All Participants who are eligible to make deferral elections under the Plan pursuant to this Section 3.01, and who have attained or will have attained age 50 before the close of the calendar year, shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(12), 401(m)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

WML  
11/18/19  
PGB  
W

323

ces  
11/4/2019  
MD

(b) After-Tax Savings. For any Plan Year, each Participant may elect, pursuant to the After-Tax Savings Agreement, to have the Company deduct on an after-tax basis from the Participant's compensation in each pay period such payroll deductions as he may authorize from time to time, but not more than 10% of the Participant's his Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements) for that pay period. Such payroll deductions must be whole percentages of the Participant's his Compensation. After-Tax Savings contributions shall be subject to the limitations of Appendix I and Appendix II and the Company may limit the amount of such After-Tax Savings if necessary to comply with the requirements of Appendix I or Appendix II. After-Tax Savings made hereunder and earnings thereon will be nonforfeitable at all times. The Company shall pay the amount of such After-Tax Savings contributions into the Trust Fund on behalf of such Participant for each pay period in accordance with a After-Tax Savings Agreement as soon as practicable after the amounts otherwise would have been paid to the Participant. After-Tax Savings shall be allocated to the Participant's After-Tax Savings Account.

(c) Overall Limitation - The sum of (1) the percentage of Compensation deferred pursuant to Section 3.01(a) and (2) the percentage of Compensation saved pursuant to Section 3.01(b) shall not exceed, effective January 1, 2020, 5100 percent. Catch-up contributions described in Section 3.01(a)(ii) shall not be taken into account in determining the limitation described in this Section 3.01(c).

(d) Reemployment After Qualified Military Service. A Participant who is reinstated following a period of qualified military service, as defined in Code section 414(u)(5), may elect to have contributions made to the Plan from such Participant's Compensation paid following such qualified military service that shall be attributable to the period contributions were not otherwise permitted due to such military service. Such additional contributions shall be based on the amount of Compensation that the Participant would have received but for such qualified military service and shall be subject to the provisions of the Plan in effect during the applicable period of qualified military service. Such contributions shall be made during the period beginning upon reemployment following military service and ending at the lesser of (i) five years or (ii) the Participant's period of qualified military service multiplied by three. Such additional contributions shall not be taken into account in the year in which they are made for purposes of any limitation or requirement identified in Code section 414(u)(1); provided, however, that such contributions, when added to contributions previously made, shall not exceed the applicable limits in effect during the period of qualified military service if the Participant had continued to be employed by the Company during such period. The foregoing requirements shall be applied and interpreted in a manner consistent with the requirements of Code section 414(u) and the regulations and other guidance issued thereunder.

WMP  
11/18/19  
FAB  
W

CKJ  
11/4/2019  
MD

324



FIAT CHRYSLER AUTOMOBILES

SAVINGS

---

**(025) Article IV 4.08 Form of Distribution**

**4.08 Form of Distribution**

(a) Distributions from this Plan shall be made in cash; provided, however, that upon the request of a Participant or Beneficiary, made pursuant to the written, telephonic or electronic method prescribed by the Committee, whichever of the Participant or Beneficiary shall be entitled to a distribution from the Trust Fund, the Trustee shall make all or part of such distribution in the form of the assets in which the Participant's Account is invested at the time of distribution, if practicable.

(b) If, in accordance with Section 4.08(a), a Participant or Beneficiary requests that all or part of a distribution be made in a non-cash form specified in Section 4.08(a), the fair market value of the assets distributed in such non-cash form, plus any accompanying cash distribution, shall be equivalent, as nearly as possible, to the fair market value of the Participant's Account on the effective date of distribution.

WML  
10/11/19  
PAB  
VP

325

CRS  
DM  
10/11/19



FIAT CHRYSLER AUTOMOBILES

SAVINGS

(030) Article V 5.01 Hardship Withdrawals

ARTICLE V  
Withdrawals

**5.01 Hardship Withdrawals.** Upon sub-mission of satisfactory evidence by a Participant of a financial hardship, as defined in this Section, the Committee may direct distribution of part or all of the value of such Participant's Pre-Tax Savings and Roth Savings (not including any earnings on such amounts after December 31, 1988), but only to the extent required to relieve such financial hardship, taking into account such additional amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. No such withdrawal shall be permitted unless the Participant has previously or concurrently withdrawn all amounts otherwise available to him under the Plan. In no event may the Committee direct that such a withdrawal be made to the extent the financial hardship may be relieved from other resources that are reasonably available to the Participant.

A Participant shall be deemed to have no other resources reasonably available if: (i) the Participant has obtained all withdrawals and distributions currently available to the Participant under the Plan and all other qualified defined contribution plans maintained by the Company or an Affiliated Company; and (ii) the Participant has obtained all nontaxable loans reasonably available under the Plan and all other ~~qualified defined contribution plans~~ of deferred compensation, whether qualified or nonqualified, maintained by the Company or an Affiliated Company, to the extent taking such loan would alleviate the immediate and heavy financial need and only to the extent any required repayment of such loan would not itself cause an immediate and heavy financial need; ~~and (iii) the Participant agrees to cease all Pre Tax Savings and Roth Savings contributions under the Plan as well as all similar contributions to all other qualified defined contribution and non-qualified deferred compensation plans maintained by the Company or an Affiliated Company for six months.~~ In addition, the Participant must represent (in writing, by an electronic medium or in such other form as may be prescribed under IRS guidance) that the Participant has insufficient cash or other liquid assets to satisfy the need.

For purposes of this Section, the term "financial hardship" shall be determined in accordance with regulations (and any other rulings, notices, or documents of general applicability) issued pursuant to section 401(k) of the Code and, to the extent permitted by such authorities, shall be limited to any financial need arising from:

(1) medical expenses (as defined in section 213(d) of the Code) previously incurred by the Participant or a Participant's spouse or dependent or the Participant's Beneficiary (excluding contingent Beneficiaries) or expenses necessary for these persons to obtain medical care (as defined in section 213(d) of the Code) which, in either case, are not covered by insurance.

*mmk  
10/11/15  
PQB  
JP*

*326*

*cas 10/2/2019*

(2) expenses relating to the payment of tuition and related educational fees, including room and board, for the next twelve months of post secondary education of a Participant or his spouse, dependent or Beneficiary (excluding contingent Beneficiaries),

(3) expenses directly relating to the purchase (excluding mortgage payments) of a primary residence for the Participant,

(4) expenses relating to the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence,

(5) expenses relating to funerals for a Participant's parent, spouse, child, dependent, or Beneficiary (excluding contingent Beneficiaries), ~~or~~

(6) expenses related to the repair of damage to the Participant's principal residence that would qualify for a casualty deduction on the Participant's federal income tax return, or

(7) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

There is no minimum amount of hardship withdrawal under the Plan. Hardship withdrawals shall be paid in a single cash payment and on a pro rata basis from the investment funds in which the Participant's Pre-Tax Savings Account and Roth Savings Account, as applicable, are invested.

(a) IRS Announcement 2017-13: Hurricane Irma

(i) Notwithstanding the foregoing, for hardship withdrawals made on or after September 4, 2017 and no later than January 31, 2018, a withdrawal under the Plan is hereby deemed to be on account of a financial hardship (an immediate and heavy financial need) if the withdrawal is made by a Participant whose:

(A) principal residence on September 4, 2017 was located in one of the Florida (or other state) counties identified for individual assistance by FEMA because of the devastation caused by Hurricane Irma (the "Irma Counties");

(B) place of employment was located in one of the Irma Counties on September 4, 2017; or

(C) lineal ascendant or descendant, dependent or spouse had a principal residence or place of employment in one of the Irma Counties on September 4, 2017.

(ii) Notwithstanding the above, a Participant who receives a hardship withdrawal on or after September 4, 2017 and no later than January 31, 2018 because of the devastation caused by Hurricane Irma is not subject to any post-hardship withdrawal contribution restrictions.

(iii) Notwithstanding the above, a Participant requesting a hardship withdrawal on or after September 4, 2017 and no later than January 31, 2018 because of the devastation caused by Hurricane Irma is required, as soon as practicable after the hardship withdrawal is made, to provide evidence that the Committee or its delegate considers necessary to determine whether a hardship exists and the amount necessary to satisfy the hardship.

WAK  
10/11/19  
PAB

327

MS 10/2/2019



FIAT CHRYSLER AUTOMOBILES

SAVINGS

**(035) Article VI 6.04 Amount of Loan**

**6.04 Amount of Loan.** A Plan loan shall be derived from the Eligible Borrower's Account, determined as of the Valuation Date on which the Trustee receives proper loan disbursement instructions which shall be forwarded to the Trustee by the Committee or its designee as soon as practicable after its review and approval of the loan application. Loans shall be made in increments of ~~\$100-\$1~~ rounded down to the nearest ~~\$100-\$1~~. The minimum loan available is \$1,000. The maximum loan amount that may be borrowed at any time, (when added to the outstanding balance of all other loans from the Plan), may not exceed the lesser of: (i) \$50,000, reduced by the excess (if any) of: (A) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which a new loan is to be made, over (B) the outstanding balance of loans from the Plan on the date on which the new loan is to be made, or (ii) 50% of the Eligible Borrower's vested interest in his Accounts.

The maximum amount available for a loan to an active Participant will be reduced by an amount equal to the outstanding principal and interest of any loan that has been defaulted.

The foregoing limitations shall be determined by aggregating loans from all qualified defined contribution plans of the Company or any Affiliated Company.

MMK  
10/2/19  
FAB  
VP

328

CRS  
9/27/2019



FIAT CHRYSLER AUTOMOBILES

SAVINGS

**(040) Article VI 6.09 Special Rules for Loans to Qualified Participants**

**6.09 Special Rules for Loans to Qualified Participants.**

Notwithstanding any other provision in this Plan, the following rules shall apply with respect to loans made to "Qualified Participants." For purposes of this Section 6.09, a "Qualified Participant" is (i) a Participant whose principal place of abode on August 28, 2005, was located in Louisiana, Mississippi, Alabama, or Florida and who has sustained an economic loss by reason of Hurricane Katrina ("Qualified Hurricane Katrina Participant"); (ii) a Participant whose principal place of abode on September 23, 2005, was located in the Hurricane Rita disaster area and who has sustained an economic loss by reason of Hurricane Rita ("Qualified Hurricane Rita Participant"); or (iii) a Participant whose principal place of abode on October 23, 2005, was located in the Hurricane Wilma disaster area and who has sustained an economic loss by reason of Hurricane Wilma ("Qualified Hurricane Wilma Participant").

(a) For loans made on or after the applicable dates set forth in (1) and (2) below, and before January 1, 2007, the 50% limit set forth in Section 6.04 shall be increased to 100%, and the \$50,000 limit set forth in Section 6.04 shall be increased to \$100,000. For purposes of this paragraph (a), the applicable dates shall be as follows:

(1) September 24, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) December 21, 2005, in the case of a Qualified Hurricane Rita Participant or a Qualified Hurricane Wilma Participant;

(b) For loans outstanding on or after the applicable dates set forth in (1), (2) and (3) below, if the due date for any repayment with respect to the loan occurs during the period beginning on such date and ending on December 31, 2006, such due date shall be delayed for one year or, if longer, to the extent permitted under applicable IRS guidance. In addition, any subsequent repayments for the loan shall be appropriately adjusted to reflect the delay and any interest accruing during such delay, and the period of delay shall be disregarded when applying the 5-year limit set forth in Section 6.05(c). For purposes of this paragraph (b), the applicable dates shall be as follows:

(1) August 25, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) September 23, 2005, in the case of a Qualified Hurricane Rita Participant;

(3) October 23, 2005, in the case of a Qualified Hurricane Wilma Participant.

WHL  
10/27/19  
FAR  
OP

329

CAS  
9/27/2019



FIAT CHRYSLER AUTOMOBILES

SAVINGS

---

(046) Article VIII 8.01 Amendment

**ARTICLE VIII  
Amendment and Termination**

**8.01 Amendment.** The Plan is maintained pursuant to a collective bargaining agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("Union"), ~~dated October 22, 2015~~ effective September 15, 2019 through September 14, 2023. This Plan may not be amended or modified in any manner except by the mutual agreement of FCA US LLC and the Union; provided, however, that in the event that any revision of this Plan is necessary under applicable law, FCA US LLC is authorized, with the consent of the Union, to make the necessary revisions, adhering as closely as possible to the intent of FCA US LLC and the Union as expressed in the collective bargaining agreement and this Plan.

WMM  
10/2/19

RAB  
VP

330

CRS  
9/27/2019



FIAT CHRYSLER AUTOMOBILES

## SAVINGS

### (057) Appendix II - Nondiscrimination Limitations

#### Appendix II

#### NONDISCRIMINATION LIMITATIONS

(a) Maximum Elective Deferral Contribution. Subject to the limitation of Paragraph (b) and the provisions of Section 3.01(a)(ii) hereof and Code section 414(v), in any calendar year, in no event may the amount of Pre-Tax Savings and Roth Savings contributions to the Plan, in addition to all such salary deferral contributions under all other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceed the maximum elective deferral limit under Code section 402(g) for such calendar year, as adjusted for increases in the cost-of-living under section 402(g) of the Code (the "maximum 402(g) limit"). If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan, in addition to all such salary reduction contributions under all other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceeds the maximum 402(g) limit, the excess deferral (a deferral in excess of the maximum 402(g) limit) together with earnings thereon shall be distributed to the Participant as soon as practicable after the Committee determines that the excess deferral was made, but no later than the April 15 of the calendar year following the calendar year in which the excess deferral arose. If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan and any elective contributions under any other qualified cash or deferred arrangement in which he participates which is not maintained by the Company or an Affiliated Company, exceed the maximum 402(g) limit in a calendar year, he may request to receive a distribution of the amount of the excess deferral that is attributable to Pre-Tax Savings and Roth Savings contributions in the Plan together with earnings thereon, notwithstanding any limitations on distributions contained in the Plan. Such distribution shall be made by April 15 following the calendar year of the applicable contribution, provided that the Participant notifies the Committee of the amount of the excess deferral that is attributable to a Pre-Tax Savings or Roth Savings contribution to the Plan and requests such a distribution. The Participant's notice must be received by the Committee no later than the March 1 following the calendar year of the excess deferral. In the absence of such notice, the amount of such excess deferral attributable to Pre-Tax Savings and Roth Savings contributions to the Plan shall be subject to all limitations on withdrawals and distributions in the Plan. The amount of excess deferrals that may be distributed under this Paragraph (a) with respect to any Participant for any calendar year shall be reduced by the amount of any Excess Contributions previously distributed pursuant to Paragraph (c)(3), if any, for such calendar year. In general, distributions of excess deferrals pursuant to this Section shall be adjusted to reflect earnings or losses with respect to such deferrals for the calendar year in which the deferrals were made, but shall not reflect earnings or losses for the period between the end of such calendar year and the date of the distribution. Notwithstanding the foregoing, any excess deferrals distributed to a Participant with respect to the 2007 calendar year shall be adjusted for any earnings or losses up through the date of distribution. To the extent a Participant's excess deferral for a Plan Year is

WAK  
10/11/19  
RAB  
JP

331

cas

10/4/19

composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(b) Maximum Actual Deferral Percentage. Notwithstanding anything in the Plan to the contrary, in no event may the Pre-Tax Savings and Roth Savings contributions made on behalf of all eligible Highly Compensated Employees with respect to any Plan Year result in an Actual Deferral Percentage for such group of Highly Compensated Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Actual Deferral Percentage for the current preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Actual Deferral Percentage for the current preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Actual Deferral Percentage for the current preceding Plan Year for all eligible Employees other than Highly Compensated Employees.

(c) Correction of Excess Contributions.

(1) The Committee shall be authorized to implement rules authorizing or requiring reductions in the Pre-Tax Savings and Roth Savings contributions that may be made on behalf of Highly Compensated Employees during the Plan Year (prior to any contributions to the Trust) so that the limitation of Paragraph (b) is satisfied.

(2) In addition to the reductions set forth in Subparagraph (c)(1), if the limitation under Paragraph (b) continues to be exceeded an Employer may, in the discretion of the Committee, make additional contributions to the Accounts of eligible Employees who are not Highly Compensated Employees, which additional contributions shall be Qualified Nonelective Contributions, up to an amount necessary to assure that the limitation in that Plan Year is not exceeded, which additional contributions shall be made in accordance with section 401(k) of the Code and the regulations issued thereunder.

(3) To the extent the limitation under Paragraph (b) continues to be exceeded following the making of such Qualified Nonelective Contributions, or if such additional contributions are not made, the Excess Contributions made on behalf of Highly Compensated Employees with respect to a Plan Year and income allocable thereto (~~excluding including, for Excess Contributions made with respect to the 2006 and 2007 Plan years, but not for any subsequent Plan Year,~~ earnings for the period after the close of the Plan Year and prior to the distribution) shall then be distributed to such Highly Compensated Employees as soon as practicable after the end of such Plan Year, but no later than twelve months after the close of such Plan Year. To the extent a Highly Compensated Employee's Excess Contribution for a Plan Year is composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(d) Maximum Contribution Percentage. Notwithstanding anything in the Plan to the contrary, in no event may After-Tax Savings Contributions made on behalf of all eligible Highly Compensated Employees with respect to any Plan Year result in a Contribution Percentage for such group of Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Contribution Percentage for the current preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Contribution Percentage for the current preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Contribution Percentage for the current preceding Plan Year for all eligible Employees other than Highly Compensated Employees.

10/11/19 PAB

332

CCS

12/1/19

(e) Correction of Excess Aggregate Contributions.

(1) If the limitation under Paragraph (d) is exceeded, an Employer may, in the discretion of the Committee, make additional contributions to the accounts of eligible Employees who are not Highly Compensated Employees up to an amount necessary to assure that the limitation under Paragraph (d) is satisfied, which additional contributions shall either be Qualified Nonelective Contributions. The Employer shall maintain such records as necessary to demonstrate compliance with the limitations of Paragraph (d), including records showing the extent to which Qualified Nonelective Contributions are taken into account in applying such limitations.

(2) If the limitation under Paragraph (d) continues to be exceeded following such Qualified Nonelective Contributions, if any, the amount of the Excess Aggregate Contributions attributable to After-Tax Savings contributions and any income attributable to such amounts shall be distributed to eligible Highly Compensated Employees.

(3) All Excess Aggregate Contributions and any income allocable thereto shall be distributed, as described above, as soon as practicable after the close of the Plan Year, but no later than twelve months after the close of the Plan Year in which they occur.

(4) The Committee is authorized to implement rules under which it may utilize any combination of the methods described in the foregoing Subparagraphs (e)(1), (e)(2), and (e)(3) to assure that the limitation of Paragraph (d) is satisfied.

(f) Definitions. For purposes of this Appendix, the following terms shall have the following meanings:

(1) "Actual Deferral Percentage" with respect to any group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

(i) The amount of Pre-Tax Savings and Roth Savings contributions paid to the Trust for such Plan Year on behalf of the Employee plus the amount of any Qualified Nonelective Contributions made on behalf of the Employee for the Plan Year, if any, divided by

(ii) The Employee's Compensation for such Plan Year.

For purposes of determining Actual Deferral Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as an eligible Employee. In all events, Actual Deferral Percentages will be determined in accordance with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401(k) of the Code, and the regulations issued thereunder.

(2) "Compensation" shall mean for any Employee, "Earnings" as defined in Appendix I(e). In no event may the amount of Compensation taken into account for this Appendix exceed the annual compensation limitation in effect under section 401(a)(17) of the Code, as adjusted by the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code.

(3) "Contribution Percentage" with respect to any specified group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

*mmk*  
*10/11/19*  
*RAB*

*333*

*cas*  
*[Signature]*  
*10/11/19*

(i) the amount of After-Tax Savings Contributions and any Qualified Nonelective Contributions made pursuant to Paragraph (e), paid to the Trust Fund on behalf of each such Employee for such Plan Year, to

(ii) the Employee's Compensation for such Plan Year.

For purposes of determining Contribution Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as an eligible Employee. In all events, Contribution Percentages will be determined in accordance with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401(m) of the Code, and the regulations issued thereunder.

(4) "Excess Aggregate Contributions" shall mean with respect to each Highly Compensated Employee, the amount equal to the total After-Tax Savings contributions made on his behalf determined prior to the application of the leveling and distribution procedures described below, minus the Employee's total After-Tax Savings contributions, determined after the application of the leveling and distribution procedures described below. Under the leveling procedure, the Contribution Percentage of the Highly Compensated Employee with the highest such percentage is reduced to the extent required to enable the limitation of Paragraph (d) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Employee's Contribution Percentage to equal that of the Highly Compensated Employee with the next highest Contribution Percentage. This leveling procedure is repeated until the limitation of Paragraph (d) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Aggregate Contributions shall be determined. This amount shall be distributed as required by Paragraph (e) and in accordance with a distribution procedure under which the dollar amount of After-Tax Savings contributions of the Highly Compensated Employee with the highest dollar amount of After-Tax Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Aggregate Contributions. This distribution process shall be repeated until all Excess Aggregate Contributions have been distributed.

(5) "Excess Contributions" shall mean with respect to each Highly Compensated Employee, the amount equal to total Pre-Tax Savings and Roth Savings contributions made on behalf of the Employee (determined after the application of Subparagraph (c)(1) and prior to the application of the leveling and distribution procedures described below) minus the Employee's total Pre-Tax Savings and Roth Savings contributions (determined after application of Subparagraph (c)(1) and after the leveling and distribution procedures described below). In accordance with the regulations issued under section 401(k) of the Code, Excess Contributions shall be determined by a leveling procedure under which the Actual Deferral Percentage of the Highly Compensated Employee with the highest such percentage shall be reduced to the extent required to enable the limitation of Paragraph (b) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's Actual Deferral Percentage to equal the Actual Deferral Percentage of the Highly Compensated Employee with the next highest Actual Deferral Percentage. This leveling procedure shall be repeated until the limitation of Paragraph (b) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Contributions shall be determined. This amount shall be distributed as required by Paragraph (c) and in accordance with a distribution procedure under which the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the highest dollar amount of Pre-Tax Savings and Roth Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Contributions or, if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's dollar amount of Pre-Tax Savings and Roth Savings contributions to equal the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the next highest dollar amount of Pre-Tax Savings and Roth Savings contributions. This distribution process shall be repeated until all Excess Contributions have been distributed.

(6) "Qualified Nonelective Contributions" shall mean contributions that are made pursuant to Paragraph (c)(2) and that meet the requirements of section 401(m)(4)(C) of the Code and the regulations

*mank*  
*10/11/19*  
*PQB*

*33x*

*CAS*

*JL*  
*10/11/19*

issued thereunder and which are designated as Qualified Nonelective Contributions for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions shall be nonforfeitable when made and are distributable only in accordance with the distribution and withdrawal provisions that are applicable to Pre-Tax Savings and Roth Savings contributions under the Plan; provided, however, that Qualified Nonelective Contributions may not be withdrawn on account of financial hardship. If any Qualified Nonelective Contributions are made, the Employer shall keep such records as necessary to reflect the amount of such contributions made for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions may be treated as elective contributions only if the nondiscrimination and plan aggregation conditions described in Treas. Reg. §1.401(k)-2(a)(6) and any other guidance issued thereunder are satisfied.

WML  
10/11/19  
PQB  
W

335

CSJ  
10/4/19



FIAT CHRYSLER AUTOMOBILES

SAVINGS

---

**(058) Appendix III - Participating Employers**

**Appendix III  
PARTICIPATING EMPLOYERS**

The following subsidiaries and affiliates of FCA US LLC have adopted the Plan and become participating employers under the Plan pursuant to the approval of the Committee:

1. FCA International Operations LLC
2. ~~Chrysler Group~~ FCA International Services LLC
3. FCA Realty LLC
4. FCA Transport LLC
5. Global Engine Manufacturing Alliance LLC - GEMA (until January 1, 2016 when it was merged into FCA US LLC)

WAK  
10/15/19  
PAB  
W

336

CCS  
10/2/2019



FIAT CHRYSLER AUTOMOBILES

SAVINGS

**(060) Appendix V - Special Provisions Applicable to Certain UAW-Represented Employees**

**Appendix V  
SPECIAL PROVISIONS APPLICABLE TO CERTAIN UAW-REPRESENTED EMPLOYEES**

Notwithstanding any other provision of the Plan to the contrary, the provisions of the Supplemental Agreement, Exhibit G of the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "Supplemental Agreement") shall apply to those certain eligible Employees, as designated in Exhibit G, therein. The Supplemental Agreement is hereby incorporated by reference into the Plan. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

~~Notwithstanding the foregoing, the terms of Supplemental Agreement, Exhibit G of the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between Chrysler Group LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "2011 Supplemental Agreement") shall continue to apply to any Company Contributions made to the Plan pursuant to the 2011 Supplemental Agreement. In no event will an Employee receive Company Contributions under the Supplemental Agreement and the 2011 Supplemental Agreement for the same period of service.~~

mark  
10/16/17  
PAB  
[Signature]

MD  
10/14/19  
[Signature]

337



FIAT CHRYSLER AUTOMOBILES

Exhibit G

(001) Exhibit G - Supplemental Agreement

**EXHIBIT G  
SUPPLEMENTAL AGREEMENT  
Company Health Care Contribution  
Company Defined Contribution**

Incorporated by reference in (M-13) Memorandum of Understanding UAW – Chrysler Group LLC Employees Hired on or After October 29, 2007 Wage & Benefit Agreement dated October 12, 2011 and the Salaried Bargaining Unit New Entry Wage, Benefit and Retirement Agreement effective April 15, 2010.

For purposes of the Health Care Benefits Program and Pensions, Eligible Employees, as defined herein, are eligible for the contributions described in this Supplemental Agreement.

Until the expiration of the ~~2015~~ 2019 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, neither the Union nor the Company shall demand any change in, deletion from, or addition to this Supplemental Agreement, Exhibit G, nor shall either of them be required to bargain with respect to any provision or interpretation of this Exhibit G.

Effective with the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, Exhibit G is was incorporated in the FCA US LLC UAW Savings Plan.

WAK  
10/2/19  
PAB  
MP

338

CRS  
9/27/2019



FIAT CHRYSLER AUTOMOBILES

Exhibit G

**(002) Eligible Employee**

**Eligible Employee**

(i) Non-skilled classified employees with seniority hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letter, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Entry Level Wage & Benefit Agreement between FCA US LLC and the UAW and any successor agreement thereto.

(ii) Salaried bargaining unit employees with seniority hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010, and any successor agreement thereto.

(iii) Skilled trade classified employees with seniority hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.

(iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after October 12, 2011, the effective date as specified in the agreement referenced in Letter 33 of the 2011 Pension Agreement between Chrysler Group LLC and the UAW.

(v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

(a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or

(b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or

(c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

(d) Non-represented employees regardless of date of hire.

WAL  
10/14/19  
FQB  
JP

339

MD  
10/14/19  
[Signature]



FIAT CHRYSLER AUTOMOBILES

Exhibit G

**(003) Company Contributions**

**Company Health Care Contribution**

Effective as of the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute an amount equal to \$1.00 for each Eligible Compensated Hour earned by an Eligible Employee each pay period. Company Contributions shall commence the first pay period administratively practicable after the employee first becomes an Eligible Employee and shall continue for as long as the employee remains an Eligible Employee.

**Company Defined Contribution**

Effective the first pay date on or after September 15, 2015, or if later, the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute each pay period an amount as described below. Company Contributions shall commence as soon as administratively practicable after the employee first becomes eligible for such contribution and shall continue for as long as the employee remains an Eligible Employee.

- (A) 6.4 % of Eligible Compensation payable to:
  - (i) Non-skilled classified Eligible Employees with seniority hired or rehired on or after October 29, 2007
  - (ii) Salaried bargaining unit Eligible Employees with seniority hired or rehired on or after April 15, 2010
  - (iii) Skilled trade classified Eligible Employees with seniority hired or rehired on or after October 12, 2011
  - (iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after October 12, 2011 ~~the effective date as specified in the agreement referenced in Letter 33 of the 2011 Pension Agreement between Chrysler Group LLC and the UAW.~~
  - (v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:
    - (a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or
    - (b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or

PGB  
E.T.  
11/27/19

3AO

MD  
11/17/19  
CAS

(c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

(d) Non-represented employees regardless of date of hire.

Company Defined Contributions made under this Supplemental Agreement are intended to become effective immediately following the cessation of Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Parts Agreement between FCA US LLC and the UAW. In no event will an employee receive both Company Contributions under this Supplemental Agreement and Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Parts Agreement for the same period of service.

RGB

J.T.

11/27/19

341

MD  
11/17/19  
C/S

# New Savings Plan

342



FIAT CHRYSLER AUTOMOBILES

SAVINGS

**Financial Fitness Education**

September xx, 2019

(N-xx) Financial Fitness Education

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties recognized the importance of educating employees on the FCA US LLC – UAW Savings Plan (UAWSP) and financial wellness in general. The parties discussed the Company's willingness to conduct a Financial Wellness Program pilot during the term of the 2019 Agreement, which would include one-on-one consultations with a Bank of America Merrill Lynch (BAML) Financial Wellness Specialist and financial educational workshops offered by BAML.

Following ratification of the 2019 Agreement, a Financial Wellness Program pilot will be developed which will help employees to optimize their financial health. The pilot will be offered to employees during non-working time, at a location determined by the parties, and will be designed to educate employees about the UAWSP, encourage employees to take initiative with respect to their personal financial planning, help employees identify retirement income needs, and provide tools for employees to determine an appropriate investment and asset allocation strategy for their savings. During the term of this contract, the parties agreed to meet and discuss the pilot in terms of opportunities to improve its design and the potential expansion of the program at additional locations.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cindy Estrada

*Handwritten signature and date: 11/22/19*

*Handwritten number: 343*

*Handwritten initials and date: MD, 11/15/19*



FIAT CHRYSLER AUTOMOBILES

**SAVINGS**

**Special One-Time 2020 Company Retirement Contribution**

September xx, 2019

(N-xx) Special 2020 Company Retirement Contribution

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations the parties discussed possible ways of providing a benefit to those defined as "employees" under Section 29 of the 2019 Pension Agreement between FCA US LLC and the UAW. As a result of these discussions, the Company will make a one-time discretionary contribution of \$1,000 to the UAW Savings Plan (UAWSP) accounts of those eligible employees during the first quarter of 2020.

In addition to meeting the above criteria, eligible employees for the one-time discretionary contribution to their UAWSP are employees who are represented by the Union whose status with the Company on January 6, 2020 is one of the following:

1. Active with seniority;
2. On temporary layoff status;
3. On Pre-Retirement Leave;
4. On leave pursuant to Family Medical Leave Act;
5. On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty;
6. On leave of absences beginning not earlier than ninety (90) days prior January 6, 2020.

The Company Retirement Contribution described in this letter shall be 100% vested.

Very truly yours,  
FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cindy Estrada

CAS

11/27/19  
MD

WHL  
11/27/19  
E.T. PGB

344