

# **LAVERGNE MAINTENANCE AGREEMENT**

**between**

**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**

**and**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO, CLC AND LOCAL 1055L**

**August 17, 2017 – July 29, 2022**

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*Article I – Parties; Article II – Recognition and Employees Covered; Article III – Scope;  
Article IV – No Discrimination*

**ARTICLE I**

**PARTIES**

**Section 1**

The Agreement entered into this 17<sup>th</sup> day of August, 2017, by and between Bridgestone Americas Tire Operations, LLC, parties of the first part, hereinafter referred to as the “Company”, for and on behalf of its manufacturing plant maintenance located in LaVergne, Tennessee and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC on behalf of its Local Union No. 1055L, parties of the second part, for convenience sometimes hereinafter referred to as the “Union.”

**ARTICLE II**

**RECOGNITION AND EMPLOYEES COVERED**

The Company recognizes the Union as the exclusive collective bargaining representative for all maintenance employees and boiler operators, but excluding office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**ARTICLE III**

**SCOPE**

**Section 1**

The Company shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with this Agreement.

**Section 2**

This Agreement shall only be binding on the parties’ signatory hereto, their successors and assigns.

**ARTICLE IV**

**NO DISCRIMINATION**

The terms and provisions of this agreement shall apply to all employees alike, without discrimination with respect to discharge, compensation, terms, conditions, or privileges of employment because of race, color, religion, sex, age, status as a Veteran, disabled Veterans, handicapped workers as required by law; or national origin. Instances where the male gender or

*Article IV; No Discrimination; Article V – Check-Off*

some other comparable identity appears, it is agreed that the term applies to male and female employees alike wherever applicable.

**ARTICLE V**

**CHECK-OFF**

**Section 1**

**CHECK-OFF AUTHORIZATION**

- (a) The Company agrees to deduct the dues, initiation fees and assessments established by the Union each payday from the wages of each employee who has joined the Union, and who has voluntarily signed an authorization form covering such deduction. The Company will remit the aggregate of all deductions to the Secretary-Treasurer of the United Steelworkers International Union not later than the 10<sup>th</sup> of each month.
- (b) The following paragraphs shall appear on a form which shall be personally signed by the employee:

“I hereby authorize Bridgestone Americas Tire Operations, LLC to deduct from my weekly pay an amount equal to the dues, initiation fees and assessments fixed by the Union and any unpaid amounts not to exceed three (3) months at any one (1) deduction, which are established by The International Union in accordance with its constitution and to be checked off in accordance with the current Labor Agreement & any extension thereof, or any subsequent Labor Agreement, as the case may be. Said amounts to be turned over to the Secretary-Treasurer of the International Union.”

“This Assignment and Authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of the current Labor Agreement between the Union and the Company, whichever is the shorter period. At the end of the original period of irrevocability and each renewal period of irrevocability, this assignment shall be automatically renewed and be irrevocable for a like period of one (1) year or until the termination of the then current Labor Agreement between the Union and the Company, whichever is the shorter, unless I give notice revoking this Assignment and Authorization during the ten (10) day period immediately preceding the end of such a period of irrevocability. Such notice revoking this Assignment and Authorization shall be given by written notice delivered by registered mail to the Local Union and the Company. This Assignment and Authorization shall remain in effect irrespective of my membership status in the Union, unless revoked in accordance with this procedure.”

Signature \_\_\_\_\_

Clock Card No. \_\_\_\_\_

Date \_\_\_\_\_

*Article V – Check-Off; Article VI – Management Rights*

Previously signed and unrevoked written Assignments will continue in effect until a current Assignment and Authorization is executed.

- (c) The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of Liability as a result of making any deductions in accordance with the foregoing authorizations and assignments. It shall be the responsibility of the Local Union to refund any dues deducted which have been in excess of the amount as provided in Paragraph (b) of this Section.
- (d) Beginning with the month immediately following the month of the effective date of this Agreement, the Company shall deduct voluntary contributions to the United Steelworkers Political Action Fund (“the USW/PAC”) from the wages of those employees represented by the Union who voluntarily authorize such deductions and contributions on forms provided for that purpose by the USW/PAC. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC may be as specified in such forms and in conformance with any applicable state or federal statute or regulation.

In addition to the foregoing, the Company shall deduct dues and PAC contributions from any monthly retirement benefit otherwise payable to any retired employee who shall have duly authorized such deduction(s) as a member of the Steelworker Organization of Active Retirees (SOAR) on a form acceptable to the Company to the extent permitted by applicable federal and state laws and regulations and shall remit such amounts to the International Secretary-Treasurer of the Union and where appropriate to the Treasurer of the United Steelworkers PAC Fund.

**ARTICLE VI**

**MANAGEMENT RIGHTS**

**Section 1**

The Company retains all rights and authority not expressly excluded or limited by this Agreement including, but not limited to, the right to hire; determine the number and classification of employees required; plan, direct and control the work; determine work methods and procedures; layoff and transfer employees; determine work schedules; adopt and enforce reasonable work rules, safety rules and security requirements; and to discipline, suspend or discharge employees for just cause.

**Section 2**

The parties jointly recognize and support the need to continuously improve their performance for their own benefit as well as for the benefit of Bridgestone. Thus, it is recognized that the Company may from time to time modify job requirements or assignments as the result of technological change, improved methods or changes in manufacturing process.

*Article VII – Safety and Health*

**ARTICLE VII**

**SAFETY AND HEALTH**

**Section 1**

The Company is responsible for developing and administering Safety and Health Act programs and procedures for its employees. Employees are responsible for complying with such programs and procedures. The Company and the Union agree to cooperate in developing a positive safety environment among the employees, support management's efforts to run both an efficient and safe operation, work towards achieving compliance with all provisions of the Tennessee Occupational Safety and Health Act and attaining the Company's Safety and Health goals.

**Section 2**

The Company shall have the right and responsibility to establish, promulgate, amend and enforce rules and regulations to assure orderly and safe operations. Safety and Health regulations and procedures established to comply with the Tennessee Occupational Safety and Health Act or other safety legislation will not be subject to the grievance procedure.

**Section 3**

The Company will provide safety and health items (personal protective equipment, PPE) required by the Tennessee Occupational Safety and Health Act. Company policy requires employees to wear appropriate work-type clothing; safety toed shoes and safety glasses upon entering the plant. Where safety glasses are required, the Company will provide employees with one (1) pair of prescription safety glasses every two (2) years, if necessary, or when an employee's prescription changes not to exceed one pair per year, excluding the eye exam. Prescription eye glasses will meet ANSI standard, with standard frames and must be purchased through the Company authorized supplier. Employees will be responsible for properly maintaining all Company provided safety and health items and PPE.

If it is established that an employee, while doing assigned work and exercising due caution, sustains damage to his glasses or safety shoes, the Company will reimburse the employee for the cost of necessary repairs or replacement if such repair is not feasible. The Company reserves the right to replace lenses broken under the above conditions with safety lenses in safety frames. An employee sustaining such damage will report to his Supervisor and be instructed by the Supervisor as the procedure to be followed to obtain repair and reimbursement.

The Company will provide one pair of thermal coveralls, for the term of this contract for each employee that is assigned outside work in Area 1 and Powerhouse. If an employee bids or transfers out of Area 1 or Powerhouse, the coveralls will be turned into the Company at the time the employee is moved.

## *Article VII – Safety and Health*

### **Section 4**

The Company shall provide a safety toed shoe allowance of one hundred and twenty-five (\$125.00) dollars each year for all employees who have been in continuous service for one (1) year. Any employee working where metatarsal protection is required will have an allowance of \$150.

### **Section 5**

Employees who do not use proper PPE as required by the Company or who disregard the Company's safety, housekeeping or equipment regulations will be subject to disciplinary actions, up to and including discharge.

### **Section 6**

A Safety Committee composed of two (2) persons, one (1) being Maintenance Chief Steward and the second selected by the Union shall be established and shall meet once per month. The Company shall pay for any lost time.

### **Section 7**

The Company will send a Maintenance bargaining unit representative designated by the Local Union to the annual National Safety Congress and Exposition. Arrangements for attending the annual Safety Congress and Exposition, including registration fees, payment of loss time and reasonable traveling expenses per the company travel policy, shall be paid by the Company.

### **Section 8**

The Company may establish, change or discontinue safety awareness incentive programs.

### **Section 9**

An employee who incurs an occupational injury or occupational illness resulting from employment with the Company, and covered by a workers' compensation law, will be paid for time lost from work while receiving medical attention provided by the Company, and for the balance of his regularly scheduled shift during which the injury or illness occurred, in the event he is unable to return to work during that shift. In the event the employee is sent home for the balance of the shift or is sent home under the direction of the plant physician or registered nurse acting on his behalf, such time lost shall be used in computing weekly overtime. Such employee who is sent by the Company to receive subsequent medical attention provided by the Company will be paid for time lost from work receiving such medical attention. The rate of pay shall be his hourly rate.

**ARTICLE VIII**

**EDUCATION AND DEVELOPMENT**

**Section 1**

It is recognized that advances in technology, increasing standards, competitive pressures and improvements in the manufacturing process will require employees to continuously improve their skills, to develop new skills, and to gain additional knowledge. The Union and the Company endorse the principle of continuous improvement. Therefore, when new equipment or machinery is installed, or existing equipment is updated, the Company shall provide training to hourly maintenance employees who are primarily responsible for maintaining this equipment. The Company will pay for this on the job training at the applicable rate.

**Section 2**

To assist and support employees in attaining and maintaining required skills, the Company will make available to all employees educational and training programs. The Union recognizes the necessity of protecting the integrity of the materials used in connection with these programs and will assist the Company in protecting the same.

**Section 3**

Every effort will be made by the Company for all employees to have an opportunity to participate in an Educational Assistance Program.

**Section 4**

Maintenance employees will have preference for training. The Company will determine the timing and content of any Education and Training programs, which are offered to the employees. Periodically, but no less than annually, the Company will meet with the Union to discuss education plans, scheduling, and content.

**Section 5**

All employees will also be entitled to participate in the Company's Employee Educational Assistance Program as set forth in Article XXVI.

**ARTICLE IX**

**SENIORITY**

**Section 1**

The term "seniority" shall mean the length of continuous service with the Company at Bridgestone's LaVergne, Tennessee, plant. Continuous service with previous maintenance contractors at the Bridgestone LaVergne, Tennessee, plant shall be recognized. Where employees are hired on the same day, or have an adjusted service date which is the same, a drawing shall be

held to determine the order of their seniority. For employees hired on or after the ratification date of this Contract, the employee with the earliest birth year, month and day shall be considered the most senior.

## **Section 2**

A new employee shall receive no seniority until the completion of the probationary period. At the completion of the probationary period, that employee's seniority shall be established as of the first day of employment. Newly hired employees will be regarded as probationary employees for the first one hundred and eighty (180) calendar days of their employment. During this probationary period, employees may be terminated without recourse to the grievance and arbitration procedure.

## **Section 3**

The seniority of an employee shall terminate when:

- (a) He voluntarily quits for any reason.
- (b) He is discharged for cause and not reinstated.
- (c) He fails to report for work when recalled after a layoff, within seven (7) days after being notified by telephone and by certified mail from the Company to the employee's last address as recorded in Company records.
- (d) He fails to return from a leave of absence following the expiration of such leave per Article XIII, Section 13(B).
- (e) He is laid off in a reduction of force and such layoff continues for a period equal to time of continuous service, not to exceed three (3) years.

## **Section 4**

- (a) An employee who is off work because of non-factory injury or illness, shall accumulate seniority for a period not to exceed eighteen (18) months from the first date of his absence.
- (b) An employee who receives Workers' Compensation payments shall accumulate seniority for a period not to exceed two years from the first date of absence.
- (c) An employee will continue to accumulate seniority from the first day of an authorized leave of absence.

## **Section 5**

Seniority lists shall be prepared by the Company and made available to Union officials and will be posted on the bulletin boards at six (6) month intervals.

**Section 6**

Supervisors and Staff employees returning to the Bargaining Unit after the effective date of this agreement shall return to the bottom of the Seniority list.

**ARTICLE X**

**JOB ASSIGNMENTS/CLASSIFICATIONS/WAGES**

**Section 1**

The job classifications shall be as follows:

Maintenance Engineering Technician (MET)

Multi Skill Specialist (MSS)\*

Maintenance Mechanic (M1)

Boiler Operator (M1)\*\*

\* It is understood that all multi skill classifications (excluding MET) will be moved into Multi Skill Specialist (MSS) classification upon ratification.

\*\* It is understood in order to become a Boiler Operator, the proper certification is required.

**Section 2 - Definitions**

- (a) Job Opening: Whenever the Company has a need to hire additional employees.
- (b) Transfers:
  - (1) Whenever the Company has a need to move employee(s) from the work force to another Seniority Center.
  - (2) Whenever the Company has a need to move employee(s) from the work force to another shift within the Seniority Center.

For the purpose of job postings for job openings and transfers, the Company will utilize the following Seniority Centers: Area 1, Area 2, Powerhouse, and Electrical and Instrumentation. The Company will have discussions with the Union on revisions to Seniority Centers in the event of significant changes to the plant. Vacancies shall be filled by the most senior employee in the Seniority Center who bids on the job as set forth in Section 4, below.

**Section 3**

[moved to Article XIV, Section 6]

#### **Section 4**

- (a) When job openings occur, which the Company elects to fill, the Company will post the job openings by shift for a period which will include one working day for each crew (48 hours minimum) within the Seniority Center where the openings exist. Employee(s) who wish to be considered may sign the postings. The employee(s) within the Seniority Center with the greatest seniority who signs the posting shall be awarded the job bid.
- (b) After posting within the Seniority Center under Section 4(a), above, a second bid, in accordance with Section 8, will be posted plantwide for the remaining job opening for a period which will include one working day for each crew (minimum 48 hours). Such plantwide job posting shall also be by Seniority Center and shift, with the opening awarded to the most senior employee who signs the posting.
- (c) Management will attempt to contact employees on active payroll who are absent from the plant due to qualified leave (vacation, illness, etc.) to determine their interest in the posting.

#### **Section 5**

- (a) When a need arises to transfer employee(s) to another Seniority Center [definition, Section 2(b)(1)] the Company will post one transfer bid identifying the Seniority Center and shift, as well as the number of employees to be transferred. The transfer bid will be posted for a period which will include one working day for each crew (minimum 48 hours). The employee(s) with the greatest seniority who signs the posting shall be awarded the job transfer bid. If no employee(s) signs the transfer bid, the Company will transfer the most junior Seniority Center employee(s) on 8 or 12 hours, and may transfer the next junior Seniority Center employee to fill the resulting opening, if needed.
- (b) When a need arises to transfer employee(s) to another shift within the Seniority Center [definition, Section 2(b)(2)] the Company will post one transfer bid for a period which will include one working day for each crew (minimum 48 hours). The employee(s) within the Seniority Center with the greatest seniority who signs the posting shall be awarded the job transfer bid. If no employee(s) signs the transfer bid, the Company will transfer the most junior Seniority Center employee(s) from the shift(s) where the reduction(s) is required. The intent of this language is to prevent a more senior person within the Seniority Center from being forced to the night crew if he has the seniority to remain on the day crew.

#### **Section 6**

Employee(s) from the work force transferring to another Seniority Center will be given up to thirty (30) working days to demonstrate they possess the skills required to perform the job. In the event the employee(s) does not demonstrate the necessary skills or ability to perform the job, he will be placed in a job he can perform, within his classification, if one exists, or at a lower classification with no reduction in pay.

## Section 7

Posting of job openings and transfer bids will not be applicable to temporary assignments or training assignments. Should the need arise to fill a temporary assignment the Company will request volunteers. However, if there are no volunteers, the Company reserves the right to transfer the junior plantwide employee(s) to any Seniority Center or shift on a temporary basis. After twenty-one (21) days, if the Company elects to fill the temporary position(s) on a permanent basis, the opening will be filled in accordance with Sections 4 and 5. Shift preference does not apply for temporary or training assignments.

## Section 8

For each original job opening, there shall be only two (2) bids created. The first is to fill the original opening and a second to fill an opening created from the original bid. The Company will then fill remaining openings with junior or newly hired employee(s). There shall be no cascading or domino effect, due to job openings or transfers.

## Section 9

For health and/or safety reasons the Company reserves the right to change an employee's shift or area to accommodate the employee and/or meet Company needs in accordance with ADA guidelines.

## Section 10

Any employee awarded a bid into a job opening or transfer, will not be eligible to re-bid another position for a one hundred eighty (180) day period.

## Section 11

Employees may exercise a shift preference within their seniority center and position preference two weeks prior to October 1st of each year. The moves will be made effective at the start of the next workweek following October 1<sup>st</sup>.

## Section 12- Wages

<b>Classification</b>	<b>Rate Upon Ratification</b>	<b>January 1, 2018</b>	<b>January 1, 2019</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>
MET	\$ 31.12	\$31.62	\$32.12	\$32.62	\$33.12	\$33.62
M/S Maint. Spec.	\$29.82	\$30.32	\$30.82	\$31.32	\$31.82	\$32.32
Boiler Operator	\$ 27.72	\$28.22	\$28.72	\$29.22	\$29.72	\$30.22
MI	\$ 27.72	\$28.22	\$28.72	\$29.22	\$29.72	\$30.22

The wage rates above include all wage increases through each date above and all accumulated COLA adjustments through the ratification of this Agreement. As the parties have agreed, the amounts above include and reflect a Wage Increase of \$.50 per year effective on each January 1 of 2018, 2019, 2020, 2021, and 2022.

The general wage scale shall remain in effect for the duration of this Agreement dated August 17, 2017, unless changed under the conditions and in the manner provided by this Agreement.

In the 2009 Agreement, the parties agreed to provide Maintenance teammates with a 30-year of Company service unreduced pension. This will be based on Company service since October 8, 1990 at the LaVergne plant. The parties further agree that the cost of this provision will be paid by the Union through a permanent maintenance teammate pay rate deduction of \$.04 per hour. This \$.04 deduction is not reflected in the wages listed above.

### **Section 13**

Leadman pay will be \$1.00 above the Classification base rate of pay. Selection for Leadman Classification is at the sole discretion of the Company.

### **Section 14**

Employees assigned to work a regular back shift schedule, other than day shift, shall receive a shift differential of \$.70 per hour for all work performed outside normal day shift hours.

### **Section 15**

The procedure for COLA is calculated as provided in Section 18 of this Article.

### **Section 16 [Deleted]**

### **Section 17**

A carbon black bonus of \$.25 an hour will be paid to all employees assigned to seniority center area one. This payment will only be applied to hours actually worked.

### **Section 18- COLA**

A Cost-of-Living Allowance (“COLA”) will be calculated and re-calculated as set forth below, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW-1/87 United States City Average), published by the Bureau of Labor Statistics (1967-100) hereinafter referred to as the CPI. The COLA Year will be December 1 – November 30 and will re-set each year on December 1. The first COLA Year of this Agreement will begin on December 1, 2017.

- (a) There will be no quarterly COLA adjustment schedule under this 2017 Agreement. Wage increases and COLA adjustments are described in full in Section 12 above and Section 18(b) below.
- i. As of the final Effective Date of Adjustment under the 2013 Agreement (July 3, 2017), there was a \$.19 deficit in accumulated COLA. The parties have agreed that there will be a final reconciliation of COLA from the 2013 Agreement as of November 30, 2017. If COLA accumulated between the end of the final Calculation Period of the 2013 Agreement (May 31, 2017) and November 30, 2017 surpasses the existing \$.19 deficit in accumulated COLA, there will be a final adjustment of COLA under the 2013 Agreement, with the Effective Date of Adjustment being the Pay Period beginning on January 1, 2018. Each eligible employee's adjustment will be made in exactly the same manner and amount to which that employee would have been entitled under the terms of the 2013 Agreement. If COLA accumulated between the end of the final Calculation Period of the 2013 Agreement (May 31, 2017) and November 30, 2017 does not surpass the existing \$.19 deficit in accumulated COLA, there will be no COLA adjustment and no carryover of any remaining deficit.
  - ii. After this final reconciliation of COLA under the 2013 Agreement, for the duration of the 2017 Collective Bargaining Agreement, in lieu of quarterly COLA

adjustments, COLA will be adjusted on an annual basis from December 1 to the following November 30 (the “COLA Year”). The first COLA Year of the 2017 Agreement will begin on December 1, 2017. Within each COLA year, COLA will be calculated and reported quarterly using the existing formula from the 2013 Agreement (in Section 18(b) below).

- iii. The quarters will be, in the following order each COLA Year: (1) December – January – February; (2) March – April - May; (3) June – July – August; and (4) September – October – November. COLA will be calculated and reported each quarter based upon the average C.P.I. for that quarter (three-month period).
- iv. The average C.P.I. for the fourth COLA quarter then becomes the new Base C.P.I. for the following COLA Year. The COLA calculation resets at zero at the beginning of each COLA Year based upon that new Base C.P.I., such that in no event will there be a carryover of COLA deficit from any COLA Year to the next.
- v. At the end of the COLA Year, the net annual value of the COLA Year will be determined by the adding the calculated average COLA for each of the four COLA quarters, whether positive or negative, to determine the net sum value for the COLA Year. If the net sum value is greater than the employee’s wage increase advanced on the previous January 1, the excess will be incorporated into base wages as provided for that employee under this Agreement. If the net sum value is less than the employee’s wage increase advanced on the previous January 1, the advanced wage increase amount will remain, with no catch-up required. In no event will a decline in the C.P.I. that results in an overall annual net negative value of a COLA reduce any annual COLA adjustments made either prior to or after the negative determination for the COLA Year. Each COLA Year stands on its own.
- vi. For illustration purposes, two examples based on hypothetical scenarios are provided:

Hypothetical Example 1:

- An employee receives a Wage Increase of \$.50 on January 1, 2021.
- The average applicable C.P.I. for the final quarter of the previous COLA Year (Sep. – Nov., 2020) was 750.0, which became the new Base C.P.I.
- In the first quarter of the new COLA Year (Dec. 2020 – Feb. 2021), the average C.P.I. for those three months is 757.5, an increase of 7.5 points, which results in a COLA calculation of **\$.25**.
- In the second quarter of the COLA Year (Mar. – May 2021), the average C.P.I. for those three months is 787.5, an increase of another 30.0 points, which results in a COLA calculation of an **additional \$1.00** (\$1.25 net sum total for the COLA Year).
- In the third quarter of the COLA Year (Jun. – Aug. 2021), the average C.P.I. for those three months is 763.5, a decrease of 24.0 points, which results in a COLA calculation of a **negative \$.80** (\$.45 net sum total for the COLA Year).

- In the fourth quarter of the COLA Year (Sep. – Nov. 2021), the average C.P.I. for those three months is 771.0, an increase of 7.5 points, which results in a COLA calculation of an **additional \$.25** (\$.70 net sum total for the COLA Year). This average C.P.I. for the fourth quarter (771.0) becomes the new Base C.P.I. for the following COLA Year beginning on December 1, 2021.
- The final net sum value for the COLA Year ending November 30, 2021 is **\$.70** (\$.25 + \$1.00 - \$.80 + \$.25).
- Because the \$.70 net sum value of the COLA Year exceeds the Wage Increase given at the beginning of the COLA Year by \$.20, the employee receives a \$.20 adjustment of excess COLA effective the first pay period of January 2022, to base wages as provided in this Agreement.

Hypothetical Example 2:

- An employee receives a Wage Increase of \$.50 on January 1, 2021.
- The average applicable C.P.I. for the final quarter of the previous COLA Year (Sep. – Nov., 2020) was 750.0, which becomes the new Base C.P.I.
- In the first quarter of the new COLA Year (Dec. 2020 – Feb. 2021), the average C.P.I. for those three months is 757.5, an increase of 7.5 points, which results in a COLA calculation of **\$.25**.
- In the second quarter of the COLA Year (Mar. – May 2021), the average C.P.I. for those three months is 754.5, a decrease of 3.0 points, which results in a COLA calculation of a **negative \$.10** (\$.15 net sum total for the COLA Year).
- In the third quarter of the COLA Year (Jun. – Aug. 2021), the average C.P.I. for those three months is 760.5, an increase of 6.0 points, which results in a COLA calculation of an **additional \$.20** (\$.35 net sum total for the COLA Year).
- In the fourth quarter of the COLA Year (Sep. – Nov. 2021), the average C.P.I. for those three months is 757.5, a decrease of 3.0 points, which results in a COLA calculation of a **negative \$.10** (\$.25 net sum total for the COLA Year). This average C.P.I. for the fourth quarter (757.5) becomes the new Base C.P.I. for the following COLA Year beginning on December 1, 2021.
- The final net sum value for the COLA Year ending November 30, 2021 is **\$.25** (\$.25 - \$.10 + \$.20 - \$.10).
- Because the \$.25 net sum value of the COLA Year does not exceed the Wage Increase given at the beginning of the COLA Year, the employee does not receive an adjustment of excess COLA effective the first pay period of January 2022, but the \$.50 Wage Increase given at the beginning of the COLA Year remains intact, with no catch-up required the following COLA Year.

- (b) The COLA calculation for each quarter of the COLA Year will be based on COLA of one (.01) cent per hour for each full .3 of a point increase in the CPI as set forth above. In calculating the CPI for any purpose, the computed average will be rounded to the nearest tenth of a point, using the Engineering Method of Rounding.

The COLA calculation for each quarter of the COLA Year for the classification of Multi-Skill Specialist shall be one (\$.01) cent per hour for each full .26 of a point increase in the CPI as set forth above.

- (c) COLA will be paid for all hours for which employees receive pay from the Company, and it will apply to all wage-related benefits paid on an hourly basis.
- (d) In the event the Bureau of Labor Statistics does not issue a CPI in adequate time to prepare an adjustment, the cost-of-living adjustment shall be computed as promptly as possible and paid retroactively.
- (e) No revision, retroactive or otherwise shall be made in pay or benefits as a result of any revision which may be made in a published index for any month on the basis of which the COLA calculation shall have been determined.
- (f) The Base CPI for calculation purposes will reset at the end of the COLA Year, so that in no event will there be a carryover of COLA deficit from any COLA Year to the next.
- (g) In the event the Bureau of Labor Statistics changes the form or basis for calculation of the CPI for Urban Wage Earners and Clerical Workers (as presently published) during the term of this Agreement, the parties hereto agree to request that the Bureau of Labor Statistics make available a monthly CPI in its present form and calculated on the same basis for the duration of this Agreement.

If the Bureau of Labor Statistics is unable or fails to make said index available, the parties shall negotiate on the adoption of an appropriate substitute index which most accurately reflects the spending habits of the affected employees. Failing agreement in such negotiations, the parties shall submit the issue of what shall constitute any appropriate substitute index to final and binding arbitration.

## **ARTICLE XI**

### **TOOLS**

#### **Section 1**

The Company will provide secured areas within each major plant work area for the storage of personal hand tools required by the Company. Employees are responsible for ensuring personal tools are secured at all times.

#### **Section 2**

On the first pay period of each contract year for the term of this Agreement, but not continuing after its termination, the Company will pay each employee in the Maintenance Classification with

more than one year of continuous service four hundred dollars (\$400.00) for tool allowance. Employees shall purchase tools that carry a lifetime guarantee. If the tool is not offered with a lifetime guarantee, an industrial grade tool shall be purchased. Receipts will not be required. For newly hired technicians, the tool allowance will be advanced for the upcoming July payment. If the employee fails to complete the probationary time or is otherwise terminated prior to the normally scheduled July tool allowance payout, the tool allowance will be forfeited and deducted from the employee's last paycheck.

**Section 3**

The Company shall make available any other tools that are not on the Company Minimum Required Tool List as referenced in Section 2 above.

**ARTICLE XII**

**BENEFITS**

**Section 1**

The Company will provide benefits as specified in the Benefit Agreement.

**Section 2**

In line with the timing of the Master contract, the Company will provide an open enrollment for all Insurance benefits.

**ARTICLE XIII**

**HOURS OF WORK AND OVERTIME**

**Section 1**

The Company shall be responsible for establishing the shift schedules necessary to meet the normal maintenance service needs of the Bridgestone LaVergne plant. These schedules may be changed upon sixty (60) days notice to the Union. Unless notice of a change is given in compliance with this Section, the shift schedules shall be as follows:

*Article XIII – Hours of Work and Overtime*

**SHIFTS**

<b>Crew</b>	<b>Sun.</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>
A	Off	1800 – 600	1800 – 600	Off	Off	1800 – 600	1800 – 600
B	0600-1800	Off	Off	600 – 1800	600 – 1800	Off	Off
C	1800-0600	Off	Off	1800 – 600	1800-600	Off	Off
D	Off	600 – 1800	600 – 1800	Off	Off	600 – 1800	600 – 1800
F	Off	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	Off
G	Off	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	Off
H	Off	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	Off
I	2300-0700	2300-0700	2300–0700	2300-0700	2300-0700	Off	Off
J	1500-2300	1500-2300	Off	Off	0700-1500	0700-1500	0700-1500
K	Off	Off	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300
L	0700-1500	0700-1500	0700-1500	Off	Off	2300-0700	2300-0700

It is understood that A, B, C and D crews will remain on a two-week rotation.

**Section 2**

- (a) Notwithstanding the above shift schedules, and to meet unanticipated maintenance services needs of the Bridgestone plant, the Company reserves the right to establish other shift options. The Company will give sixty (60) days notice. The Company may establish 8 or 12 hour shifts for trouble calls to correspond with plant production schedules. Trouble call crew assignments to the 12-hour shift will be in accordance with Article X of this Agreement. At the direction of the Company, other work functions may be assigned to 8 or 12 hour shifts. The Company will provide sixty (60) days notice to the Union on the establishment of new shift schedules. Additional provisions of the 12 hour shifts are specified in Article XXVII of this Agreement

**Section 3**

- (a) All employees will be at their assigned place of work as defined by the Company, no later than starting time each day and will be at their places of work at the conclusion of their paid twenty (20) minute lunch break and ten (10) minute work breaks every two (2) hours. Employees will remain at their assigned work place and continue working until their designated quitting time. Time will be allowed for clean-up and storage of tools, including clean-up time for employees who have worked in the excessively dirty areas.

### *Article XIII – Hours of Work and Overtime*

- (b) The Pay Period for purposes of computing overtime may be different from the work week. The Pay Period shall be seven consecutive 24-hour periods totaling 168 hours. The Pay Period may begin on any day and at any hour of the day; the beginning of the Pay Period need not coincide with the start of a shift. The Pay Period may be different for different portions of a plant (such as division, department, cell, classification, operation) and may be different for different shifts or crews. The Company may change the Pay Period from time to time. If an employee changes shift or job and as a result changes his Pay Period, overtime for overlapping weeks shall be computed under Federal Wage and Hour Regulations applicable to this overlapping weeks issue.

#### **Section 4**

For the defined shifts in this Article, a work week begins at 6:00 a.m., Sunday morning and runs seven (7) consecutive days. In the event shift schedules change, a new defined workweek may be established, with sixty (60) days notice to the Union. Employees will not be penalized financially as a result of a re-established workweek for the pay period(s) affected by a change in a re-established workweek.

#### **Section 5**

An overtime premium shall be paid at the rate of time and one-half the applicable rate for all hours actually worked in excess of forty (40) hours in a Pay Period and when an additional hour is required due to the seasonal time change. Unworked hours will not be counted towards the forty (40) hour workweek in computing overtime excluding paid vacations, jury duty, death in family, military duty & paid holidays which fall on an employees' normal scheduled workday. Nothing in this Agreement is to imply any employee is guaranteed a forty (40) hour workweek.

#### **Section 6**

It is recognized by the Company, the Union and the employees that considerations of uninterrupted plant maintenance services and efficiency will require the need for scheduled and unscheduled overtime work at various times to support plant production and operations. To the extent possible, the Company will first consider volunteers for overtime work. Overtime shall be distributed on the basis of seniority and qualifications.

#### **Section 7**

An employee who is off duty and is called in by the Company to work outside his regular scheduled shift, regardless of whether he works into his regular shift or not, shall receive not less than four (4) hours work and pay therefore, or not less than four (4) hours pay. All time worked under this Section will be paid for at the applicable rate, not to be less than time and one-half providing the employee responds by the mutually agreed upon report time by the supervisor and employee. (Example thirty minutes of personal time plus travel time).

## *Article XIII – Hours of Work and Overtime*

### **Section 8**

The Company will evaluate the availability of qualified volunteers in mandatory situations.

### **Section 9**

An employee who reports to work on his regular scheduled shift shall receive not less than one half (1/2) of a normal shift of work with pay or not less than one half (1/2) of a normal shift of pay (4 hours for 8 hour normal shift or 6 hours for 12 hour normal shift) unless the Company notifies the employee not to report at least one (1) hour prior to the start of shift.

### **Section 10- Bereavement**

- (a) In the event of a death in the family, an employee will be excused from work with pay for three (3) consecutive regularly scheduled working days.
- (b) An employee who is absent from work because of the death of a parent, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great grandparent, spouse's grandparent, spouse's great grandparent, grandchild or a dependent who lives in the household ("loco parentis" as defined in the FMLA regulations), will be paid for the time lost from his regularly scheduled work shift during a period of three consecutive working days. In addition, the Company will provide one (1) paid day for such time lost due to absence from work because of the death of an aunt, uncle, niece or nephew of the employee, or the spouse's brother-in-law or spouse's sister-in-law.
- (c) In the unfortunate event that more than one death occurs, either simultaneously (or nearly so) or while an employee is already off work on Funeral leave, the employee will receive pay for six consecutive working days, providing that at least one of the deaths is included in the three-day category above and at least one is a death in the immediate family. The employee will receive pay for four consecutive working days, providing that at least one of the deaths is included in the one-day category above and at least one is a death in the immediate family. For purposes of this paragraph, "immediate family" shall mean father, mother, spouse or child.
- (d) With prior approval by the HR Department, exceptions to the three-consecutive workday requirement may be made on a case-by-case basis. Any additional, pre-approved bereavement days will be unpaid.

### **Section 11- Jury Duty**

- (a) If an employee is summoned to report for selection/jury duty, the employee will be excused from work with pay for each regularly scheduled work day served. Employees will provide a copy of the summons to their supervisor. Any remuneration received by the employee from the court, may be retained by the employee.

*Article XIII – Hours of Work and Overtime*

- (b) An employee who reports for jury duty and is released in time to work half the regularly scheduled shift, will report to work on that day. Employee must request a verification of time served from the court and return it to their supervisor upon completion of service.
- (c) Any employee selected for jury duty will be placed on the day shift for those days that they are required to serve as jurors and will be paid at their applicable rate for each regularly scheduled work day for which the employee is absent from work.

**Section 12- Military Duty**

- (a) Employees who belong to the Reserve Armed Forces or the National Guard will be granted a temporary leave of absence for normal reservist/guard duty (i.e. weekend drills and/or summer camp) in accordance with and subject to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employee shall be paid the difference between the amount of pay he received from the federal or state government for such duty and their applicable regularly scheduled daily earnings for time lost while on such duty not to exceed one hundred and sixty (160) hours for 8 hour employees or one hundred and sixty-eight (168) hours for twelve hour employees annually. Such items as subsistence, rental, travel allowances, shall not be included in determining pay received from the government.
- (b) Employees involuntarily ordered to report for temporary military service will be granted a leave of absence for the duration of active service in accordance with and subject to the provisions of USERRA.
- (c) Prior to the leave of absence, employees must submit a copy of the military orders to their supervisor. A copy of the orders will become part of the employee's personnel file.
- (d) Upon returning from military service, employees will be returned to their employment in accordance with and subject to the provisions of USERRA.

**Section 13- Leaves of Absence**

- (a) The Company will give due consideration to written requests of regular employees for unpaid leaves of absence (LOA) not to exceed thirty (30) days for valid reasons.
- (b) If an employee fails to return at the end of a leave of absence, future absences will count as unexcused absences towards the attendance policy unless the teammate provides the necessary documentation for approval of such absences. It is understood that the teammate is still required during this period to report off per the procedure in place at the time. Any teammate who fails to report off or return to work after three working days will be considered terminated.
- (c) An employee granted a leave of absence must make arrangements ten (10) days in advance of the date of the expiration of his leave for an approved extension or that employee will be terminated consistent with letter (b) of this Section.

- (d) A leave of absence will be granted for an employee to participate in duties as an officer or representative of the Union without loss of seniority and benefits.

**ARTICLE XIV**  
**LAYOFF AND RECALL**

**Section 1**

In the event of a reduction in the work force, employees shall be removed from the job classifications where the reduction is required in accordance with their Bargaining Unit seniority. An employee so removed shall have his choice of any job in the bargaining unit, of equal or less rate of pay for which he is currently fully qualified, provided such job is held by a junior employee. In the event an employee accepts a layoff in preference to accepting a lower rated job, he shall retain recall rights only in his previous job classification. An employee displaced by a senior employee shall also be granted displacement rights.

**Section 2**

In recalling employees, the Company will notify them by phone, if possible, and by certified mail sent to their most current known address. Employees will be recalled from layoff by their plant wide Bargaining Unit seniority. Employees recalled from layoff must successfully pass a chemical screen test. Recalled employees who fail the chemical screen test will be recalled to the next available position after successful completion of additional re-screening, provided that at such time the employee has not been on layoff for a period equal to his time of continuous service or three years (see Article IX, Section 3(e)).

**Section 3**

The chief steward or an officer designated by the Union shall have preferred seniority, which shall apply for the purpose of layoffs.

**Section 4**

Employees returning from a layoff must be physically able to perform the work of the job to which they are being recalled. Employees will not be barred from recall due to injury, illness, or any condition existing at the time of layoff. If due to a condition not existing at the time of layoff, they will be recalled when released by the attending physician.

*Article XIV – Layoff and Recall; Article XV - Vacations*

**Section 5**

When it becomes necessary to lay off employees according to provisions of this Agreement, the Company shall notify employees affected at least five working days, exclusive of Sundays and holidays, before such layoff is made.

**Section 6**[moved from Article X, Section 3]

Whenever a need arises to hire additional employee(s) for job openings, the Company will first attempt to recall employee(s) per the Layoff and Recall provisions.

**ARTICLE XV**

**VACATIONS**

**Section 1**

Employees covered by the terms of this Agreement who have been continuously employed by the Company at the Bridgestone plant for at least the number of years shown below and meet the requirements under Section 5, shall be entitled to the number of hours of vacation during each year worked and the number of hours pay as shown below.

<u>Years Continuously Employed</u>	<u>Hours of Vacation/Pay 8hr Shift</u>
One (1)	80
Five (5)	120
Fifteen (15)	160
Twenty (20)	200

**Section 2**

Vacations for each year will be scheduled on January 1 of each year. The Company will commence vacation scheduling November 1 of the prior year. Employee’s supervisor will balance vacation requests to insure adequate coverage of the required work. Vacation preferences shall be given according to seniority within each seniority center. However, after January 1 of each year, a senior employee may not bump a junior employee.

**Section 3**

Vacation hours not utilized between January 1 and December 31, may be sold back to Company or up to (40) hours can be carried over to the next vacation year but must be taken by June 30. Once the employee’s vacation schedule is approved, it will not be altered by either party, except by mutual agreement of the employee and his supervisor.

## Article XV – Vacations

### Section 4

The minimum vacation pay shall be calculated at the employee's applicable wage rate. Vacation pay will be distributed on the normal payroll date covering the days when the vacation is taken, unless in connection with a full week or cycle of vacation an employee provides his supervisor with three weeks advance written notice that the employee elects to receive vacation pay with his last regular payment prior to taking vacation.

### Section 5

To qualify for full vacation entitlement an employee must accumulate seniority for a period of time equal to one thousand forty (1040) straight time hours. An accrued partial vacation will be paid on all accumulated time of less than one thousand forty (1040) straight time hours.

### Section 6

Should a holiday occur during an employee's vacation, he shall have the option, at the time of selecting his vacation, of requesting an additional day's pay or taking an additional day off either at the beginning of the vacation or at the end of the vacation period.

### Section 7- Vacation Scheduling

- (a) Employees having vacation entitlement of more than eighty (80) hours may schedule eighty (80) hours in increments of hours as defined by their shift days. Employees requesting incremental vacation must receive their supervisor's approval 48 hours in advance or less if coverage for the opening is secured. Employees may sell any part of all of their vacation entitlement at the applicable hourly wage rate.
- (b) An employee may use two Flexible Scheduling unit days per vacation year in partial day increments: an employee on an 8-hour schedule may take 2 four-hour increments; and an employee on a 12-hour schedule may take 3 four-hour increments or 2 six-hour increments. Any such partial day vacation may only be taken at either the beginning or the end of a shift. ***Twenty-four (24) hours notice must be provided for Supervisor approval; however, the Company will consider emergency situations where less notice is given if proper documentation is provided immediately upon return to work.***

### Section 8

Should an employee's service with the Company be terminated for any reason after one (1) year of service, he shall receive pay for any vacation time accrued in accordance with Section 5.

*Article XVI – Holidays*

**ARTICLE XVI**

**HOLIDAYS**

**Section 1**

(a) The following eleven (11) holidays shall be observed:

New Years Day	Thanksgiving Day
Easter Sunday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day After Christmas
	New Years Eve

(b) Monday through Friday crews will observe the Easter Holiday on Good Friday. All other employees will observe the Holiday on Easter Sunday.

Employees will only be eligible for one (1) holiday during Easter weekend.

**Section 2**

Employees shall receive eight (8) hours holiday pay at the applicable rate for each holiday. Work performed on a holiday shall be paid at double time (2X) the applicable rate for all hours worked, plus the eight (8) hours holiday pay at the applicable rate. Holiday pay shall be paid for all work performed during the designated twenty-four (24) hour holiday period. Should a holiday fall on an employee's regular day off, he shall receive eight (8) hours pay at the applicable rate for each holiday not worked. Holiday pay for the twelve (12) hour shifts is addressed in Article XXVII.

**Section 3**

In order to qualify for holiday pay for holidays not worked, an employee must work his last regularly scheduled workday prior to, and his first regularly scheduled workday following the holiday, unless failure to work was due to the following:

- (a) An absence due to a legitimate sickness or injury (supported by a medical physician statement); or
- (b) When an employee has requested and been granted an excused absence from work by the Company.
- (c) When an employee is late on his last regularly scheduled workday prior to, or the first regularly scheduled workday following the Holiday, no more than 30 minutes.

*Article XVI – Holidays; Article XVII – Shop Stewards*

**Section 4**

Work opportunity on each holiday (any shift configuration) will be offered to the most senior employee on the polling list, in their seniority center, until the list has been exhausted. Then, the work opportunity will be offered plant-wide. To be eligible, employees must be signed up and participating in the polling procedure (Article XXI) thirty (30) days prior to the holiday.

**Section 5**

An employee on layoff, shutdown or medical leave not to exceed thirty (30) days and who returns to work prior to the thirty first (31st) day, will be eligible for all holidays occurring in the thirty (30) day leave period.

**Section 6**

For the purposes of holiday pay calculations, the twenty-four (24) hour holiday pay period shall commence with the starting time of the first scheduled shift on the holiday.

**ARTICLE XVII**

**SHOP STEWARDS**

**Section 1**

The Union will designate a chief steward and shop stewards and will furnish the Company with the names of such stewards.

**Section 2**

The chief steward or a union officer will have the opportunity to elect assignment to day work (Monday through Friday) in order to conduct required labor/management interaction and address issues of mutual concern to both parties.

**Section 3**

Upon request, all elected Union officials will be granted sufficient time to process and handle grievances and Union business during regularly scheduled working hours with pay, for a combined forty (40) hours a week.

**Section 4**

Upon request, designated Union Officials will be given time off to attend to necessary Union duties. Time lost from regular shift by designated Union representatives at management's request will be paid at applicable hourly rates.

*Article XVIII – Grievances*

**ARTICLE XVIII**  
**GRIEVANCES**

**Section 1**

All grievances that may arise under this Agreement will be handled in the following manner:

Step 1. The Union or employee raising the grievance will complete a grievance form stating specific details of the grievance, the Article(s) and Section(s) of the Agreement alleged violated and the requested remedy. The grievance must be given to the grievant's supervisor within five (5) working days, excluding weekends and holidays, of the occurrence. The moving party and the responding party will discuss the grievance in an effort to resolve the grievance. At Step 1 meetings, the employee, if they desire, shall have the right to have a steward present during any discussions with the Company's supervisor. The supervisor will give the employee or the shop steward, if present at the discussion, an answer within five (5) working days excluding weekends and holidays, of the Step 1 meeting.

Step 2. Failing satisfactory adjustment in Step 1, the grievance will be presented in writing to the Company's Human Resources Manager (or designee) by the steward within five (5) working days, excluding weekends and holidays, after the supervisor's answer. The Company will give the steward a written answer within five (5) working days, excluding weekends and holidays.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievance committee of the Union may within ten (10) working days, excluding weekends and holidays, of receiving the Step 2 answer, request a Step 3 meeting with the Company.

Such meeting will take place between the grievance committee of the Union and designated Company representatives within ten (10) working days, excluding weekends and holidays, in an attempt to resolve the grievance. The grievance committee, including the shop steward and the grievant(s) will not be paid for attending such Step 3 meeting. The Company will give the Union a written response of the results of the meeting within fifteen (15) working days excluding weekends and holidays.

**Section 2**

Resolution or settlement of any grievance at Steps 1 through Step 3 shall not constitute a binding precedent on either party. Any disciplinary action taken toward employees will be considered void after one (1) year from date of issuance.

**Section 3**

The party not meeting the time limits specified in this Article shall void and nullify their position and award the grievance to the other party with the understanding that no precedent is

*Article XVIII – Grievances; Article XIX - Arbitration*

established. Time limits may be extended only by written request of a party and written acceptance by the other party.

**Section 4**

- (a) At any meeting between management and an employee in which the Company intends to discipline, suspend or discharge that employee, a Union representative and a Union scribe may be present if the employee so desires. In any event, the Company agrees to notify the Union in cases where the Company reprimands in writing, suspends or discharges an employee and to give discharged employees written notice of reason for discharge.

When an employee is found to be unjustly discharged or suspended, he shall be reinstated without a break in seniority or loss of wages. The decision whether or not to discharge an employee will not be made until at least two full working days have elapsed after an employee has been notified of an infraction which appears to be an offense which warrants discharge, during which time thorough consideration will be given to all facts and circumstances relevant to the matter. Extension of this period of consideration beyond three additional working days will be subject to mutual agreement of the Company and Local Union, during which time, at the request of the Local Union, Company representatives will meet with Union representatives to discuss such relevant facts and circumstances. A copy of written notices of discharge and reprimands will be furnished to the President of the Local Union or a Local Union representative designated by him. If the infraction is found not to be a dischargeable offense, but sufficient to warrant a suspension, the duration of the suspension will be related to the severity of the infraction not to the period he has been held out of work solely because of the Company's actions.

**Section 5**

Representatives of the Union attending grievance meetings or investigations shall first advise their immediate supervisor of their intended absence from their work assignment. Coverage of their work assignment will be arranged and they will then be excused for union business involving Company employees.

**ARTICLE XIX**  
**ARBITRATION**

**Section 1**

If the grievance process described in Article XVIII fails to satisfactorily adjust the differences between the parties, the Company or the Union may refer the issues to arbitration within thirty (30) working days following the Step 3 answer by the responding party.

## *Article XIX - Arbitration*

### **Section 2**

The parties to this Agreement agree to establish the same permanent panel of arbitrators as the Master panel.

### **Section 3**

The Union and the Company shall draw five (5) names from the panel and alternately strike names from said list, until a single name remains, who shall be the Arbitrator designated to hear the dispute. Grievances on the same issue (excluding discharge grievances) may be heard by the same arbitrator.

### **Section 4**

The dispute shall be heard by the Arbitrator at the earliest mutually convenient time with each party having the right to present evidence. Employees, including the Chief Steward and shop stewards, attending arbitration proceedings as witnesses, observers or grievant(s), will not be paid for such attendance or participation.

### **Section 5**

- (a) The Arbitrator shall issue a written decision within thirty (30) working days of the hearing which shall be final and binding on all parties, provided, however, the Arbitrator shall not have the authority to alter or amend the provisions of this Agreement in any way.
- (b) At the conclusion of the hearing, for discharge cases, the Arbitrator may issue an immediate decision as to whether the grievance shall be sustained or not sustained, but in any event shall issue a decision within forty-eight hours (48) (excluding intervening Saturdays, Sundays, and Holidays) after the conclusion of the hearing.

### **Section 6**

In the event the services of an impartial arbitrator are utilized, his fees and expenses shall be paid in full by the party who did not prevail in arbitration. In the event of a split decision, and as determined by the arbitrator, the expenses shall be equally shared by the Company and the Union. Any party shall have the right to have a transcript made of the proceedings at their own expense.

### **Section 7**

Grievances not resolved in Article XVIII, Step 3, may be advanced to arbitration after receipt of the Step 3 answer from the responding party. The moving party, failing to take appropriate action to advance the grievance to arbitration within ninety (90) calendar days of receipt of the Step 3 answer shall minimize any back pay liability to ninety (90) calendar days. The selected arbitrators schedule and availability shall not impact any back pay liability.

**ARTICLE XX**

**DRUG AND ALCOHOL ABUSE**

The parties recognize that the safety of all employees may be affected by the hazards that drug and alcohol abuse creates in the workplace. As a deterrent, and to enhance a safe work environment, the Company shall have the right to drug test and alcohol test new hires, employees recalled from layoff, employees with work related injuries, employees involved in damage to Company property and employees on the basis of reasonable suspicion. The Company shall have the right to discipline employees based on the results of such tests. The program implemented by the Company will be subject to the grievance and arbitration procedure on the basis of the reasonableness and/or its application in a specific case.

**ARTICLE XXI**

**POLLING PROCEDURE**

**Section 1**

The Company will maintain a list of those employees who would like the opportunity to work overtime, i.e. additional work hours beyond an employee's regular scheduled shift or work hours.

**Section 2**

Employees desiring to be polled for overtime work must complete an overtime polling sign up form. Employees will designate their assigned Seniority Center. Employees must be physically fit and meet all applicable job assignment safety requirements before they will be considered for overtime. Employees on light duty assignment (as required by a physician), due to a job-related injury or illness, will not be eligible to work overtime until such restrictions are removed by the attending physician. It is the employee's responsibility to maintain their status on the overtime polling list. Employees desiring to be removed from the overtime polling list must indicate their desire on their original polling sign up form.

**Section 3**

Any non-participating employees who later wish to be considered for overtime must complete an overtime polling sign up form as stated in Section 2. Employees then will be added to their Seniority Center overtime polling list based on their plant seniority.

**Section 4**

Employees will be polled first by seniority in their assigned Seniority Center. Once the polling list has been exhausted in the Seniority Center, management will request overtime from the employee management feels can best perform the work. All polling will be done based on seniority with the most senior person given the opportunity to work overtime first. When the next overtime opportunity occurs, then the next senior person on the polling list will be given the

## *Article XXI – Polling Procedure*

opportunity to work. This process will continue until the entire polling list has been exhausted. After exhausting the list, the process begins again with the most senior person.

### **Section 5**

Employees who abuse the overtime polling procedure will be removed from the overtime polling list for two (2) weeks.

### **Section 6**

The polling lists will be updated on a weekly basis by the Company. Supervisors will update polling lists after each canvass.

### **Section 7**

In the event the Company has a need for overtime coverage due to an unscheduled absence with less than two (2) hours notice, the Company will seek a volunteer from the off-going shift to fill the vacancy. If a volunteer is not identified, the regularly assigned junior department employee will continue working up to two (2) hours while the current shift supervisor polls to cover the absence.

### **Section 8**

Maintenance personnel who are actively performing maintenance on a piece of equipment at the end of a shift will remain at their work station and continue working until the piece of equipment he is performing work on is fully functional or until released by the current supervisor, whichever is sooner. In this situation, eight (8) hour employees will not be required to work more than four (4) hours and twelve (12) hour employees will not be required to work more than two (2) hours in excess of their normal shift time.

### **Section 9**

In the event that Seniority Center overtime needs are not met through the polling procedure, or there are not qualified volunteers to perform the overtime work, the qualified Seniority Center junior employee available will be required to work the overtime. A list by seniority will be used in each Seniority Center in reverse order when it becomes necessary.

### **Section 10**

In the event the Company makes an error in the polling procedure, the Company will give the entitled employee an additional overtime opportunity. However, when the employee is offered the overtime opportunity in his Seniority Center and refuses within the next two (2) weeks, the opportunity is forfeited.

*Article XXI – Polling Procedure; Article XXII – General Provisions*

**Section 11**

Employees not qualified to perform the overtime work will be removed from the overtime polling list.

**Section 12**

Employees have a responsibility to work their regularly scheduled shift and shall not accept overtime that exceeds 16 hours of work in a 24-hour period. The Company will not work any employee more than 16 hours in a 24-hour period.

**Section 13**

On the anniversary date of this Agreement the parties will meet to discuss the operation of the foregoing polling procedure to determine if any adjustments are necessary. Any changes or adjustment to the polling procedure shall be by mutual agreement.

**ARTICLE XXII**

**GENERAL PROVISIONS**

**Section 1**

Supervisors and other staff employees shall not be used to deprive regular employees of work. This restriction does not apply to work performed for training or instruction purposes, in emergencies or to protect property.

**Section 2**

The Company agrees to provide bulletin boards for the Union's use at places agreed upon by the parties. These bulletin boards may be used for the posting of notices concerning legitimate Union Business and activities.

**Section 3**

The Company and the Union agree that during the term of this Agreement they will meet to establish and develop procedures of operation for a joint Labor Management Cooperative Committee (LMCC).

**Section 4**

Any plant located in a jurisdiction which permits mandatory use of the direct deposit system may require employees to use such a system. If the direct deposit system may only be voluntary in that jurisdiction, the parties agree to utilize the system to the maximum extent possible and both parties will encourage employee participation. One purpose of the direct deposit system is the

*Article XXII – General Provisions; Article XXIII – No Strikes/No Lockouts;  
Article XXIV – Total Agreement; Article XXV – Legal Intent*

elimination of hard copy documents, such as paychecks and proof of deposition slips, wherever possible.

**Section 5**

Any discipline to be placed in an employee's record shall be administered within a reasonable amount of time from the events giving rise to the discipline, taking into account all relevant circumstances.

Discipline issued for attendance shall be administered within seven days of an employee's return to work from the absence which is the subject of discipline, where the only days counted for this purpose are days where the employee actually works. Where an issue exists regarding whether an absence will be counted as an incident because of the employee's application for military leave, FMLA, or Workers Compensation, discipline, if any, shall be administered by the Company as soon as practicable.

**Section 6**

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant covered by this Agreement or significant part thereof to any other party (Buyer) who intends to continue to operate the business as the Company had, unless the following conditions have been satisfied prior to the closing date of the sale:

- a. The Buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the Employees within the existing bargaining units,
- b. The Buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date,
- c. If requested by the Company, the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the Employees, except as the parties otherwise mutually agree.

This provision is not intended to apply any transaction solely between the Company and any of its subsidiaries or affiliates, or its parent Company, including any of its subsidiaries or affiliates: nor is it intended to apply transactions involving the sale of stock, except that the provision shall apply to a transaction or a series of transaction that result in a change of control.

**Section 7**

When needed, the Company will provide transportation for injured workers to and from the hospital or wherever medical services are provided. The plant medical personnel, plant safety management or their designee will determine the mode of transportation.

**ARTICLE XXIII**

**NO STRIKES/NO LOCKOUTS**

The employees and the Union agree that they will not strike during the term of this Agreement and will not condone or participate in any strikes, picketing, interference with delivery of material, slowdowns, work stoppages or disruptive activity of any kind. In addition, the employees and the Union agree not to honor any picket or demonstration by an individual group or organization whether or not it is a party to this Agreement. There will be no lockout by the Company.

**ARTICLE XXIV**

**TOTAL AGREEMENT**

This Agreement represents the complete understanding of the parties and embodies the entire Agreement between the Company and the Union.

**ARTICLE XXV**

**LEGAL INTENT**

**Section 1**

It is not intended that any condition of this Agreement shall violate any applicable Federal or State law, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void but the remainder of the Agreement shall continue in full force and effect.

**Section 2**

The parties signatory to the terms of this Agreement agree that if any of the provisions contained herein are finally held to be illegal, unenforceable, not binding, or void by a court of final and competent jurisdiction, an effort will be made by the parties hereto to promptly enter into negotiations concerning the clauses affected by such decision for the purpose of achieving conformity with the requirements of any applicable law deemed to have been violated.

**ARTICLE XXVI**

**EDUCATIONAL ASSISTANCE**

**Section 1**

Employees are encouraged to seek educational opportunities to expand their capabilities and skills. Eligible employees will be reimbursed for education expenses associated with courses or programs considered by management to be applicable and necessary for present or future job assignments at Bridgestone facility. Courses not related to the employee's current field of work will not be approved.

## **Section 2**

- (a) Eligible Employees: All active full-time hourly employees.
- (b) Educational Institutions: All education or training courses must be provided by a recognized and accredited institution.

## **Section 3**

Course requests must be pre-approved by the Human Resources and Site Manager. The company may deny a request for the following reasons:

- (a) The proposed academic workload will adversely affect the employee's present position.
- (b) The continuous employment of the applicant is uncertain.
- (c) The accreditation of the institution is in doubt or unavailable.
  - (1) Company, in-house educational or training programs are not included in this policy.
  - (2) To receive reimbursement, students must complete each course with a minimum final passing grade of "C" or equivalent.
  - (3) A leave of absence will be granted for an employee to participate in duties as an officer or representative of the Union without loss of seniority and benefits.
  - (4) Education assistance may be subject to Federal Income Tax and, where appropriate, will be reported to the Internal Revenue Service as other income.
  - (5) Approved Expenses:
    - (a) One hundred percent (100%) tuition, registration fees, non-resident and lab fees, up to \$1,000 per calendar year.  
  
NOTE: Approved credit hours cannot exceed 15 during the employee's first 18 months of continuous service.
    - (b) To receive reimbursement, employees must submit itemized receipts and grade verification.
  - (6) Government Benefits: Employees eligible to receive tax supported Federal or State education benefits (e.g. G.I. Bill) will be reimbursed by the Company for differences between the government benefits and the employee's entitlements as listed in Section III 4.
  - (7) Unauthorized Expenses: Reimbursements will not be made for fines or service charges for late payments, transportation, meals, parking, or incidental supplies not required for the course.

(8) Employee Termination

- (a) Employees who voluntarily leave the company or are terminated for cause before the completion of an approved course will not be reimbursed for the educational cost incurred.
- (b) Employees who are asked by the company to withdraw from a course or are disabled before completing approved courses, will be reimbursed in accordance with Section III 5 and 6 for the remainder of the current semester or course.

**ARTICLE XXVII**

**12 HOUR SHIFTS**

This Article defines additional terms and conditions of employment as referenced in Article-XIII, Section 2 and applicable to Company employees assigned to and performing 12-hour shift operations. It is the intent that employees assigned to 12 hour shifts are not to suffer any loss of economic considerations, nor are they to gain any economic advantage over employees assigned to other shift operations.

**Section 1- Vacations**

Employees will be entitled to the hours of vacation as shown below:

<u>Years Continuously Employed</u>	<u>Hours of Vacation/Pay</u>
One (1)	84
Five (5)	120
Fifteen (15)	168
Twenty (20)	204

*Article XXVII – 12 hour Shifts*

- (a) Vacation weeks shall be scheduled in full cycles. A cycle shall mean consecutive scheduled shifts immediately preceded and followed by non-scheduled shifts.
- (b) When an employee transfers from an eight (8) hour shift an additional eight (8) hours of vacation will be awarded not to exceed one time per year. Any vacation that remains after being taken in 12 hour increments will be cashed out or taken as approved by the supervisor.
- (c) When an employee transfers to an eight (8) hour shift any vacation time remaining over eight (8) hour increments will be cashed out or taken as approved by the employee's supervisor.

**Section 2- Holidays**

Employees working a twelve (12) hour shift shall be paid double time (2x) the applicable rate for all hours worked, plus twelve (12) hours holiday pay at the applicable rate for holidays falling on the employees' regular scheduled workday. Holiday pay shall be paid for all work performed during the designated twenty-four (24) hour holiday period. Twelve (12) hours holiday pay at the applicable rate will be paid for holidays falling on the employee's non-scheduled workday. In order to qualify for holiday pay for holidays not worked, an employee must work his last regularly scheduled workday prior to and his first regularly scheduled workday following the holiday, unless failure to work was due the following:

- (a) An absence due to a legitimate sickness or injury (supported by a medical physician statement); or
- (b) When an employee has requested and been granted an excused absence from work by the Company.
- (c) When an employee is late on his last regularly scheduled workday prior to, or the first regularly scheduled workday following the Holiday, no more than 30 minutes.

**Section 3**

Bereavement and Jury Duty are as referenced in Article XIII, Section 10 and 11 respectfully.

**Section 4**

The standard hours of work will be 0600 to 1800 and 1800 to 0600. Should it become necessary to change the starting and quitting time of the twelve (12) hour schedule the Company will give sixty (60) days notice to the Union.

**Section 5**

The standard workweek will consist of no fewer than thirty-six (36) hours nor more than forty-eight (48) hours consisting of seven (7) consecutive calendar days commencing with day shift on

*Article XXVII – 12 hour Shifts; Article XXVIII – Term of Agreement*

Sunday. When the Company determines that a change in the standard work day / week will be made, the Company will give sixty (60) days notice.

**ARTICLE XXVIII**

**TERM OF AGREEMENT**

This Agreement is effective as of August 17, 2017, and shall continue in full force and effect until 12:01 a.m. on July 29, 2022, and from year-to-year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to the applicable expiration date that a termination or modification thereof is desired.

Bridgestone Americas Tire Operations, LLC

United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union, AFL-CIO,  
CLC on behalf of its Local Union No. 1055L

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Ronnie Talbert  
Division Manager, Human Resources  
LaVergne Plant

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Jon Wright, Local 1055L President

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Clyde Cunningham, Negotiating Committee

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Stan Johnson, Int'l. Secretary/Treasurer

*Health & Safety Letter*

August 17, 2017

Jon Wright  
President USW Local 1055L  
PO Box 1436  
LaVergne, TN 37086

Dear Mr. Wright:

This letter will confirm the understanding reached between the parties with respect to allowing bargaining unit employees of the maintenance agreement between Bridgestone Firestone North American Tire, LLC and the United Steelworkers, Local Union No. 1055L to participate in the USW/Bridgestone Firestone Health and Safety program described in paragraph 4(f) of Article XV, Memorandum G of the Master Agreement.

To provide the necessary funding for this the company will contribute two cents per hour for each hour worked by employees covered by this agreement into the Master JOHP fund.

Yours very truly,

Ronnie Talbert  
Division Manager, Human Resources  
Bridgestone Firestone North American Tire, LLC

*COLA Diversion Letter*

June 8, 2005

Lewis Beck, President  
USW Local - 1055L  
PO Box 1436  
LaVergne, TN 37086

Re: C.O.L.A. Diversion Letter

Dear Mr. Beck:

This will confirm our agreement in the 2004-2005 negotiations concerning C.O.L.A. diversion for the LaVergne plant maintenance bargaining unit. For that unit, the Union has expressed a desire to use certain C.O.L.A. adjustments to fund a \$6 pension increase from \$37 to \$43 per year of service from 1990 and other costs. C.O.L.A. accumulated after the April 2004 adjustment and before the ratification date of the 2005 collective bargaining agreement amounts to \$.65 for Multi-Skilled employees and \$.56 for all other unit employees for a weighted average of \$.61.

This accumulated C.O.L.A. will be used as follows: a) \$.31 of this accumulated C.O.L.A. will be used to fund the past service cost of this \$6 pension increase until the total amount of \$586,000 has been diverted to this funding, at which time the \$.31 will begin to be paid as wages; b) \$.19 of this accumulated C.O.L.A. will be permanently diverted to fund the ongoing service cost of this \$6 pension increase, and this \$.19 will never be paid as wages; c) \$.02 of this accumulated C.O.L.A. will be used to fund this unit's participation in the "two-cent fund" for Health and Safety described in a separate letter of this date; d) \$.04 of this accumulated C.O.L.A. will be added to wages effective the first pay period beginning after ratification of this Agreement; e) the balance of accumulated C.O.L.A. will be retained by the Company to pay benefit and other costs.

Yours truly,

John Hassmiller  
Human Resources Manager  
Bridgestone Firestone North American Tire, LLC  
LaVergne Plant

Agreed:

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Lewis Beck

*COLA Diversion Letter*

April 3, 2007

Garry Manning, President  
USW Local 1055L  
PO Box 1436  
LaVergne, TN 37086

Re: C.O.L.A. Diversion Letter – LaVergne Maintenance Bargaining Unit

Dear Mr. Manning:

This will confirm our agreement in the 2006-2007 negotiations concerning C.O.L.A. diversion for the LaVergne plant maintenance bargaining unit. During the 2004-2005 negotiations, the parties agreed to a C.O.L.A. diversion letter. Except as modified herein, that letter will continue. In addition, the Union has expressed a desire to use certain C.O.L.A. adjustments to fund a \$6 pension increase from \$45 to \$51 per year of service from 1990 and other costs. C.O.L.A. accumulated after the July 2006 adjustment and before the ratification date of the 2007 Collective Bargaining Agreement amounts to \$.25 for Multi-Skilled employees and \$.22 for all other unit employees for a weighted average of \$.24. This \$.24 will be permanently diverted to fund ongoing service cost of this \$6 pension increase, and this \$.24 will never be paid as wages.

The next \$.76 of future C.O.L.A. adjustments will be used to fund the past service cost of this \$6 pension increase until the total amount of \$618,000 has been diverted to this funding. Under the 2004-2005 C.O.L.A. diversion letter, \$.31 of C.O.L.A. was diverted to fund past service cost associated with a \$6 pension increase from \$37 to \$43 until the total amount of \$586,000 has been collected. Once the \$586,000 has been collected, the \$.31 will then be used to fund any remaining balance of the \$618,000 for the past service cost of this \$6 pension increase. When and only when the \$618,000 has been collected in full, from this contract diversion or the prior diversion, the entire \$.31 plus \$.76 for a total of \$1.07 will begin to be paid as wages. In no case will credited service go back before 1990.

Yours truly,

Brian Sears  
Human Resources Division Manager  
Bridgestone Firestone North American Tire, LLC  
LaVergne Plant

Agreed:

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Garry Manning, President  
USW Local 1055L

*4 Day/10 Hour Shifts Letter*

August 12, 2013

Mr. Jon Wright  
President USW, Local 1055L  
PO Box 1436  
LaVergne, TN 37086

Dear Mr. Wright:

This will confirm our discussions during the 2013 Maintenance negotiations concerning the possible adoption of a 4 day/10 hour shift standard work week for all or part of a plant. If a plant elects to move some employees to that 4 day/10 hour operation, the following collective bargaining agreement provisions will be modified as stated:

1. Article XII, Section 3 (Lunch and Rest Periods)  
In addition to the lunch and rest periods specified for an 8-hour day in Article XII, Section 3, there shall be one additional rest period of ten minutes to be scheduled by management so that lunch/rest periods may be taken at roughly even times during the shift.
2. Article XIII, Section 10 (Death-in-Family)  
Employees shall be entitled to receive three consecutive working days off with 30 hours of pay.
3. Article XVI (Holidays)  
For an employee assigned to 10-hour operations, the hours of payment shall be equal to his standard shift. The remaining provisions regarding holidays applicable to five-day operations shall apply to four-day operations.
4. Article XV (Vacations)  
A week of vacation shall be 4 working days of 10 hours each, and shall be scheduled in the same manner as scheduled for employees working on a 5 day/40 hour week. The remaining provisions regarding vacations for 5-day operations shall apply to 4-day operations.

Sincerely,

Mark Highland  
Division Manager, Human Resources  
Bridgestone Americas Tire Operations, LLC  
LaVergne Plant

Agreed:

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Jon Wright

*Voluntary Separation Program and Multi-Skill Enhancement*

August 17, 2017

Jon Wright  
USW Local 1055L – President  
P.O. Box 1436  
LaVergne, TN 37086

Dear Mr. Wright:

During the 2017 contract negotiations, the parties reached the following agreements pertaining to a voluntary separation program and certain initiatives to assess and enhance the skills of the maintenance workforce at the LaVergne plant. This letter shall supersede any conflicting provisions of the parties' Collective Bargaining Agreement ("CBA"), as well as any prior memoranda or side letter agreements. In case of a conflict with any other letters, memoranda, or other provisions of the CBA, this letter shall control.

**Maintenance Voluntary Separation Program**

1. The parties recognize there may be a mutual interest between the Company and some number of maintenance employees to accept a voluntary permanent separation from employment, including retirement for those so eligible, in exchange for payment under a voluntary separation program (the "Separation Program"). Accordingly, the parties have agreed that the Company will offer the Separation Program to the LaVergne maintenance employees. The total number of employees who may accept the Separation Program may not exceed thirty-five (35).
2. The Separation Program will be initially offered within forty-five (45) days of the ratification of this Agreement with a maximum of five (5) employees eligible to participate in the Separation Program during 2017. The Separation Program will be offered in 2018, 2019, 2020, and 2021 with a maximum of seven (7) employees eligible to participate in the program each year. The Separation Program will be offered in 2022 with a maximum of two (2) employees eligible to participate in the program. The Company will consider requests for additional Separation Program participants during program years and minor exceptions will not be unreasonably withheld. If the total number initially offered by the Company, or initially accepted by eligible employees, is less than thirty-five (35), then the Company may, in its discretion, elect to offer the Separation Program on one or more occasions at a later date, provided the Company applies the overall limit of thirty-five (35) to the total number of employees to be separated.
3. Each employee accepting an offer under the Separation Program will receive a lump sum cash payment either in one lump sum amount upon resignation or retirement, or, at the employee's election, in three separate installments with a gross total amount of Sixty Thousand Dollars (\$60,000.00). The three separate installments will be in the amounts of: (1) Twenty-Four Thousand Dollars (\$24,000.00) upon resignation or retirement; (2) Eighteen Thousand Dollars (\$18,000.00) on the one-year resignation or retirement anniversary; and (3) Eighteen Thousand Dollars (\$18,000.00) on the two-year resignation or retirement anniversary. Employees who are eligible and participate in the Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees (the "Plan") may elect to contribute, on a pre-tax basis, installment one of the

Separation Program into the Plan. The maximum pre-tax amount of installment one that will be eligible to be contributed by the employee will be the lesser of \$24,000 or the maximum pre-tax limit allowable under federal law for the calendar year installment one is paid. Any pre-tax contributions the employee has deferred into the Plan during the calendar year in which installment one is paid will be included in calculating the maximum pre-tax contribution allowed. If the maximum amount of installment one which can be contributed into the Plan is less than \$24,000 the difference will be paid in cash less normal income tax withholding. Contributions into the Plan will not be allowed for installments two and three. All payments for installments two and three will be subject to normal payroll tax withholding.

4. The candidates will be selected by their seniority within the LaVergne maintenance bargaining unit (excluding any years of service at another Bridgestone plant or in the Master production unit at LaVergne).

5. To be eligible, employees must have at least fifteen (15) years of credited service since November 1, 1990 in the LaVergne maintenance bargaining unit (excluding years of service at another Bridgestone plant or in the Master production unit at LaVergne).

6. Eligible employees who accept an offer under the Separation Program must work until a date acceptable to the Company, at which time the employee will resign or retire. An employee who accepts an offer under the Separation Program may not thereafter revoke his acceptance.

7. As a condition of payment under the Separation Program, employees must sign an appropriate individual Release Agreement comparable to releases previously offered to maintenance and Master production employees at the LaVergne plant.

8. Because this Separation Program is a permanent separation of employment, employees who accept the Program will not be eligible for continuation of medical coverage after this permanent separation of employment.

### **Maintenance Classifications, Pay Progression, Benefits, and Training**

9. This Agreement maintains the multi-skilled job classification of Maintenance Engineering Technician (“MET”) created in 2013. METs shall not be eligible for leadman pay under Article X, Section 13 of the LaVergne Maintenance CBA. Notwithstanding any provision to the contrary in the collective bargaining agreement (“CBA”), or in any other side letter or memorandum of agreement, if management determines the labor market requires a higher payment rate to obtain qualified new maintenance technicians, the parties will meet to discuss and bargain over any increase in the top out general wage rate for METs.

10. The Company expects that new employees who pass the current maintenance exam and technical interview will be hired directly into the MET classification. Such new employees hired directly into the MET classification will be subject to the following wage progression schedule:

Percent of Top Rate MET Pay:

Hire	84%
6 months	88%
12 months	92%
18 months	96%
24 months	100%

*Provided, however,* the Company reserves the right in assessing an individual candidate's skills, prior work experience, and training, to initially place a newly hired MET at any place on the above-described wage progression, and to then reassess and move the same individual, within his six month probationary period, forward or backward on the wage progression.

11. The Company does not currently expect to hire new employees into the existing non-MET job classifications set forth in Article X (MSS and M1).

12. Existing maintenance employees holding any of the non-MET job classifications set forth in Article X (MSS or M1) shall be eligible to move to the MET classification upon passing the Company's maintenance exam and accompanying certification conducted by the LaVergne maintenance manager, or his designee. Employees must complete the certification for the MET classification within six (6) months of passing the written maintenance exam in order to rely on the exam results without retesting. Testing dates will be determined by the Company, and employees will not be permitted to take the maintenance exam more often than once every six months.

13. To promote and facilitate the transition of the existing maintenance workforce to the new MET classification, the Company will offer training classes designed to enhance the skills necessary to successfully complete the Company's maintenance exam. To be eligible for the MET training, employees in the non-MET classifications must first take the Company's maintenance exam, with those who do not pass either the written exam or the accompanying certification being eligible for the MET training. Tuition for the MET training classes will, in the first instance, be paid for by the Company, with the class time being offered on paid time. The training classes on paid time may be offered, at the discretion of the Company, either during an employee's normal shift or on an overtime basis. The number and selection of employees enrolled in the training classes at any one time will be subject to Company approval based on the needs of the business. An employee who fails to pass a class paid for by the Company will, thereafter, remain eligible to retake the course and otherwise continue with the training but at his own expense and on unpaid time.

14. Employee movement among the non-MET job classifications shall no longer be permitted, and the employee skills testing program and associated pay progressions that existed between the M1 and MSS classifications under prior agreements are terminated.

15. The Union shall encourage all current maintenance employees to obtain the necessary skills and training to obtain MET certification.

Yours truly,

Ronnie Talbert  
Human Resources Division Manager  
Bridgestone Americas Tire Operations, LLC  
LaVergne Plant

Agreed: \_\_\_\_\_  
Jon Wright, President, USW Local 1055L

*Performance Efficiency Plan (“PEP”)*

August 17, 2017

Jon Wright  
USW Local 1055L – President  
P.O. Box 1436  
LaVergne, TN 37086

Dear Mr. Wright:

The parties have agreed to a Performance Efficiency Plan (“PEP”) at the LaVergne plant to reward USW represented teammates by providing them with an opportunity to earn a bonus payment based on improvements in productivity, waste and scrap that are attributable to their efforts. The parties agreed that the maintenance unit will participate in the PEP with the Master production employees at the LaVergne plant, which will become effective starting August 17, 2017, and will be available on the same terms to all full-time USW represented maintenance and production teammates at LaVergne. Regarding the specifics of the Company’s contributions to the PEP bonus pool and the payout of the same to eligible teammates, the following understandings were reached:

1. The PEP bonus will be paid monthly. Approximately 80% of the bonus will be based on the plant’s performance in attaining its monthly ticket, and approximately 20% of the bonus will be based on the plant’s performance in attaining its budgeted waste and scrap percentage.
2. Monthly ticket attainment will be measured at the plant by the number of actual cured tires received into the warehouse compared to the plant’s monthly ticket established by the Company. When the plant attains 100% of its ticket for the month, the Company will contribute toward the plant’s PEP bonus pool an amount equal to \$140.00 per full-time USW represented teammate who is on the active payroll as of the last calendar day of the month.
3. Where the plant fails to attain its monthly ticket, the employees may earn back the missed Company PEP bonus contribution and payout for that month if in the immediate following month the plant receives into the warehouse a number of tires that, when combined with the previous month, is sufficient to attain 100% of the plant’s combined ticket for the two consecutive months. In the event that management determines it is necessary to shut down the plant to take an inventory adjustment during a month, the Company will reduce the monthly ticket required to achieve 100% attainment by the daily ticket for the days taken out of production.
4. Waste and scrap target attainment at the plant will be measured monthly by the actual waste and scrap compared to budgeted percentage established by the Company. When the plant achieves its waste and scrap percentage for the month, the Company will contribute \$35.00 per full-time USW represented teammate who is on the active payroll as of the last calendar day of the month toward the plant’s PEP bonus pool.

*Performance Efficiency Plan (“PEP”)*

5. The total PEP monthly bonus pool available for distribution to eligible teammates shall include the amounts contributed by the Company based on the plant’s performance relative to budget for ticket attainment and waste and scrap percentage. Payouts to eligible teammates from the PEP bonus pool will be based on their individual total pay for the month, less any earnings from A&S and/or SUB (“Eligible Pay”). Each teammate’s Eligible Pay will then be calculated as a percentage of the total monthly payroll for the plant and multiplied by the plant’s total monthly PEP bonus pool to determine each teammate’s individual monthly PEP bonus payout. *Provided, however,* that teammates who are in counseling under the Company’s Attendance Program shall receive only 75% of the calculated payout, teammates in Step 1 of the Attendance Program shall receive only 50% of the payout, and teammates in Step 2 or 3 of the Attendance Program shall receive only 25% the payout.

6. PEP bonus payouts will ordinarily be distributed by second regular payroll date of the following month. To be eligible for a PEP bonus payment, as calculated above, a teammate must be on the active payroll on the last calendar day of the month.

7. The total amount of any undistributed monthly PEP payouts due to individuals who were either in the Attendance Program, or who were not on the active payroll on the last calendar day of the month, will be added back to the PEP bonus pool for the plant to be distributed to eligible teammates as part of the PEP bonus payout the following month.

8. Results in terms of where the plant stands month-to-date relative to its budgeted ticket attainment and budgeted waste and scrap percentage for purposes of the PEP bonus payout will be communicated to teammates and the Union at the plant on a weekly basis. In addition, the local LaVergne management and Union leadership will meet monthly to review and discuss the original and revised budgets for the following month as well as the first or second half of each year.

9. In the event that a disagreement arises regarding the calculation or administration of the PEP, the parties will attempt to resolve such differences by agreement. The Company reserves the right to change or modify the PEP, after notice to and discussion with the Union.

Yours truly,

Ronnie Talbert  
Human Resources Division Manager  
Bridgestone Americas Tire Operations, LLC  
LaVergne Plant

Agreed: \_\_\_\_\_  
Jon Wright, President  
USW Local 1055L

*Letter re: Institute For Career Development*

August 12, 2013

Jon Wright  
USW Local 1055L – President  
P.O. Box 1436  
LaVergne, TN 37086

Dear Mr. Wright:

During the course of the 2013 contract negotiations, the parties discussed the Union's desire for the maintenance unit at LaVergne to participate in the USW-Bridgestone Firestone Institute for Career Development (the "Institute") along with the Master bargaining unit. Accordingly, effective as of the ratification date of this Agreement, the maintenance unit will participate in the Institute pursuant to the below described guidelines:

1. Establishment

Effective July 1, 2005, the Union and the Company established the Institute which, in conjunction with similar programs negotiated by the Union with various other employers, will be administered under the rules and procedures of the Institute for Career Development (ICD).

2. Purpose

The purpose of the Institute is to provide resources and support services for the education, training and personal development of the Employees of the Company, including upgrading their basic skills and educational levels.

3. Guiding Principles

The Institute and ICD shall be administered in a manner consistent with the following principles:

- a. Workers must play a significant role in the design and development of their jobs, their training and education, and their working environment;
- b. Workers should be capable of reacting to change, challenge and opportunity; and this requires ongoing training, education and growth; and
- c. Worker growth and development can only succeed in an atmosphere of voluntary participation in self-designed and self-directed training and education.

4. Financing

Following ratification of this Agreement, the first \$0.10 of C.O.L.A. that is accumulated above the \$0.25 of C.O.L.A. advanced by the Company at ratification will not be paid as

*Letter re: Institute For Career Development*

wages but, instead, will be diverted to fund the maintenance unit's participation in the Institute.

The parties will also seek and use funds from Federal, State and Local governmental agencies.

5. Administration

- a. The Institute will be administered jointly by the Company and the Union in accordance with procedures, rules, regulations and policies agreed to by the parties.
- b. The Company may contract with the Institute or ICD to provide services and resources in support of established training.
- c. The Company agrees to participate fully as a member of ICD in accordance with policies, rules and regulations established by the ICD. The Company's financial contributions to the Institute will continue to be separately tracked. ICD will continue to be under the joint supervision of the Union and participating Employers with a Governing Board consisting of an equal number of Union and Employer appointees.

6. Reporting, Auditing, Accountability and Oversight

The following minimum requirements shall govern reporting, auditing, accountability and oversight of the funds provided for in Paragraph 4.

a. Reporting

- (1) For each calendar year quarter, and within thirty (30) days of the close of such quarter, the Company shall account to the ICD, the International Union President and the Chair of the Union Negotiating Committee for all changes in the financial condition of the Institute. Such reports shall be on form(s) developed by the ICD broken down by plant and shall include at least the following information:
  - (a) The Company's contribution, an explanation thereof and the cumulative balance; and
  - (b) A detailed breakdown of actual expenditures related to approved program activities during said quarter.
- (2) The Joint Co-Chairs of the Local Joint Committees shall receive a report with the same information for the LaVergne plant.

*Letter re: Institute For Career Development*

b. Auditing

The Company or the Union may, for good reason, request an audit of the Company reports described in Paragraph 6(a) above and of the underlying Institute activities made in accordance with the following: (1) the Company and the Union shall jointly select an independent outside auditor; (2) the reasonable fees and expenses of the auditor shall be paid from Institute funds and (3) the scope of audits may be Company-wide, plant-specific, or on any other reasonable basis.

c. Approval and Oversight

Each year, the Local Joint Committees shall submit a proposed training/education plan to the Chairs of the Union and Company Negotiating Committees or their designees. Upon their approval, said plans shall be submitted to the Institute. The Institute must approve the plan before any expenditure in connection with any activities may be charged against the funds provided for in this Agreement. An expenditure shall not be charged against such funds until such expenditure is actually made.

7. Dispute Resolution Mechanism

Any dispute regarding the administration of the Institute at the Company or plant level shall be subject to expedited resolution by the Chairs of the Union and Company Negotiating Committees and the Executive Director of ICD who shall apply the policies, rules and regulations of the Governing Board and the provisions of this Section in ruling on any such dispute. Rulings of the Executive Director may be appealed to the Governing Board, but shall become and remain effective unless stayed or reversed by the Governing Board. Within sixty (60) days of the effective date, the parties will develop an expedited dispute resolution mechanism that resolves disputes within two (2) weeks.

Yours truly,

Mark Highland  
Human Resources Division Manager  
Bridgestone Americas Tire Operations, LLC  
LaVergne Plant

Agreed: \_\_\_\_\_  
Jon Wright, President  
USW Local 1055L