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Detroit, MI 48226
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UAW-Ford VEBA Trust Fund

Dear UAW-Ford Hourly Retiree,

We are delighted to provide to you a Summary Plan Description for benefits provided to you by the UAW Ford VEBA Trust Fund (“VEBA”). This document contains valuable information about benefits that may be available to you through the UAW-Ford Tuition Assistance Program and the UAW-Ford Employee Support Services Program.

Pursuant to federal law under the Employee Retirement Income Security Act (“ERISA”) amongst other information, this Summary Plan Description provides general information about the benefits, eligibility for the benefits, how to access the benefits and how to appeal if you feel you have been wrongfully denied the benefits. Please keep in mind not all retirees are eligible for all benefits provided by the VEBA.

If after reading this document, you have further questions you may reach out to the UAW-Ford Voluntary Employee Benefits Association Trust at 313 392 7222, the address of which is 151 West Jefferson Ave., Detroit, MI, 48226. Thanks in advance for reading this important document.

Sincerely,

VEBA Board of Trustees

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**THE UAW-FORD JOINT BENEFITS PROGRAMS PLAN -- SUMMARY PLAN
DESCRIPTION FOR RETIREES**

TABLE OF CONTENTS

INTRODUCTION	6
ARTICLE I - DEFINITIONS	7
Section 1.1 <u>Collective Bargaining Agreement</u>	7
Section 1.2 <u>Code</u>	7
Section 1.3 <u>Dependent</u>	7
Section 1.4 <u>Employee or Eligible Employee</u>	7
Section 1.5 <u>Employer</u>	7
Section 1.6 <u>ERISA</u>	7
Section 1.7 <u>Executive Directors</u>	7
Section 1.8 <u>Executive Program Directors</u>	8
Section 1.9 <u>Named Fiduciary</u>	8
Section 1.10 <u>National Joint Program Representative</u>	8
Section 1.12 <u>Plan</u>	8
Section 1.13 <u>Plan Administrator</u>	8
Section 1.14 <u>Programs</u>	8
Section 1.15 <u>Retiree</u>	8
Section 1.16 <u>Seniority</u>	9
Section 1.17 <u>Seniority Employee</u>	9
Section 1.18 <u>Spouse</u>	9
Section 1.19 <u>Trust Fund or Fund</u>	9
Section 1.20 <u>Trustees</u>	9
Section 1.21 <u>Union, UAW, or Local Union</u>	9
ARTICLE II - LEGAL INFORMATION	9
Section 2.1 <u>Plan Name</u>	9
Section 2.2 <u>Plan Sponsor</u>	10
Section 2.3 <u>Plan Administration and Named Fiduciary</u>	10
Section 2.4 <u>Agent for Service of Legal Process</u>	10
Section 2.5 <u>Identification Number</u>	10
Section 2.6 <u>Plan Number</u>	10
Section 2.7 <u>Plan Year</u>	10
Section 2.8 <u>Plan Records</u>	10
Section 2.9 <u>Plan Funding</u>	10
Section 2.10 <u>Collective Bargaining Agreement</u>	11

ARTICLE III - OTHER INFORMATION	11
Section 3.1 <u>Plan Administration and Operation</u>	11
Section 3.2 <u>Authority of the Board of Trustees</u>	11
Section 3.3 <u>Plan Amendment</u>	12
Section 3.4 <u>Right of Appeal</u>	12
Section 3.5 <u>Equal Opportunity Pledge</u>	13
ARTICLE IV - ERISA RIGHTS.....	13
Section 4.1 <u>Information About Your Plan and Benefits</u>	13
Section 4.2 <u>Duties of Plan Fiduciaries</u>	13
Section 4.3 <u>Enforcing Your Rights</u>	14
Section 4.4 <u>Assistance with Your Questions</u>	14
ARTICLE V - THE UAW-FORD TUITION ASSISTANCE PROGRAM	14
Section 5.1 <u>Resolution of Disputes</u>	14
Section 5.2 <u>Retiree Tuition Assistance Program</u>	14
ARTICLE VI - THE UAW-FORD EMPLOYEE SUPPORT SERVICES PROGRAM	16
Section 6.1 <u>General Program Description</u>	16
Section 6.2 <u>Wellbeing and Fitness Center Program</u>	16

INTRODUCTION

This booklet sets forth and describes certain benefits for you as a Retiree that are provided under the UAW–Ford Joint Benefits Programs Plan (“Plan”), which is an employee welfare benefit plan funded by the UAW–Ford Voluntary Employees’ Beneficiary Association Trust Fund (“Fund”), and which was adopted effective March 1, 2021. You may notice that certain words throughout this booklet (referred to as the “Summary” or “SPD”) are capitalized. This indicates that they have a special meaning and are defined in the front of the booklet. The purpose of the Plan is to provide certain welfare benefits to you, as well as active employees, under the Collective Bargaining Agreement between the UAW and Ford, as more fully described herein and in the separate Plan document, as described more fully below.

The eligibility requirements for Retiree benefits are described throughout this booklet in the sections describing particular benefits. **A complete list and description of benefits provided by the Plan -- including those available to active Employees -- is available in the separate Plan document, a copy of which is available from the Plan office, as stated below.** The benefits provided to Retirees under the Plan are as follows:

The UAW–Ford Tuition Assistance Program

- Retiree Tuition Assistance Program

The UAW–Ford Employee Support Services Program

- The Wellbeing and Fitness Center Program

Remember that if you have just retired you may remain eligible for certain benefits for active employees for a period of time after you leave active service. A full description of these benefits is provided in the Plan document.

This booklet is organized to provide you with essential basic information about your benefits under the Plan, the Plan’s operations, and who to contact with questions and claims. It then covers how to file a claim and appeal any claim that is denied. After that, the booklet contains information about certain legal rights you may have and provides other general information about the administration of the Plan and your rights under certain laws. Descriptions of the benefits available to you and how to use those benefits are included in Articles V-VI of this booklet.

This document constitutes the summary plan description for retiree benefits under the Plan, as required by ERISA section 102 and U.S. Department of Labor Regulation section 2520.102-2 and 2520.102-3, 29 C.F.R. §§ 2520.102-2, 102-3. The separate UAW Ford Joint Benefits Programs Plan, together with the relevant provisions of the Trust Agreement, constitutes the written plan as required by section 402 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The provisions of the Collective Bargaining Agreement are incorporated by reference into the Plan document. If there is any conflict between the Plan Document, this document and the Collective Bargaining Agreement, the Collective Bargaining Agreement will control. In the event of conflicts between this document and the written Plan, the Plan will control. In addition, the Employer and the Union reserve the right to amend or end the Plan and Programs at any time, subject to the terms of the Collective Bargaining Agreement.

This booklet contains a summary in English of your Plan rights and benefits. If you have difficulty understanding any part of this booklet, or have any questions after reading this Summary, contact the Office of the Executive Directors, which can be reached at 313 392 7222, and the address of which is 151 West Jefferson Ave., Detroit, MI, 48226.

ARTICLE I DEFINITIONS

Section 1.1 Collective Bargaining Agreement

“Collective Bargaining Agreement” means any Collective Bargaining Agreement entered into between the Employer and the Union, including any renewals or amendments thereof providing for payments by the Employer to the UAW-Ford Voluntary Employees’ Beneficiary Association Trust Fund and including the Letter of Understanding Regarding Joint Programs dated October 29, 2019, and any renewals or amendments thereto, which are referred to hereafter collectively as the “Letter of Understanding.”

Section 1.2 Code

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder.

Section 1.3 Dependent

“Dependent” means an individual eligible for a particular benefit by virtue of their relationship to an Employee.

Section 1.4 Employee or Eligible Employee

“Employee” or “Eligible Employee” means any employee of the Employer, as hereafter defined, on whose behalf the Union acts as a collective bargaining agent and who is covered by a Collective Bargaining Agreement between the Union and the Employer, who satisfies any applicable eligibility criteria described in this Summary. Different benefits may have different eligibility requirements.

Section 1.5 Employer

“Employer” means Ford Motor Company.

Section 1.6 ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any regulations promulgated thereunder.

Section 1.7 Executive Directors

“Executive Directors” means the two (2) individuals, one (1) appointed by the Employer and one (1) appointed by the Union, who may perform all managerial and administrative duties related to the Fund on behalf of the Trustees.

Section 1.8 Executive Program Directors

“Executive Program Directors” means the two (2) individuals, one (1) appointed by the Employer and one (1) appointed by the Union, who may perform all managerial and administrative duties related to a specific Program administered under the Plan on behalf of the Trustees.

Section 1.9 Named Fiduciary

“Named Fiduciary” means the Board of Trustees of the UAW-Ford Voluntary Employees’ Beneficiary Association Trust Fund.

Section 1.10 National Joint Program Representative

“National Joint Program Representative” means an individual assigned to provide support in the administration of benefits under the Plan, in accordance with a determination by the Trustees that such support is required.

Section 1.11 Participant

“Participant” means any eligible Employee or Retiree who prior to the date of their retirement was eligible for participation as an hourly employee in the UAW-Ford Joint Benefits Programs Plan, or the eligible dependent or spouse of an Employee or a Retiree, who participates in any Program described in the Plan.

Section 1.12 Plan

“Plan” means the UAW–Ford Joint Benefits Programs Plan.

Section 1.13 Plan Administrator

“Plan Administrator” means the Board of Trustees of the UAW–Ford Voluntary Employees’ Beneficiary Association Trust Fund.

Section 1.14 Programs

“Programs” means the UAW–Ford Tuition Assistance Program and the UAW–Ford Employee Support Services Program, each of which is described in the Plan, and the pertinent Retiree provisions of which are set out in the Summary Plan Description.

Section 1.15 Retiree

“Retiree” means a former hourly Employee who has voluntarily separated from service with Ford Motor Company and (a) is eligible as of his or her date of separation for benefits under the UAW–Ford Retirement Plan or (b) at the time of his or her date of separation (i) is age fifty-five (55) or older with ten (10) or more years of service from such Employee’s Employer service date or (ii) has thirty (30) or more years of service from such Employee’s Employer service date.

Section 1.16 Seniority

Except as otherwise specified in this document, “Seniority” shall have the meaning provided in the Collective Bargaining Agreement between the Employer and the Union.

Section 1.17 Seniority Employee

“Seniority Employee” means an Employee who, per Article 8, Section 4 of the Collective Bargaining Agreement between the Employer and the Union, has completed three (3) months of continuous employment with the Employer.

Section 1.18 Spouse

“Spouse” means an individual lawfully married to an Employee or a Retiree in any state.

Section 1.19 Trust Fund or Fund

“Trust Fund” or “Fund” means the UAW–Ford Voluntary Employees’ Beneficiary Association Trust Fund.

Section 1.20 Trustees

“Trustees” means the Board of Trustees of the UAW–Ford Voluntary Employees’ Beneficiary Association Trust Fund.

Section 1.21 Union, UAW, or Local Union

“Union,” “UAW,” or “Local Union” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, and its affiliates.

ARTICLE II LEGAL INFORMATION

This information about the benefits offered through the Plan is provided in compliance with ERISA and the regulations promulgated thereunder. ERISA regulates the funding and administration of the Plan. You should not need these details on a regular basis; however, this information may be useful if you have specific questions about your benefits.

Section 2.1 Plan Name

There is a separate legal entity that provides the benefits described in this booklet. It is the UAW–Ford Joint Benefits Programs Plan.

Section 2.2 Plan Sponsor

The Plan Sponsor is the Board of Trustees. The Board of Trustees can be reached at the Office of the Executive Directors, 151 West Jefferson Ave., Detroit, MI 48226. Telephone No. 313 392 7222. You can receive a list of the current members of the Board of Trustees from the Office of the Executive Directors.

Section 2.3 Plan Administration and Named Fiduciary

The Board of Trustees of the UAW-Ford Voluntary Employees' Beneficiary Association Trust Fund administers the Fund and the Plan and serves as the Plan Administrator and Named Fiduciary for the Fund and Plan under ERISA with sole discretionary responsibility over the control and management of the operations of the Fund and the Plan. The Board of Trustees may delegate any of its managerial and administrative duties to a person or firm out of necessity or convenience, including the Executive Directors of the Fund.

Section 2.4 Agent for Service of Legal Process

Service of legal process may be made upon the Plan Administrator or any individual Trustee at this address: Office of the Executive Directors, 151 West Jefferson Ave., Detroit, MI 48226.

Section 2.5 Identification Number

The Employer Identification Numbers ("EIN") assigned by the Internal Revenue Service to the VEBA Trust is 85-0748670.

Section 2.6 Plan Number

The Plan Number is 501. All your benefits are provided under this plan number.

Section 2.7 Plan Year

The Plan Year begins on January 1 and ends on December 31.

Section 2.8 Plan Records

Plan records are maintained on a Plan Year basis and are kept at 151 West Jefferson Ave., Detroit, MI 48226.

Section 2.9 Plan Funding

The benefits provided under the Plan are funded by Employer contributions pursuant to the Collective Bargaining Agreement between the Employer and the Union. All assets are held in trust by the Board of Trustees of the Fund. Benefits are paid or funded from the accumulated assets of the Fund.

Section 2.10 Collective Bargaining Agreement

The Plan is maintained in accordance with the Collective Bargaining Agreement between the Employer and the Union. Any Employee or Participant may, upon written request to the Executive Directors of the Fund, obtain a copy of the Collective Bargaining Agreement.

**ARTICLE III
OTHER INFORMATION**

Section 3.1 Plan Administration and Operation

The Plan is administered by the Board of Trustees of the Fund, which consists of both Union and Employer representatives. The Plan is financed through Employer contributions in accordance with the Collective Bargaining Agreement between the Employer and the Union, with assets held in the Fund in order to provide benefits to Participants and pay administrative expenses. The Fund's assets may be invested and its reserves monitored by the Board of Trustees.

Section 3.2 Authority of the Board of Trustees

- (a) The Board of Trustees (or its designee(s)) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the Plan and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan. Among other things, the Board of Trustees (or its designee(s)) has the sole and absolute discretion to:
 - (i) Take all actions and make all decisions with respect to eligibility for benefits under the Plan;
 - (ii) Formulate, interpret, and apply rules, regulations, and policies necessary to administer the Plan in accordance with the Plan's terms;
 - (iii) Decide all questions, including legal or factual questions, relating to the nature and scope of benefits provided under the Plan;
 - (iv) Resolve and/or clarify any ambiguities, inconsistencies, and omissions arising under the Plan or other Plan documents; and
 - (v) Process, and approve or deny, benefit claims and rule on any benefit exclusions and determine the standard of proof required in any case.
- (b) The Board of Trustees may delegate any duties or powers, including the power to administer, apply, and interpret the Plan, as it deems necessary to carry out the administration of the Plan.
- (c) All determinations and interpretations made by the Board of Trustees or its designee(s) with respect to any matter arising under the Plan or any other Plan document will be final and binding on all individuals claiming benefits under the Plan.

- (d) Regarding the UAW–Ford Joint Apprenticeship and Training Program, the Board of Trustees may delegate to the UAW–Ford National Joint Apprenticeship Committee or the UAW–Ford National Joint Skilled Trades Governance Team, any of its authority to manage or administer such Program, including any of the authority listed in this Section 3.2, and such Program’s operations.
- (e) The Board of Trustees may employ or contract with any personnel, including consultants, attorneys, accountants, and National Joint Program Representatives, to help administer the Plan or any Program and to staff the operations of any Program. If the Board of Trustees, or the Executive Directors as the Board of Trustees’ delegees, contracts with the Employer or the Union to provide any services to support the administration of the Plan or the operations of any Program, such contract shall not compensate the Employer or the Union other than to reimburse direct expenses and costs incurred by the Employer or the Union in the performance of the services provided under the contract.

Section 3.3 Plan Amendment

- (a) This Plan may be amended at any time, or from time to time, by a majority vote of the respective Employer Trustee and Union Trustee Groups, except that no amendment shall divert the Plan as then constituted, or any part thereof, to a purpose other than as set forth herein, nor shall there be any amendment as a result of which the Employer and Union Trustee Groups would not have equal power, or which will change the method of voting as set forth herein, or which will be in contravention of or inconsistent with the existing Collective Bargaining Agreement between the parties hereto, nor shall there be any amendment which will, in any manner, contravene the terms and provisions of any applicable state or federal law. Provisions for Termination of the Plan and Trust are contained in the Trust Agreement, a copy of which is available from the Office of the Executive Directors.
- (b) With respect to any Program, the Executive Program Directors shall recommend to the Board of Trustees any modifications to the Plan provisions addressing such Program specifically for the Board of Trustees’ consideration.

Section 3.4 Right of Appeal

- (a) If a dispute arises as to the administration of the benefits available from the Plan a Participant may request a review of the matter within sixty (60) days of becoming aware of the problem. A Participant requesting a review may have the opportunity to review pertinent documents. Requests for review must be made on an appeal form requested from the office of the Executive Directors of the involved Program. Each Program may develop an appeal form appropriate to it, as approved by the Trustees.
 - (i) If the dispute concerns benefits available from the UAW–Ford Tuition Assistance Program or the UAW–Ford Employee Support Services Program, the Executive Directors of the Fund, in consultation with the Executive Program Directors of the Program that administers the benefit in question, will render an initial decision within sixty (60) days of receiving a request for review unless special circumstances require an extension of time, in which case a decision will be rendered within one hundred and twenty (120) days. The decision of the Executive Directors will be in writing and

will include the specific reason(s) for the decision and specific references to provisions of the Plan documents upon which the decision is based.

- (b) This Section applies to all disputes arising as to the administration of the benefits available from the Plan under any section of this Plan Document, regardless of whether the specific provision of the Plan Document at issue references this Section.

Section 3.5 Equal Opportunity Pledge

The Plan provides all benefits to eligible Participants free of discrimination based upon one's race, color, national origin, age, sex (including pregnancy), sexual orientation, gender identity or expression, transgender status, union activity, religion, disability, veteran status, arrest record, or marital status.

ARTICLE IV ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. This Article sets forth those rights and protections.

Section 4.1 Information About Your Plan and Benefits

ERISA provides that all Participants shall be entitled to receive information about their plan and benefits, including the rights to:

- (a) Examine, without charge, at the Office of the Executive Directors or other specified locations such as work sites and union halls, all Plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available online or at the Public Disclosure Room of the Employee Benefits Security Administration;
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Consolidated Plan Document and Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies; and
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Section 4.2 Duties of Plan Fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Section 4.3 Enforcing Your Rights

- (a) If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denials, all within certain time schedules.
- (b) Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator.
- (c) If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claims frivolous.

Section 4.4 Assistance with Your Questions

If you have any questions about the Plan or your benefits, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE V THE UAW-FORD TUITION ASSISTANCE PROGRAM

Section 5.1 Resolution of Disputes

- (a) Disputes arising under this Section may be the subject of an appeal under Section 3 of the Plan.

Section 5.2 Retiree Tuition Assistance Program

- (a) Benefits Offered Under the Retiree Tuition Assistance Program

The Retiree Tuition Assistance Program ("RETAP") provides up to \$2,000 per calendar year per retiree for the prepayment of tuition and compulsory fees for courses approved by the Plan Administrator or its designee.

- (i) Retirees may use the \$2,000 allotment to take approved classes offered by the Plan Administrator to active Employees at UAW–Ford facilities, local Union halls, or other approved program delivery sites.
- (ii) Retirees who live in areas without a local UAW–Ford facility or local Union hall may apply their full RETAP benefits to tuition and fees for courses at approved colleges or universities. This includes approved courses leading to credits or degrees at regionally accredited educational institutions, or courses included in a special range of approved competency-based areas, including non-credit and non-degree courses or activities.
- (iii) Retirees who live near an existing UAW–Ford facility or local Union hall may use one-half of their RETAP benefits (\$1,000 per calendar year) to attend classes at approved colleges or universities.

(b) Eligibility

Retirees, as defined in Section 1.15 of the Plan, are eligible for RETAP benefits except that any Employee who waived their eligibility for RETAP benefits as part of a retirement incentive package may not receive an award under this Section.

(c) Application Process

Retirees seeking to utilize RETAP benefits should submit an online application at www.myuawford.com/. Application processing time is approximately 2-3 business days. Applications for RETAP benefits must be approved by the Plan Administrator or its designee prior to the course start date. Retirees are therefore strongly encouraged to submit applications at least thirty (30) days before the course start date.

(d) Payment of Benefits

- (i) All Tuition Assistance benefits will be paid directly to the educational institution. When a Participant’s application for RETAP benefits is approved, the Program will issue an Official Tuition Voucher to the Retiree. The Retiree will then submit the Voucher to the educational institution as payment for the course(s) for which benefits were awarded at the time of registration or when the school requires payment. The Retiree is responsible for submitting the Voucher to the school by the payment due date. RETAP does not provide options for tuition reimbursement, except at approved schools that are documented as not accepting Official Tuition Vouchers. Retirees should not pay tuition or fees before requesting RETAP benefits.
- (ii) The approved educational institution to which the Retiree submits a Voucher must send an invoice to the Program requesting payment no later than nine (9) months from the term start date. The Retiree is responsible for verifying that the school has submitted an invoice to the Program and that the Program has paid the invoice. After the nine-month period has passed, payment will become the responsibility of the Retiree. Disputes arising under this Section may be the subject of an appeal under Section 3.4 of the Plan.

- (iii) Any combination of Tuition Assistance benefits totaling over \$5,250 per year is subject to applicable federal, state, and local tax provisions.
- (e) Resolution of Disputes
Disputes arising under this Section may be the subject of an appeal under Section 3.4 of the Plan.

ARTICLE VI
THE UAW–FORD EMPLOYEE SUPPORT SERVICES PROGRAM

Section 6.1 General Program Description

The UAW–Ford Employee Support Services Program (“ESSP”) provides benefits to help Employees in resolving personal and work issues that impact health and well-being and job performance. The benefit it administers to Retirees is:

- (a) The Wellbeing and Fitness Center Program.

Section 6.2 Wellbeing and Fitness Center Program

(a) Benefits Offered Through the Wellbeing and Fitness Center Program

- (i) The Wellbeing and Fitness Center Program creates and maintains safe and effective Fitness Centers, with a focus on cardio, strength, weightlifting, and group exercise, at certain UAW–Ford facilities that are available for current Employees’ and Retirees’ use.
 - (A) Retirees may use onsite or near-site Fitness Centers on a space available basis, at non-peak usage periods, when the Fitness Center is in operation. The schedule of usage will be determined by the Plan Administrator or its designee based on factors such as the location of the Fitness Center, present hours of operation, present Employee usage, and other criteria.

(b) Eligibility

- (i) Retirees are eligible to use onsite or near-site Fitness Centers on a space available basis, at non-peak usage periods, when the Fitness Center is in operations.

(c) Accessing Wellbeing and Fitness Center Program Benefits

- (i) Retirees seeking to use onsite or near-site Fitness Centers will be required to present proof of eligibility and to complete a liability waiver.
- (ii) Retirees seeking to use onsite or near-site Fitness Centers should contact the facility’s Local ESSP Representative or the National UAW-Ford Employee Support Services Program at 313 392 7000 for information on hours, access, eligibility and the liability waiver.