

**MASTER
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**

Dated October 2, 2009

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Article I – Parties and Plants & Article II – Recognition and Employees Covered

ARTICLE I

Parties and Plants

Section 1

This Agreement entered into this 2nd day of October, 2009, by and between Bridgestone Americas Tire Operations, LLC, for and on behalf of its manufacturing plants located in Akron, Ohio; Des Moines, Iowa; LaVergne, Tennessee and Russellville, Arkansas (for convenience sometimes hereinafter referred to as “BATO” or the “Company”), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (“International Union” or “USW”), AFL-CIO, CLC and its Local Union No. 7L, Akron, Ohio; Local Union No. 310L, Des Moines, Iowa; Local Union No. 1055L, LaVergne, Tennessee; and Local Union No. 884L, Russellville, Arkansas (for convenience sometimes hereinafter referred to as the “Union”).

ARTICLE II

Recognition and Employees Covered

Section 1

- (a) The Company recognizes the Union as the exclusive collective bargaining representative for all production and maintenance employees in the above-named plants (and for any expansion or extension of the manufacturing facilities of such plant located in the metropolitan area of the city in which any such plant is located), for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. The term “employees” is subject to the inclusions and exclusions currently recognized by the parties at the local plant level, with such changes as may be mutually agreeable.

In Akron:

The term “employees” does not include foremen, full-time supervisors, timekeepers, clerks, office employees, plant protection employees, confidential salaried employees and employees covered by other collective bargaining agreements.

In Des Moines:

The term “employee” shall not include office personnel and clerks, factory clerical employees, laboratory technicians, plant protection employees, scheduling clerks, maintenance electricians and supervisory employees with the authority to hire and discharge or effectively recommend such action. In the event that the Company were to again assume management of the cafeteria, it is agreed that the cafeteria employees would

be included in the bargaining unit. The term "employee" shall include all production and maintenance

Article II - Recognition and Employees Covered

employees of the Company except as provided above. Maintenance and Construction apprentices will be included in the bargaining unit if an apprenticeship program is established in this plant.

In Russellville:

The term “employees” shall be defined in accordance with NLRB Certification of June 9, 1969, Case No. 26-RC-3475 and shall include all production and maintenance employees at the Russellville, Arkansas Plant. It shall not include all office clerical employees, professional employees, guards and all supervisors as defined in the Act.

In LaVergne:

The Company recognizes the Union as the exclusive bargaining agent for all production and maintenance employees classified as Production Operator, Senior Production Operator, Production Specialist, Production Leader and Senior Production Leader, including Die Shop. The foregoing is in accordance with the NLRB Certification of August 3, 1977, Case No. 26-RC-5569.

Full time Supervisors, Security Inspectors, office staff, personnel, clerical, technical and professional occupations, Final Inspection Classifiers, Tire Room Instructors and Set-Up personnel and Elevator Attendants are excluded from the Bargaining Unit. Further, the parties recognize that members of the maintenance employee bargaining unit are in a separate bargaining unit, currently covered by its own collective bargaining agreement. All employees in that separate bargaining unit are excluded from the master bargaining unit and are not affected in any way by this Agreement.

- (b) The automation of jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status. The determination of the status of new or revised jobs will depend on a comparison of its job characteristics with bargaining unit and non-bargaining jobs at the local plant. On bargaining unit jobs the Company will continue to make adequate training of employees available in order to enable them to operate new or modernized machinery or equipment which has been released to the production departments by the technical and engineering departments.
- (c) In the event the Union is designated in accordance with the National Labor Relations Act as the bargaining agent for a unit of production and maintenance employees at a manufacturing plant producing the primary products of the plants covered by this Agreement, the Company will within ten calendar days following a request of the Union, negotiate the question of the application of the terms and provisions of this Agreement to such unit.

Article III - Union Security and Check-Off

ARTICLE III

Union Security and Check-Off

Section 1

Any employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, maintain his membership in the Union to the extent of tendering uniform initiation fees (if any) and periodic dues.

Section 2

Any person hired as a new employee and any employee who is hereafter transferred into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, become a member of the Union (to the extent of tendering uniform initiation fees (if any) and periodic dues) on and after the thirty-first day following the date of employment or transfer, and shall maintain such membership in the Union.

Section 3

Any employee who is not a member of the Union shall, as a condition of employment, become a member of the Union (to the extent of tendering uniform initiation fees (if any) and periodic dues) on and after the thirty-first day following the effective date of this Agreement and shall maintain such membership in the Union. Any employee who is on layoff, on leave of absence or absent due to injury or illness shall comply with the requirement of this Section on and after the thirty-first day following his return to work.

Section 4

Sections 1, 2, and 3 shall not apply to an employee who is denied a membership in the Union or whose membership therein has been terminated for reasons other than his failure to tender the uniform initiation fees (if any) and periodic dues in such amount as may be fixed by the USW International Secretary-Treasurer in accordance with the procedure prescribed by Article III, Section 7 of this Agreement and applicable law.

Section 5

- (a) In the event any employee fails to become a member of the Union as provided in Sections 2 or 3 above, the Union shall give written notice to the Company and to such employee of such failure, the exact amount owed and the manner in which it was calculated. Such employee shall not be retained in the employ of the Company unless he has, within 2 weeks after receipt of such notice, presented evidence that he has become a member of the Union to the extent of tendering uniform initiation fees (if any) and periodic dues, or that he was denied a membership for reasons other than his failure to tender the uniform initiation fees (if any) and periodic dues in such amount as may be fixed by the USW International

Article III - Union Security and Check-Off

Secretary-Treasurer in accordance with the procedure prescribed by Article III, Section 7 of this Agreement and applicable law.

- (b) Any employee who has become a member of the Union as provided in Sections 2 or 3 above and who thereafter fails to maintain his membership in the Union to the extent of tendering uniform initiation fees (if any) and periodic dues shall not be retained in the employ of the Company, provided that the Union shall have given written notice to the Company and to such employee of such failure, the exact amount owed and the manner in which it was calculated, and such employee shall have failed to comply with the provisions of this Article within thirty calendar days after receipt of such notice.

Section 6

The provisions of this Article III shall apply to all plants now covered by this Agreement, except those plants in states where state law now or hereafter prohibits this form of Union security. In the event any such state law is repealed or modified, and such prohibition is removed in whole or in part, the provisions of said Sections shall apply to the extent and under the conditions permitted by law. The Company agrees that where it may legally do so it will enter into an Agency Shop Agreement, or an agreement to deduct uniform fixed fees from non-Union members of the bargaining unit for services rendered, with the International Union or any Local Union which is prevented by state law from applying the union security provisions of this Article III.

Section 7

- (a) (see Memo XV-C and Letter A-5) Effective with the effective date of this Agreement, the Company will check off dues, assessments and initiation fees as designated by the USW's International Secretary-Treasurer, as Union membership dues for each employee for whom the Company has been furnished a current signed written assignment or current signed Union dues check-off authorization. Previously signed and unrevoked current written assignments will continue in effect.
- (b) (1) All persons who are hereafter employed by the Company in the bargaining unit represented by the Union shall be given by a Company representative before beginning work a copy of this Agreement, a Union membership application, a form of voluntary dues deduction order provided for in Section 7, Paragraph (b)(2) hereof, and a letter over the signature of a Company representative advising the new employees that the Union is the certified bargaining agent for the employees.
- (2) The form of such Union dues check-off authorizations shall be as determined by the USW, but shall be substantially as follows, unless modifications shall be necessary to conform to applicable law, in which case such Union dues check-off authorizations shall conform to applicable law:

Article III - Union Security and Check-Off

**CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS**

Company

20

Plant Date

Pursuant to this authorization and assignment, please deduct from my pay each month while I am in employment with the collective bargaining unit in the Company, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to James D. English, or his successor, International Secretary/Treasurer of the United Steelworkers, or its successor, Five Gateway Center, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within the fifteen days following the termination date of any collective bargaining agreement between the Company and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

Article III - Union Security and Check-Off

Local Union No. _____

United Steelworkers _____

Signature _____

Clock No. _____

Witness _____

Ledger No. _____

- (3) In the event that applicable legal prohibitions against Union dues check-off authorizations in this form are repealed or modified, and/or such prohibitions are removed in whole or part by court decisions, the provisions of this Section shall apply to the extent and under the conditions permitted by law.
- (c) (1) Unless the Company is otherwise notified, the only amounts to be deducted pursuant to this Section from the pay of any employee who has furnished written authorization therefore shall be monthly Union dues.
- (2) Assessments and initiation fees, if any, will be deducted from employees' pay and remitted to the International Secretary-Treasurer of the Union only upon specific designation therefore by the Union's International Secretary-Treasurer.
- (3) The method of calculating the amount of Union dues, the timing of making deductions of such dues from employees' pay and the procedures to be followed by the Company for transmitting such dues shall be as set forth in instructions to the Company from the USW International Secretary-Treasurer, which will be substantially in the form of Exhibit III-A, attached to this Article III.
- (d) The Company shall provide the Secretary-Treasurer of the USW International Union each month with a Union dues check-off report containing the name and clock number of each employee who has paid dues and initiation fees (if any) for that month, the amount of such dues and fees deducted from each employee, and the total amount deducted. A copy of the report for an individual plant will be sent to the Financial Secretary of the Local Union and to the USW District Director for the district in which the plant is located. The Union will promptly submit to the Company any changes in the amounts to be deducted, upon which the Company will rely in making future deductions.
- (e) The Financial Secretary of the Local Union will submit to the Company once each week authorization cards and a summary list of affected employees, containing the name, clock number, and amount of dues and fees (if any) to be deducted.
- (f) If the Company receives a revocation notice which complies with the revocation procedures set forth in the check-off form, upon notice to the Financial Secretary of the Local Union, it will cease the check-off the calendar month after the calendar month in which it receives the revocation notice.

Article III - Union Security and Check-Off

- (g) The provisions of this Agreement shall be effective in accordance and consistent with applicable provisions of state, provincial and federal law.
- (h) The Union will indemnify, defend and save harmless the Company against any and all claims, suits, judgments or other liabilities arising out of the administration of this Section 7 of Article III.
- (i) The above provisions concerning check-off of Union dues will be posted on all Company bulletin boards for a period of three calendar days following the effective date of this Agreement.

Section 8

The Company shall notify the Union with regard to hires, rehires, transfers, leaves of absence, exits (specifying the type of exits) and laid-off employees who have refused recall or have failed to respond to recall and have been removed from the recall list. Information, including seniority of employees laid off, will be furnished up to six times per year upon request by the local Union at least one week in advance.

EXHIBIT III - A

Greetings:

This letter is designed to provide you with guidance in the deduction of dues. The text of this letter has been reviewed and approved by the International Executive Board as an appropriate interpretive ruling under Article XIV of the United Steelworkers of America Constitution.

Finance

The initiation fees shall be Ten Dollars (\$10.00), except where a higher initiation fee has been authorized.

Monthly dues for a member shall be an amount equal to 1.3% of said member's total earnings during the month provided that monthly dues shall not be less than \$5.00 and provided further that monthly dues shall not be more than 2.5 times the member's average hourly earnings. An individual member shall be entitled to exoneration from the payment of dues for any month for which the member has not become entitled to five days' pay or its equivalent in wages and benefits in lieu of wages. For lump sum payments, dues shall be calculated separately by applying the 1.3% to such payments.

Vacation

Vacation pay should be handled in the following manner:

If a person has vacation coming and takes the vacation in the normal way, then the amount of wages and the amount of hours should be added to the amount of wages earned and the amount of

Article III - Union Security and Check-Off

hours worked for that month. For example, a person works three and one-third weeks in the month of July and takes one week vacation, then the wages for the vacation and the 40 hours should be added to the respective wages and hours worked in July.

On the other hand, if the person works the entire month of July and in addition is paid for three weeks vacation because he is selling the vacation back to the Company, these totals should not be co-mingled. They should be kept separate and the vacation pay should be treated as a lump sum and multiplied times the 1.3%. This amount would be sent in separately in addition to the regular dues calculated for wages earned in July.

Lump Sum Payments

Lump sum payments, such as grievance settlements and arbitration awards, profit sharing payments and other payments which are attributable to earnings outside the earnings period are a part of "total earnings," but they are to be calculated separately; that is, the 1.3% is to be applied to them and the resultant figure deducted without reference to the dues maximum figure.

In the paragraphs which follow we shall assume that lump sum payments have been dealt with separately and accordingly we use the words "adjusted total earnings" to refer to all earnings other than lump sum payments which are subject to the dues calculation.

Dues Calculation Components

Dues are calculated by multiplying "adjusted total earnings" by 1.3% and comparing the result with the product of "average hourly earnings" times 2.5 (or other appropriate multiplier, if the earnings period is other than a one month period).

"Average hourly earnings" are "adjusted total earnings" divided by the hours with which they are associated. The adjusted total earnings figure consists of the total of all payments for both worked and unworked time divided by the combined totals of all hours worked and the appropriate equivalent hours for all unworked time for which payments are made and included in gross earnings. The resulting figure will be the gross average earnings or "total earnings."

The dues for the period will be the lesser of 1.3% times adjusted total earnings or average hourly earnings times the multiplier.

A different multiplier needs to be used where the earnings are for a different period. Thus, the multiplier is 1.25 where the earnings are for one-half a month, 1.1538 where earnings are on a biweekly basis, and .5769 where on a weekly basis. Examples of the use of these multipliers are attached.

"The Earnings Period"

Dues may be deducted on a per pay basis using the earnings of each pay or the previous month's earnings as the base, as agreed by the International Union.

Article III - Union Security and Check-Off

If it is elected to utilize the per pay basis, which we believe is in the best interest of our members and the employers, we suggest that you accumulate the dues until the end of the month. However, we request that you submit the dues payment no later than the ten (10) days following the last dues deduction of the month.

If you deduct on the basis of the previous month's earnings from the first pay period of the month, we request that you submit the dues payment no later than ten (10) days following the deduction.

The R-115 Form, a supply of which is enclosed, is to be completed and mailed along with your check within the same ten-day period to the designated lock box address on the enclosed R-115 Form. The local Union financial secretary and servicing International representative are to also receive a copy of the R-115 Form within this ten-day period.

There will be a need for you to provide a monthly listing showing the name and employee identification number for all members for whom dues deductions were made, together with appropriate data on hours and earnings, as well as the amount of such dues deductions.

The enclosed partial listing may be helpful in determining whether a particular payment is subject to dues deduction.

Should you have any questions or require further assistance, please contact Armenia Ierovante, Comptroller of our Union at (412) 562-2330.

We appreciate your cooperation in this matter.

Sincerely yours,

Stan Johnson
International Secretary-Treasurer

Article III - Union Security and Check-Off

Included In Dues Calculations

Worked holiday pay
Unworked holiday pay
Overtime
Employee contributions to 401K
Class Room Instructor Fees
Military Encampment allowance for annual active duty
Jury and Witness allowance paid by employer
Salary Continuance for sick pay "Down Time"
Attendance bonus
Service bonus

Vacation pay
Incentive payments
Shift differential payments
Signing bonus
Vacation allowance

Excluded From Dues Calculations

Insurance benefits
SUB Plan benefits
Relocation allowance
Worker's compensation benefits
Unemployment compensation
Severance allowance

Employer contributions to 401K

Suggestion plan pay
Sick Pay - 3rd party
Clothing Allowance
Vacation pay/Bonus for employees laid off 3 months or more
Pension payments
Deceased employees final pay

Section 9

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 of America PAC Fund.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any action taken or not taken by the Company for the purpose of complying with the provisions of this Section or reliance upon any list, notice, or assignment furnished under any of such provisions. To the extent necessary, the P&I Agreement will be amended to reflect this Section and the Union indemnity will extend to any affected Benefit Plan.

Article IV - Seniority and Leave of Absence

ARTICLE IV

Seniority and Leave of Absence

Section 1

- (a) Seniority is continuous service at a local plant computed by the time actually spent on the active payroll of that plant plus approved absence as hereinafter defined.
 - (1) The term “active payroll” as used in this Agreement, means the list of employees who have qualified, at a local plant, to receive wages from the Company and who have not been removed from the list due to discharge, quit, layoff, leave of absence, absence due to injury or illness, retirement or severance award. Removal from the list due to injury or illness will not be less than two weeks from the last day worked.
- (b) A new employee shall have no seniority status until he has completed a period of one hundred eighty calendar days’ service, at which time he shall be credited with such service. A new employee who is laid off before the completion of one hundred eighty calendar days’ service, if recalled and rehired, will receive service credit after completion of a total of one hundred eighty calendar days’ service. A new employee shall be considered a probationary employee for a period of one hundred eighty calendar days. Such probationary employee shall be entitled to Union representation under the grievance procedure.
- (c) An employee who quits or is discharged for cause thereby terminates his seniority.
- (d) The Company shall be responsible for all seniority records and shall post current seniority lists in each department.
- (e) (see Memo E and Letter A-4) An employee who was transferred from work now covered by the bargaining unit to supervisory or other confidential work shall accumulate seniority and will, when released from that work by the Management, return to his previous or comparable work within the bargaining unit, consistent with his seniority, provided he is able to do the work. An employee with less than three months’ seniority who is transferred to supervisory or other confidential work after April 22, 1967, shall not accumulate seniority in the bargaining unit as provided above. In determining whether such an employee will be returned to the bargaining unit during personnel reductions because of production requirements, the seniority status of bargaining unit employees will not be arbitrarily disregarded. An employee who is transferred from work now covered by the bargaining unit to supervisory or other confidential work on or after August 27, 1976 when released from that work by the Management shall have the right to take a vacancy and if the employee cannot take a vacancy shall revert to the general recall list consistent with his seniority. An employee who is transferred from work now covered by the bargaining unit to supervisory or other confidential work on or after April 22, 1991, (April 23, 2000 for LaVergne employees) when released from that work by the

Management shall have the right to return to the bargaining unit consistent with the seniority he held at the time of transfer out of the bargaining unit.

Article IV - Seniority and Leave of Absence

The ability to return to the bargaining unit is limited. Employees covered by this paragraph who were transferred from work now covered by the bargaining unit to supervisory or other confidential work prior to April 26, 2007, may not return to the bargaining unit; employees covered by this paragraph who are transferred from work now covered by the bargaining unit to supervisory or other confidential work subsequent to April 26, 2007, may only return to the bargaining unit, when released by Management, if they do so within twelve months of being transferred out of the bargaining unit. An employee who returns to the bargaining unit under this subparagraph may only do so one time after April 26, 2007.

- (1) With the consent of an employee, the Company shall have the right to temporarily transfer him to supervisory work for a period not to exceed one hundred eighty calendar days within a twelve-month period and such period may be extended by mutual agreement. These employees will not issue discipline and will not make recommendations regarding discipline. Affected employees will continue to accumulate seniority.
- (f) (see Letter 6) An employee who receives Workers' Compensation payments shall accumulate seniority during the period covered by compensation payments. If, at the end of such period, he is physically unable to return to work on his classification or on another classification to which he might be eligible for transfer, he shall accumulate seniority for an additional period not to exceed two years, during which he shall furnish satisfactory evidence of continuing disability.
- (g) An employee who is off work because of non-factory injury or illness, shall accumulate seniority for a period not to exceed eighteen months from the first date of his absence. During this period he shall be subject to layoff and recall according to his seniority.
- (h) (1) A laid off employee with less than two years' seniority when laid off, if rehired within five years from date of layoff, shall receive credit for seniority held at time of layoff, plus seniority credit for time laid off not to exceed his seniority held at time of layoff.
- (2) A laid off employee with two years' or more seniority when laid off, if rehired, shall receive credit for seniority held at time of layoff, plus seniority credit for time laid off not to exceed two years.
- (3) An employee laid off after attaining seniority status shall, with respect to recall rights, be deemed to have accumulated seniority during layoff for a period equal to his seniority held at time of layoff, but in no case more than two years.
- (i) An employee who at the time of layoff had a permanent partial disability, or who incurs a permanent partial disability during layoff, shall not at the time of recall be barred, because of such disability, from rehire on work he is able to do.

- (j) (1) (see Letter A-12 and Letter A-7) An employee who becomes physically unable to perform the work of his classification because of a factory injury, or because of the infirmities of age or ill health, including employees hired with a disability; shall, upon

Article IV - Seniority and Leave of Absence

such determination by the Medical Department, be assigned to other work which he can perform, consistent with his seniority. The foregoing applies to disabilities which are presumed to be permanent. Medical evidence pertaining to such disabilities are subject to Section 2, Paragraph (g) of this Article.

- (a) An employee displaced as the result of an assignment pursuant to this Section (j) (1) will be placed consistent with Section 3 of this Article IV.

Section 2

- (a) (see Letter A-1, and Letter G) An employee wishing a leave of absence (other than F.M.L.A. Leave as defined by "G" letter) for a period of more than two weeks shall make application to the Labor Relations Department. If granted, a leave of absence will normally not exceed ninety calendar days. However, such leave may be extended by the Labor Relations Department if the employee makes a request before the expiration of his leave and submits evidence of a sufficient reason for the extension. A leave of absence will not be granted for self-employment or employment elsewhere. Temporary absence for religious activities shall not be considered as employment elsewhere. An employee on leave shall accumulate seniority during the period of an approved leave of absence, and must return by the expiration date of the leave, whereupon he shall be placed on his previous or comparable work, consistent with his seniority provided he is able to do the work.
- (b) (see Memo Q, Letter A-6) An employee, selected for full-time duty as an officer or representative of the United Steelworkers of America, or one of its Local Unions at a BATO facility, or the AFL-CIO, CLC, as such, will, upon application to the Human Resources Department, be granted a leave of absence. This leave shall be for the period of such duty or term of office and will, under the above conditions, be extended upon application to the Labor Relations Department. A leave of absence will also be granted for an employee for duty as a full-time officer or representative in any labor division of a state or federal government agency or of any national, state, county, or city Union Council. Request for such leave will be by written notice from the designated representative of the International Union. An employee on such leave shall accumulate seniority during the period of approved leave of absence. An employee covered by this provision must make application for reinstatement within twenty calendar days after being released from such full-time duty, whereupon he shall be placed on his previous or comparable work, consistent with his seniority, provided he is able to do the work.
- (c) A BATO veteran will, upon application to the Labor Relations Department, be granted a leave of absence for educational training under the G.I. Bill of Rights, so-called. The leave of absence shall not exceed six months but will be extended in periods of six months, provided the BATO veteran continues the educational training under the G.I. Bill of Rights, so-called, and makes application to the Labor Relations Department for each extension before the expiration of the prior leave and submits acceptable evidence of

continued enrollment in an approved educational facility and of satisfactory progress during the preceding educational training period.

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A BATO veteran on such leave must make application for reinstatement within thirty calendar days after completing his course of study. Upon reinstatement he shall receive credit for seniority for the time he was on such approved leave of absence and consistent with his seniority, he shall be placed on his previous or comparable work, provided he is able to do the work. Such seniority credit shall be adjusted for any time he would otherwise have been laid off, as provided in Section 1, Paragraph (h) of this Article IV.

A BATO veteran is an employee who left the employ of the Company to enter the Armed Forces of the United States, and who subsequently was reinstated by the Company under conditions entitling him to seniority credit for prior service and time spent in the Armed Forces.

A BATO veteran who has been granted such a leave of absence and who applies for temporary re-employment during the period from the end of one school year until the start of the next will, upon application to the Labor Relations Department, be placed on the recall list.

- (d) An employee who is a member of a reserve component of the Armed Forces (including the R.O.T.C. or equivalent) and is required to enter upon active training duty as such a member shall be granted a leave of absence during the period of said service.

Leave of absence for an employee who is performing a service in the uniformed services shall be granted in accordance with applicable law. Any employee whose employment is interrupted by a period of service in the uniformed service will be permitted, upon request, to use during such period any vacation accrued by the employee before the commencement of such service. An employee who has to absent himself from work for short periods to perform a service in the uniformed services shall be permitted to trade shifts on a voluntary basis.

- (e) An employee with one year or more of seniority who is elected or appointed to serve in a legislative, executive, or administrative capacity in the city, county, state or federal government, will, upon application to the Labor Relations Department, be granted a leave of absence provided the position to which he is appointed or elected requires his services on a full-time basis during the period for which the leave of absence is granted. This leave shall be for a period of not more than one year, subject to renewal upon written application. An employee on such leave shall accumulate seniority not to exceed a total of six years for such periods and upon reinstatement, credit for additional time in office beyond said six years. An employee covered by this provision must make application for reinstatement within twenty calendar days after the end of his tenure in such office, whereupon he shall be placed on his previous or comparable work, consistent with his seniority, including additional credit for any time on approved leave beyond a total of six years, provided he is able to do the work.

- (f) An employee on a leave of absence granted pursuant to Paragraphs (a), (b), (c), (d), or (e), above, who is unable to return to work at the expiration of such leave, or any extension

Article IV - Seniority and Leave of Absence

thereof, because of illness or injury occurring during the leave of absence, shall, prior to the expiration of the leave of absence or as soon thereafter as possible, furnish due proof of inability to return to work and shall accumulate seniority in accordance with Section 1 (f) or Section 1 (g), as the case may be, of this Article.

- (g) In the event there is any disagreement between the Company's physician and the employees' personal physician regarding the medical evidence presented at time of return from sickness, injury or leave of absence, or due to reassignment of a medically restricted employee as provided in Section 1 (j) above, the two physicians shall consult regarding the medical evidence in an attempt to resolve the question. However, if the question is not resolved, the question shall be submitted to the third physician selected by such two physicians. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide such question. The expenses of the third physician shall be borne by the Company.

Section 3

Except as provided above, seniority matters shall be determined as follows. The Company shall post, in a central location, on a weekly basis, a report of the vacancies and openings that have been filled in the prior week showing: department, classification and the name and clock number of the employee filling the vacancy or opening.

(a) Vacancies Within An Employee's Department

In order for an employee with seniority to be considered for a voluntary transfer between classifications within his department, he must have at least one year of seniority in his department and must not have made a voluntary job move within the past year.

- (1) (see Letter F) Exceptions to the above are limited to the following (employees assigned to the Tire Building classification may not utilize these exceptions):
 - (i) Movement to a higher rated job or daywork-with-incentive job in the department.
 - (ii) Movement to a key classification consistent with paragraph (e), below.
 - (iii) Movement to a job on which the employee is previously qualified.
 - (iv) Movement to a classification from which the employee had been involuntarily moved.
 - (v) Movement from the Utility and Service pool at Russellville, or another pool in accordance with paragraph (d) below.

- (2) When a permanent opening exists in a classification within a department, the Company shall post a notice in the department indicating that the opening exists and that a

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bidding cycle will occur. The notice shall be posted for a period which will include one working day for each crew. At the conclusion of the posting period, the initial opening in the classification and all resulting openings in that bidding cycle will be filled from the classification transfer requests on file at that time. The most senior employee in the department who has a valid classification transfer request on file in the department at that time will be awarded an opening in the classification. In the case of key classifications, paragraph (e) below will apply. An employee may withdraw a classification transfer request, upon notification to his supervisor, prior to the conclusion of the posting period. When no such transfer requests are on file, the provisions of paragraph (b)(2) below shall apply. There shall be no more than two voluntary intradepartment moves per original vacancy.

- (3) An employee who is awarded an opening under the provisions of Section 3(a) shall be placed in the opening within 30 days.

(b) Vacancies Outside An Employee's Department

Except as provided in paragraph (b) (3) below, there shall be no more than two voluntary interdepartment moves per original vacancy.

- (1) In order for an employee with seniority to be considered for a voluntary transfer to another department, he must have at least one year of seniority in his current department. (see Letter F) Exceptions to this requirement are limited to the following (employees assigned to the Tire Building classification may not utilize these exceptions):
 - (i) Movement to a skilled trades classification.
 - (ii) Movement to a key classification consistent with paragraph (e), below.
 - (iii) The return to a department and classification of a previously displaced and/or involuntarily assigned employee who is previously qualified, to any such department and classification. Such a returning employee will have priority over non-returning employees, regardless of relative seniority, provided that: (A) the returning employee must accept the first opportunity to return; failure to do so causes permanent forfeiture of the benefits of this subparagraph; (B) this subparagraph only applies when there is an interdepartment opening that, except for the application of this provision, would be filled under Subparagraph (b)(2), below; and (C) when more than one employee meets the requirements for this priority, between or among such employees, seniority shall prevail. (If a previously displaced or involuntarily assigned employee is awarded the vacancy, he will no longer be eligible for this exception.)
 - (iv) Movement from the Utility and Service pool at Russellville, or another pool in accordance with paragraph (d) below.

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- (2) When a permanent opening exists in a classification within a department which will not be filled under paragraph (a)(2) above, the senior employee who has an interdepartment transfer request on file in the Labor Relations Department prior to the opening will be awarded the opening consistent with the provisions of this paragraph (b) and, in the case of key classifications, paragraph (e) below, except as provided in paragraph (3) below.
- (3) If at the time of the opening there is an excess employee described in paragraph (n)(1)(iii) below, the opening shall be awarded to the senior employee from the combined group consisting of employees described in paragraph (b)(2) above and the employee described in paragraph (n)(1)(iii). In the case of key classifications, paragraph (e) below will apply as well.
 - (i) If the original opening is awarded to an employee described in paragraph (b)(2) above, and if, at the time of the resulting opening in the second department (after the application of paragraph (a)(2) above) there is an excess employee described in paragraph (n)(1)(iii) below, such resulting opening shall be filled by the excess employee according to the provisions of paragraph (n)(1)(iii) below.
 - (ii) If the original opening and the resulting opening in the second department are awarded to an employee described in paragraph (b)(2) or (b)(3)(i) above, and if, at the time of the resulting opening in the third department (after the application of paragraph (a)(2) above) there is not an excess employee described in paragraph (n)(1)(iii) below, such resulting opening shall be filled in the following order: by an excess employee described in (n)(1)(iii) below who thereafter becomes available, by an employee recalled from layoff, by a new employee.
- (4) When new departments or classifications are to be established, employees will be notified in order to permit the filing of transfer requests. This provision will apply to Section 5 below to the extent the Company has a need for additional employees from unaffected classifications or departments.
- (5) The following applies to an employee with seniority who submits a transfer request to a department.
 - (i) He may have three interdepartment transfer requests on file at one time in the Labor Relations Department (five in the case of plants with more than twenty-five departments). Transfer requests will remain in effect for a period of one year from the date they are received by the Company. A transfer request must be on file prior to 10 a.m. on the day the Union is notified of the opening in order to be considered for that opening. Transfer requests must specify the department to which the employee wishes to

transfer, may prioritize the employee's pending transfer requests and may specify classification. An

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employee will be furnished a copy of any transfer request he files with the Company.

- (ii) He may withdraw an interdepartment transfer request upon notification to the Labor Relations Department, provided that the withdrawal request is made prior to the employee's being awarded the opening.
 - (iii) Notwithstanding any other provision of this Article IV, Section 3(b), when the number of learner employees regularly working in a department exceeds (a) 10% of the total employees on the active payroll in a department with 11 or more employees or (b) 20% of the total employees on the active payroll in a department with 10 or fewer employees, no employee will be permitted a voluntary transfer out of the department. "Learner employee" is an employee who is not at the top rate for his classification because he is not fully qualified.
- (6) The Company shall notify the Union when a permanent opening exists 2 days prior to the opening being awarded to an employee under this paragraph (b).
 - (7) An employee who is awarded an opening under the provisions of Section 3(b)(5) shall be placed in the opening within 45 days.

(c) Definition of Previously Qualified

The term "previously qualified" refers to an employee who has held a classification and received the top/qualifying rate of pay of that classification within the past four years (excludes employees in the Utility and Service pool at Russellville and any pools established in accordance with Section 3(d) below).

(d) Plant -Wide Hiring Pools

By mutual agreement, the parties at the local level may establish plant-wide hiring pools. If such pools are established, the parties may, by mutual agreement, include movement from such pools in the exceptions provided for in paragraphs (a)(1)(v) and (b)(1)(iv) of Section 3 above.

(e) Key Classifications

Selection criteria to be used in selecting employees to fill openings and vacancies on key classifications shall be as follows:

- (i) Previous qualifications (as defined in paragraph (c) above);
- (ii) The ability to perform the job with a reasonable amount of training (gauged in a common sense way among candidates);
- (iii) Disciplinary record (most recent year on active payroll);

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- (iv) Basic skills tests (job related, graded impartially, EEO validated, applied uniformly to all candidates);
- (v) Seniority.

Except as set forth in paragraph (n) Reduction in Force, below, where the selection criteria in (i) through (iv) above are relatively equal, the selection will be made on the basis of seniority.

- (f) The following classifications are currently designated as key classifications at the various plants, and such list may be modified only by mutual agreement.

KEY CLASSIFICATION GROUPINGS

OPERATIONS

**Des Moines – Department 175 Tire Assemblers
Banbury Operator
Tuber Operator
Calender Operator (including electronic beam operator)
Cement House Operators
Tire Builders
Classifier**

MECHANICAL/ENGR. OPERATIONS

**Skilled Trades
Die Maker
Curing Room Set-up
Tire Room Set-up
Final Finish Set-up**

- (g) **Recall Procedures and Time Limits**

- (1) Recall to key classifications shall be governed by paragraph (e), above.
- (2) Recall to non-key classifications will be by plant seniority.

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- (3) When recalling laid off employees, the following time limits shall apply. Failure to report in accordance with these time limits will result in the termination of seniority.
- (i) The employee shall have forty-eight hours (exclusive of intervening Saturdays, Sundays, and holidays) from the time the notice is received to contact the Labor Relations Department and accept or reject the offer of suitable employment.
 - (ii) The employee shall have ninety-six hours to report for a medical examination and drug screen. It is the employee's responsibility to schedule such examination and drug screen with the Medical Department.
 - (iii) The employee shall have three calendar days to report for work after successfully passing the medical examination and drug screen. This period may be extended for reasons acceptable to the Company.
 - (iv) The Company will take such steps as may be required to deliver a notice of recall, orally or in writing, at the last address on file with the Company. If the notice is to be delivered orally, and if the employee is not immediately available by telephone or other personal contact, a registered or certified letter will be sent to the last address on file with the Company. If the notice has been delivered orally and if he fails to report for work when scheduled, a registered or certified letter will be sent to the last address on file with the Company.
 - (v) A recalled employee who cannot pass the physical examination when recalled will be returned to the recall list until such time as he can pass the physical examination. If within thirty calendar days from the date the employee passes the examination there have been no vacancies on jobs for which he has qualifying eligibility, the employee may notify the factory employment office in writing that he is requesting to displace the junior employee in the plant. If the employee does not so notify the factory employment office, he will continue on layoff until recalled in line of seniority on a job for which he has qualifying eligibility and consistent with paragraph (m) of this Section 3.
- (h) When two or more employees have the same service date or adjusted service date, the tie shall be broken as follows: For employees hired prior to August 18, 1994, the procedure in use before that date at each local plant shall be used. For employees hired on or after August 18, 1994, the employee with the earliest birth year, month and day shall be considered the most senior.
- (j) An employee's plant seniority shall determine the shift for a given classification.

- (1) Production and Skilled Trades employees requiring a training / familiarization reasonable breaking in period will be placed on their respective shift before the end of a ninety day period following the date of employment, transfer, or reclassification.

Article IV - Seniority and Leave of Absence

- (2) When an employee has established his shift preference in his classification, he may not again exercise his shift preference in line with his seniority until the next annual date set by the Company. An employee shall submit notice on a form provided by the Company to exercise his shift preference. The form shall remain on file unless changed by the employee at least two (2) weeks prior to the annual date established by the Company. The Company will post a notice thirty calendar days in advance, advising employees of the established date.
 - (3) Employees may not work for more than sixteen hours consecutively due to such shift transfer.
 - (4) When an opening occurs in a classification, one employee (either an employee already in the classification or an employee coming into the classification) may, by seniority, exercise shift preference to displace the junior employee on day shift or night shift, whichever the exercising employee prefers. If an employee already in the classification exercises shift preference to the original opening, the incoming employee will be assigned to the exercising employee's job. If an employee already in the classification exercises shift preference, to displace the junior employee, the incoming employee and the displaced employee will choose between the two remaining openings by seniority. If the incoming employee exercised shift preference, the displaced employee will be assigned to the original opening. If no employee exercises shift preference, the incoming employee will be assigned to the original opening.
 - (5) An employee may exercise shift preference within his classification in situations where the Company determines that a rebalancing of the number of employees on the shifts is required.
 - (6) An employee displaced from his shift by another employee must remain in his same classification on another shift, unless the employee, through the application of paragraphs (a)(2), (b)(2), or (b)(3) of this section, is eligible for and is awarded a permanent opening on his shift.
- (k)** Except for vacation scheduling purposes as provided in Article X, Section 5(a) or unless otherwise covered in this Article, an employee must be on the active payroll to exercise any seniority right.
- (m)** An employee who is being laid off will be informed of his requirement to register his availability with the Labor Relations Department within twelve months after layoff and at the end of each succeeding twelve-month period. Failure to register will result in the employee's name being removed from the recall list and the termination of seniority.
- (n) Reduction in Force**
- (1) An employee will be laid off in reverse order of seniority by classification in his department and in accordance with the following, except as otherwise provided

with respect to paragraph (e), key classifications. In addition, the parties have agreed to a

Article IV - Seniority and Leave of Absence

procedure for layoff and recall, which procedure is attached as Letter W to this Agreement.

- (i) Employees in the affected department who have not acquired seniority status shall be removed according to service date.

Section 4

The application of the provisions of this Agreement to employees affected by a subdivision of or combination of departments or classifications shall be as follows:

- (a) The Company shall notify the Union at least two weeks in advance of any subdivision of or combination of departments or classifications for the purpose of negotiating the application of the provisions of this Agreement to employees affected by such subdivision or combination.
- (b) In the event of the combination of a key classification and a non-key classification, the combined job shall not be deemed a key classification unless agreed to by the Union or unless the employees in such combined classification spend more than half their time performing tasks associated with the job formerly in the key classification.

Section 5

- (a) The parties agree in principle to permitting optional layoff of a senior employee in an affected classification during a personnel reduction which would otherwise result in layoff of an employee from the same department. It is understood that an employee laid off as provided herein is subject to recall before new employees are hired, or when the employee's classification requires additional personnel consistent with the provisions of Section 3, of this Article IV and the parties' agreed upon layoff and recall procedure (see Letter W).
- (b) The Company may, without the requirement of making a layoff of employees in accordance with the layoff procedure, reduce the schedule due to production requirements for a balancing group, department or departments to not less than twenty-four hours per week, or may reduce the scheduled hours below twenty-four for not more than two consecutive weeks, or for not more than two weeks in any six-week period. The foregoing shall not be construed to require reducing the number of scheduled hours below the number of hours in the standard work week before laying off employees.
- (c) 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. If such notice is not given within the first hour of the employee's shift, the first of the five working days will begin with the employee's next scheduled shift. For those plants with seven-day operations, the Company shall notify employees affected at least five working days, exclusive of holidays, before such layoff is made. Employees to be laid off will be given pay at their

Basic Wage Rate for such time in the five-day period when work is not available.
Employees who are off work

*Article IV - Seniority and Leave of Absence, Article V - General Wage Provisions
& Article VI - Wage Application Provisions*

because of injury or illness, leave of absence, or who are absent for any other reason, will not be brought into the factory to work out a five-day period and will be advised by a dated written notice. The Company will make every effort to notify affected employees at least one week in advance.

ARTICLE V

General Wage Provisions

Section 1

- (a) The general wage scale in each local plant, presently in effect, shall remain in effect for the duration of this Agreement, except as provided in the Memorandum of Agreement between the parties dated October 2, 2009 which is made a part hereof by reference.
- (b) The differentials in established Basic Wage Rates in each local plant which are in effect when this Agreement becomes effective, shall remain unchanged for the duration of this Agreement, unless changed in accordance with the provisions of the Memorandum of Agreement between the parties dated October 2, 2009.

ARTICLE VI

Wage Application Provisions

Section 1

- (a) The term "classification," as used in this Agreement, means a type of work within a department and each classification shall be identified by an occupational title.
- (b) The term "Basic Wage Rate," (DBWR/IBWR) as used in this Agreement, means the maximum hourly rate (or the corresponding term used at the local level) that is established as a result of an analysis of the job factors of a classification. For learners the term refers to the classification progression step hourly rate the employee has qualified to receive.
- (c) The term "incentive" shall mean an incentive method of payment by which an employee earns one unit of payment for each unit of output.

The term "incentive rate" shall mean an incentive standard expressed in standard hours.

The term "incentive worker" shall mean an employee who has qualified to be compensated by incentive payments on a daywork-with-incentive classification which he holds.

- (d) When a new classification is established in a department where daywork-with-incentive currently exists on operations similar to the operation under consideration (or in other situations where the parties at the local level believe that a daywork-with-incentive pay

Article VI - Wage Application Provisions

method may be appropriate under certain conditions), the Company will determine pursuant to paragraph (f) below whether the pay method on the new classification will be daywork or daywork-with-incentive.

- (1) The Company will notify the Union of such determination one week in advance of the effective date of the new classification.
- (2) If it is a daywork-with-incentive classification, the employees in that classification will be paid the higher of their incentive earnings on temporary standards (established in accordance with Article VII, Section 2), or the IBWR of that classification until such time that incentive standards are established.

The Company will neither: (i) establish a new department and place an operation(s) in it nor (ii) place an operation in an existing department, for the purpose of avoiding the application of Section 1, paragraph (f) of this Article.

- (e) When an established classification is affected by conditions described in paragraph (f), below, which cause the Company to change the classification from daywork to daywork-with-incentive or from daywork-with-incentive to daywork, the Company will notify the Union one week in advance of the change. Nothing in this paragraph shall be construed, however, to require the Company to change an established daywork classification to daywork-with-incentive.
- (f) (see Letter A-2) In determining under paragraph (d) or (e) above whether the daywork-with-incentive pay method will be used, an essential prerequisite for establishing a daywork-with-incentive pay method is the potential for the operator to significantly increase the output of the job through his own initiative. Today's manufacturing equipment may not provide the manual time necessary to allow employees to significantly affect the rate of production, or may not properly be operated at a varying pace due to product uniformity requirements, other quality considerations and/or shop floor processes. The following factors will be utilized in determining pursuant to paragraphs (d) and (e) above whether a daywork-with-incentive pay method is appropriate for the classification:
 - (i) The time necessary to perform the work can be accurately measured, and
 - (ii) The work to be performed is repetitive; and
 - (iii) The equipment is capable of being operated at a variable pace; and
 - (iv) Product uniformity requirements, other quality considerations, and shop floor processes will not be compromised if the equipment is operated at a variable pace; and
 - (v) Output is significantly dependent upon the operator's skill and effort; and

(vi) Production of the operator can be tallied conveniently and accurately.

Article VI - Wage Application Provisions

The proper application of these factors will be subject to the grievance and arbitration procedure provided for in this Article.

- (g) The Company will furnish the Local Union with a copy of the list of classifications and Basic Wage Rates for the plant and any revisions of such lists. Such information will be furnished on a timely basis.

Section 2

A paid lunch period of twenty minutes per shift will be available to all employees.

Employees on an eight hour shift who desire may take one rest period of ten minutes away from their work stations prior to and one such rest period of ten minutes after their lunch period. The Company will schedule such periods insofar as practical near the mid-point between starting time, lunch period, and end of shift.

The payment for lunch and personal break times, if taken, will be the amount taken, up to seven-tenths hour per eight hour shift at classification Basic Wage Rate. This payment will be shown separately on the employee's time card.

The Company will continue the practice of allowing reasonable time in addition to the normal twenty minutes away from work for those employees where it has been recognized to be necessary because their work places are remote from lunch facilities.

Section 3

Unless changed in the manner provided in the Wage Agreement dated October 2, 2009, the nightwork differential presently in effect at each local plant shall continue to be paid for a twelve hour period.

- (a) Nightwork differential for each plant shall be as follows:

Akron - Twenty-four and one-half cents per hour paid for all hours worked between 6:00 p.m. and 6:00 a.m.

Des Moines - Twenty-four cents per hour paid for all hours worked between 7:00 p.m. and 7:00 a.m. except for Departments 401, 412 and 461 which will be paid for hours worked between 6:30 p.m. and 6:30 a.m.

Russellville - Twenty-four cents per hour paid for all hours worked between 6:00 p.m. and 6:00 a.m.

LaVergne - Thirty cents per hour paid for all hours worked between 6:00 p.m. and 6:00 a.m.

Article VI - Wage Application Provisions

Section 4

- (a) Basic Wage Rates are established on the basis of using the full time of the employee and in accordance with the Industrial Engineering concept that 100% is the equivalent of walking at three miles per hour on a level floor without a load. It is understood that employees will be given necessary time during the shift for fatigue and personal needs, including lunch.
- (1) Employees assigned to daywork classifications will be required to perform at a minimum pace of 100%; however, unusual conditions of short duration may require that the employee work at a pace above 100% for that period. This requirement will not be a consistent part of the job.
 - (2) Employees assigned to daywork-with-incentive classifications will be required to perform consistently at a minimum pace of 120% effectiveness while on standard.
 - (3) Failure to meet minimum pace requirements:
 - (i) Employees who put forth the best effort of which they are capable but lack the ability to maintain the required pace, will be transferred, consistent with their seniority, to other available openings, or, if none are available, they will be assigned to displace the least senior employee in another department on work they can perform satisfactorily.
 - (ii) Nothing in paragraph (i) shall be construed to limit the Company's right to take corrective disciplinary action with respect to employees who have the ability, but fail to put forth the necessary effort, to maintain the required pace. Such action, however, must conform to the principles of corrective discipline, including the issuance of timely warnings which describe the deficiencies and advise the employee of the consequences if such deficiencies are within the employee's control and are not corrected.
- Notwithstanding the above, and in order to achieve maximum productivity, attain overall business objectives and promote performance-based pay, all employees are encouraged to work consistently at a pace well above the minimum levels set forth above.
- (b) When a new classification is established or re-established in a department, or there is a substantial change in the job factors of an established or re-established classification, an analysis of the job factors will be made and a Basic Wage Rate will be established consistent with regular job evaluation practices and in line with established Basic Wage Rates for classifications with equivalent job factors at the local plant.
 - (c) In cases where it is not possible to use the full time of a fully qualified dayworker, he will receive the established Basic Wage Rate of his classification, provided he satisfactorily

performs the work that is assigned. However, if later it is possible to more fully use the time of the employee on work of his classification, consistent with reasonable effort for

Article VI - Wage Application Provisions

dayworkers (three miles per hour), he shall perform the added work without change in the Basic Wage Rate of the classification. It is understood that such an employee may be assigned work on another classification, for which he will be paid for the time worked either his incentive earnings, his Basic Wage Rate, or the Basic Wage Rate of that daywork classification, whichever is the highest.

Section 5

- (a) (see memo D) The Memorandum of Agreement dated April 24, 1963, as amended effective December 13, 1996, (New Time Study System) which was negotiated pursuant to Letter of Understanding dated November 17, 1956, is made part of this Agreement as set forth in Article XV D. Memorandum-New Time Study System.
- (b) Incentive standards shall be established on the basis of regular time study practices at the local plant, and in accordance with the New Time Study System and referred to in Section 5 (a) above.
- (c) An established incentive standard will not be changed unless there is a rearrangement of equipment or machinery, or a change in method, materials, tools, equipment or machinery affecting the required time per piece, in which case, a new incentive standard will be established, in accordance with paragraph C of the New Time Study Memorandum.
- (d) Incentive standards for pool or crew operations will be established or revised in accordance with paragraph C of the New Time Study Memorandum.
- (e) When an operation is being time studied for the purpose of establishing or revising an incentive standard, the job shall be completely set up and the employee shall be instructed as to all operations to be performed and methods to be used before operations are time studied for the purpose of establishing, or revising the incentive standard. The instruction will include a review of an operation description and sequence of elements. No one shall aid or instruct employees during a time study, which is being taken for the purpose of establishing or revising an incentive standard. Such studies shall be taken under normal working conditions using stock and material, which the operator can normally expect to receive.
- (f) The term “regular time study practices at the local plant”, referred to in Section 5 (b) above, relates to various procedures used by the Industrial Engineering Department at a particular plant for establishing and revising incentive standards for operations on incentive classifications in that plant in conformance with the provisions of the Collective Bargaining Agreement. Such procedures include, but are not limited to, determination of elemental times by the use of stopwatch observation and performance rating for measurement of necessary work performed; use of other measuring devices for measurement of machine speeds, conveyor speeds, temperatures, material flow, or other such factors affecting output; and the use of applicable standard data. In addition, video recorders may be used, provided they are attended and record at real time speed, and the real time is shown on the screen at all times during recording. It is understood that the

aforementioned term “attended” means that a representative of the industrial engineering department is in the general work area of

Article VI - Wage Application Provisions

the study, and may be observing other parts of the operation. It is further understood that if this technique is employed, the videotapes used to establish or revise incentive standards will be available as necessary to explain the times used. In the event there is a dispute between the parties, either party may use video recorder studies, stopwatch studies, or both, to argue their case.

- (g) A time study audit is a study made by a Company Time Study Engineer, using a stopwatch or a video recorder, of an operation which is currently covered by an incentive standard for the purpose of determining if there have been any rearrangements of equipment or machinery, changes in method, materials, tools, equipment or machinery which affect the time per piece on existing incentive standards and to check the application of standards, allowances, tally and wage calculations.
- (h) With respect to employees working on incentive operations, it is the parties' intent that each such employee know whether or not the operation is covered by a current incentive standard and if an incentive standard is in effect, what the standard is and the method for which the incentive standard was established.

The above may be accomplished by different means in each of the plants and by different means in various departments within the same plant. However, the incentive specifications and elemental sequences shall be made readily available in the department to the Union and the employees who are working on the incentive operations.

Section 6

- (a) Any complaint arising from or relating to the establishment, reestablishment, or revision of Basic Wage Rates or incentive or measured daywork standards, as provided for in Section 4 and Section 5 of this Article VI, or any complaint arising out of or relating to Article VII, Section 2 and Section 3, shall be processed exclusively through the grievance procedure described in Article XI.

It is understood that the term "measured daywork standards" wherever used in this Section 6, is not intended by the parties to create any new or additional substantive rights, but merely to insure that disputes over such standards are subject to the grievance procedure described in Article XI.

- (b) (see Article VII, Section 2) All new or revised basic wage rates or incentive or measured daywork standards shall be given a fair trial period for thirty calendar days, during which time the standard will not be grieved. Upon request of the Union, copies of any data not previously provided concerning a new or changed rate will be furnished as it becomes available during the trial period. For the purpose of resolving any complaint, the Company will make available to the Union all data on which the Basic Wage Rate was established, including the job description (if the complaint involves a Basic Wage Rate), or (if the complaint involves an incentive or measured daywork standard) data on which the incentive or measured daywork standard was based, including the elemental

breakdown and allowed times for the operation and, for rates changed as provided in Section 5 of this Article, the

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existing elemental breakdown and allowed times for the operation used in setting the former incentive standard. Upon request of the Union, any data not previously provided will be copied or duplicated and furnished to the Union with the understanding that confidential information and information not pertinent to the complaint will not be included in the copy.

Information furnished will not be disclosed to any party not directly concerned with the settlement of the complaint.

- (c) The Company, upon request of the Local Union or the International Union directed to the Labor Relations Department, thereafter will permit a designated Union Time Study Engineer or Engineers to enter the local plant for the purpose of observing and making such time studies on the protested operation and on the identical or most similar equipment as are necessary in order to resolve the grievance. The Union Time Study Engineer or Engineers will first report to the designated Company representatives for a discussion concerning taking such time studies. With approval by the Labor Relations Department, which approval shall not be unreasonably denied, such a study and entry to the plant to take time studies may be arranged, without the filing of a written grievance. It is the obligation of the parties to expedite the resolution of the disputes.

Section 7

In the event there is any interruption in plant operations due to any strike, work stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure, or which arises as the result of actions by a person or persons not in the bargaining unit, the Company will not be required to compensate any employee involved in or affected by such interruption for earnings lost as a result thereof; provided that an employee who is affected by any strike, work stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure, or which arises as the result of actions by a person or persons not in the bargaining unit, and who is personally directed by Supervision to remain at work, will be compensated for the time he is required to wait. An employee affected by such work stoppage or slowdown who is not permitted to continue work and who is not directed by Supervision to remain at work, will be permitted to leave the plant.

Section 8

- (a) 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 in accordance with Article VIII, Section 2 (d). Such

employee who is sent by the Company to receive subsequent medical attention provided by the Company will be paid for

Article VI - Wage Application Provisions

time lost from work receiving such medical attention. The rate of pay shall be his Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies.

- (b) An employee with a temporary disability due to an occupational injury or illness who is either required to continue to work on his classification or is temporarily assigned to another classification shall be paid for the time worked either (1) his incentive earnings; or (2) 85% of his Basic Wage Rate; or (3) the rate, if any, mandated by the State Workers' Compensation system, whichever of the three is highest, provided he puts forth reasonable effort under existing conditions consistent with his physical condition, unless otherwise provided in the Wage Agreement (See Paragraph 5).

Section 9

- (a) An employee who is scheduled to report for work and, upon reporting, is sent home, shall be paid for one-half of his standard work day at his Basic Wage Rate, unless he was previously notified not to report for work. Previously notified shall mean personally notified or a message delivered to a responsible person by phone or direct contact at the employee's address or phone number on file with the Employment Office, at a reasonable time prior to the start of the shift.
- (b) An employee who is scheduled to report for work and, upon reporting, is assigned work for one-half of his standard work day or less, shall be paid for the time worked either his incentive earnings, including any off-standard payments, or his Basic Wage Rate, whichever is higher, provided he puts forth a reasonable effort. For the unworked portion of one-half of his standard work day, he shall be paid his Basic Wage Rate.
- (c) Time and one-half shall be paid for reporting to work under the conditions outlined in (a) and (b) above, to an employee who would have been eligible for pay at the rate of time and one-half had he worked.
- (d) Triple time shall be paid for reporting to work on holidays (includes holiday pay) under the conditions outlined in (a) and (b) above.
- (e) The above provisions (a), (b), (c), and (d) will not apply to an employee involved in or affected by any strike, work stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure, or which arises as a result of actions by a person or persons not in the bargaining unit, or in case of a major mechanical breakdown affecting the entire department.

Section 10

An employee (excluding a probationary employee who has been on the active payroll for less than thirty days) who is a member of a reserve component of the Armed Forces who is required to enter upon active annual training duty or temporary special service, or weekend training, shall be paid the difference between the amount of pay he received from the federal or state

government for such duty and his daily earnings calculated on the basis of his Basic Wage Rate unless the Fixed

Article VI - Wage Application Provisions

Payment Rate as defined in the Wage Agreement applies, multiplied by the number of his regularly scheduled hours per day for time lost while on such duty not to exceed twenty days annually. Such items as subsistence, rental, travel allowances, shall not be included in determining pay received from the government. Only days for which makeup is paid will be included for military pay deductions.

Section 11

Any employee (excluding a probationary employee who has been on the active payroll for less than thirty days) who is required to serve on a municipal, county or federal jury, or grand jury, shall be paid the difference between the amount paid for such service and his Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies, for the time lost from his regularly scheduled work shift by reason of such service. The above payments are subject to the following provisions:

- (a) Employees must notify their Supervision on the first scheduled shift after receipt of notice of selection for jury duty.
- (b) Employees selected for jury duty who are on other than day shift shall be assigned to the day shift for those days they are required to serve as jurors.
- (c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date served and the amount of pay received.
- (d) An employee on vacation who is required to serve on jury duty, as provided in this Section 11, may extend his vacation up to the number of days he serves on jury duty during said vacation, provided he notifies his Foreman in sufficient time for the Foreman to secure a replacement.

An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. The examination notice is to be shown to the employee's Supervisor or Foreman as soon as is practicable.

Section 12

An employee (excluding a probationary employee who has been on the active payroll for less than thirty days) 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, will be paid for the time lost from his regularly scheduled work shift during a period of three consecutive working days, and one 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. With prior

approval by the Labor Relations Department exceptions to the three consecutive work day requirement may be made in cases of proven compelling circumstances.

*Article VI - Wage Application Provisions &
Article VII - Daywork-With-Incentive Off-Standard Administration*

The categories of relatives specified above include legal and blood relationships, half relatives and step relatives, and foster parent and foster child.

It is understood that “in-law” relationships will be broken by divorce but not by death of the blood relative or spouse who established the “in-law” relationship unless and until the “in-law” relative of the employee remarries.

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.

The rate of pay shall be his Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies.

Section 13

An employee who is a designated Union representative shall be compensated for time spent in meetings, which are specifically requested by Company representatives. The foregoing shall not apply when the Company notifies such representative that an employee has requested his presence in a discussion nor when such representative is requested by the Company to fulfill his responsibilities as outlined under Article XI, Section 8 (a). The Rate of Pay shall be his Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies.

ARTICLE VII

Daywork-With-Incentive Off-Standard Administration

Section 1

When an incentive worker is not on standard for a period that exceeds six minutes, the rate of payment shall be his Incentive Basic Wage Rate (IBWR). If the employee is assigned to another classification, the rate of payment will be the Basic Wage Rate for the classification or the Fixed Payment Rate, whichever is higher. In all cases, reasonable effort must be put forth under the existing conditions.

Section 2

Temporary standards are used for the purpose of placing method changes on rate more quickly in lieu of the traditional no-rate operations.

Article VII - Daywork-With-Incentive Off-Standard Administration

Temporary standards will be developed generally following the basic guidelines set forth in the New Time Study System and are subject to the provisions of Article VI.

Temporary standards may be effective for periods of actual time study observations for the establishment of incentive standards. Temporary standards are subject to the retroactive provisions of Section 3 below.

Posting for temporary standards must be worded so as to emphasize that these standards are: (1) estimated standards, subject to revision, and (2) temporary standards which will remain in effect for a limited period only until a permanent standard is established.

After the issuance of a temporary standard, the Company will establish a permanent standard as soon as practicable based upon operating conditions and the magnitude of the change(s) involved.

Temporary standards will not remain in effect beyond six months except when renewed or extended by agreement of the parties. When the time limit for a particular temporary standard is allowed to expire, a permanent standard for that operation will be issued.

Although temporary standards will not normally be grieved, it is understood that the payment for temporary standards is subject to the terms of a grievance settlement and retroactive payments if the subsequent permanent standard for that operation is grieved within thirty calendar days of the expiration of the trial period referred to in Article VI, Section 6(b).

Section 3

When a permanent incentive standard has been established, the incentive worker's earnings will be adjusted retroactively based on the permanent incentive standard. If the conditions changed during the period when the temporary standards applied, so that there is a period of time to which the permanent incentive standard could not apply, the earnings for that period will not be adjusted.

Section 4

The incentive worker shall notify Supervision as soon as possible after the start of an off standard condition, and properly record the start and end times of each condition. The parties recognize their mutual objective to maximize the time on standard, and every effort will be made by supervision to correct or avoid the off standard condition. It is understood that supervision must authorize payments and that a single rounding per day will be made for all off standard payments.

Section 5

Verifiers are used to check for inaccuracies and to report findings to Supervision for prompt correction by the incentive worker. Times recorded on individual off standard conditions will be recorded to the nearest even minute.

*Article VII - Daywork-With-Incentive Off-Standard Administration &
Article VIII - Hours and Overtime Provisions*

Section 6

Any complaint arising out of or relating to Section 2 or Section 3 of this Article VII shall be processed exclusively through and in accordance with the grievance procedure described in Article XI, Section 5.

ARTICLE VIII

Hours and Overtime Provisions

Section 1

- (a) (see Memo H) The standard work day shall be either eight hours, ten hours, or twelve hours. The standard work week shall be: (i) forty hours and shall consist of five consecutive calendar days, Monday through Friday, commencing with the shift scheduled to start nearest Sunday midnight; or (ii) for employees within a plant who are assigned to a four-crew continuous operation, a standard work week of no fewer than thirty-six hours nor more than forty-eight hours consisting of seven consecutive calendar days commencing with dayshift on Sunday; or (iii) 4 day/10 hours. These standard work day/week options are applicable to portions of a plant (such as division, department, cell, classification, operation) or an entire plant. The Company may select from these options from time to time. When the Company determines that a change in the standard work day/week will be made for the majority of the plant, the Union and the employees will be given at least thirty calendar days' notice during which time they shall be given the opportunity to express their preference with regards to the following shift characteristics but the options considered must not adversely affect the production process [a minimum of three options will be provided by management for items (2) and (3)], as applicable.
- (1) fixed or rotating shift
 - (2) shift cycle/schedule
 - (3) start and end of work day

Thereafter, with respect to item (1) above, the Union may, no more than once per year, request a change in this option, and such change shall be adopted by the Company.

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

Article VIII - Hours and Overtime Provisions

for overlapping weeks shall be computed under Federal Wage and Hour Regulations applicable to this overlapping weeks issue.

The Company may schedule or assign hours below or above the standard. Employees may be required to work beyond the standard work day as follows (see also Paragraph C, below): (1) The night shift may be required to remain at work the additional hour when, due to a time change, an extension of a standard work day results (the Company will provide advance notification of at least one full shift when it plans to exercise this provision), the rate of pay for such additional hour shall be at time and one-half; (2) With at least one full shift notification in advance of a scheduled meeting, the Company may require attendance after the standard shift schedule for up to thirty minutes once per month. (At LaVergne, the meeting will be prior to the shift.) The notice shall be provided in writing to employees by posting on departmental bulletin boards. The rate of pay shall be the employee's Basic Wage Rate at time and one-half. The rate of pay for Daywork-With-Incentive employees will be the Fixed Payment rate at time and one-half.

The working of Sunday hours on five-day operations shall be on a voluntary basis. The scheduling of Saturday shifts for employees on five-day operations is set forth in Article XII, Section 14. The scheduling of work on a holiday is set forth in Article IX, Section 1(b)(1). The Union agrees that it will not condone concerted action by employees in refusing such work. In the event Supervision is unable to secure a sufficient number of employees to work daily overtime or on Sunday, the Company will explain the reason for the daily overtime or Sunday work to the Union representative in the department and the Union will actively encourage employees to accept the necessary daily overtime or Sunday work.

- (b) There will be reasonable distribution of available overtime hours among experienced employees, according to lowest total overtime hours in their distribution group. It is understood that grievances relating to overtime assignments must be filed during the employee's first scheduled shift following the overtime assignment and that the exclusive remedy for grievances and/or disputes over reasonable overtime distribution, shall be the offering of future overtime on an opportunity basis. Assignment of available overtime to an employee with a temporary partial disability (i.e., light duty) shall be in accordance with business needs. Overtime worked or not worked by employees with a temporary partial disability (i.e., light duty) shall not be subject to the reasonable distribution of overtime procedures described above.
 - (1) Overtime hours, for purposes of overtime distribution, shall mean hours worked in excess of the applicable standard work day and/or week, as defined in Section 1, (a) above, except for the eight hours over forty during a seven day, twelve hour schedule, regardless of whether such hours are paid at straight time, time and one-half, double time or triple time and regardless of whether such hours are worked in or out of the department or classification of the employee. There shall be no obligation to distribute premium payments unless the local parties reach a plant specific agreement providing for balancing of holiday premium overtime. Total

overtime hours records will be maintained in the department and shall be posted on a weekly basis next to the

Article VIII - Hours and Overtime Provisions

overtime request sheet. Overtime hours shall apply as posted for all overtime assignments in that week.

- (2) Reasonable distribution groups are defined as classification by department, by shift. Crew operations will be considered separate distribution groups within their department/shift.
- (3) When expected overtime is necessary, the overtime opportunity will be first offered to the employees on the two off-shifts in the applicable classification and department. In the case of unexpected overtime situations, the overtime opportunity will first be offered to the employee doing the work and then to the employee with the lowest total overtime hours in the applicable classification and department on the ending shift. Except in extreme emergency, no employees will be allowed to work more than sixteen consecutive hours. Thereafter, overtime will be offered to the employee with the lowest total overtime hours on the off-shifts by classification and department, which the supervisor believes can best be utilized to perform the work.
- (4) Hours available to an employee whether worked or not worked will be charged to the employee.
 - (i) Employees who have not indicated an advance preference for such work, will not be charged where work is later offered to the employee because no other employees are available to do the work.
 - (ii) In the application of Article IX, 1, (b), (2) of the Agreement, the term “full scheduled shifts” shall mean any scheduled hours up to and including his standard work day. Where an employee accepts available hours in excess of his standard work day, his “full scheduled shift” shall then include those additional hours.
- (5) An employee entering or returning to a reasonable distribution group will be assigned the highest accumulated available hours of that group. For example, employees will be considered as having entered or returned to the distribution group where the employee’s status changes under Article IV, Sections 3, (a) and (b), Article IV, Section 3, (g), Article IV, Section 3, (j) and Article IV, Section 1(a)(1).
- (6) Hours for each reasonable distribution group shall be reduced to zero at the end of each calendar year.
- (7) Employees will be given the opportunity to express their interest in working overtime as described in Section 1(b)(1) above, such as by signing an overtime preference sheet at plants using such a procedure.

(c) When the above voluntary process does not produce the needed manning, mandatory overtime will be required as follows:

Article VIII - Hours and Overtime Provisions

- (1) Mandatory overtime will be assigned by department and classification, provided that no individual employee may be required to work mandatory overtime more than two days per calendar month. Any amount of work on a scheduled day off, or work immediately before or following a regularly scheduled shift, shall be considered to be a full day of mandatory overtime. No employee will be scheduled to work mandatory overtime in excess of 12 hours per day on a scheduled off day. No Regular Employee working 12 hour shifts will be required to work mandatory overtime on any one of his three consecutive days off. Before any regularly scheduled employee is assigned out of his department and classification, any employee working mandatory overtime in such department and classification will be provided the opportunity to leave.
- (2) New Hires, if available, shall be assigned mandatory overtime within their department and classification before Regular Employees. The provision of subparagraph (1), above, pertaining to employees working 12 hour shifts not being required to work mandatory overtime on any of their three consecutive days off in a calendar month shall not apply to New Hires.

Section 2

- (a) Time worked in excess of forty hours in any one work week shall be compensated at the rate of time and one-half. The foregoing provision applies to seven-day continuous operations. In the case of an eight-hour five day work week, time worked in excess of eight hours in any twenty-four hour period or in excess of forty hours in any one work week shall be compensated at the rate of time and one-half. The normal procedure shall be to make a permanent shift transfer effective at the beginning of the succeeding work week. In the event an employee is required by the Company to make a permanent shift transfer during the work week, he shall not lose a days work because of such transfer.

Double time shall be paid for all work performed on Sunday except for those employees regularly assigned to a seven-day operation schedule. Triple time shall be paid for all work performed on holidays enumerated under Article IX.

- (b)
 - (1) Nothing herein contained shall be construed as requiring a duplication or a pyramiding of holiday, daily, or weekly overtime payments involving the same hours of labor.
 - (2) Overtime hours paid on a daily basis and holiday hours on a Saturday shall not be included in computing overtime on a weekly basis.
 - (3) Hours worked on a designated holiday which occurs during the first five calendar days of the work week and hours not worked on a designated holiday which occurs during the first five calendar days of the work week, provided such hours are compensated as provided herein or not compensated because of Article IX, Section 1(b)(3), shall be counted as time worked for the purpose of computing hours worked in excess of forty hours per work week.

*Article VIII - Hours and Overtime Provisions &
Article IX - Holidays*

- (4) Hours lost from an employee's regularly scheduled shift during the first five calendar days of the work week due to scheduled vacation or pursuant to Sections 10, 11 or 12 of Article VI, shall be counted as hours worked in computing overtime on a weekly basis.
- (c) In the case of five-day operations, when any of the holidays enumerated under Article IX fall on Sunday, Monday shall be considered as the holiday, and work performed on that day shall be compensated at the rate of triple time.
- (d) Standard daily hours not made available during the first five calendar days of the week shall be considered as hours worked for the purpose of computing weekly overtime payments. This will include hours lost by an employee recalled during the week but not hours lost because of the employee's failure to report for work within the time specified. This will also include hours lost by an employee because of an occupational injury or occupational illness resulting from employment with the Company, and covered by a Workers' Compensation law. Hours lost by employees involved in or affected by a work stoppage shall not be considered as hours worked except that hours the employee affected by a work stoppage remains in the plant shall be considered as hours worked.
- (e) Time lost by a designated Union representative during his regular shift pursuant to Article XI, Section 9 (c), and time lost by a designated Union time study engineer during his regular shift because of making time studies as provided in Article VI, Section 6 (c), or attending scheduled grievance meetings, or attending meetings which are specifically requested by Company representatives under Article VI, Section 13 (a), shall be considered as hours worked for the purpose of computing overtime payments.

ARTICLE IX

Holidays

Section 1

- (a) Unless agreed differently by the parties at the local level, designated holidays shall be as follows:
 - (1) For Employees assigned to five-day operations, there shall be eleven holidays hereby designated as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas, New Year's Eve and four holidays to be designated by the parties at the local level. When any of the above designated holiday's falls on Sunday, Monday shall be considered as the holiday. The December 31st holiday will commence with the shift scheduled to start nearest midnight immediately preceding December 31st.
 - (2) For Employees assigned to seven-day operations, there shall be eleven holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day,

Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve, and two holidays designated by

Article IX - Holidays

the parties at the local level. At the Company's option from year to year at each plant, one of the plant holidays designated by the parties at the local level may be converted to a birthday holiday to be taken by each employee on his individual birthday. The parties at the local level will agree which of the two designated holidays will be converted to the birthday holiday. If the Company determines that it will have a birthday holiday, it will post a notice of its intent by September 15 preceding the start of the vacation period for the coming year.

- (b) Employees on the active payroll who do not perform work for the Company on a designated holiday (including employees on scheduled vacation on such holiday) will be paid for that holiday, subject to any and all of the following conditions which may be applicable:
- (1) A production employee who accepts a work assignment on a holiday, and a maintenance or other seven day operation engineering service employee who is scheduled to work on a holiday shall not be eligible for such payment if he fails to work, except because of a death in the immediate family as set forth in Article VI, Section 12, Funeral Pay, serious illness in the immediate family or a disabling personal injury or proven unavoidable illness qualifying under the FMLA (see G. Letter), or other equally compelling personal reason acceptable under the Attendance Program.
 - (2) An employee shall not be eligible for such payment if he fails to work his last full scheduled shift prior to and his first full scheduled shift after such holiday, except because of death in the immediate family as set forth in Article VI, Section 12, Funeral Pay, serious illness in the immediate family or a disabling personal injury or proven unavoidable illness qualifying under the FMLA (see G. Letter), or other equally compelling personal reason acceptable under the Attendance Program. (See Article VIII, 1, (b), (4), (ii)). Solely for purposes of this subparagraph, an employee who reports to work late but within the first 30 minutes of his scheduled shift shall not be considered to have failed to work his last full scheduled shift prior to or his first full scheduled shift after a holiday. This provision shall not in any way affect the Attendance Program. In the case of absence due to personal injury or illness, if the injury or illness occurs less than thirty (30) days prior to the holiday, he shall be eligible for such payment.
 - (3) A probationary employee shall be eligible for such payment if he has been on the active payroll continuously since the beginning of the work week prior to the week in which the holiday occurs, and is otherwise eligible consistent with the provisions of this Section 1.
 - (4) When a holiday occurs during an employee's vacation, the above requirement to work the last full scheduled shift prior to such holiday shall apply only to a holiday which falls on the first day of his vacation, and the requirement to work the first full

scheduled shift after such holiday shall apply only to a holiday which falls on the last day of his vacation.

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- (5) When a holiday falls on a Friday, the following Saturday shall not be considered a regularly scheduled work day except that this provision will not apply to operations which are normally scheduled on a seven-day basis.
 - (6) In the event of consecutive holidays, the above requirement to work the last full scheduled shift prior to such holiday shall only apply to the first of the consecutive holidays, and the above requirement to work the first full scheduled shift after such holiday shall only apply to the last of the consecutive holidays.
- (c) (1) An employee laid off during the week in which the holiday occurs, will be paid for such holiday provided he works his last full scheduled shift and would otherwise have qualified for holiday pay.
- (2) A laid off employee who is recalled and returns to work during a week in which the holiday occurs will be paid for such holiday provided he works his first full scheduled shift on the day he is scheduled to return to work, and would otherwise have qualified for holiday pay.
- (d) The rate of pay for a holiday not worked shall be equivalent to the employee's Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies, as follows:
- (1) For employees assigned to eight-hour operations, the hours of payment shall be equal to his standard shift.
 - (2) For employees assigned to twelve-hour operations, the hours of payment shall be:
 - (i) In the case of any holiday falling in a vacation shutdown period, eight hours.
 - (ii) In the case of holidays not falling in a vacation shutdown period:
 - (a) Twelve hours in the case of a holiday falling on one of his regularly scheduled work days.
 - (b) Eight hours in the case of a holiday falling on one of his regularly scheduled days off.
- (e) An employee who works less than his standard shift on a holiday due to work not being available, will be paid a proportionate share of his holiday pay for the unworked portion of the shift; provided, however, that when an employee works overtime on a holiday in a continuation of his shift prior to the holiday or immediately prior to his shift succeeding the holiday for the purpose of closing down or starting up an operation, he shall be paid at the rate of triple time and such time shall not be deducted from the holiday pay herein provided. All other time paid for at the rate of triple time shall be deducted from the hours on which such holiday pay is based.

Article IX – Holidays & Article X – Vacations

- (f) An employee who is eligible to receive holiday pay and who is required to serve on a municipal, county, or federal or grand jury, on such holiday will not have jury duty pay deducted from his holiday pay.

ARTICLE X

Vacations

Section 1

- (a) Employees on the active payroll October 31st who have completed one year's service but less than five years' service on or before October 31st of the current year, shall receive two weeks' vacation with pay during the vacation period beginning on that date, subject to the requirements in Paragraph (g), below.
- (b) Employees on the active payroll October 31st who have completed five years' service but less than fifteen years' service on or before October 31st of the current year, shall receive three weeks' vacation with pay during the vacation period beginning on that date, subject to the requirements in Paragraph (g), below.
- (c) Employees on the active payroll October 31st who have completed fifteen years' service but less than twenty years' service on or before October 31st of the current year, shall receive four weeks' vacation with pay during the vacation period beginning on that date, subject to the requirements in Paragraph (g), below.
- (d) Employees on the active payroll October 31st who have completed twenty years' service but less than twenty-five years' service on or before October 31st of the current year, shall receive five weeks' vacation with pay during the vacation period beginning on that date, subject to the requirements in Paragraph (g), below.
- (e) Employees on the active payroll October 31st who have completed twenty-five years' or more service on or before October 31st of the current year shall receive six weeks' vacation with pay during the vacation period beginning on that date, subject to the requirements in Paragraph (g), below.
- (f) Employees who complete their first year of service during the vacation period shall receive two weeks' vacation with pay after the completion of the first year of service, subject to the requirements in Paragraph (g) and (h), below. Employees who complete their fifth, fifteenth, twentieth, or twenty-fifth year of service during the vacation period shall receive an additional one weeks' vacation with pay after the completion of said fifth, fifteenth, twentieth, or twenty-fifth year of service, subject to the requirements in Paragraphs (g) and (h), below.
- (g) An employee who was on the active payroll on October 31st, and who was on the active payroll less than three months during the previous vacation period, shall receive vacation

Article X – Vacations

with pay, consistent with his service, during the current vacation period after completing a total of four months' service on the active payroll during the two periods, or after completing two months' service on the active payroll during the current vacation period, whichever occurs sooner.

- (h) An employee who was not on the active payroll on October 31st and who is reinstated or rehired during the vacation period beginning on that date, shall receive vacation with pay, consistent with his service, after accumulating a total of four months' service on the active payroll during such vacation period and the preceding vacation period, but in no case less than thirty calendar days nor more than two months after being reinstated or rehired. However, an employee who was not on the active payroll on October 31st because of absence due to injury or illness commencing three months or less prior to October 31st shall be eligible for vacation with pay according to the preceding paragraphs of this Article. However, an employee on leave of absence on October 31st shall be eligible for vacation with pay when he is reinstated and returns to work, provided he would otherwise be eligible according to the preceding paragraphs of this Article.
- (i) An employee entitled to vacation pay and who, during the vacation period, is unable to work because of injury or illness, may, if he so desires, draw one week's vacation pay for each week he is unable to work during the vacation period, not to exceed the number of weeks of vacation pay to which he is entitled.
- (j) An employee who has been in military service and who is rehired within the vacation period, under conditions entitling him to accumulate service, shall receive vacation pay for the vacation period in which he returns to the employ of the Company, consistent with his accumulated service. An employee who has been in service with the Peace Corps and who is reinstated under conditions entitling him to seniority credit, as outlined in Article XII, Section 19, shall receive vacation pay for the vacation period in which he returns to the employ of the Company, consistent with his seniority.
- (k) An employee who has qualified for vacation pay, but who has not received such vacation pay prior to the time of layoff or other termination of service during the vacation period, shall receive such vacation pay at that time. A laid-off employee may elect to leave his vacation pay with Payroll Services until later in accordance with referral provisions of Section 5(b). He may schedule his vacation after he has been recalled consistent with production requirements.
- (m) A laid-off employee who receives vacation pay at time of layoff, if recalled before his vacation time has expired, shall be given time off for his vacation consistent with production requirements, but will be informed that he may defer any remaining vacation in accordance with the deferral provisions of Section 5(b).
- (n) If an employee, who is entitled to a vacation pay, dies, his vacation pay shall be paid to his dependents. If there are no dependents, such vacation pay shall be paid to the decedent's estate.

Article X – Vacations

- (o) Notwithstanding the provisions of Paragraphs (g) and (h) of this Section, an employee shall receive vacation pay in the year in which he retires on a normal, disability or early pension, based on the applicable percentage of the employee's earnings during the twelve month period prior to October 1st of the previous vacation period. The minimum vacation pay is not applicable.
- (p) In addition to any vacation to which he is entitled pursuant to the above eligibility provisions, an employee who retires on a normal, early, or disability pension, or the surviving spouse of an employee who dies, provided such surviving spouse is the beneficiary of the life insurance benefit made available by the Company for such employee, or an employee affected by a complete and permanent plant closure, will be entitled to vacation pay based on the applicable percentage of his earnings since the start of the current vacation period. The minimum vacation pay is not applicable to this additional vacation pay.
- (q) An employee who is entitled to vacation pay may elect, prior to the vacation scheduling period set forth in Section 5, below, to receive up to two weeks of the following year's vacation as pay-in-lieu-of-time-off from work (PILTO). Payment for such week or weeks of vacation will normally be made at the start of the following vacation period unless the employee requests payment at a later date. The local parties may agree on a case-by-case basis to permit an employee to receive additional weeks of vacation as PILTO in recognized hardship cases.
- (r) An employee with seniority who is a member of a reserve component of the Armed Forces may be required to enter upon active annual training duty or temporary special service while his plant is shutdown and he would have been scheduled for a voluntary vacation period under Article X, Section 4. In that case, the employee may reschedule his vacation, consistent with his seniority and consistent with production requirements.

Section 2

The vacation period shall be from October 31st to October 30th of the following year, inclusive.

Section 3

- (a) Vacation pay for each full week of vacation will be two percent of earnings during the twelve month period prior to October 1st of the previous vacation period, with the exception that vacation pay for employees completing the first year of service will be two percent of earnings during the twelve month period preceding the completion of the first year of service.
- (b) The minimum vacation pay for each full week of vacation will be forty hours at 80% of an employee's Basic Wage Rate for an employee on a standard eight hour day, and shall include unincorporated wage increases and C.O.L.A payments.

Article X – Vacations

- (c) The employee's earnings during the twelve month period preceding October 1st and the last nine months of the same period, shall be printed on the Statement of Earnings portion of the employee's vacation check, unless direct deposit is used as in Letter A, Paragraph 13.

Section 4

- (a) The Company will post a notice by September 15 preceding the start of the vacation period in the event a plant is to be closed for vacations during the summer months (June 1 through August 15) or another period, which may be agreed upon by the parties at the local plant level. Such notice will announce the date of the one or two week shutdown. Prior to posting such notice, Company representatives will discuss the subject with the local Union.
 - (1) The above notification and discussion requirement shall also apply for seven-day operations in the event the Company determines that a plant or portion thereof is to be scheduled for a vacation shutdown week during the Christmas - New Year period.
- (b) In any plant which is closed down for vacations, this period shall be a voluntary vacation period for all employees who are not scheduled to work during this period, except those who do not have vacation pay due because they took vacations during weeks when they otherwise would have been scheduled off in a curtailment of production. The scheduled shutdown period shall be considered as a leave of absence for those employees who make arrangements with their foreman, consistent with production requirements, to be off during a period when they would otherwise be scheduled to work. If the time requested is later than the vacation closedown, he may leave his vacation pay with the Payroll Services until he takes the time off.
- (c) An employee who is required to work during the plant closedown shall be permitted, consistent with his seniority, to schedule one week of vacation at a time of his choice, consistent with production requirements.
- (d) An employee who does not work during the plant closedown, and who later qualifies for vacation with pay, will not be required to take additional time off in order to receive his vacation pay.

Section 5

- (a) Employees, including those absent from work because of illness or injury provided the Company is able to contact them, will, consistent with their seniority, be given the opportunity to express their preferences for vacation time, and a vacation schedule will be drawn up, during the vacation scheduling period each year between September 15 and October 30, consistent with production requirements. Unless otherwise agreed by the parties at the local level, employees will schedule the following year's vacation in accordance with current plant procedures. Employees who do not voluntarily schedule

their vacation time in a manner consistent with the established procedures, will be scheduled for such time by management according to whatever time is vacant on the schedule.

Article X – Vacations

- (1) Vacation scheduling will result in a so-called level vacation schedule. The details of the level vacation schedule will be consistent with the following objectives:
 - (i) equal distribution of liability throughout the year.
 - (ii) calculations of liability based on net actual known exposure (e.g., plant shutdown weeks, pay-in-lieu-of-time-off vacation weeks, and deferred weeks).
 - (iii) maintenance of the level schedule throughout the business cycle.
- (2) Each department's vacation liability will be determined by calculating the net number of vacation weeks for which employees in that department are eligible in the vacation year for which liability is being determined. Net vacation liability is defined as the total vacation liability at the beginning of the vacation year minus pay-in-lieu-of-time-off vacation (day-at-a-time vacation where applicable), all vacation weeks deferred to the following vacation year, and all weeks scheduled as vacation shutdown weeks; divided by the weeks available to schedule vacation.
- (3) Maintenance of the level vacation schedule throughout the vacation year will be achieved by:
 - (a) An employee who transfers to a new department/shift/ classification before vacation scheduling is completed, must schedule vacation according to his seniority from the weeks available at the time he transfers to the new department/shift/classification.
 - (b) An employee who transfers from one department/shift/ classification to another during the vacation year must reschedule his vacation in the new department/ shift/classification based on available weeks, unless additional weeks are made available consistent with production requirements.
- (4) Scheduled vacation weeks vacated because of employee department/shift/classification transfer, termination of seniority, or PILTO in recognized hardship cases, but excluding weeks vacated because of illness or injury and all other PILTO weeks, will be posted if they are vacated at least two weeks prior to the available time and if less than the allocated number of employees are scheduled during the week. After posting for two working days for each crew, the open week will be awarded to the senior employee among those who, during the annual vacation scheduling period provided for in Section 5(a) above, did not schedule their vacation in their current department/shift/classification, and those employees who have less seniority than the employee vacating the week. The weeks vacated by the employee awarded the initial vacated vacation weeks will also be posted under the above procedure subject to the same requirements and limitations. Subsequent available weeks caused by such rescheduling will not be posted.

Article X – Vacations

- (5) For purposes of vacation scheduling, a vacation week will be defined as a standard work week pursuant to Article VIII, Section 1(a). Each vacation week shall be scheduled on the basis of a full week starting with the beginning of the standard work week. An employee may be permitted to start his vacation during the work week, provided he has a compelling reason and makes such arrangement with his Foreman. In the event an employee is on vacation or is off work because of a non-vacation shutdown and there occurs the death of a relative as provided in Article VI, Section 12, he shall be paid three days' funeral pay. Such vacation period shall be extended up to three days provided he notifies his Foreman in sufficient time for the Foreman to secure a replacement; the same principle shall apply if the employee was off work on a non-vacation shutdown.
 - (6) Employees scheduling additional weeks of vacation (including those employees with less than one year of service) will schedule such weeks, including their additional week due in that year because of reaching an anniversary date in that year, in conjunction with other employees and will receive vacation pay at the time they take the additional week. However, employees who receive vacation pay in advance will be required to reimburse the Company should employment terminate prior to said anniversary date.
- (b) An employee wishing to defer his vacation until the following vacation period may do so by making arrangements with his foreman and leaving his vacation pay with Payroll Services. He must take such vacation time off before the end of the following vacation period with the understanding that current vacations will be given preference in the scheduling of vacation time.
- (c) During the vacation period set forth in Section 5 (a) above, an employee may designate one week of his vacation eligibility to be used as unit day vacation according to the following rules:
- (i) Unit days must be scheduled during the vacation scheduling period and may only be scheduled after current year full weeks of vacation in accordance with Section 5 (a) above.
 - (ii) In order to schedule unit day vacation, the employee must have a full week (or cycle, if on a continuous operation schedule) to schedule.
 - (iii) All vacation weeks designated to be used as unit day vacation will be paid at the beginning of the vacation year.
 - (iv) Unit day vacation may not be deferred, but may be rescheduled with the permission of the Company.
 - (v) For each employee, up to two dangling vacation days may be converted to a unit day(s) vacation and scheduled after all other unit day vacation has been scheduled.

Article X – Vacations

- (vi) In local negotiations, the parties may agree to modify the provisions of this Paragraph (c) to permit Flexible Scheduling of unit days, as described below. Any such Plant Specific Clarification and Understanding must be consistent with the following requirements:
 - (1) Having designated one week of vacation eligibility as unit day vacation, the employee may schedule these unit days either during the vacation scheduling period set forth in Section 5(a) above (“Advance Scheduling”) or later during the year (“Flexible Scheduling”). At the time of designation, the employee must indicate how many designated unit days are Advance Scheduling days and how many days are Flexible Scheduling days.
 - (2) Advance scheduling. Unit days which are scheduled in advance will be included in the net vacation liability set forth in Section 5(a)(2) above. These unit days must be scheduled during the vacation scheduling period and may only be scheduled after current year full weeks of vacation in accordance with Section 5(a) above. These unit days are subject to the level vacation schedule set forth in Section 5(a)(1) above.
 - (3) Flexible Scheduling. Scheduling of unit days throughout the year will always require advance notice, the amount and timing of which may be determined locally. Local management may elect to give consideration to reducing the advance notice requirements in unusual cases involving compelling reasons. Flexible Scheduling will be on a first requested basis and seniority will not be a factor. Flexible Scheduling unit days will be subject to a level vacation schedule in a manner to be determined by the local parties. Unit days designated as Flexible Scheduling days will not be included in the net vacation liability set forth in Section 5(a)(2) above unless the local parties agree otherwise.
 - (4) In scheduling Flexible Unit Days, the Department will be allowed to exceed vacation liability by one person per shift.
- (d) An employee may use one Flexible Scheduling unit day per vacation year in partial day increments: an employee on an 8-hour schedule may take 2 four-hour increments; an employee on a 10-hour schedule may take 2 five-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. Subparagraph (c)(vi)(3) shall apply to this partial Flexible Scheduling day vacation.

Article XI – Procedure for Adjustment of Grievances

ARTICLE XI

Procedure for Adjustment of Grievances

Section 1

The Company and the Union recognize their mutual responsibility for the prompt and orderly disposition of employee problems, and for expeditious administration of the grievance procedure provided herein for resolving disputes consistent with the terms and provisions of this Agreement. All grievances arising on or after the effective date of this Agreement shall be processed using this procedure.

Normally, an employee's individual problem shall be referred initially to Supervision in his department by the employee concerned. However, if the problem affects other employees, it may be so referred by the Union representative. If the problem is not settled, it shall be processed through the grievance procedure, as set forth below:

- (a) An employee's individual problem should be referred initially to Supervision in his department by the employee concerned. If the problem cannot be resolved, a Union Representative will discuss it with the supervisor and/or foreman. If still unresolved, a Resolution Request Form must be submitted within ten (10) calendar days of the incident. If the problem is resolved, the Resolution Request Form will be marked "Resolved" and signed by the employee or Union Representative and the supervisor. If not resolved at this point, the Union Representative will request an exchange of Fact Sheets, which must be done simultaneously within thirty (30) calendar days from the initial incident. The supervisor or foreman will complete the Company's Fact Sheet. If the problem is not resolved the next step will be as follows.
- (b) Within fourteen (14) calendar days of the exchange of the Fact Sheets, a grievance may be initiated by submitting it in writing to the Manager of the Work Group. The grievance form shall identify the basis for filing the grievance. Within fourteen (14) calendar days of submission of the grievance there will be a required meeting between the Department Manager and the Representative of the Union to discuss the grievance. The Company's answer to the grievance shall be given in writing on the Grievance Form within fourteen (14) days after submission of the grievance. If the grievance is denied, the Company's answer shall identify the basis for the denial (The time to meet may be extended by mutual agreement.). If the grievance is not resolved, the grievance may be appealed to Labor Relations within fourteen (14) calendar days of the written answer.
 - (1) Grievances regarding Suspensions and Discharges will be submitted directly to the Labor Relations Step within seven (7) calendar days after notice of discharge or suspension is given to the employee or within seven (7) calendar days after notice is given by sending of a Registered letter to the employee's last known address, whichever is earlier. A copy of the Registered letter shall be sent to the Local Union President.

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- (2) Pension and Insurance grievances will be submitted directly to the Labor Relations Step. Issues which are arbitrable pursuant to the Pension & Insurance Agreement must be grieved within thirty (30) days following an employee's receipt of the final decision under the Pension & Insurance Agreement processes.
- (3) Grievances alleging a violation of Article XII, Section 9, will be submitted directly to Labor Relations within seven (7) days after the incident.
- (c) Upon receipt of the submission of the grievance to Labor Relations, the matter shall be taken up at a meeting between Labor Relations and Union Representative(s). Labor Relations shall answer the grievance within seventeen (17) calendar days of its receipt of the Grievance Form, unless there is a mutual agreement to extend the time limits. If a grievance is denied at the Labor Relations step, the denial shall indicate in writing a brief statement of the contractual and factual basis upon which the Company relies to support its position. If the written answer is not acceptable, the Union will have thirty (30) calendar days following the answer to appeal to arbitration. Individual grievances appealed to arbitration must be signed by the grievant, prior to the appeal.
- (d) It is understood that if a grievance is not moved within the time frame allotted in paragraphs (a), (b) and (c) above, the grievance will be considered closed, unless the time frame was extended by mutual agreement. However, if a written answer, as described above, is not given within the time limits set forth in paragraphs (a), (b) or (c) above, the time limits will be tolled until an answer is provided or until the Union elects to appeal the grievance to the succeeding step including arbitration.
- (e) Oral or written grievances, withdrawn or dropped by the Union or granted by the Company under paragraphs (a) and (b) above, shall not have precedential value, unless stipulated otherwise. Under paragraph (c) above, the parties may agree to stipulate that the settlement of a grievance at that step will not have precedential value.
- (f) The Union President, the Union Divisional Chairman, and/or the Union Vice President may enter the discussions at any step of the grievance procedure as the Union may feel necessary or desirable. The Union may invite representatives of the International Union to participate in grievance discussions with Labor Relations, and such representatives should consult with the parties before appeal of a grievance to arbitration.

Section 2

(see Letter I) The final step in the grievance procedure shall be arbitration. Grievances shall be appealed to arbitration in writing within thirty (30) calendar days following the receipt of the written answer from Labor Relations. Except to the extent specifically provided for in Section 3, Section 4 and Section 5, the provisions of Section 2 apply to all grievances under this Agreement. Arbitration shall be conducted as follows:

- (a) The designated representative of the International Union and the designated representative of the Company shall select a panel of up to a maximum of ten arbitrators to serve during the

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life of this Agreement. In the event one of the arbitrators selected by the parties dies, becomes incapacitated or resigns, the parties referred to above shall immediately appoint a replacement. The arbitrator shall hear and determine grievances.

- (b) The arbitration hearing shall be held within three hundred and sixty-five (365) calendar days:
 - (1) From the date of filing of the grievance for Language and Disciplinary cases.
 - (2) From the date of the Labor Relations written answer on grievances involving incentive and daywork standards.

A grievance will be considered closed if the arbitration hearing is not held within this period.

- (c) Within thirty (30) calendar days following the appeal to arbitration, the President of the Local Union, or his designated representative, and the Labor Relations Manager, or his designated representative, shall meet at a grievance meeting and select an arbitrator from the panel provided by Section 2(a) above. In the event a selection is not made by mutual agreement, the selection shall then be made by randomly drawing the names of five arbitrators from the panel and thereafter proceeding by the alternate striking of names until an arbitrator is selected. The parties will alternate from case to case as to which party strikes the first arbitrator. Where arbitrators are being selected for more than one grievance at a time, the order of the grievances for selection shall be at random. Except by mutual agreement, neither party will be required to submit to arbitration within thirty (30) days of the confirmation of a date for an arbitration. If the parties cannot agree on a date for the hearing, the date will be set by the arbitrator after consulting with the parties. If the arbitrator selected is not available within the one hundred fifty (150) day period referenced in Section 2(f), a new panel of five arbitrators will be randomly drawn and the parties will repeat the arbitrator selection process described above.

At the time the arbitrator is selected, the parties may agree that the case will be heard and decided in accordance with the expedited arbitration or short form arbitration procedures set forth in Section 4.

- (d) At the hearing each side may present oral and written evidence on the case to the arbitrator. Post-hearing briefs will not be used in Short Form Arbitration. They may be filed by mutual agreement between the parties in Expedited Arbitration. In Long Form Arbitrations they may be filed at the request of either or upon the recommendation of the arbitrator. The filing of such briefs shall not delay the issuance of a decision beyond the time limits set forth in Sections 2(e) and 4(a). Additionally, the following procedures will be applicable in any arbitration under this Section.
 - (1) In Expedited Arbitration, the parties will not utilize legal counsel and will utilize Union or Company representatives only from the local plant unless prior written notice is given to the other party that legal counsel and/or representatives other than

from the local plant will be used at a specific hearing, in which case either party may use such

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counsel and/or Union or Company representatives in the arbitration hearing. Such written notice must be given at least fifteen (15) calendar days prior to the scheduled hearing date.

- (2) A recorder will not be engaged for an arbitration hearing unless a written notice is given to the other party requesting the recording of a specific arbitration hearing. Such written notice must be given at least fifteen calendar days prior to the date of the hearing.
 - (3) By mutual agreement the parties may request the arbitrator to issue an arbitration decision on a specific grievance without the writing of a full opinion and award. Such an award shall not have any precedential value.
 - (4) After a grievance has been scheduled for arbitration, the parties may agree to submit stipulated facts and stipulated issues to the arbitrator for his decision without a formal evidentiary hearing. The arbitrator may request additional evidence if in his judgment such evidence is necessary to decide the case or determine an appropriate remedy.
- (e) The arbitrator's decision shall be rendered as soon as practicable, and if possible, within thirty (30) calendar days after the date on which the arbitrator concludes the hearing. Such decision shall be final and binding upon the Company, the Union, and the affected employee or employees, and shall be complied with within seven (7) calendar days after receipt of the decision.
- (f) The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement. It is understood that matters involving the general wage scale or differentials in base rates for dayworkers-with-incentive and maximum daywork rates for dayworkers (as well as the fixed payment rate established under the Wage Agreement) which are established at the effective date of this Agreement shall not be a subject for arbitration. Maximum backpay and benefits liability in a discharge case shall be capped at one-hundred fifty (150) calendar days from the appeal to arbitration, unless the arbitration is extended beyond that period at the request of the Company. The one-hundred fifty (150) day cap shall not apply to seniority. Any matter giving rise to a valid claim for benefits, under this Agreement or the Pension & Insurance Agreement, occurring prior to the expiration of the one-hundred fifty (150) day cap shall be covered for the duration of the claim. If a date for an arbitration hearing is confirmed as being within this 150 day period and the arbitrator thereafter becomes unavailable for that confirmed date, the 150 day cap may be extended for up to 30 days by mutual agreement of the parties, which agreement shall not be unreasonably withheld.
- (g) Any agreed salary and expense incident to the services of the arbitrator shall be shared equally by the Company and the Union. When the Company or the Union determines that a transcript of the arbitration hearing will be made, the other party, upon request, shall be furnished a copy of such transcript at the actual cost of such additional copy. If

the arbitrator requests that a transcript be made of the arbitration hearing or requests a copy of the

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transcript, and the parties agree to such a request, the cost shall be shared equally by the Company and the Union.

Section 3

The following procedures shall apply to all grievances concerning discharges, disciplinary suspensions and lesser forms of discipline, except that in the case of grievances in which a violation of Article XII, Section 9 is alleged, either party may elect to process such grievance in accordance with Section 2.

- (a) Arbitration of grievances concerning discharges and disciplinary suspensions (except as set forth in the following paragraph (b)) shall be conducted in accordance with the Expedited Arbitration procedures described in Section 4.
- (b) Arbitration of grievances concerning discharges for tardiness and absence and disciplinary suspensions for tardiness and absence, and all lesser forms of discipline, shall be conducted in accordance with the Short Form Arbitration procedures described in Section 4 (a) and (b).
- (c) The parties shall establish a permanent Area Arbitration Panel consisting of, at least, five arbitrators who shall be chosen for arbitration of cases as set forth in Sections 4, according to the procedure provided in Section 2 (c) above.
- (d) In order to minimize expenses the Union may at its option schedule up to two (2) expedited cases before a single arbitrator. If multiple related grievances are open regarding the discharge or suspension of an employee, they shall be consolidated as one grievance before the arbitrator selected to hear the discharge.

Section 4

- (a) In all grievances for which the Expedited Arbitration procedure (including those under the Short Form procedure) is applicable, the arbitration procedures and arbitrator's powers as described in Section 2 shall apply except that:
 - (1) The parties may, by mutual agreement, choose an arbitrator from the Area Arbitration Panel. If no such agreement is reached, the arbitrator shall be chosen from the Master Panel. If no arbitrator on the Master Panel is available within the one-hundred fifty (150) day period referenced in Section 2 (f), the selection shall be made from the Area Panel.
 - (2) At the conclusion of the hearing the arbitrator may issue an immediate decision as to whether the grievance shall be sustained or not sustained, but in any event shall issue such a decision within forty-eight hours (48) (excluding intervening Saturdays, Sundays, and Holidays) after the conclusion of the hearing. At the close of the hearing, either party may request the arbitrator to issue a written opinion supporting the decision, which opinion shall be delivered within thirty (30)

calendar days and shall be based on evidence presented at the hearing and shall include a brief statement

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in explanation of the award, provided that such a request shall not delay issuance of a decision.

- (b) Additionally, in an expedited arbitration in which the Short Form Arbitration procedure is applicable, whether as provided under this Agreement or by mutual agreement of the parties, the following procedures shall apply:
 - (1) The parties may, by mutual agreement, choose an arbitrator from the Area Arbitration Panel. If no such agreement is reached, the arbitrator shall be chosen from the Master Panel. If no arbitrator on the Master Panel is available within the one-hundred fifty (150) day period referenced in Section 2 (f), the selection shall be made from the Area Panel.
 - (2) The parties each shall have a maximum of two hours in which to present their respective affirmative cases to the arbitrator unless the arbitrator shall extend the time for good cause. Total cross-examination time for each party shall be limited to one hour.
 - (3) The arbitrator may question the parties at the end of each presentation. The question period should not exceed one-half hour.
 - (4) After a one-half hour recess, each party may have one-half hour for rebuttal and summation.
- (c) Decisions rendered after September 21, 2000 through expedited arbitration under this Section 4 may be submitted in subsequent arbitrations by either party as evidence only at the location where they were decided. The precedential weight, if any, of such prior decisions shall be determined by the arbitrator.

Section 5

In the event any complaint is not resolved through the provisions of paragraph (b) or (c) of Article VI, Section 6, the grievance procedure as described within this Article XI shall apply with the following exceptions:

- (a) A grievance shall be initiated by the filing of a written grievance with Labor Relations within thirty calendar days of the expiration of the trial period referred to in Article VI, Section 6(b).
- (b) Labor relations will not give a final answer until Industrial Engineering has completed its analysis and investigation. Should the Union believe that the Company has unreasonably delayed its answer, it may appeal the case to arbitration within thirty (30) days after giving written notice to the Company of its intent to do so.

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- (c) Any grievance which is not settled or referred by the Union to arbitration shall be closed and the Basic Wage Rates or incentive or measured daywork standards as established or revised by the Company shall stand.
- (d) The Arbitrator shall be selected from a panel of five Arbitrators that the parties have agreed upon to hear cases arising under Articles VI and VII. Arbitrators serving on this panel shall have wage and incentive experience and experience with job evaluation principles. The President of the Local Union or his designated representative and the Labor Relations Manager or his designated representative shall attempt to select an arbitrator from the panel. If a selection cannot be made by mutual agreement, the selection shall then be made by random drawing. In either case, the arbitrator shall be selected by the parties within thirty calendar days following receipt of the Union's appeal.
- (e) If the dispute involves a question of job evaluation due to the establishment of a new job or a change in job duties, the Arbitrator shall determine whether the new or changed job rate is based upon proper application of the Parties' established job evaluation practices. If the Arbitrator finds that the job has been evaluated improperly, he shall reevaluate the job in accordance with the principles of the Parties' job evaluation plan.

If the dispute involves an incentive or measured daywork standard, the Arbitrator shall determine whether the New Time Study System was properly followed.

This determination will include a review of all relevant specifications, time study data, and standard data, as applicable, as well as relevant effectiveness statistics. Either party may provide supporting data from additional studies, and/or from studies taken of the operation by a third party industrial engineer.

- (f) The Arbitrator's decision will either support or adjust the job evaluation or incentive or measured daywork standard. The arbitrator shall have no authority to add to, subtract from or modify the New Time Study System.
- (g) If the decision involves an adjustment, the adjustment shall be made retroactive to the effective date of the job evaluation or incentive or measured daywork standard. In cases involving temporary standards, the adjustment shall be made retroactive to the effective date of the temporary standard with the understanding that if during the period the temporary standards applied, there is a period of time to which the permanent incentive standard could not apply, the earnings for that period will not be adjusted, consistent with Article VII, Section 3.

It is understood that matters involving the general wage scale or differentials in base rates for dayworkers-with-incentive and maximum daywork rates for dayworkers (as well as the fixed payment rate established under the Wage Agreement) which are established at the effective date of this Agreement shall not be a subject for this dispute resolution process.

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Section 6

Either side may call such of its witnesses as it deems necessary at any step in the grievance procedure.

Section 7

Any proposal submitted or withdrawn during negotiations shall not be used as evidence in the grievance procedure unless the subject matter of the grievance is clearly covered by said proposal.

Section 8

- (a) The Union agrees that it will not tolerate, encourage, sanction or approve any strike, work stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure or which arises as the result of actions by a person or persons not in the bargaining unit. On the contrary, the International Union and the respective Local Unions, their officers, agents and members will actively discourage and will take whatever lawful steps are necessary to prevent or terminate any strike, work stoppage, slowdown, or other interruption of work, where the underlying dispute is subject to the grievance procedure. Also, upon notice to the International Union from the Local Union or the Company, the International Union will immediately notify the Local Union by telegram, a copy of which will be sent to the Company, that the strike, work stoppage, slowdown or other interruption of work is unauthorized and that the employees involved should immediately cease the violation. Any employee who participates in a strike, work stoppage or slowdown over any dispute which is subject to the grievance procedure shall be subject to disciplinary action, including discharge. Disciplinary action will not be taken against an employee whose production is reduced if the employee is working at a fair and reasonable pace under the circumstances then existing.
- (b) The Company agrees that in consideration of the carrying out of the responsibilities placed upon the International Union and the respective Local Unions and their officers, agents and members in paragraph (a) of this Section that the Company will institute no action for monetary damages against the International Union or the respective Local Unions or their officers, agents or members for breach of said paragraph (a).
- (c) The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.
- (d) In the event there is any interruption in plant operations due to a stoppage of work or slowdown, the Company and the Union shall not consider the merits of that dispute, nor shall any arbitration proceed or continue on that matter until such time as the interruption has been terminated.

- (e) The term “slowdown” as used in the Agreement, shall be understood to mean an intentional reduction or restriction of production on the part of one or more employees below a reasonable rate of production.

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Section 9

- (a) To facilitate entrance of the Local Union President and Vice President, the Company will issue factory passes to be used when necessary for entrance to and exit from the factory for the purpose of investigating a grievance. Upon entering the factory gate, the bearer of the pass shall register and make known his destination to the guard and shall report directly to the department affected by the grievance.
- (b) The Company will furnish up to nine factory passes to the representatives designated by the Union. The Union shall advise the Company of such designations annually. Consideration will be given to additional passes as requested by the Union.
- (c) (see Letter A-9) In the event a Union representative is at work in his department and it becomes necessary for him to leave his work for the purpose of investigating a grievance, which affects a department for which he has been designated as the Union representative by the Local Union, he shall request permission from his Supervision and advise him as to his proposed destination. He will be excused as soon as necessary arrangements can be made therefore to prevent interference with the production of another employee or group of employees, and every reasonable effort will be made to arrange to excuse him promptly. Upon being excused, he shall directly report his presence and purpose to the Management of the department affected by the grievance.

ARTICLE XII

General Provisions

Section 1

The Union recognizes the necessity for improved production, elimination of waste of materials and supplies and improved quality of workmanship and will cooperate in effecting changes in method, product and equipment to the greatest extent consistent with fair and reasonable labor practices and with the terms of this Agreement.

Section 2

The management of the Plants, including the direction of the working forces and all other functions normally incident to such responsibility, is vested in the Company and will be exercised in a manner consistent with the terms of this Agreement.

Section 3

- (a) 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

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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 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 will be furnished to the President of the Local Union and 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 and the employee's record, not to the period he has been held out of work solely because of the Company's actions.

- (b) The Company may discuss any matter personally with an employee, but if an employee is directed by Supervision to appear in the office, the employee may, if he so desires, bring his Union representative with him. If an employee is to be reprimanded for a matter likely to result in discharge, suspension or written reprimand report, the employee will be reminded of his right to bring his Union representative into the discussion at that time. Time lost from work during the course of an employee's regularly scheduled shift because of being called to the office to be reprimanded will be paid at the Basic Wage Rate of his classification unless such time is specifically mentioned in the reprimand as being part of the discipline imposed. Such time not paid shall be considered as part of the reprimand in the application of Section 5 of this Article.

Section 4

- (a) (see Appendix A, Attendance Program) Excessive absenteeism may be cause for disciplinary action which may include discharge. An employee absent seven calendar days without report shall be considered to have quit, but will be reinstated if he presents satisfactory evidence that his failure to report was due to circumstances beyond his control.
- (b) An employee who is scheduled for work and is unable to report for work is required, when possible, to notify the Company prior to the beginning of his scheduled shift. Such notification shall be by telephone or any other suitable means, and shall state the reason for such absence and the expected duration. Each plant will post in prominent places the telephone number to be used for the telephone calls referred to in this paragraph. If the absence exceeds the expected duration further notification shall be furnished in the same manner. The Company may furnish confirmation of such report and when received.
- (c) Employees needing to report off work may do so up to twenty-four hours in advance by calling the appropriate plant telephone number. This agreement affects only the procedure for reporting off and does not affect any substantive rule or contract provision regarding missing work.

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Section 5

Before any reprimand report is placed in an employee's record, he shall be given the opportunity to read the reprimand report, and to write his signed remarks on the report. The employee will be given a copy of the reprimand report if he signs the original reprimand report only for the purpose of indicating he has received a copy, in which case the Union will be sent a copy of the reprimand report unless the employee signifies in writing at the time he signs the reprimand report that the Union is not to receive a copy. If the employee feels that the reprimand is unjustified, the problem may be processed through the grievance procedure contained in Article XI. Reprimand reports and notations of record preceding a reprimand report for offenses, exclusive of those involving a violation of Article XI, Section 8 (a), not repeated within a year, will be disregarded in the administration of discipline by stamping said reprimand reports and notations of record with the word "DISREGARD" in large lettering.

The Union will be given a list each week of employees who have refused to sign reprimand reports, only for the purpose of permitting the Union to advise said employees to sign the reprimand reports. The list will show employee's names and clock numbers and the dates of reprimand reports.

Reports of suspensions, exclusive of those involving a violation of Article XI, Section 8 (a) not repeated within a year, will be disregarded in the administration of discipline. Furthermore, if after three years the employee's record has been corrected, such reports will not be used to support disciplinary action at arbitration.

Each employee shall have the right to review his reprimands once in every calendar year.

Section 6

Bulletin boards shall be maintained by the Company, at places mutually agreed upon at each plant, for the purpose of posting Local Union notices. Unless mutually agreed upon, such notices shall be limited to departmental, business, social and recreational meetings, elections and election results, notices of strike votes and strike vote results. All notices shall be submitted to the Labor Relations Department for approval and will be posted as soon as possible thereafter. Unless otherwise agreed, no notice will remain on the board more than three calendar days. If for any reason notices cannot be posted, the Union shall be notified as soon as possible.

Section 7

Service record cards shall be issued to employees who are laid off. At the time of layoff, the employee's attention will be called to his recall obligations which are printed on the reverse side of his Service Record Card.

Section 8

- (a) The Company will furnish each present employee and each new employee when hired a booklet containing a copy of this Agreement.

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- (b) The Company will furnish each present employee and each new employee when hired a booklet describing the provisions of the Pension and Insurance Agreement.
- (c) The Company will provide to each local Union Pension & Insurance representative a typed copy and an electronic copy containing the contract language of the Pension & Insurance agreement. The Company will give each current employee, and new employee when hired, a copy of the Summary Plan Description.
- (d) The Company will furnish each employee an Identification Card containing the employee's name, clock number and issue date. Lost cards will be replaced without charge no more often than once per year.
- (e) The Company will make available to a member of the Union up to ninety minutes during the orientation of a new employee(s) to provide a Union orientation, which the Union may elect to give at the plant or at the Local Union Hall. A new employee will be released 90 minutes early at the end of the orientation period to attend the Union orientation.

Section 9

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 Vietnam Era Veteran, disabled veterans, handicapped workers - as required by law, national origin, or Union activity. Instances where the male gender or some other comparable identity appears, it is agreed that the term applies to male and female employees alike wherever applicable.

Section 10

- (a) The main function of our mechanical departments is to do regular continuing maintenance work so as to keep equipment operating properly and to minimize delays in our production departments. The Company will perform regular continuing maintenance work with employees of its mechanical departments except when lack of skills or equipment, nature of the work or time considerations make it impractical. It is understood that non-maintenance employees will be trained and assigned to perform simpler maintenance tasks.
- (b) Installation work, fabrication work, machine shop work or repair work on existing equipment may be performed for a plant by its mechanical departments, depending upon the availability of skills, time considerations, nature of the work, reasonably competitive cost, performance guarantees, installation cost included in purchase price, as well as whether the work can be handled by offering the appropriate mechanical department employees (meaning qualified employees in classifications which normally perform such work) overtime hours up to the equivalent of one additional standard work day per week multiplied by the number of contractor workers in the particular classifications involved.

If any of the aforementioned conditions are not met, the Company shall have the option of placing the work with an outside contractor.

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The development of cost figures for the mechanical departments of a plant in sufficient detail to permit reasonable competitive cost comparisons and the procedure for discussing competitive cost comparisons, where competitive costs are the determining factor, will be determined by management at the local plant.

- (c) The Company will notify the Union when an outside contractor is to work within the plant. Such notification and an explanation of the need for contracting the work will be contained in a “Notice of Outside Contract” form that will be placed in the designated Union representative’s mailbox within the maintenance department and sent by fax or e-mail to the Local Union President, as far in advance as possible but not less than three (3) days (excluding Saturday, Sunday or holidays) before letting the contract except where an emergency necessitates lesser notice. Such notification shall specify the location, type, scope, duration, need for and timetable of the work to be performed. “Catalog” and “Stock” items as well as other materials and services as defined at each location shall be excluded from such notification and explanation.
- (d) (see Letter A-2) The skilled trades job descriptions presently in effect at each plant shall remain in effect for the duration of this Agreement except as modified by the parties.
- (e) Should the Union believe that a discussion is necessary, it shall request a meeting within two (2) days (excluding Saturday, Sunday or holidays), after notification. At such meeting the parties will review the plans for the work to be performed and the reason for contracting out such work. The Company will give good faith consideration to any suggestions by the Union, subject to the limitations in paragraph (b) above, and to any alternate plan proposed by the Union for the possible performance of the work by bargaining unit personnel. If there is no dispute following notification or discussion of any particular contracting out matter, such matter shall be considered resolved without precedent with respect to any future contracting out matter. Should a discussion be held and the contracting out matter not be resolved at the review meeting, the Company reserves the right to make the final decision, subject to the grievance procedure.
- (f) Throughout the term of the Agreement, the parties will meet on an annual basis to 1) review all outside contracting during the preceding twelve (12) months and 2) identify those circumstances where procedures, practices or staffing changes would promote the performance of such work by bargaining unit employees. The Company will give good faith consideration to any suggestions by the Union.
- (g) The Company will recognize and accept accredited USW Journeyman cards as evidence of experience in a craft when considering qualifications of applicants for skilled trades jobs. Among applicants of relatively equal qualifications, those holding a USW Journeyman card will be given first consideration, consistent with limitations of federal law. The Union shall be notified promptly when such applications are made.

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- (h) The Company will, upon request by an employee or his Union representative, issue a letter signed by the Labor Relations Department certifying the work record of the employee for the purpose of making application for a USW Journeyman card.
- (i) An employee on a skilled trade classification, who is required by the Company to have the standard tools of his classification of work, shall have such tools replaced by the Company, without cost to the employee, if they are broken or become worn out in the performance of his work. Broken or worn-out toolboxes and pouches will also be replaced or repaired. The above broken or worn-out items must be turned in to the Company for replacement. The procedure for inventory, replacement and removal of such items from the plant shall be as follows:
 - (1) An inventory shall be taken of the standard tools owned by employees on Skilled Trades classifications. Employees shall be subject to such inventory when assigned to Skilled Trades classifications.
 - (2) In the event a standard tool is broken or becomes worn out in the performance of Skilled Trades work, such tool will be turned in to the Foreman who will arrange for its replacement by a tool of comparable quality and make. It is understood that the Company will keep a supply of standard tools available for replacement purposes.
 - (3) An employee desiring to remove his tools from the plant will be required to obtain a package pass signed by his Foreman listing the tools to be taken out which shall be presented to the plant guard on duty when leaving the plant and check in such tools with the plant guard on duty when he returns to work.
 - (4) When and to the extent metric or other special tools are required in the performance of skilled trades work, the Company shall make such tools available for check-out to skilled trades classifications. In the event a metric tool, owned by a skilled trades employee, is broken or becomes worn out in the performance of skilled trades work, such tool will be turned in to the Foreman who will arrange for its replacement by a tool of comparable quality and make.
- (j) An employee hired into a skilled trade classification shall have a probationary period of one hundred eighty days' service at which time he shall have reached the rate of the classification or be removed. The minimum hiring rate for such an employee will not be less than ten cents below the Basic Wage Rate of the skilled trades classification to which he is assigned, provided he has sufficient tools to satisfactorily perform the work within the classification. An employee hired into a skilled trade classification prior to April 26, 2007, shall have a probationary period not to exceed three months.
- (k) When and to the extent it becomes necessary for the Company to have welders certified or coded, the fees for and time spent taking necessary examinations will be paid by the Company. The rate of pay shall be the employee's Basic Wage Rate.

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- (l) The Company agrees to negotiate an apprenticeship program and apprenticeship standards. It is further understood that the apprenticeship program and standards will meet the requirements of the USW Skilled Trades Department and/or the Federal Bureau of Apprenticeship and Training.

- (m) Whenever the Company installs new equipment or machinery or modernizes existing equipment or machinery to such an extent that it will require additional skill or knowledge on the part of employees of the mechanical departments of the plant who are required to maintain such machinery or equipment, the Company will continue to provide at its expense an adequate training program for the required employees involved to enable them to maintain the new or modernized machinery or equipment.

Section 11

- (a) (see Memo G) The Company will continue to make reasonable provisions for the health and safety of its employees during the course of their employment and will comply with all applicable state and federal health and safety regulations or codes, and such regulations or codes shall represent the minimum acceptable standards.

The Company and the Union will cooperate in maintaining safe and healthful working conditions. Management representatives and employees will observe Company health and safety rules and will cooperate in the prevention of occupational illnesses and injuries. No employee shall be required or permitted to work under conditions which may be or tend to be unsafe, or injurious to his health and safety of others.

The Company will provide competent first aid personnel. When needed, the Company will provide transportation for injured workers to the hospital. The plant medical personnel, plant safety management or their designee will determine the mode of transportation.

Management will review all working standards and other documents relevant to the job prior to a new or transferred employee beginning work, and PPE will be provided by the Company as required by OSHA. Periodic department safety meetings or training sessions will be held at each plant. The Company and Union will commit to the importance of regularly scheduled safety education and training for the departments. Mill or calender rescue team drills will be conducted on each shift at least quarterly.

Should any current Federal or applicable State OSHA standards be rescinded or repealed during the term of this Agreement the Company Safety Director will review and determine the applicability of the requirements of those standards for the affected workplaces. All decisions related to rescinded or repealed OSHA standards shall be discussed with the International Health, Safety and Environmental Director or designee prior to implementation.

- (1) A health, safety, ergonomic and environmental committee shall be established in each plant for the promotion of safe working practices, plant environmental

concerns, and a healthful working condition at each plant site. The committee shall consist of up to

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four members (including the Chairman) in non-tire plants, and up to five members (including the Chairman) in tire plants. One member must be chosen from each crew. The Union and the Company shall designate equal numbers of committee members. The committee shall be furnished annual passes for the purpose of entering the plant and investigating health and safety conditions, the use of such passes to be subject to the conditions set forth in Article XI, Section 9, Paragraph (a).

- (2) The committee shall meet as often as it deems necessary, but not less than once each month for the purpose of discussing health, safety, ergonomic and environmental problems. At the meeting, data concerning accidents in the plant will be made available upon written request. The committee will tour the plant periodically to observe whether adopted health and safety recommendations are being complied with as well as observing sites of lost time accidents.

Arrangements may be made between the Chairman of the Union Health, Safety, Ergonomic and Environmental Committee and the Plant Safety Manager for joint inspection of specific health, safety, and environmental complaints. The Chairman of the Union Health, Safety, Ergonomic and Environmental Committee and the Plant Safety Manager or their designee will perform an investigation as soon as possible following a serious occupational accident involving a fatality, hospitalization, amputation, or fracture (other than a finger or toe). Upon request, the Company will inform the Chairman of the Union Health, Safety, Ergonomic and Environmental Committee, designated by the Union, of employees who have lost time due to an injury which occurred in the factory. Such request shall be made not more than once weekly.

The committee will be provided access to all current working standards for their plant. The committee will jointly determine if the safety section of the working standards could be improved. The Company will make revisions as deemed necessary by the committee.

The committee shall also facilitate the promotion of sound ergonomic engineering and ergonomic practices in each plant. The committee will strive to incorporate and implement the principles of a comprehensive ergonomic program. The Company's Corporate Safety Department and the USW International Health and Safety Department will render its assistance to incorporate such endeavors as agreed to by the parties.

The Chairman of the Union Health, Safety, Ergonomic and Environmental Committee and the Company's Safety Manager will meet regularly for the purpose of reviewing concerns of mutual interest. These concerns may include, but are not limited to lost-time accidents. The International Health, Safety and Environmental Director and the Company's Corporate Safety Director or their designee may be utilized as a resource to review and discuss issues and try to reach solutions.

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Union members of the committee shall be paid for time spent in meetings, on plant tours and on joint investigations mentioned above. In addition an employee who is requested by a safety inspector from the Office of Occupational Safety and Health Administration or the National Institute for Occupational Safety and Health and is designated by the Local Union President to accompany the inspector on an inspection tour will be paid for the time lost from his regular scheduled shift as a result of such plant inspection. Unless otherwise provided in Paragraph 5 of the Wage Agreement, the rate of pay shall be his Basic Wage Rate and hours paid shall be considered as hours worked for the purpose of computing overtime payments as provided in Article VIII, Section 2. It is understood that time spent in the above activities will be with reasonable restraint.

- (3) Due consideration will be given by the Company to recommendations of the Health, Safety, Ergonomic and Environmental Committee. In the event health, safety and environmental problems discussed by the committee remain unsettled, they may be processed through the grievance procedure, beginning with the Labor Relations Department step. Members of the Health, Safety, Ergonomic and Environmental Committee will be permitted to attend grievance meetings regarding health, safety and environmental problems.
- (4) The Company will designate any recognized hazardous materials used in the manufacturing process and will establish procedures for its safe use. Where tests or physical examinations of employees are required in connection with the use of hazardous materials and such tests or examinations show abnormal results the employees so tested or examined shall be advised of and provided a copy of the results. The results of any such tests or examination will be made available to the examined employee upon his request. Upon request, the Health, Safety, Ergonomic and Environmental Committee will be informed of the materials used in the plant for which such tests or physical examinations of employees are required and the reason for such test. Upon request, the Health, Safety, Ergonomic and Environmental Committee will be informed of the prescribed handling procedures for such materials.

The Company shall notify the Chairman of the Union Health, Safety, Ergonomic and Environmental Committee or designee prior to performing industrial hygiene monitoring for chemicals. The Union Chairman or designee shall have the right to observe and assist in the monitoring process. The Company shall provide the employees affected by the monitoring process with the results. If an employee works in excess of eight hours, the exposure limits shall be adjusted accordingly using acceptable industrial hygiene practices. For chemicals where there is no established OSHA permissible exposure limit, the International Health, Safety and Environmental Director or designee may discuss exposure limits with the Company's Corporate Safety Director or designee.

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The Company will furnish reasonable and NIOSH recommended protective devices, protective equipment, protective clothing and gloves, wherever necessary, on work, which is recognized to be abnormally hazardous. The procedure, conditions and extent of furnishing such items will be determined by the local plant.

- (a) The Company will designate protective equipment for specific work and/or employees.
- (5) The Union agrees to respect the confidential nature of information furnished under this Article pertaining to materials and/or manufacturing processes. Such information will not be disclosed to any party not directly concerned with the administration of this Agreement.
- (6) The Company shall notify the Health, Safety, Ergonomic and Environmental Committee of any plant health and safety inspection by state or federal agencies or by specialists from the Company's Health, Safety and Industrial Hygiene Department. Upon request, the Company shall review with the committee the reports of any plant health and safety inspections by state or federal agencies. Furthermore, upon request, the Company shall review with the committee the findings of plant health and safety inspections by specialists from the Company's Health, Safety and Industrial Hygiene Department.
- (7) The Company will send representatives from the Local Union Health, Safety, Ergonomic and Environmental Committee to the annual National Safety Congress and Exposition. Arrangements for attending the National Safety Congress and Exposition, including registration fees, payment of lost time and traveling expenses shall be determined at each local plant consistent with the Company's policies and procedures for travel.

Section 12

- (a) Supervisory or other non-bargaining unit employees shall not perform the work of bargaining unit classifications except when special circumstances exist including emergencies, instruction/training, and development/engineering work. In situations where non-bargaining unit employees are permitted under this paragraph to perform such work the interests of the Union and bargaining unit employees will not be arbitrarily disregarded.
- (b) A dayworker taken from his regular classification at the request of management to fill a temporary vacancy on another classification shall be paid either his Incentive earnings, his Basic Wage Rate, or the Basic Wage Rate of the temporary classification, whichever is the highest, provided a reasonable effort is put forth.

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Section 13

If it is established that an employee, while doing assigned work and exercising due caution, sustains damage to his glasses, hearing aid, or artificial limb, the Company will reimburse the employee for the cost of necessary repairs. 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 to the procedure to be followed to obtain repair and reimbursement.

Section 14

Employees in production departments in plants operating on a five-day standard work week will be notified early in each month of the number of Saturdays for which the plant is to be scheduled at full production during that month. In the event the number of such Saturdays to be scheduled is changed, employees will be notified as soon as practicable. Notice of a full production schedule for each Saturday so scheduled will be posted no later than 3:00 P.M. Monday. If it becomes necessary to change such schedule or to schedule full production, the notice of such schedule change will be posted no later than Wednesday midnight.

On weeks when full production is not scheduled for the plant on Saturday, the Company will post week-end work schedules for production departments by Wednesday midnight, wherever possible, but in no event later than 12:00 noon on Thursday.

Holiday schedules for production departments will be posted no later than the end of the week preceding the week in which the holiday occurs. In no event will this be posted less than three working days prior to the holiday except as otherwise may be agreed.

The procedure for posting week-end and holiday schedules for mechanical and service departments will be determined at the local plant level.

Section 15

Daywork-with-Incentive employees' records of daily earnings will be made available weekly or less frequently as determined by the local parties.

Section 16

Employees will be furnished with a copy of any adjustment or correction made by the Company to any payroll document, which affects their earnings.

Section 17

In cases where the Company is responsible for the misplacement of an employee's time card, payment shall be made in the same period if practicable. If payment cannot be made in the same pay period, payment shall be made as quickly as possible in the next pay period.

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Section 18

- (a) The Company will furnish the Union with a complete seniority list of all employees on the active payroll, on a quarterly basis, such list to include:

Name
Social Security Number
Department and Clock Card Number
Seniority Date
Latest Address Available
Latest Phone Number
Date of Birth

- (b) The Company agrees to maintain adequate in-plant feeding facilities.

- (c) The following inventory rates will apply:

Des Moines - Employees basic wage rate for his classification.
Akron - Employee's basic wage rate for his classification.
LaVergne - Employee's basic wage rate for his classification.

- (d) Local plants may agree to provide additional employee information and the frequency that this information will be provided.

Section 19

An employee with at least two years' seniority who leaves the employ of the Company to enter service in the Peace Corps as established by the Congress of the United States of America under the Peace Corps Act, 22 USCA 2501, shall be reinstated upon application consistent with his seniority, provided he is physically capable of performing the work required, and he applies for reinstatement within ninety calendar days following the completion of not more than two years of such service.

Upon reinstatement, he shall be credited with seniority held at the time he left the employ of the Company for such service, plus seniority credit for time spent in the Peace Corps.

Section 20

An employee with seniority, but excluding an employee hired as a temporary or vacation replacement, who leaves the employ of the Company in order to attend an accredited college or university or for educational training under the G.I. Bill of Rights, so-called, shall be reinstated upon application provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within thirty calendar days after leaving the college or university. The employee upon reinstatement shall be credited with the seniority he had when he left the Company. The employee shall notify the Employment Office in writing of the name of the school, the date of entry and the expected length of the course of

study. He shall confirm the continuation of his school attendance at annual intervals thereafter.
If such an

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employee leaves the college or university to enter the Armed Forces, and so notifies the Employment Office in writing and otherwise fulfills the requirements of the applicable laws, he will accumulate seniority for the full period of time spent in such service.

Section 21

- (a) A laid-off employee with seniority on the recall list of one plant will be given preference in hiring at another plant covered by this Agreement where all eligible laid-off employees have been recalled, and new employees are being hired for work on which the laid-off employee has qualifying experience. Such laid-off employee must make application for employment and, upon being hired, shall be considered a new employee, without seniority at that plant. He shall retain his seniority and recall rights at his former plant in accordance with this Agreement. If he is recalled to work at his former plant, he must terminate his employment at the new plant and report for work at his former plant, or lose his recall rights and seniority at his former plant. An employee who makes application to return to this former plant, if hired, will be credited with seniority pursuant to Article IV, Section 1(h) as though he had been on layoff at his former plant.
- (b) (see Memo F) A former employee who is released from employment as the result of the complete and permanent closure of a local plant covered by the Agreement, who makes written application for employment in other plants covered by the Agreement within sixty calendar days of such release from employment, will be given preference in hiring over new employees in such other plants for work for which he is qualified, provided such employee has not assumed the status of a retiree, accepted a severance award, or a special distribution.

Any such former employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of seniority he had at the time of his release from employment or layoff and, in addition, will receive credit for the amount of seniority credit for which he would have been eligible under Article IV, Section 1 (h) as if he were being recalled from layoff, at the hiring plant.

If such employee refuses a job for which he is qualified, his preferential hiring rights specified above shall be terminated.

- (c) Section 21 (b) above will also apply to employees on layoff with recall rights in case of a partial plant closure and/or other layoffs where at least ten percent of the total work force in a local bargaining unit is on layoff with recall rights or where it is determined that there is no reasonable likelihood that the employees on layoff will be recalled. The sixty-day period for making written application will not apply to employees qualifying under this paragraph.
- (d) It is understood that the preferential hiring process outlined in paragraph (a), (b), and (c) above have potentially complex administrative implications. The Company will use its best efforts at all times to ensure full compliance herewith. Accordingly it is agreed that

the exclusive remedy for any violation of the above provisions shall be future placement opportunities for aggrieved employees.

Article XII – General Provisions & Article XIII – Local Plant Matters

Section 22

The terms and provisions of this Agreement shall be applicable seven days a week.

Section 23

Notwithstanding any other provisions of this Agreement, the Company, upon the agreement of the International Union and any affected local Unions, may make such revisions in the Agreement not inconsistent with the purpose, structure, and basic provisions thereof as shall be necessary to comply with federal or state laws. Any such revision shall adhere as closely as possible to the language and intent of this Agreement.

Section 24

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:

- (1) 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,
- (2) 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,
- (3) 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 to any transactions 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 to transactions involving the sale of stock, except that the provision shall apply to a transaction or a series of transactions that result in a change of control.

ARTICLE XIII

Local Plant Matters

Section 1

Upon mutual agreement between the designated representative of the Company and the designated representative of the Union, the parties in a local plant are authorized to enter into discussions for the purpose of jointly developing, approving, and implementing programs to meet the objectives of this Agreement and of their businesses that are not inconsistent with any

provision of this Agreement. The implementation of any such programs shall be accomplished in each case

*Article XIII – Local Plant Matters, Article XIV – Termination &
Article XV – Memoranda of Agreement – Memorandum A*

through a memorandum of agreement between the parties at the local level after approval by the designated representative of the Company and the designated representative of the Union.

ARTICLE XIV

Termination

Section 1

This agreement shall remain in force and effect until 12:01 a.m. July 27, 2013.

ARTICLE XV

Memoranda of Agreement

A. MEMORANDUM - JOINT LABOR MANAGEMENT COMMITTEES

The Company and the Union affirm the principle that free collective bargaining is the best means for resolving industrial disputes pertaining to wages, hours and working conditions. The parties, however, recognize the benefit of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations, which may exist at the bargaining table. Accordingly, the parties desire to establish committees to function during the term of the Labor Agreement in order to develop approaches and possible solutions to matters of vital concern both to the Company and the Union. Consequently, Joint Labor Management Committees are to be established as follows:

1. The responsibility for and direction of these committees is established with a Joint Labor Management Steering Committee. Committee assignment shall be made by this Joint Labor Management Steering Committee. This Committee shall consist of not more than three members from the Union and not more than three members from the Company. Union members will be selected by the designated representative of the International Union, who will designate one Union member to act as Co-Chairman and one to be his alternate. Company members will be selected by the designated representative of the Company, who will designate one Company member to act as Co-Chairman, and one to be his alternate.
2. The Steering Committee members shall establish such rules and procedures as may be necessary and may create such additional committees as may be deemed advisable.
3. Committees shall have no authority to bargain for the parties on any issue, or to determine disposition of any grievances, which the Committee may review in the study of a problem.
4. All Committee authority shall be limited to discussion, exploration and study of subjects. Any Committee recommendations to the parties are to be on a confidential basis.

Article XV – Memoranda of Agreement – Memorandum A, Memorandum B & Memorandum C

5. Persons from either party who are specialists in a subject under discussion may be brought into all Committee meetings by agreement of the Steering Committee.
6. Each party shall pay expenses incurred by its Steering Committee members. On all other committees the Company will pay “meeting with management” for time lost by members and by specialists brought in to serve on such committees. Expenses incurred by the JLMC Committee will be paid by the Company. All expenses incurred by the use of outside consultants will be paid by the Company.

B. MEMORANDUM-INTERIM MEETINGS

Meetings will be held at approximately six month intervals between the designated representative of the International Union and the designated representative of the Company. At the end of the term of this agreement, the parties expect to be in contract negotiations and so no Interim Meetings will be held at that time. Interim Meetings will ordinarily be scheduled for 3 days. The number of Local Union representatives will be the number of BATO Section International Policy Committee members as of the date of the Interim Meeting. An additional representative or representatives from a Local Union may attend a particular meeting only with prior agreement between the parties referred to above upon the subjects to be discussed, which require the attendance of additional representatives. The Company will pay Local Union committee members attending such meetings for time lost from their regularly scheduled work shifts as a result of attending such meetings, but in no case more than forty (40) hours.

The purpose of the meetings shall be to:

- (1) Share information, discuss and resolve issues of interest to either party which may arise during the term of the Agreement. Settlements/resolutions agreed upon during said meetings will be binding upon the parties.
- (2) Receive and discuss ideas and recommendations as reported by the various committees established under the Memorandum of Agreement - Joint Labor Management Committees.

C. MEMORANDUM - DUES AUTHORIZATION

Following is the interpretation that has existed between the parties regarding revocability of the dues authorization form contained in Article III, Section 7 of the present Agreement and previous Agreements.

For an employee who signs a dues authorization card during the term of the current Agreement, the original period of irrevocability shall be one year or until the termination of the Agreement, whichever is the shorter period. Renewal periods of irrevocability during the term of that Agreement will begin and end on the anniversary date of his signing said authorization card, unless the termination date of that Agreement earlier occurs, at which time the renewal period ends.

For an employee who signed a dues authorization card during the term of a previous Agreement, the period of irrevocability shall begin on the termination date of the Agreement immediately

Article XV – Memoranda of Agreement – Memorandum C & Memorandum D

preceding the then current Agreement and run for one year, and successive renewal periods shall begin and end on the anniversary date of the termination date of said immediately previous Agreement, but will terminate on the termination date of the then current Agreement.

The term “termination date” with respect to any Agreement refers to the date set out in Article XIV Duration thereof.

In no case shall the period of irrevocability exceed one year, or extend past the termination date of the then current Agreement.

D. MEMORANDUM-NEW TIME STUDY SYSTEM

This Memorandum of Agreement, made and entered into this 24th day of April, 1963, as amended effective December 13, 1996, between Bridgestone Firestone, Inc., hereinafter referred to as the “Company”, and the United Steelworkers of America, hereinafter referred to as the “Union”, is for the purpose of uniformly setting forth the principles and procedures to be followed in establishing new incentive standards and in establishing revised standards in the plants covered by this Agreement.

The parties hereby agree as follows:

- A. Incentives other than those by which the incentive worker earns one unit of payment for each unit of output (expressed in time, pieces, yards, pounds or other units of output) will not be used, except by agreement between the Company and the Union.

The development of uniform procedures for establishing incentives other than “one for one” incentives shall be subject to further discussion between the Company and the Union.

- B. Establishing New Incentive Standards

- B1 Individual Incentive Operations

- B1.1 Setting Up and Observing Operations

- B1.1.1 The Company will develop a detailed operation description and elemental sequence accurately describing the operating procedure and methods to be used, and elements of work to be performed. Observations made and data obtained for this purpose will not be used as a basis for determining allowed times under B1.2.

- B1.1.2 Employees working on an operation for which an incentive standard is to be established will be instructed by supervision with respect to operating procedures to be followed. Instructions are to be based upon written operating procedures which shall be in sufficient detail to enable the operator to perform the various elements of work in the manner described in the operation description and elemental sequence. Written operating procedures will be issued sufficiently in advance of the study to allow such operators to familiarize themselves with the manner in which the work is to be performed.

Article XV – Memoranda of Agreement – Memorandum D

B1.1.3 Elemental times shall be based on observations made by stop watch, although other measuring devices may be used to determine controlling factors such as machine speeds, conveyor speeds, temperatures, material flow, etc. Observed times for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled elements, will be performance rated using walking three miles per hour as normal or one hundred percent. Performance ratings will be recorded in increments of five percent.

B1.1.4 Machine or process controlled elemental times will be recorded as observed while running according to the operating procedures. Rheostats and controls shall be at the proper settings.

B1.2 Determining Allowed Times

B1.2.1 Machine controlled elemental times will be leveled by applying a factor of 1.33-1/3.

B1.2.2 Manually controlled elements will be leveled to one hundred percent or normal performance.

B1.2.3 Where manual elements of work and a machine controlled element occur simultaneously, the controlling time to be used as the elemental allowed time will be determined after times are leveled and fatigue factors applied.

B1.2.4 Recurrent incidental work which can be measured accurately and measurable recurrent delays which are not compensable under the allowance plan contained in Article VII of the Agreement will be determined and entered as elements, where practicable.

B1.2.5 Where necessary, an allowance will be made, either as a percentage or as an elemental time for nonrecurrent delays which cannot be measured accurately and which are not compensable under the allowance plan, such allowance to be based upon time study observations of the operation and other operations on the same type of machine or equipment.

B1.2.6 Data compiled by time study observations will be correlated for use as standard data, and will be applied in the final determination of Items B1.2.1 through B1.2.5 above. Standard data will be made up of elemental allowed times which have been leveled, but to which fatigue factors have not been applied.

B1.2.7 Elemental allowed times and any allowance under B1.2.5, above, will be totaled to arrive at a net allowed time for the operation.

B1.2.8 An operation fatigue factor determined for similar operations will be applied to arrive at a total allowed time for the operation. If such operation

fatigue factor is inapplicable, an operation fatigue factor will be developed in the following manner:

- B1.2.8a Fatigue factors determined by “slotting”, using the list of allowance bench marks attached, will be applied by element or group of similar elements.

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B1.2.8b For subsequent use in setting incentive standards on similar operations, an operation fatigue factor will be computed by dividing the total time allowed in the operation for fatigue by the total of the leveled elemental times before application of the fatigue factors. In the event of a dispute concerning application of an operation fatigue factor, it will be resolved by applying the fatigue factors by element or group of similar elements.

B1.2.9 The total allowed time for the operation will be converted to total allowed time per one hundred units.

B1.3 Calculation of Incentive Standards

B1.3.1 An incentive standard expressed in terms of standard hours per one hundred units will be computed by dividing the total allowed time in minutes per one hundred units by sixty.

B2 Pool and Crew Operations.

B2.1 Pool Operations

B2.1.1 A pool is a group of employees, usually carrying the same occupational title, whose output and earnings are “pooled” and divided among the members of the pool according to the time worked on the operations performed by the pool.

B2.1.2 When establishing incentive standards for pool operations, the principles set forth in B1 above, will be applied. However, if one pool operation is the limiting factor in determining the output of one or more other operations in the pool, elemental allowed times or total allowed times for operations so affected will be adjusted to reflect the extent of the limitation.

B2.2 Crew Operations

B2.2.1 A crew is a group of employees, usually carrying two or more different occupational titles, who work as a unit in producing the same production units.

B2.2.2 When establishing incentive standards for crew operations, the principles set forth in B1, above, will be applied, with the exception of B1.2.9, which will be applied as follows:

B2.2.2a. The total allowed time for the operation which is the limiting factor in determining the output of the crew will be converted to total allowed time per one hundred units, and will be used as the total allowed time for each of the crew operations in computing the incentive standards.

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C. Revising Incentive Standards

An incentive standard which has been installed or established as provided in this Memorandum will not be changed unless there is a rearrangement of equipment or machinery, or a change in method, materials, tools, equipment or machinery affecting the required time per unit, in which case a new incentive standard will be established consistent with the principles set forth in this Article C.

C1 Individual Incentive Operations.

C1.1 Setting Up and Observing Operations.

C1.1.1 The Company will develop a detailed operation description and elemental sequence accurately describing the operating procedure and methods to be used, and elements of work to be performed. Observations made and data obtained for this purpose will not be used as a basis for determining allowed times under C1.2.

C1.1.2 Employees working on an operation for which a revised incentive standard is to be established will be instructed by supervision with respect to operating procedures to be followed. Instructions are to be based upon written operating procedures which shall be in sufficient detail to enable the operator to perform the various elements of work in the manner described in the operation description and elemental sequence. Written operating procedures will be issued sufficiently in advance of the study to allow such operators to familiarize themselves with the manner in which the work is to be performed.

C1.1.3 Elemental times shall be based on observations made by stop watch, although other measuring devices may be used to determine controlling factors such as machine speeds, conveyor speeds, temperatures, material flow, etc. Observed times for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled elements, will be performance rated using walking three miles per hour as normal or one hundred percent. Performance ratings will be recorded in increments of five percent.

C1.1.4 Machine or process controlled elemental times will be recorded as observed while running according to the operating procedures. Rheostats and controls shall be at the proper settings.

C1.2 Determining Allowed Time

C1.2.1 Machine controlled elemental times will be leveled by applying a factor of 1.33-1/3.

C1.2.2 Manually controlled elements will be leveled to one hundred percent or normal performance.

C1.2.3 Where manual elements of work and a machine controlled element occur simultaneously, the controlling time to be used as the elemental allowed time will be determined after times are leveled and fatigue factors applied.

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- C1.2.4 Recurrent incidental work which can be measured accurately and measurable recurrent delays which are not compensable under the allowance plan contained in Article VII of Agreement will be determined and entered as elements, where practicable.
- C1.2.5 Where necessary, an allowance will be made, either as a percentage or as an elemental time for non-recurrent delays which cannot be measured accurately and which are not compensable under the allowance plan, such allowance to be based upon studies of the operation and other operations on the same type of machine or equipment.
- C1.2.6 Standard data will be applied in the final determination of C1.2.1 through C1.2.5 above.
- C1.2.7 The operation description, elemental sequence and written operating procedure developed for the new incentive standard under C1.1.1 above, will be compared with the operation description, elemental sequence and written operating procedure which was the basis for the incentive standard being revised. Elemental allowed times for elements of work and allowances which have been affected by changes shown by the above comparison will be redetermined, based upon C1.2.1. through C1.2.6, above. Elemental allowed times for elements of work and allowances which have been restudied in conjunction with a previous revision of the incentive standard will be changed only to the extent of the change since the restudy. The previous sentence shall also apply in the event such restudy did not result in a change in the incentive standard.
- C1.2.8 Elemental times for elements of work and allowances which the comparison referred to in C1.2.7, above, shows not to have been affected by any change will be carried over as elemental allowed times in the new incentive standard.
- C1.2.9 Elemental times and any allowance which have been arrived at as described in C1.2.7 and C1.2.8, above, will be totaled to arrive at a net allowed time for the revised operation.
- C1.2.10 The operation fatigue factor used in the previous incentive standard will be applied to arrive at a total allowed time for the operation.
- C1.2.11 The total allowed time for the operation will be converted to total allowed time per one hundred units.
- C1.3 Calculation of Incentive Standard

C1.3.1 An incentive standard expressed in terms of standard hours per one hundred units will be computed by dividing the total allowed time in minutes per one hundred units by sixty.

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C2 Pool and Crew Operations.

C2.1 Pool Operations

C2.1.1 When revising incentive standards for pool operations, the principles set forth in C1, above, will be applied. After total allowed times for the various pool operations have been redetermined as outlined in C1.2.1 through C1.2.10, an analysis will be made with respect to the effect upon the limiting factor. If one operation is the limiting factor in determining the output of one or more other operations in the pool, elemental allowed times or total allowed times for operations so affected will be adjusted to reflect the extent of the limitation.

C2.2 Crew Operations

C2.2.1 When revising incentive standards for crew operations, the principles set forth in C1, above, will be applied, except as follows:

C2.2.1a After total allowed times for the various pool operations have been redetermined as outlined in C1.2.1 through C1.2.10, an analysis will be made with respect to the effect upon the limiting factor.

C2.2.1b C1.2.11 will then be applied as follows: The total allowed time for the operation which is the limiting factor in determining the output of the crew will be converted to total allowed time per one hundred units, and will be used as total allowed time for each of the crew operations in computing the incentive standards.

D. The Company agrees that systems such as M.T.M. will not be used to determine elemental times upon which incentive standards will be based.

E. All machine controlled, cycle controlled or any other restricted time shall be inserted in the incentive standard so as to yield standard hours on the same basis as manual time in the same operation. The incentive standard posted shall contain a notation showing time not utilized. Time allowed for machine limitation may be utilized without increasing the standard hours for the operation. In the utilization of an employee's machine limitation time, such employee shall not be required to do work outside his job classification.

F. Union Time Study Engineers Training Course.

F.1 Training and retraining courses conducted for the purpose of qualifying additional Company Industrial Engineers shall be available also to a Local Union Time Study Engineer.

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ALLOWANCE BENCH MARKS

Fatigue Factors

Bench Mark Operations	No Relief Furnished	Lunch Relief Furnished	Lunch & Personal Relief Furnished
1. Machine Operation	10%	5%	0%
2. Visual inspection requiring casual observations	10%	5%	0%
3. Cut and tear plies to length	15%	10%	5%
4. Hand stitching - Tire Building	20%	15%	10%
5. Load and unload 84"	25%	20%	15%
6. All machine controlled operations	10%	5%	0%
7. Visual inspection requiring searching for defects or differences	15%	10%	5%
8. Push or pull empty truck	15%	10%*	5%
9. Push or pull partially loaded truck	20%	15%*	10%
10. Push or pull fully loaded truck	25%	20%*	15%
*Note: Add 5% for up or down-grade and for steel wheel trucks on rough or uneven floors.			
11. Cut and roll stock across 84" mill	15%	10%	5%
12. Cement drum edges and swabbing operations - Tire Building	10%	5%	0%
13. Start plies and run on plies - Passenger on plies - Passenger tire building	10%	5%	0%

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14. Hand or prodder bar turnups or downs – Tire building	20%	15%	10%
15. Get tread from skid and place in tread guide or over shoulder			
Up to 16#	15%	10%	5%
16# to 28#	20%	15%	10%
28# to 40#	25%	20%	15%
40# to 52#	30%	25%	20%
52# to 64#	35%	30%	25%
76# to 88#	45%	40%	35%
88# to 100	50%	45%	40%
16. Transfer cut plies from one table or conveyer to another table or conveyer	10%	5%	0%
17. Splice ply (1 or 2 cord lap)	15%	10%	5%
18. Remove tire from drum, inspect, make minor repairs, and aside tire:			
Up to 21#	15%	10%	5%
21# to 33#	20%	15%	10%
33# to 45#	25%	20%	15%
45# to 57#	30%	25%	20%
57# to 69#	35%	30%	25%
69# to 81#	40%	35%	30%
81# to 93#	45%	40%	35%
93# to 105#	50%	45%	40%
19. All hand swabbing operations			
One hand	10%	5%	0%
Two hand	15%	10%	5%
20. Load and unload manual tire balance wheel	15%	10%	5%

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21. Get full spool or reel of chafer, cover, etc. from storage rack and place on letoff Approximate weight 50# to 60#	40%	35%	30%
22. Load and/or unload wire winder or bead assembly machine	10%	5%	0%
23. Cut and add 50# bag of carbon black to loading chute	20%	15%	10%
24. Hand load plasticator compound bucket, compound belt or mill			
30# to 45#	25%	20%	15%
45# to 60#	30%	25%	20%
25. Change empty chafer spool on let off or windup	10%	5%	0%
26. Remove cured tire from holding device, such as chuck or conveyor, to conveyor or chuck- Make visual inspection			
Up to 21#	15%	10%	5%
21# to 33#	20%	15%	10%
33# to 45#	25%	20%	15%
45# to 57#	30%	25%	20%
57# to 69#	35%	30%	25%
69# to 81#	40%	35%	30%
81# to 93#	45%	40%	35%
93# to 105#	50%	45%	40%

FATIGUE FACTORS SHOWN IN SECOND AND THIRD COLUMN ARE NOT TO BE USED ON AN OPERATION PERFORMED BY AN INCENTIVE WORKER WHO IS NOT FURNISHED RELIEF.

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The application of the foregoing fatigue factors when lunch relief and/or personal relief is furnished is dependent upon the manner in which payment for output during such relief periods is credited. For example, if lunch and personal relief is furnished, and the operator being relieved is credited with output during the relief periods, the fatigue factors shown under “Lunch and Personal Relief Furnished” are applicable. However, if the operator being relieved does not receive credit for any output during such relief periods, the factors under “No Relief Furnished” are applicable.

It is recognized that in certain pool and crew operations, manning of the operations has been based upon members of the pool or crew furnishing relief, in which case fatigue factors shown under “Lunch and Personal Relief Furnished” are applicable.

E. MEMORANDUM - SUPERVISOR RETURN TO BARGAINING UNIT -
RUSSELLVILLE PLANT

The parties hereby agree to the following in regard to the application of Article IV, Section 1 (e) of the Master Agreement.

In the Russellville plant the date of December 17, 1969, will be applicable instead of April 22, 1967.

F. ADDENDUM - PREFERENTIAL HIRING RIGHTS

Outlined below are the preferential hiring rights to which employees are entitled under Article XII, Section 21(b) & (c) of the current Collective Bargaining Agreement and the procedures that must be followed in the exercise of these rights. Employees will be given a copy of the Procedure for Exercising Preferential Hiring Rights at the time of termination, or in the case of layoff, at the time they are laid off.

Employees Terminated Because of a Plant Closure

The preferential hiring rights set forth below are applicable only to such former employees who have not assumed the status of a retiree, accepted severance pay or a special distribution.

A. Filing of Application

1. A former employee requesting preferential hiring rights in other plants covered by the Collective Bargaining Agreement will file an “application for employment” form or forms with the Labor Relations Office of the plant from which he is being terminated. He may complete the application forms in the Labor Relations Office during regular office hours or request such forms by certified mail addressed to the Labor Relations Office. A separate application may be filed within sixty calendar days of his termination for each such plant in which he is requesting employment.

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2. The application forms will be forwarded to the Labor Relations Manager of the applicable plant and will be considered for future permanent openings for which new employees are to be hired. Only those applications on file at the plant at the time the opening is available to be filled will be considered. Qualified applicants will be offered openings in accordance with their Company service credit. Qualification requirements will be the same as those required if the applicant was being recalled from layoff at the hiring plant.
3. Applications will be valid for a twelve month period unless canceled. Applications must be re-submitted during the twelfth month of each such period to the plant or plants in which the applicant desires to retain preferential hiring rights.

B. Hiring Procedures

1. When an opening is available the employment department of the plant in which the opening occurs will notify the former employee by certified mail or by telephone, (certified letter to be sent to verify contact even though he is reached by telephone) and assume responsibility for the necessary follow-up. If the former employee cannot be contacted by telephone, he will have seven working days from the date of the certified letter in which to contact the employment department of such plant. Failure to make contact within such period will cause the former employee to forfeit his preferential hiring rights.

The former employee will be given twenty-four hours following the above-stated contact in which to notify the plant by telephone or wire of his acceptance or rejection of the job opening.

If the former employee notifies the plant of his temporary inability to accept the opening because of illness or injury, the former employee will be by-passed for the current opening and be considered for future openings provided the former employee furnishes satisfactory medical evidence verifying the disability and provided he notifies the plant promptly following recovery from the temporary disability of his availability for placement.

(a) Acceptance of Job Opening

- (i) Upon acceptance of a job opening the former employee shall be informed of the arrangements for his physical examination.

Where possible, pre-employment physical examinations will be given in the general area of the plant being closed. The physical examination will be the same as that given to employees being recalled from layoff at the hiring plant.

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- (ii) If he passes the physical examination he will be notified by telephone as to the date and time he is to report for work. He will be granted a reasonable period of time in which to report for work but not to exceed seven calendar days from the date of such notification.
 - (iii) The former employee will be hired as a new employee without prior service credit for seniority purposes. For all other purposes he will be credited with the amount of service credit he had at the time of his termination and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Section 1 (h) of Article IV as if he was being recalled from layoff.
 - (iv) At the time of hire he will forfeit his preferential hiring rights at other plants and his rights to benefits under the Pension and Insurance Agreement because of his previous termination due to the plant closure, except that such prior rights shall be reinstated if he is laid off due to a reduction in force prior to the completion of thirty calendar days' continuous service.
 - (v) Notwithstanding Paragraph (iv) above, for sixty calendar days after hire an employee will receive a Separation Payment, Severance Award, or a Special Distribution to which the employee was eligible at the former plant, by submitting a written resignation and request.
- (b) Refusal of Job Offer
- (i) If the former employee refuses an opening in another plant, he shall forfeit his preferential hiring rights under Article XII, Section 21. Such refusal will not prejudice his rights to benefits under the Pension and Insurance Agreement, provided he is otherwise eligible for such benefits.

Employees on Layoff with Recall Rights

The preferential hiring rights set forth below are applicable only to employees on layoff with recall rights in case of a partial plant closure and/or other layoffs where at least ten percent of the total work force in a local bargaining unit is on layoff with recall rights or where it is determined there is no reasonable likelihood the employees on layoff will be recalled.

A. Calculation of the Percentage of Employees on Layoff

1. In the application of Article XII, Section 21 (c) the percentage of employees on layoff in a local bargaining unit with recall rights for any calendar month shall be determined by dividing the total number of such laid-off employees as of the close of business on the third Friday of the preceding month by the total work force (actual enrollment plus those on layoff with recall rights) in the bargaining unit as of such Friday.

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B. Filing of Application

1. A laid-off employee requesting preferential hiring rights in other plants covered by the Collective Bargaining Agreement will file an “application for employment” form or forms with the Labor Relations Office of the plant from which he was laid off. He may complete the application forms in the Labor Relations Office during regular office hours or request such forms by certified mail addressed to the Labor Relations Office.
2. The application forms will be forwarded to the Labor Relations Manager of the applicable plant and will be considered for future permanent openings for which new employees are to be hired. Only those applications on file at the plant at the time the opening is available to be filled will be considered. Qualified applicants will be offered openings in accordance with their Company service credit. Qualification requirements will be the same as those required if the applicant was being recalled from layoff at the hiring plant.
3. Applications will be valid subject to 4. below for a twelve month period unless cancelled. Applications must be re-submitted during the twelfth month of each such period to the plant or plants in which the applicant desires to retain preferential hiring rights.
4. The Local Union President and International Union shall be notified when the plant’s percentage of laid-off employees is at least ten percent or it is determined there is no reasonable likelihood the employees on layoff will be recalled. The notification should be repeated for each month in which such conditions continue to exist.

The Local Union President shall be notified each month in which applicants are eligible under Article XII, Section 21 (c) to exercise their preferential hiring rights at that plant.

The above notifications shall also be made for the first month that the above-stated conditions no longer exist.

Applications filed by employees on layoff with recall rights under the above-stated conditions shall not be considered for openings during the months in which such conditions are no longer applicable.

C. Hiring Procedure

1. When an opening is available, the employment department of the plant in which the opening occurs will notify the laid-off employee by certified mail or by telephone (certified letter to be sent to verify contact even though the employee is reached by telephone) and assume responsibility for the necessary follow-up. If the employee

cannot be contacted by telephone, he will have seven working days from the date of the certified letter in which to contact the employment department of such plant.

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Failure to make contact within such period will cause the employee to forfeit all preferential hiring rights with respect to his current layoff.

The laid-off employee will be given twenty-four hours following the above-stated contact in which to notify the plant by telephone or wire of his acceptance or rejection of the job opening.

If such employee notifies the plant of his temporary inability to accept the opening because of illness or injury, the employee will be by-passed for the current opening and will be considered for future openings provided the employee furnishes satisfactory medical evidence verifying the disability and provided he notifies the plant promptly following recovery from the temporary disability of his availability for placement.

(a) Acceptance of Job Opening

- (i) Upon acceptance of a job opening the laid-off employee shall be informed of the arrangements for his physical examination.

Where possible pre-employment physical examinations will be given in the general area of the plant from which he was laid off. The physical examination will be the same as that given to employees being recalled from layoff at the hiring plant.

- (ii) If he passes the physical examination he will be notified by telephone as to the date and time he is to report for work. He will be granted a reasonable period of time in which to report for work but not to exceed seven calendar days from the date of such notifications.
- (iii) The laid-off employee will be hired as a new employee without prior service credit for seniority purposes. For all other purposes, he will be credited with the amount of service credit he had at the time of layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Section 1 (h) of Article IV as if he were being recalled from layoff.
- (iv) At the time of hire he will forfeit his preferential hiring rights at other plants and his rights to recall at the plant from which he was laid-off, except that such rights shall be reinstated if he is laid off due to a reduction in force prior to the completion of thirty calendar days' continuous service.
- (v) Notwithstanding Paragraph (iv) above, for sixty calendar days after hire an employee will receive a Separation Payment or a Special Distribution to which the employee was eligible at the former plant, by submitting a written resignation and request.

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(b) Refusal of Job Offer

- (i) If the laid-off employee refuses an opening in another plant he shall forfeit his preferential hiring rights under Article XII, Section 21 (c). Such refusal will not prejudice his right to recall at the plant from which he was laid off or his right to benefits under the Pension and Insurance Agreement, provided he is otherwise eligible for such benefits.

G. MEMORANDUM - USW/BATO HEALTH AND SAFETY PROGRAM

THIS MEMORANDUM OF AGREEMENT is made and entered into this 2nd day of October, 2009 by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (“International Union” or “USW”) AFL-CIO, CLC, on its own behalf and Local Unions 7L, 138L, 310L, 884L, and 1055L hereinafter referred to as the “Union” and Bridgestone Americas Tire Operations, LLC, hereinafter referred to as the “Company”.

WHEREAS: It is recognized that the Union and the Company have concern for the protection and preservation of the health, safety and welfare of all those employed under this Agreement; and

WHEREAS: It is recognized that the Union and the Company are committed to providing for each employee a place of employment free from all recognized hazards that are likely to cause physical harm to any employee; and

WHEREAS: It is recognized that the Union and the Company have a commitment to the increased awareness of all employees in matters relating to safe work practices and procedures established for the protection of their health and well-being and that all employees have a responsibility to follow such safe work practices and procedures; and

WHEREAS: As part of the Union and Company’s commitment to safety and health, the parties have previously conducted a Joint Occupational Health Program which was in existence under the Collective Bargaining Agreements dated June 19, 1970, through July 14, 1979, under which formalized tripartite commitments were made between the parties and the University of North Carolina School of Public Health; and

WHEREAS: It is recognized by the parties that adequate studies have been undertaken which identify the need for the establishment of further health and safety programs which will be beneficial to the health, safety and well-being of all employees; and

WHEREAS: It is the desire of the parties to establish additional programs and studies consistent with the above, to further the health, safety and well-being of all employees; and

WHEREAS: The parties recognize that the objectives stated herein are of mutual interest and can be accomplished through a joint cooperative effort.

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NOW THEREFORE, the parties hereby mutually agree as follows:

1. To establish and maintain a USW/BATO Health and Safety Program. (It is the intent of this Program to supplement and not to replace the plant(s) Safety and Health Program.)
2. A Committee composed of three representatives from the Company and three representatives from the Union will be established to administer the aforementioned Program. The Committee shall meet at least annually. The Company and the Union shall each appoint two alternates. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill such vacancy. The Company and Union shall notify the other in writing of the members or alternates respectively appointed by it.
3. It shall be the function of said Committee to review recommendations developed by plant Health and Safety Committees; to approve or establish programs to promote the health and safety of all employees; to increase the awareness of said employees of any potential hazards involved in their work environment; and to educate the employees on safety practices or procedures which eliminate or minimize their exposure to debilitating injuries or diseases.
 - (a) If Committee members choose to attend the annual RPIC Health & Safety Conference, and if they further choose to convene a BATO Section of that Conference, then they shall give a status report to the Union and Company officials attending such Conference.
 - (b) Under the conditions described in paragraph (a) above, and in order to provide counsel to the parties in the application of the terms of Article XII, Section 11(b) of the Agreement and this Memorandum of Agreement, a meeting shall be convened for that purpose during the BATO Section of the Conference. It is the responsibility of each party to provide advance information to the other party (and to conduct appropriate advance discussions) of matters to be discussed during said counsel meeting. Procedures regarding the meeting shall be determined by the Director, Health, Safety and Industrial Hygiene for the Company and the Director of the Safety, Health and Environmental Department for the International Union.
4. Among the programs or studies that are considered within the scope of the Committee's responsibility and authority are the following:
 - (a) To provide necessary funds for equipment and materials to develop programs which increase awareness of all employees on matters relating to safe work practices, prevention of occupational disease, the use of personal safety protection devices and any other matter as relating to the overall health and safety of the employees such as:

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- (i) Development and delivery of training programs to indoctrinate new or transferred employees on the safe and healthful work practices associated with the job and work environment.
- (ii) Toxicity data regarding exposure to toxic chemicals.
- (b) To provide necessary funds to conduct surveys and engineering studies by consultants, which are, geared towards possible solutions to safety and health problems in the respective plants.
- (c) To provide funds for USW/RPIC/BATO Health and Safety Seminars as mutually agreed by the parties.
- (d) To provide funds for the expenses of the Union safety committee for attendance at the National Safety Congress and Exposition - Labor Division Meeting which normally precedes the National Safety Congress and Exposition. These expenses will not include travel expenses, since travel expenses will be determined in accordance with Article XII, Section 11(a)(7).

Additionally, funds are provided for all expenses associated with the annual USW/RPIC Health and Safety Symposium.

Union Health and Safety Representatives as defined in Article XII, Section 11(a)(7) traveling at the request of the USW/RPIC and with the approval of the Company will be reimbursed from the fund as follows:

- (i) Airline ticket (coach) with original receipt
- (ii) Personal car mileage per International Union policy (duplicate expenses will not be reimbursed)
- (iii) Ground transportation cost to and from airport
- (iv) Road tolls as applicable
- (v) Hotel room cost (and tax) - with original receipt
- (vi) Meals - \$40.00/day
- (vii) Incidental expense - \$2.00/day
- (viii) Time lost from their regularly scheduled work shifts - rate of payment shall be the employee's Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies.

It is recognized that in order to be reimbursed for travel expenses the representative must submit for approval an itemized expense report with

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appropriate original receipts. Any discrepancies or irregularities involving expense reports submitted shall be referred to the designated representative of the International Union for resolution and approval.

- (e) To provide funds for possible additional studies and/or investigations as mutually agreed by the parties in accordance with the Memorandum of Agreement-Joint Occupational Health Program last dated July 14, 1979, and which is made a part hereof by reference.
- (f) To investigate and make recommendations to the parties concerning implementation and operation of a Personal Health Surveillance Program.

Copies of the test results, health history profile and physical recommendations will be transmitted to the employee's designated physician and, at the Company's request, to the Corporate Medical Department. Nothing in the foregoing shall prohibit the dissemination of additional information to the employee's designated physician if it is available. No information received by the Company pursuant to this Program shall be used to discriminate or retaliate against any employee for any purpose. Such information shall not be used in making any employment related decision unless the health of the employee so requires. The Company shall not maintain any personal medical records derived from this Program on a local plant basis.

A summary of the test results and recommendations will be provided to each employee. The statistical evaluations of the results shall be provided to the International Union for dissemination to the local Union and the Company. The parties will work jointly to address any concerns raised.

- (g) To investigate and make recommendations to the parties concerning joint efforts on the subject of Ergonomics.
- (h) To investigate and make recommendations to the parties concerning joint efforts on the subject of off-the-job accident and illness prevention.
- (i) To provide necessary funding for the development of a health and safety library at each local Union. Requests for journals and germane books and printed material can be made by the individual plant jointly by the Union full-time Health and Safety Representative and his local plant counterpart after the initial library has been established. The library can be shared by the local Union and Company, but the material contained therein shall be the property of the Local Union Safety Committee and visibly so designated.

As a basis for identifying areas requiring attention and/or concentrated preventative efforts, the parties will utilize data and information, which is available through the BATO Occupational Accident/Illness Reporting System,

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the BATO Medical Surveillance Program and the former Bridgestone Firestone/URW Joint Occupational Health Program.

It is the intent of the parties to accomplish as many of these programs or studies as are practicable. Therefore, limits will be imposed by the Joint Committee as to the amounts that may be utilized for any particular program.

- (j) To provide funds for the Union safety committee chairman or designee to attend the Spring National Safety Council Labor Division Meeting. Also, to provide funds for all new Union safety committee members to attend a training session. This training session will be mutually agreed upon by the International Health, Safety and Environmental Director and the Company's Corporate Safety Director. Arrangements for attending this training, including payment of tuition, lost time and travel expenses shall be paid in accordance with Section 4(d) of this memorandum.
5. Information submitted by the Company pursuant to this Agreement shall be treated as privileged and confidential and shall not be released to any party without the prior written approval of the Company. The Company shall have no obligation to submit information, which the Company, in its sole judgment, deems to be confidential. Medical information shall be released only with authorization of the individual concerned.
 6. The Company retains the sole discretion to determine what action, if any, it should take regarding recommendations and/or findings, of the Committee. The Company's failure to act on the recommendations and/or findings shall not of itself constitute a breach of this or any other agreement between the parties. This paragraph shall not, however, preclude the parties from applying the provisions of any other agreement.
 7. Information, findings and/or recommendations arising out of this Agreement shall be considered to be confidential and shall not be released to anyone who is not a party to this Agreement without prior joint approval by both parties.
 8. All necessary expenses incurred in the implementation of this Program, not to exceed the equivalent of two cents per hour for each hour worked by employees covered hereby, shall be borne by the Company. However, the salaries and expenses incurred by Company and International Union personnel under any of the provisions of this Memorandum of Agreement shall be paid by the Company and Union respectively.
 9. At three month intervals, the Company shall furnish the International Union a written statement indicating the money available and current expenditures under the Program.
 10. The Company and Union will give proper consideration to requests made by the Local Union or plant for expenditures from the fund.

The Local Union/plant will generate an initial written request. The other party at the local level will receive and review the request. If they concur, they will sign and date to

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indicate their approval. This request will then be sent by the Local Union to the primary contact from both parties on the JOHC for consideration regardless of the approval or lack of agreement by the local parties.

The JOHC will consider the request based on the availability of funds, agreed upon expected expenditures in the next twelve months, and relevance to this memorandum and the goals stated herein.

H. MEMORANDUM - SEVEN-DAY CONTINUOUS OPERATION

The parties agree that when adopting a seven-day continuous operation schedule at Agreement locations, the following provisions will be implemented:

The provisions of this Agreement will apply except as amended below:

A. 4-CREW 12-HOUR SEVEN DAY SCHEDULE

1. Article VI, Section 2 (Lunch and Rest Periods)

A paid lunch period of twenty minutes per shift shall be available to all employees. An employee may take one rest period of ten minutes approximately each two hours of the first half and the last half of the scheduled shift.

2. Article VI, Section 10 (Armed Forces)

Compensation will be paid for time lost while on such duty not to exceed fourteen days annually.

3. Article VI, Section 11 (Jury Duty)

Employees selected for jury duty will be assigned day shift and will be required to work on any scheduled day they are not assigned to jury duty.

4. Article VI, Section 12 (Death-in-Family)

Employees shall be entitled to receive three consecutive working days off with 36 hours of pay.

5. Article VIII, Section 2 (b) and (d) (Overtime Considerations)

Notwithstanding the provisions of Article VIII, 2 (b) and (d), only the following amended provisions will apply:

- (a) Hours not worked on a designated holiday by an employee, who would not have been scheduled to work based on his normal shift cycle, will not be counted toward weekly overtime.

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- (b) Hours lost from an employee's regularly scheduled shift, due to scheduled vacation or pursuant to Sections 10, 11 or 12 of Article VI, shall be counted as hours worked in computing overtime on a weekly basis.
- (c) Standard daily hours not made available during the work week shall be considered as hours worked for the purpose of computing weekly overtime payments. This will include hours lost by an employee recalled during the week but not hours lost because of the employee's failure to report for work within the time specified in this Agreement. This will also include hours lost by an employee because of an occupational injury or occupational illness resulting from employment with the Company, and covered by a Worker's Compensation law. Hours lost by employees involved in or affected by a work stoppage, or in case of a major mechanical breakdown affecting the entire department, shall not be considered as hours worked except that hours the employee affected by a work stoppage remains in the plant shall be considered as hours worked.

6. Article X (Vacations)

Vacation weeks will be converted to vacation hours.

Change: 2 weeks to (84) hours
3 weeks to (120) hours
4 weeks to (168) hours
5 weeks to (204) hours
6 weeks to (240) hours

- (i) Except as provided in Article X, Section 5(d) for one Flexible Scheduling Day per vacation year, employees who elect for a single day of vacation will not be allowed to take less than one full day at a time. The administration of unit days of vacation will be consistent with the provisions of Article X, Section 5(c).
- (ii) The minimum vacation pay will be the number of hours in the standard work day times 80% of the employees' Basic Wage Rate times the number of days of vacation.
- (iii) Vacation weeks shall be scheduled in full cycles. A cycle shall mean consecutive scheduled shifts immediately preceded and followed by non-scheduled shifts.

7. The transition from a five day operation to a seven day operation will be accomplished as follows:

- (a) Employees will be distributed among the four crews in their current classification to maintain an even level of efficiency on all four crews. Employees will be canvassed to consider their shift preference.

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- (1) In the case of crew operations, vacant “Key classification” jobs may be filled by previously qualified employees in the department who express an interest to their supervisor.
- (b) Job bidding and transfers will be considered frozen for one year from the effective date of the continuous operation. Shift preference will be considered frozen for six months from the effective date of the continuous operation.
- (c) In anticipation of implementation of a seven day continuous operation, new employees may be placed in a utility and service pool for training purposes. With the implementation of the seven day continuous operation, these employees will be placed into available openings consistent with production requirements. The training of new employees may require the full time assignment of management selected bargaining unit instructors.
- (d) In the event a transition to seven days takes place mid-year, the following would apply:
 - (i) The employee’s untaken hours of vacation will be reduced, if applicable, by any taken and Pay-In-Lieu-of-Time-Off (PILTO) vacation. The remaining untaken vacation hours will be divided by twelve hours to arrive at a total number of remaining whole days of vacation. Any hours left over from this calculation will be paid “in lieu of” vacation as a lump sum.
 - (ii) The number of remaining hours of Holidays under Article IX, Section 1, and reserve duty days under Article VI, Section 10, will be determined by taking the remaining number of hours not taken and dividing by twelve. The resulting number of twelve-hour days will be rounded to the nearest whole day.

B. 4-CREW 8-HOUR SEVEN-DAY SCHEDULE

1. Article VIII, Section 2 (b) and (d) (Overtime Considerations)

Notwithstanding the provisions of Article VIII, 2 (b) and (d), only the following provisions will apply:

- (a) Hours not worked on a designated holiday by an employee, who would not have been scheduled to work based on his normal shift cycle, will not be counted toward weekly overtime.
- (b) Hours lost from an employee’s regularly scheduled shift, due to scheduled vacation or pursuant to Sections 10, 11 or 12 of Article VI, shall be counted as hours worked in computing overtime on a weekly basis.

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- (c) Standard daily hours not made available during the work week shall be considered as hours worked for the purpose of computing weekly overtime payments. This will include hours lost by an employee recalled during the week. This will also include hours lost by an employee because of an occupational injury or occupational illness resulting from employment with the Company, and covered by a Worker’s Compensation law. Hours lost by employees involved in or affected by a work stoppage, or in case of a major mechanical breakdown affecting the entire department, shall not be considered as hours worked except that hours the employee affected by a work stoppage remains in the plant shall be considered as hours worked.
2. The transition from a five day operation to a seven day operation will be accomplished as follows:
- (a) Employees will be distributed among the four crews in their current classification to maintain an even level of efficiency on all four crews. Employee will be canvassed to consider their shift preference.
 - (i) In the case of crew operations, vacant “Key classification” jobs may be filled by previously qualified employees in the department who express an interest to their supervisor.
 - (b) Job bidding and transfers will be considered frozen for one year from the effective date of the continuous operation.

Shift preference will be considered frozen for six months from the effective date of the continuous operation.
 - (c) In anticipation of implementation of a seven day continuous operation, new employees may be placed in a utility and service pool for training purposes. With the implementation of the seven day continuous operation, these employees will be placed into available openings consistent with production requirements. The training of new employees may require the full time assignment of management selected bargaining unit instructors.

I. MEMORANDUM - PLANT SPECIFIC CLARIFICATIONS AND UNDERSTANDINGS - AKRON

The Agreement, including attachments and this Memorandum, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or unwritten, between the parties with respect to the Akron plant. Past practices presently in effect at the plant shall continue only to the extent that such past practices are consistent with the express terms of this Agreement, including this Memorandum.

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1. With respect to Article X, Vacations, the following is understood:
 - (i) An employee may designate one week (five working days) of vacation to be taken as unit day vacation. Such designation must occur at the time the vacation preference is made for the upcoming vacation period pursuant to Section 5(c) of this Article. Such unit days will be scheduled in each balancing group in the week prior to the vacation unless specific approval is obtained from supervision to take a unit day vacation in the week requested. In the event two or more employees (from the same balancing group) on the same day request a unit day of vacation for the same day (the next week), at the end of the shift, that day will be awarded to the most senior employee. No more than two consecutive days may be scheduled unless specific approval is obtained from supervision. Pay for unit day vacation will be paid during the week the unit day is taken. Payment for unit day vacation shall be one fifth of the employee's weekly vacation pay. The schedule for unit day vacation will exceed the vacation liability per balancing group by one person per week. In the event an employee is unable to schedule the vacation days designated as unit day, such days will be paid to the employee prior to the start of the new vacation period and will not be deferred into the next vacation period.
2. The Company will post a notice by September 15 preceding the start of the vacation period in the event the plant is to be closed for vacations during the Christmas-New Year period (December 15 - January 15) and/or during the summer months (June 15 - August 15). In the event the notice announces a vacation shutdown for both the Christmas-New Year period and the summer months period, the plant or portion thereof will be scheduled for a vacation shutdown during one period but not both periods unless mutually agreed upon by the Company and the Union.
3. This letter will confirm the understanding reached between the parties during the recent negotiations with respect to the application of Article IV and the exercising of seniority rights. The parties agree as follows:
 - (a) An Electro Mechanical Assembly Technician will be considered fully qualified for the Electrical Service Classification.
 - (b) A Journeyman Electrician in the Electrical Service Classification will be considered fully qualified for the Electro Mechanical Assembly Technician Classification.
 - (c) A Journeyman Machinist in any classification and a Tool and Die Maker will be considered fully qualified for the Machinist Assembly Technician Classification.
 - (d) A Machinist Assembly Technician will be considered fully qualified for the Tool and Die Maker Classification.
 - (e) A Journeyman is a person who has completed a state accredited apprenticeship program or has ten years of industrial related experience.

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4. It is understood a carbon black bonus of twenty cents will be paid to employees who are assigned to handle loose carbon black in the event coveralls are not provided. However, coveralls may be provided, as necessary, to employees who are assigned to work in areas of excessive loose carbon black. The carbon black bonus will be paid for the entire shift during which any part of such shift the employee is assigned to handle carbon black.
5. The parties agree as follows:
 - (a) No Memorandum of Agreement, not included in this document, will be in effect between the parties after the effective date of this Agreement, except as provided in Paragraph (b) below.
 - (b) Memoranda of Agreement, not included in this document through oversight, may be added to this document through mutual agreement of the parties by signed addenda.
 - (c) The Memoranda of Agreement in effect between the parties are enumerated below, grouped by plant or unit. The Memoranda are listed in departmental number sequence and identified by the effective date and subject matter.

Akron Complex		
September 21, 1981		Memorandum
Dept. 737	9/21/00	Balancing Hours
Dept. 741	8/26/00	Flexibility

- (d) Beginning with the effective date of this Agreement, all Memoranda of Agreement in effect on that date will remain in full force and effect unless either party notifies the other in writing of its desire to amend or cancel any such Memorandum consistent with any time limitations that may be included in such Memorandum.
6. In the application of Article IV, an employee who is not a journeyman electrician, instrument repairman, machine repairman, or pipefitter (as the term journeyman is defined in Paragraph (e) of Letter of Understanding 3) will not be considered qualified in Department 836, or Department 891. Vacancies in these departments will be filled consistent with the need for a particular craft.
7. (a) Employees will be given the opportunity to express their vacation preference during the vacation scheduling period each year between September 15th and October 15th. Supervisors in each Department will canvass employees by classification and seniority during this scheduling period. The senior employee in the classification will have three (3) days (exclusive of Saturday, Sunday and holidays) following contact by the supervisor to express a vacation preference. Failure to schedule vacation within the

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- three (3) day period will result in the supervisor canvassing the next most senior employee.
- (b) The procedure for posting weekend schedules for all departments in the Akron Complex, regardless of classifications or shift, shall be as set forth below:
1. The weekend schedule will be posted on the department bulletin board no later than 5:00 p.m. on Wednesday;
 2. Where employees of an entire department, classification or shift are scheduled to work on a Saturday, and it is so posted, as above, such posting shall be considered as advising all employees concerned;
 3. Where a portion of employees of a department, classification or shift are scheduled to work on a Saturday or Sunday, individual employees shall be advised, as above, and may designate their refusal of such scheduled work on a Saturday or Sunday prior to the end of their respective shift on Thursday of such week
- (c) With regard to the Local Union President notifying the Employee Services office whenever it is deemed necessary to have Union Officers absent from work in order to perform the duties of the Union:
1. On those occasions when the absence will be for an extended period of time (one week or longer), the Local Union President will notify the Employee Services office, in writing, listing the employee's name, the length of the absence, and the general purpose of the absence. Such notification shall occur at least seventy-two (72) hours (exclusive of Saturday, Sunday, and holidays) prior to the first day of absence.
 2. In all other absences of Union Officers from work on an interim basis, notification will be provided to the Employee Services Office by the Local Union President at least forty-eight (48) hours (exclusive of Saturday, Sunday, and holidays) prior to the first day of absence.
 3. It is recognized occasions may arise when the forty-eight (48) hours notification may not be possible. On those occasions, notification will be given to the Employee Services Office as soon as possible.
- (d) The holiday schedule for all holidays will coincide with the salary holiday schedule. All bargaining unit employees at the Akron Complex covered under this agreement will observe the same holiday schedule.
- (e) A Birthday holiday may be moved to another day in the week the holiday occurs with the approval of Supervision and providing the request is made in the week prior to the Birthday holiday.

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October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Re: Akron

Dear Mr. Boulton:

During the 2009 Master contract negotiations the parties discussed in depth the operations at the Akron plant. The parties recognize that tire building at that plant is entirely dependent on a small group of customers in the racing industry. Further, declining demands from those customers combined with the restrictions of the Akron Plant Protection letter in the 2003 Master collective bargaining agreement led the Company to substantial usage of Article IV, Section 5(b) during calendar year 2006. In an effort to reduce the impact on employees of repeated usage of Article IV, Section 5(b) and to permit a more accurate reflection of market demands, the parties have agreed as follows for the Akron plant only.

Akron is not a Protected Plant. The Company has agreed to limit the usage of that portion of Article IV, Section 5(b) which permits reduction of the schedule to not less than 24 hours per week. The limitation agreed to by the Company is that it will not use this portion of Article IV, Section 5(b) to remove a day or two of work per week, from the schedule of a substantial majority of Experimental Technicians involved in tire building operations, for more than 5 consecutive weeks. Further, if the Company can reasonably anticipate that customer demand is such that, absent these agreed restrictions, use of this portion of Article IV, Section 5(b) would be regular or recurring beyond this 5 consecutive week restriction, the Company will operate in good faith to carry out the intent of this restriction. Except as limited herein (at Akron only), Article IV, Section 5(b) remains in full force and effect.

If usage of Article IV, Section 5(b) is not sufficient to match the number of employees to customer demand, then the Company may utilize the layoff provisions of the collective bargaining agreement and will provide Supplemental Unemployment Benefits to laid off employees pursuant to Paragraph 11 of Letter A. At any time while an employee is on layoff (including at the time the layoff begins), the Company can, at its sole option, offer a voluntary separation program to the laid off employee, providing that the employee has been or will be on layoff for at least thirteen weeks and has received or will receive the SUB and medical coverage for which he is eligible for at least that thirteen-week period. This program will be the same program described in the Des Moines Addendum to Letter R. If the employee accepts the program, his employment will be terminated or he will retire, if eligible. If the employee rejects the program, he may continue on layoff but his SUB and his medical coverage will be limited to the period for which he is eligible for SUB under Paragraph 11 of Letter A. At the end of that period, he may continue on layoff but will not continue to receive SUB or medical coverage. If a laid off employee reaches the end of his SUB under Paragraph 11 of Letter A without having been offered the voluntary separation program, the

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Company must either: (a) recall the employee to work; (b) extend his SUB indefinitely; or (c) offer him the voluntary separation program. The choice between these three options shall be solely the Company's. If the Company offers a buyout to an employee on extended SUB and the buyout is rejected, the extended SUB and medical coverage will be immediately terminated. Employees who are offered a buyout and reject it are not entitled to extended SUB.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed: _____
Randy Boulton

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J. [MEMORANDUM – DELETED]

K. [MEMORANDUM – DELETED]

L. [MEMORANDUM – DELETED]

M. MEMORANDUM - PLANT SPECIFIC CLARIFICATIONS AND UNDERSTANDINGS - RUSSELLVILLE PLANT

The Master Agreement, including attachments and this Plant Specific Memorandum, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements and understandings whether written or unwritten, between the parties with respect to the Russellville Plant. Past practices presently in effect at the plant shall continue only to the extent not inconsistent with the express terms of the Master Agreement and this Memorandum.

1. The Company will continue the Dayworker Bonus Program as it is currently administered at Russellville in accordance with the language below so long as it does not conflict with the current Master CBA.

- (a) Dayworker – Reasonable Effort. If a time study of the job discloses that the workload on a daywork job requires the dayworker to work consistently at a pace beyond a reasonable effort for dayworkers, as cited in Article VI, Section 4(a) and (c), consideration then is to be given as to whether to provide additional manpower, or to place the job on a piecework basis.

In order for the job to be placed on piecework, it must have the following characteristics:

- i. The time necessary to perform the work can be accurately measured; and**
 - ii. The work to be performed is repetitive; and**
 - iii. Output is dependent upon the operator’s skill and effort; and**
 - iv. Production of the operator can be tallied conveniently and accurately.**

- (b) Dayworker Control/Reasonable Pace. In the event the work load of a dayworker is controlled within a reasonable pace for dayworkers (referred to as 3 MPH) by controlling machine speeds, conveyor speeds, cycle times or the flow of production, written information specifying the maximum machine speeds, cycle times and the units of production per hour and per shift will be made readily available to the daywork employees affected.

Machine speeds, conveyor speeds, cycle times or the flow of production are to be maintained continuously at the specified level and it is the duty of Plant Management to implement and enforce this commitment.

- (c) Bonus rates shall be established on the basis of regular time study practices at the local plant and so that the average experienced employee working at an incentive pace of 133

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1/3%, with 100% as normal pace, will be able to earn the .181 bonus point level in addition to the basic wage rate of the classification. The maximum bonus above basic wage rate shall be paid to dayworkers earning .241 bonus points or above. In the case of a new bonus classification, bonus rates shall be established to enable average experienced employees to earn the .181 bonus point level in addition to the basic wage rate of the classification when working at 133 1/3% incentive pace. It is understood that the employee will be given necessary time during the shift for fatigue and personal needs, including lunch and personal time as defined in Article XV, Memorandum M, Section 17.

- (d) An established bonus rate will not be changed unless there is a rearrangement of equipment or machinery, or a change in method, materials, tools, equipment or machinery, affecting the required time per piece, in which case a new bonus rate will be established, commensurate with the change made since the former bonus rate was established.
- (e) In cases where an employee is working as a member of either a pool or crew and there is a rearrangement of equipment or machinery, or a change in method, material, tools, equipment or machinery affecting the operation which is the limiting factor in determining the production of either the pool or crew, new bonus rates will be established which will enable the average experienced employee to earn the .181 bonus point level in addition to the basic wage rate of the classification when working at 133 1/3 incentive pace.
- (f) Operation Descriptions and Sequence of Elements for each bonus operation currently being performed in a department will be developed from time study information in the Company files and shall be made available upon request.
- (g) When an operation is being time studied for the purpose of establishing or revising a bonus rate, the job shall be completely set up and the employee shall be instructed as to all operations to be performed and methods to be used before operations are time studied for the purpose of establishing, or revising the bonus rate. The instruction will include a review of an operation description and sequence of elements. No one shall aid or instruct employees during a time study, which is being taken for the purpose of establishing or revising a bonus rate. Such studies shall be taken under normal working conditions using stock and material, which the operator can normally expect to receive.
- (h) When a dayworker in a bonus classification is taken from his regular classification at the request of Management in order to temporarily fill a vacancy on another classification when he otherwise would have worked on his classification, he shall be paid his own Basic Wage Rate or the Basic Wage Rate of the classification assigned, whichever is higher. If the classification assigned is a bonus classification, he shall be paid his bonus earnings on the classification or his ten (10) day average bonus, whichever is higher. Bonus points earned on the classification assigned shall not be

used in the calculation of a ten (10) day average, but shall be used as a basis for daily payment on the temporary

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assignment. If he is assigned a classification not on bonus, he shall be paid his ten (10) day average bonus.

- (i) When an inexperienced man is substituted for an experienced man in a crew on a bonus classification in which production is controlled by the crew members, a portion of the man hours shall be charged to learning for a period of time not to exceed ten (10) work days. The hours charged to learning shall begin at 50% of time spent by the new man and decreased each day until the learning period is completed. Experienced crew members will be eligible for bonus payment for all hours worked. The inexperienced man shall not be eligible for bonus payment until all his time is charged to the bonus operation.
- (j) When an employee is being trained in a job classification in a crew which must maintain pace on a machine controlled bonus classification, the experienced crew members will be paid their Basic Wage Rate plus frozen ten (10) day average bonus level or Basic Wage Rate plus ten (10) day average based on daily bonus points earned while working with the trainee (not to exceed .241 daily bonus points entered into the calculation), whichever is higher. Any experienced crew member who does not have an established ten (10) day average at the beginning of the training period will be paid bonus earnings based on daily bonus points earned by the crew. Trainees shall not be eligible for bonus payment until their job performance meets acceptable standards.
- (k) An employee on a bonus classification who is assigned to experimental work shall be paid his Basic Wage Rate plus his ten (10) day average bonus while performing work in the experimental assignment. Experimental shall mean:
 - i. While working under the direction of personnel from the Laboratory, QC, or Engineering Department in developing a new product, a new process, or a new type of machine, or**
 - ii. When Laboratory or OC personnel are working along with the bonus worker, thereby interfering with his normal output, or**
 - iii. Under the direction of Production Department Supervision in developing a new production process. Basic Wage Rate plus (10) day average bonus will be paid until the end of the experiment or until a bonus rate is established, or**
 - iv. An employee who does not have an established ten (10) day average who is assigned experimental work in a crew operation will be paid Basic Wage Rate of the job assigned plus an average of the crew's ten (10) day average bonus.**

An employee who does not have an established ten (10) day average who is assigned experimental work that is not a crew operation will be paid Basic Wage Rate of the job assigned plus bonus based on the average of the

**bonus points earned for the day by other operators in the classification
(cure press operator, splicing, etc.)**

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- (l) When established bonus rates have become invalidated because of a rearrangement of equipment or machinery, or a change in method, materials, tools, equipment or machinery affecting the required time per unit, a dayworker in a bonus classification shall be paid Basic Wage Rate only until the bonus rates can be revised. Retroactive payment shall be made for all units produced during the period when bonus rates were under revision. Ten (10) day averages shall not be adjusted for units produced during the period when bonus rates were being revised. It is understood that it is the responsibility of the dayworker to maintain daily production reports to be entitled to such retroactive payment.
- (m) An employee in a bonus classification who is requested by Supervision to train a new or inexperienced employee in his classification shall be paid his Basic Wage Rate plus his frozen ten (10) day average bonus level, or his Basic Wage Rate plus ten (10) day average on units produced while working with the trainee not to exceed .241 bonus point level, whichever is higher. It is understood that usual production is to be maintained, if possible, during the training period. Trainees shall not be eligible for bonus payment during the training period except that a qualified member of a tubing crew who is selected by Supervision and is being trained as a Tuber Operator will be paid his Basic Wage Rate plus bonus earnings based on bonus points earned by the crew in which he worked.
- (n) The parties agree to the concept of temporary bonus rates on jobs where no standard data time study information is available. The merits of the application of temporary bonus rates will be considered and agreed upon a case-by-case basis. Temporary bonus rates will not normally exceed sixty (60) working days. However, the parties may extend the sixty (60) day time limit by mutual agreement.
- (o) With respect to employees working on bonus operations, it is the parties' intent that each such employee know whether or not the operation is covered by a current bonus standard and if a bonus standard is in effect, what the standard is and the method for which the bonus standard was established. Bonus specifications and elemental sequences shall be made readily available to the Union and the employees who are working on the bonus operations.
- (p) An employee in a bonus classification that experiences a delay in excess of six (6) minutes shall be compensated for such delay to the nearest one-tenth (1/10th) of an hour at his Basic Wage Rate. Delay time and non-bonus payment shall not be considered in the calculation of an employee's ten (10) day average bonus point level.
- (q) An employee working in the cure press operator classification who, because of insufficient equipment or because stock is not available to allow a bonus point of .181 to be earned for the day, will be paid his/her ten (10) day averages so long as he/she runs the total number of rounds that would have otherwise paid .241 bonus points. In this instance, bonus points earned for the day will not be calculated into his/her ten

(10) day average. If, however, an employee does not run sufficient rounds to produce .241 bonus

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points, the above will not apply and whatever bonus points he/she earns for the day will be calculated into his ten (10) day average. However, if molds are not available for an employee to produce .241 bonus points on his/her regular set, he/she will be paid his/her ten (10) day average if he/she runs ninety (90) percent of the maximum rounds based on cure time.

- (r) Relief men will be paid a bonus for time spent in relieving men working on classifications covered by bonus rates. Relief men will be paid for the actual time spent relieving at the ten (10) day average bonus level of each man relieved.
- (s) An employee assigned to relief work will not be required to relieve more than five (5) employees plus himself.

Employees assigned to daywork classifications will be required to perform at a minimum pace of 100%, however, unusual conditions of short duration may require that the employee work at a pace above 100% for that period. This requirement will not be a consistent part of the job.

2. The carbon black bonus payment referred to in the Memorandum of Agreement signed December 9, 1976 shall be continued in effect for the duration of this Master Agreement at the rate of fifteen (15) cents per hour.

3. Operating Schedule

Should the Company decide, consistent with the Master Agreement Provisions of Article VII, Section 1(a), to implement the 7-day continuous operation schedule, the below schedule shall be the schedule implemented. Management at the request of the Union will consider other 7-day schedules.

The schedule provides for four (4) crews working twelve (12) hour shifts.

The shifts will be identified as A1, B1, A2 and B2.

The Seven (7) Day Operation schedule is as follows:

	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT
A1	X	12	X	X	X	12	12	12	X	12	12	12	X	X
B1	X	12	X	X	X	12	12	12	X	12	12	12	X	X
A2	12	X	12	12	12	X	X	X	12	X	X	X	12	12
B2	12	X	12	12	12	X	X	X	12	X	X	X	12	12

The above operating schedule will be used by the plant on a 7-day continuous operation unless another operating schedule is mutually agreed to by the parties.

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Other operating schedule alternatives may also be implemented at Russellville by mutual agreement of the parties.

4. The parties designate Easter Sunday and the day after Thanksgiving as their two additional holidays as provided for under the Master Agreement for employees assigned to 7-day continuous operations.

The parties designate Good Friday, the day after thanksgiving, and Christmas Eve as three of the four additional holidays for employees assigned to the 5-day schedule. The remaining holiday as provided for under the Master Agreement will be determined by mutual agreement by the parties at the local level before the annual vacation period.

The Company will post the holiday work schedule for the Maintenance Department at least five (5) days prior to the holiday.

Should the Master Agreement provide for a Birthday Holiday, the parties agree to implement the Birthday Holiday provision as provided for in the Master Agreement.

5. A maximum of two (2) Department 831 employees may schedule vacation on any given day during the vacation period. One (1) Department 651 employee may schedule vacation on any given day during the vacation period.

Employees who are scheduled for military annual training during the scheduled plant vacation shutdown will have the opportunity to reschedule their vacation to another week, sell or defer it.

Employees will be eligible to use the unit day vacation procedure set forth in Article X, Section 5(c) of the Master Agreement. The employee must give notice to his supervisor no less than three (3) days in advance of the day the employee desires to schedule a unit day off. The request will be approved consistent with the vacation scheduling procedure and production requirements. Full week vacation shall have priority over unit day vacation. It is understood that for compelling reasons consideration in granting unit day vacation with less than three (3) days' notice will be given. Unit day vacation requests will be approved in the order received.

6. Union Representatives Time Away from Work

- a. Regularly Scheduled Meetings:

For Union representatives' absences due to recognized or regularly scheduled meetings (e.g., USW Safety Conferences, district council meetings, USW conventions), the Local Union President or his designee will notify the Personnel Manager in writing with the name of the specific individuals, the period of their absence, and the general purpose of their absence, at least one week in advance of their absence.

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b. Other Absences:

For Union representatives' absences from the plant on an interim basis for service to the Local Union or International Union, the Local Union President or his designee will notify the Personnel Manager in writing as far in advance as possible, but not less than 48 hours before the absence. In emergency situations where prior notice is not practical, it is the responsibility of the Union representative to call off in accordance with Article XII, Section 4(b) of the Master Agreement.

c. Same Day On-Shift Absences:

When a Union Representative is needed for service to the Local Union while working his scheduled shift, the parties agree to follow the procedure outlined in Article XI, Section 8(c) of the Master Agreement.

7. The current practice regarding the furnishing of hot weather drinks (Gatorade, lemonade, etc.) in Departments 112 and 166 between June 1 and September 15 of each year will continue in effect at Russellville during the term of the Master Agreement. The Company will consider exceptions to the above time limits when seasonal temperatures indicate a need to do so.
8. The current practices regarding the collection of scrap in production departments will continue in effect at Russellville during the term of the Master Agreement.
9. The current practices regarding the processing of shortage claims and payroll deductions for shortage claims will continue in effect at Russellville during the term of the Master Agreement to the extent permitted by law.
10. The Memorandum of Understanding dated June 19, 1991 regarding the conduct of the parties will continue in effect at Russellville during the term of the Master Agreement.
11. The following list defines the protective devices furnished to the indicated classifications for Firestone Tube Company.

Sleeves **Maintenance Department Personnel**
Mold Cleaner

Mask **Maintenance Mechanic I (As deemed necessary)**
Accelerator – Compounder
Discharge Mill Attendant
Strainer Attendant
Tube Preparation
Tube Machine booker

Cotton Gloves **Banbury Operator & Compounder**
Discharge Mill Attendant
Strainer Attendant
Tube Mill Operator

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**Tube Machine Booker
Curing Press Operator
Mold Cleaner
Valve Preparation**

**Leather Gloves Maintenance Dept. Personnel
Mold Changer
Loader-Checker**

**Safety Glasses Maintenance Dept. Personnel
Tube Mill Operator
Tube Repairer
Buffer-Inspector
Accelerator-Compounder
Discharge Mill Attendant
Strainer Attendant
Cure Press Operator (Required)
Mold Cleaner (Required)
Mold Changer (Required)**

**Chemical Resistant Pigment Weighing
Gloves Flowcoater/Sprayer
Valve Reclaiming
Scrapping
Maintenance Dept. Personnel
Powerhouse
Tube Preparation**

**Aprons Banbury Operator
Strainer Attendant
Discharge Mill Attendant
Scrap Collector
Valve Sprayer
Buffer-Inspector
Tube Repairer**

**Disposable The Company will provide a disposable type coverall for use by
Coveralls Maintenance Department personnel assigned work in
excessively dirty areas, i.e., the Banbury pit area and carbon black
system. Maintenance Department supervision may authorize use of
these coveralls in other work areas if the working conditions are, in
his/her opinion, excessively dirty.**

**Receiving and Stores personnel assigned to unloading shipments of bulk carbon
black.**

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Production employees assigned work in the Banbury pit area, or handling bagged carbon black.

Production employees assigned work in returned goods when tubes are excessively dirty.

**Rain Coat Provided when employees are performing required work
outside during inclement weather**

Protective devices furnished Utility & Service workers assigned to abnormally hazardous work when deemed necessary.

12. When a temporary opening exists by reason of an employee being off work due to injury, illness, vacation, approved leave of absence, etc., the opening will be filled by temporary assignment or by reasonable overtime, if necessary. When the employee who created the temporary opening returns, he shall be placed on his previous job, provided he is able to perform the work.
13. The parties may move a designated holiday to another date by mutual agreement.
14. When scheduling maintenance employees to work on a holiday, scheduling will be consistent with total overtime hours records as set forth in Article VIII, Section 1(b)-(1) of the Master Agreement. If sufficient personnel is not obtained on a voluntary basis, then the least senior employees in the classification on that shift will be scheduled to work.
15. The Joint Labor Management Committee set forth in Article XV, A Memorandum of the Master Agreement shall consist of up to five Union representatives and five Company representatives.
16. Paid lunch and rest periods on a 4-crew 12 hour seven day schedule shall be provided in accordance with Article XV, H Memorandum of the Master Agreement, except that employees working a full shift in the Cure Press Operator classification will have a twenty (20) minute paid lunch period, three (3) ten (10) minute, and two (2) fifteen (15) minute personal periods spread over the twelve (12) hour shift. Upon implementation of the Daywork-with-Incentive Program, paid lunch and rest periods for all employees will be provided in accordance with the Master Agreement.

Employees assigned to the 5-day 8-hour shift schedule shall be provided lunch and rest periods as follows; A paid lunch period of twenty (20) minutes per shift and two (2) ten (10) minute personal periods per shift shall be available to all employees. Employees will show the total elapsed shift hours on their time cards. It is understood present bonus rates do provide for the paid lunch and personal periods. Dayworkers not on bonus will have no deduction for the lunch and personal periods, it is agreed that three (3) ten (10)

minute break periods will be provided for employees working a full shift as Cure Press Operator, the one additional period being considered a heat relief break, not to apply to employees on other job classifications.

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17. Russellville Wage Agreement. With reference to the Wage Agreement, at the Russellville plant, the following exceptions will be made:

- A. COLA payments at the Russellville plant will be in accordance with the Wage Agreement; however, there will be a cap of \$.70/year for the duration of the Agreement and a minimum COLA of \$.25/year will apply for the term of the Agreement until July 18, 2009.

Except as enumerated above, all conditions contained in the Wage Agreement apply to the Russellville plant.

18. Overtime

In the event that daily overtime is required, it will be offered by available hours within a classification, then by available hours to qualified employees within the department. If coverage is still needed, qualified employees in the utility & service classification working within the classification and department requiring the overtime at the time the overtime is offered will be offered overtime by available hours prior to securing overtime from outside the department.

The procedure for securing overtime on partial production days will be as follows. Overtime will first be offered to the employee who normally performs the work. If coverage is still needed, overtime will be offered by available hours within the classification, then by available hours to qualified employees in the department. If overtime cannot be secured by the above procedure, qualified employees within the utility & service classification, working in the classification and department requiring the overtime will be offered the overtime by available hours. If coverage is still needed, the company may secure overtime from outside the department. After following the above procedure, and coverage is still needed, the least senior qualified employees in the classification will be scheduled.

19. The following commitments have been developed pertaining to operational procedures for department 651 (Powerhouse) for Firestone Tube Company when moving to and from the Summer/Winter schedule for powerhouse operation. This letter replaces and supersedes any prior letters on this subject.

a. For the purpose of determining shift, the following designations will be recognized unless another shift schedule is established consistent with the language contained in the collective bargaining agreement:

- **Shift One 7:00 a.m. until 3:00 p.m.**
- **Shift Two 3:00 a.m. until 11:00 p.m.**
- **Shift Three 11:00 p.m. until 7:00 a.m.**

b. A department 651 employee exercising shift preference will be moved to the shift of their choice consistent with their seniority. When moving from one shift schedule to

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another, employees will be permitted to exercise their shift preference consistent with the CBA language in Article IV, Section 3(i)(5).

- c. When going to the summer schedule, the powerhouse relief person will be assigned work in the Maintenance department on dayshift, unless it is mutually agreed to allow the person to work on another shift. This placement will not cause a current Maintenance department employee to be displaced from his current shift.
- d. When this person works in department 651 to relieve for vacations, etc., and works overtime, they will be charged with these hours and will carry the hours with them back to their department 651 assignment. While this person is temporarily assigned to the Maintenance Department and when overtime is required in the Maintenance Mechanic classification, it is understood that individuals permanently assigned to the Maintenance Mechanic classification will be asked to work the overtime before asking the temporarily assigned Powerhouse person.
- e. Normally the winter powerhouse schedule will begin the first week after Thanksgiving and end with the last week in March. In any case, winter powerhouse scheduling will be predicated upon actual weather conditions. Any question on winter/summer schedule for department 651 will be resolved by Company/Union committee.

This letter will be honored only to the extent not inconsistent with the express terms of the collective bargaining agreement.

- 20. The purpose of this letter is to define the process by which Union officials away from work on Union business will be contacted for available overtime.
 - a. Union officials away from work will provide notification to the Company of their desire/availability to work overtime should it become available on days that they are away from work on Union Activity.
 - b. Consistent with contractual requirements for securing/canvassing needed overtime the company will contact Union Officials at the Union Hall to secure needed overtime provided they have indicated their desire to work overtime on the day that are to be away from work.
 - c. If for some reason the Company is unable to contact the individual for the overtime the next person in line for the overtime will be contacted to secure the overtime.

This letter is not intended in any way to violate the provisions for overtime canvassing as provided for in the Collective Bargaining Agreement, but to define the

process by which Union Officials away from work are to be contacted regarding overtime work when necessary.

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21. The 12 hour period for which night shift premium will be paid at Firestone Tube Company will begin 12 hours prior to the scheduled start for dayshift production and end with the scheduled start time for dayshift production.

This agreement is in no way intended to change the present application or administration of the night shift premium, other than the hours of operation to which it is to be paid.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below this 2nd day of October 2009.

**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
FIRESTONE TUBE DIVISION**

By: _____ Jim Neal, Director of Labor Relations

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC , 884L**

By: _____ Jim McKown

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N. MEMORANDUM OF AGREEMENT - PLANT SPECIFIC CLARIFICATIONS AND UNDERSTANDINGS - DES MOINES

The Agreement, including attachments and this Memorandum, constitutes the Entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or unwritten, between the parties with respect to the Des Moines plant. Past practices presently in effect at the plant shall continue only to the extent not inconsistent with the Express terms of this Agreement including this Memorandum.

- 1) Key Classification Seniority Issues
- 2) Production Workers Performing Janitorial Duties
- 3) Carbon Black Bonus
- 4) New Equipment Craft Assignments
- 5) Multi-Skill Agreement
Certified Welder Memorandum
- 6) Leader Coordinator Memorandum
- 7) Master Utility Memorandum
- 8) Size Change Memorandum
- 9) Mold Change Memorandum
- 10) Store Room Attendant
- 11) Banbury Inspector, Lubricator, Cleaner Memorandum
- 12) T.P.M. Memorandum
- 13) Local Understandings
- 14) Maintenance Productivity Improvements

The Memoranda listed above are shown in their entirety below:

1. Key Classification – Seniority Issues
 - (a) An employee laid off from Division No. 1 may be recalled to a production classification by indicating in writing his desire to the Employment Office. Recall to a production classification following the written request shall be in line with the recall list seniority at the time the request is received.
 - (b) An employee in Division No. 1 shall be removed on the basis of seniority within a primary craft or classification and laid off. An employee in Division No. 2 will not be displaced from his classification except by a more senior employee who is previously qualified in that classification.
 - (c) An employee from Division No. 1 will be recalled or transferred should he be working on a production classification, in the reverse order in which he was removed from his classification.
 - (d) When an additional employee is required to fill a permanent classification vacancy within a skilled trades classification, the opening shall be posted in the department. However, an employee cannot transfer into the classification unless

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he is qualified to perform the work of the classification as provided in Article XII, Section 10(j), and Article IV of the Agreement. Transfers under this provision shall be limited to one in any twelve-month period.

- (e) An employee cannot transfer to any maintenance classification unless he is qualified for work on that classification as provided in Article XII, Section 10(j) and Article IV. It is understood that the same qualifications are required of an employee desiring transfer to a maintenance classification as are required of a newly hired employee.
- (f) An employee voluntarily transferring into a skilled trades classification who was previously qualified, as defined in this Agreement, in that classification shall receive the rate of pay, including any wage adjustment made of the classification providing he has the standard tools of the trade. An employee will be required to pass a skilled trades proficiency and practical examination based upon standards defined in the U.S.W.A. International Skilled Trades Manual and/or other standards adopted by the skilled trades committee.
- (g) Maintenance employees are classified according to primary craft. Seniority will be applied separately for each craft classification including probationary employees both new hired and as provided in Article IV.

Primary crafts shall be Maintenance Technician, Maintenance Engineering Technician, machinist, powerhouse and electronic repair.

- (h) Divisions of the plant shall include the following departments as listed:

Division 1: 651, 831, 714, 731, DieMakers-426, Banbury Cleaner-412.
Division 2: 135, 231, 179, 145, 245, 347,178,148, 159, 175.
Division 3: 139, 239, 146, 169, 269, 793, 151.
Division 4: 123, 124, 401, 412, 422, 426, 458.

- 2. Production Workers performing Janitorial Duties

A production employee may be required to perform duties performed by janitors and he will continue to perform the usual clean up in his work area.

- 3. Carbon Black Bonus

The Company shall pay a twenty-five cents per hour carbon black bonus to all employees in Departments 412 and 401 and all maintenance and janitor employees, while assigned to these departments.

- 4. New Equipment Craft Assignments

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This will confirm the Company's commitment that when new equipment or machinery is installed in the plant a decision will be made by management as to the crafts assigned to maintain the equipment prior to the equipment being put into operation. As soon as a decision is made the Union shall be notified in writing.

5. Multi-Skill Agreement

MULTI -SKILLS:

Summary:

USW Skilled Trades Crafts shall be defined as 5 Primary Crafts:

- (a) Maintenance Technician (combination of Mechanic and Pipefitter)
- (b) Maintenance Engineering Technician (MET)
- (c) Machinists
- (d) Powerhouse
- (e) Electronic Repair

- (i) Employees in the primary crafts, excluding the MET craft, will have an opportunity to advance to another primary craft, excluding the MET craft, with a thirty-five cents step progression through each craft. Advancement will occur following successful passage of a proficiency test and a ninety-day qualification period.
- (ii) Advancement will occur following successful passage of a proficiency test.
- (iii) Proficiency testing will be developed by a panel consisting of the skilled trade committee skilled trades training committee and management.
- (iv) Employees will balance hours by primary craft.
- (v) An employee will be laid off or recalled based on primary craft.
- (vi) An employee can change primary crafts only when there is an opening.

1. **During the qualification/probationary periods for additional craft, overtime hours will continue to be offered within the craftsman's primary skill in addition to maintaining the balance of overtime opportunities.**
2. **During the probationary/qualification period for additional craft skills, no work will be offered in the craft, which is being qualified for until all other craftsmen within the skill have been offered the opportunity to work.**

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3. **The qualification/probationary period will not exceed ninety calendar days. Exceptions to this period will be by approval of the Union/Management Skilled Trades Qualifications Committee.**
4. **The Union/Management Skilled Trades Qualifications Committee will develop proficiency standards within the first ninety calendar days following the ratification of this Agreement.**
5. **During the probationary periods for additional skills, the rate of pay for the employee will be equal to his/her rate of pay at the beginning of the probationary period plus the step rate for the classification less ten cents.**
6. **Participation in the Multi-skill Program is voluntary.**
7. **A Benchmark Progression Program will be established by the Union/Management Skilled Trades Committee for the consolidation of those crafts, which are being combined. These Benchmarks will be established within the first thirty calendar days after ratification of this Agreement. (Initial benchmarks were accomplished in 1987).**
8. **The probationary periods and participants will be scheduled consistent with parameters including (but not limited to) such things as:**
 - Seniority**
 - Substitute Manpower Availability**
 - Union/Management Committee Discretion**
 - Production Requirements**
9. **Die Makers will be transferred to production jurisdiction. (Completed 1987)**
10. **For the purpose of vacation scheduling, seniority within the primary craft will be used. Each craft will be treated as a department for vacation scheduling purposes only.**

MULTI-SKILL AGREEMENT:

ATTACHMENT A

During negotiation of the Commercial Business Plan Memorandum of Agreement, there were items, which were part of the Multiskill Agreement that required clarification on the part of BATO Management and the Skilled Trade Committee. The following is clarification of those items.

1. Proficiency Testing

The purpose of proficiency testing is to ensure that an individual has the basic skill levels to perform the normal daily tasks of a particular craft after an appropriate on-the-job training period. This basic skill level shall be the same as that required of a new hire from outside of

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BATO. Within each job or craft there are certain elements or areas where an individual is required to have knowledge or ability so that they can perform their tasks as assigned in an expedient manner, considering safety and the working conditions at the job site. Each of these elements is not of equal importance in the actual performance of an individual's daily tasks or assignment. For the purpose of testing, the specific items to be tested shall be weighted to reflect their importance to job assignment performance. The Skilled Trades/Management Committee shall review each job/trade and develop a list of basic job elements. These job elements will then be rated in terms of importance based upon, but not necessarily limited to, the following criteria:

(a) Safety

1. to the person performing the repairs
2. to the fellow workers
3. to operators

(b) Potential production liability where applicable

(c) Impact upon plant operations

1. Potential downtime
2. Potential cost for improper repair
3. Frequency of actual element occurrence

The Skilled Trades/Management Committee will determine the minimal passing score and retesting provisions.

The actual tests shall consist of oral or written questions and demonstrations of actual ability. The division of oral or written questions and actual ability testing shall be based upon the practicality of the elements to be tested.

2. Previously Qualified Employees

It is recognized that there are employees who have previously been qualified in more than one craft. Those employees who completed qualifications in one of the five primary crafts (machinist, mechanic, pipefitter, powerhouse, electronic repair) prior to the 1982 Craft Combinations and are now working in another primary craft will be considered to be previously qualified in the craft. Pursuant to Item 3.

3. Secondary Craft Qualification (probationary period)

(a) An individual seeking a secondary craft qualification will have to pass a proficiency test with a minimal passing score as established by the Management Skilled Trades Committee. Proficiency testing will be waived for those individuals who were previously qualified as defined in item 2.

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- (b) All individuals seeking a secondary craft shall be scheduled by management for a ninety-day probation period in line with production and departmental requirements. In the event that the number of individuals seeking to qualify for a secondary craft is greater than the allowable number, seniority will dictate scheduling.
- (c) The probationary period will not exceed ninety calendar days. The individual's performance will be monitored as a new hire. Successful completion of the probationary period will be based upon demonstrated competency in the craft in the following areas:
 - 1. Safety
 - 2. Potential product liability impact
 - 3. Impact on plant operations
- (d) Once an employee starts a probationary period, he shall receive a twenty-five cents per hour increase. Upon successful completion of the probationary program, he shall receive an additional ten cents per hour increase. Should that employee fail to successfully complete the probationary program, he shall forfeit the twenty-five cents per hour increase.
- (e) Should an employee fail to successfully complete the ninety-day probationary period, all other employees who had passed the proficiency test will be scheduled before he is rescheduled.

4. Permanent Transfer to Another Trade

- (a) An employee who has been qualified in a secondary trade can transfer providing there is a permanent opening in that trade and one or more of the following conditions are met:
 - 1) The employee has been in the secondary trade a minimum of forty-eight mos.
 - 2) The employee possesses or has possessed a journeyman's card in the secondary trade.
 - 3) The employee has been previously qualified in the secondary trade.
 - 4) The employee has previous work or military experience in that trade.
 - 5) The employee has completed an accredited training program in the trade.
 - 6) The employee has license, which is applicable to the trade.
- (b) Even though an employee has been qualified in a secondary trade and has met the conditions of Item 4 (a), he will still have to complete a ninety day probationary period, as would any new hire or transferred employee.

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- (c) It is understood that the conditions in Item 4(a) apply to individuals seeking to enter the Skilled Trades are conditions which must be met for consideration for transfer.

5. Die Makers

Die makers will be transferred to department 426 or the appropriate production department. For C.B.A. application purposes, they will be considered to be in Division I.

6. This Memorandum of Agreement is for the purpose of defining the application of the certified Welder Allowance.

- (a) Firestone Tire and Rubber Company Engineering Standard Practice, Qualification of Welding, Operators No. 3-26 Attachment A, which complies with the A.S.M.E. Boiler and Pressure Vessel Code Section XI shall be used to determine the testing limit of Qualification, period of Effectiveness and Application of need for Certified Welders.
- (b) All welded pipe joints designed to carry steam and oil over 15 PSI, or water and air over 30 PSI will be made by individuals who have passed a Certified Welding Test as specified in Attachment A.
- (c) Once an individual passes a Certified Welding Test, as described in Item (b) that Certification shall be considered remaining in effect indefinitely unless (A) The welding operator is not engaged in welding for a period of three months or more; or unless (b) there is some specific reason to question an operator's ability. Should there be a change in the federal or local codes, A.S.M.E., Code or Firestone Engineering Specifications the period of effectiveness of certification will be changed to comply with code or specification changes. These changes may require recertification on some periodic basis.
- (d) Any individual who was certified prior to the effective date of this Agreement and can furnish proof of such certification shall be considered certified for the period of effectiveness as described in Item (c).
- (e) Both parties recognize that the fabrication or modification of guardrails and other devices made from pipe not exceeding the pressure requirements of Item (b) will not require a certified welder.
- (f) Consistent with our practice with the primary classifications, should an individual have a restriction, which would prohibit him from working on a particular job when low on hours, he shall be bypassed and charged with the available hours consistent with the balancing of hour's requirements of the Commercial Business Agreement.
- (g) When there are certified Welders working in the plant and a need arises to perform a task requiring a certified welder, the Company may at their discretion assign any of the certified welders to that task without penalty for working out-of base classifications or calling in a non scheduled individual who may be certified.

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- (h) All hours worked on certified welding shall be charged to an individual in accordance with the balancing of hours provisions of the Collective Bargaining Agreement with the understanding that if hours are not in balance by year end they will be rolled into the next year.
- (i) When a need arises to perform certified welding and no certified welders are in the plant those individuals in the pipefitter classification who are certified welders shall be called first in accordance with the balancing of hour provision of the Collective Bargaining Agreement. Should no individuals in the pipefitter classification be available, individuals who are certified in other classifications may be requested to work.
- (j) Should an individual refuse to work other than a normal schedule shift to perform certified welding tasks three times in succession, without a justifiable reason, they shall forfeit the certified welding allowance for a minimum period of three months. Should an individual forfeit the welding allowance more than once in a twelve-month period they will need to rectify prior to doing any certified welding or receiving the allowance.

PRODUCTION MINOR MAINTENANCE:

(a) VISUAL INSPECTIONS

A production employee (where trained) will be responsible for the performance of equipment inspections of the equipment or the portion of the equipment to which he is assigned. The Maintenance Department will be responsible for those inspections, which require equipment disassembly.

(b) EQUIPMENT LUBRICATION

A production employee (where trained) will be responsible for the lubrication of the machine or portion of the machine to which he is assigned. In areas such as Curing Presses where the production operators will not support proper and continued lubrication attention, the Maintenance Department will maintain both responsibilities and accountability for the program.

(c) MINOR REPAIR TASKS

Minor repair tasks, which are incidental to, improved equipment utilization will be the responsibility of the production operators.

6. MEMORANDUM OF AGREEMENT – MAINTENANCE LEADER COORDINATOR

Bridgestone / Firestone Des Moines and USW Local 310 recognize the need to improve flexibility and efficiency, therefore the parties have agreed to allow employees to remain as USW bargaining unit members and function as Leader Coordinators in order to promote teamwork and enhance productivity and employment security.

The Company will post a notice allowing employees the opportunity to indicate their desire to act as Leader Coordinator. Interested employees should notify their immediate

Supervisor by indicating interest annually on the designated posting. From the posting a discussion will

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be held between the Maintenance Management and the Skilled Trades Committee, and selection will be made of those employees who have indicated an interest and are able to perform the work. It is agreed that the listing will be reviewed annually by Management and the Skilled Trades Committee. It is understood that the assignment will be voluntary regardless of the duration. If other USW members experience difficulties with an individual Leader Coordinator it shall be brought to Managements attention for corrective action. If an agreement can not be reached regarding the corrective action to be taken by the Maintenance Department Manager and the Skilled Trades Division Chairman, the matter will be deferred to the Local Bargaining Committee and the Labor Relations Manager.

In addition to the traditional work assignments an employee selected as a Leader Coordinator may be assigned non-traditional duties that are normally considered salary, clerical, and/or contracted functions. It is understood that an employee assigned as a Leader Coordinator will not be responsible for or involved in any disciplinary procedure or action.

Employees assigned as Leader Coordinators will remain in the Bargaining Unit and retain all rights under the CBA. It is understood that overtime up to 4 hours (8 hour shifts) and 2 hours (12 hour shifts) may be necessary with some assignments.

The rate of pay for an employee in a Skilled Trades classification who is awarded the Leader Coordinator job shall be \$0.50 cents per hour in addition to their current classification Basic Wage Rate, to include all multi-skill levels.

All Leader Coordinators will be responsible for the following directions per Management:

- (a) Balance hours as a separate balancing group, Leader Coordinator
- (b) Schedule vacation with his Skilled Trade craft
- (c) Perform other functions as directed by Management
- (d) Memorandums not in conflict with this Agreement shall continue in full force and effect

7. MEMORANDUM OF AGREEMENT – MASTER UTILITY

Subject to the following provisions the parties do hereby agree as follows:

The position of MASTER UTILITY shall be designated as a Bargaining Unit Classification pursuant to Article II of the Collective Bargaining Agreement.

RATE OF PAY:

The rate of pay for a Master Utility shall be the highest daywork or incentive Basic Wage Rate in the Department plus \$1.00.

QUALIFICATION:

An employee awarded a Master Utility opening will within Six (6) months of transfer date qualify on all operations of each classification within the Department. Failure to satisfactorily qualify as stated above will result in disqualification.

COMMITMENT TO EDUCATION:

An employee who accepts a Master Utility opening and who then voluntarily transfers to another classification in the department prior to attaining the full basic wage rate of the classification or who prior to holding the classification for one year, transfers to another classification, shall not be eligible to voluntarily bid an opening in the master utility classification for two years from the date he/she voluntarily bids out of the classification.

PREVIOUSLY QUALIFIED:

Definition of Article IV, Section 3(c), shall apply.

FLEXIBILITY OF ASSIGNMENT:

Master Utility will be canvassed by seniority for work in a department by the Company with production requirements being the determining factor. Flexibility of assignment shall include but not be limited to the following:

- (a) On shift Master Utility will be allowed on a daily basis to select a job from the canvass prior to all other employees. Master Utility will be considered on shift if scheduled per b. below.
- (b) Master Utility temporary shift assignments will be canvassed within Master Utility Classification, based upon seniority, within the same shift cycle.
- (c) Temporary assignment to another department where qualified to do the work and no one in the department is qualified or available to perform the work on a straight or overtime basis and it is necessary to perform the work to maintain production.

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ATTACHMENT A:
SKILL/WAGE PROGRESSION OUTLINE
MASTER UTILITY

<u>PROGRESSION SKILL STEP</u> Transfer/New hire	<u>PROGRESSION TIME</u> * # of days required	<u>WAGE PROGRESSION</u> Hire/Transfer Rate	<u>BASIC SKILLS REQUIRED</u> List minimum skills
Skill Level I	*	C Rate	Skills above plus <u>Following skills:</u> List Additional Minimum Skills For Advancement. (testing if applicable)
Skill Level II	*	B Rate	Skills above plus <u>Following skills:</u> List Additional Minimum Skills For Advancement (testing if applicable).
Skill Level III	*	A Rate	Skills above plus <u>Following skills:</u> List Additional Minimum Skills For Advancement. (testing if applicable)
Skill Level IV	*	Full Rate “Qualified”	Skills above plus <u>Following skills:</u> List Additional Minimum Skills For Advancement. (testing if applicable)

8. **SIZE CHANGE MEMORANDUM**

This memorandum of agreement is to provide for a better skilled, educated and therefore productive SIZE CHANGE WORKFORCE through testing, education and qualification of all existing and new employees in the classification. To accomplish this objective, the parties do hereby agree as follows:

RATE OF PAY:

The rate of pay for a qualified size changer as established and accomplished through this Agreement, who provides his own tools shall be the 4-S labor grade. Employees transferring to size change classification shall be at transfer progression rate until fully qualified. Previously Qualified Size Changers, when transferring into area (a) or (b) below, will be transferred to a Size Change Classification at ‘A’ rate, until proficient in that Department.

OPENINGS:

Vacancies in a size changer classification shall be filled as provided by Article IV subject to the following:

New employees and transferring employees not previously qualified under the terms of this Agreement will be tested by the review committee, consisting of the Divisional Chairman (or his/her designee) and the Department Foreman (or his/her designee), with the most qualified employee as determined by the total points earned filling the opening. The minimum acceptable score will be ten points. Each of the four categories below shall have a maximum of five points available to each applicant. In the case of equal scores, seniority shall prevail.

POINTS SHALL BE DETERMINED AS FOLLOWS:

(a) Seniority:

- 5 points most senior
- 4 points 2nd most senior
- 3 points 3rd most senior
- 2 points 4th most senior
- 1 point 5th most senior

(b) Mechanical Ability:

- 5 points worked in a mechanical occupation for three years or more
- 4 points worked in a mechanical occupation for two years or more
- 3 points worked or trained for one year or more in a mechanical related field
- 2 points for hobbies or activities that demonstrate mechanical aptitude
- 1 point for understanding (through basic skills test - seventy-five percent score and above)

(c) Tire Building Process Knowledge:

- 5 points for three or more years tire building experience
- 4 points for two years tire building experience
- 3 points for one or more year tire building experience

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- 2 points** for tire building experience less than one year
- 1 point** documented transferable skills associated with tire building
- (d) Basic Skills as determined by Basic Skills/Knowledge Examination:**
 - 5 points** 100% to 96% correct
 - 4 points** 95% to 91% correct
 - 3 points** 90% to 86 % correct
 - 2 points** 85% to 81% correct
 - 1 point** 80% to 75% correct

PREVIOUSLY QUALIFIED:

Definition of Article IV, Section 3 (c), shall apply. Acceptable previously qualified Size Changers will not be tested. These employees will receive 5 points for the Basic Skills Test criteria.

TOOLS - LUBRICATION:

The size changer classification shall be required to provide the standard tools (including metric) and tool box(s) required of the classification. A standard tool list will be developed by the Company. The provisions of Article XII, Section 10 (i)(1), (2), (3), and (4) shall govern tools and toolboxes required of the size changer classification.

It is understood the size changer classification is a production classification and there is no intent by this Agreement, or its rate of pay or its reference to any contract article to construe or presume any skilled trades qualification. Items specified under “Lubrication” of the “General Description of Work” (Attachment A) will be performed incidental to size change. There is no intent by this Agreement to establish a dedicated Lubrication Operation within the size changer classification. Tools on the standard tool list presently furnished by the Company shall be identified on the standard tool list as Company property. The first replacement of those tools so marked will be at the employee’s expense and then becomes the employee’s tool and thereafter will be replaced as provided by Article XII, Section 10 (i) (2) and (4). Any employee leaving the employment of the Company or changing classification shall surrender to the Company all tools marked and not replaced by the employee as outlined above, in addition to all other Company tools.

ASSIGNMENT AREAS:

Assigned areas shall be each of the following two areas:

- (a) Department 145:**
 - Department 135, 179**
- (b) Department 245:**
 - Department 231, 370**

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Size changers in each area (A or B) may be assigned area work based upon production requirements in their respective area.

Each assigned area (A & B) shall be a separate balancing group for the purpose of balancing of hours in their respective area.

SIZE CHANGE COMMITTEE:

- (a) A size changer committee will be established for each of the two departments consisting of two size changers and two Company representatives from each of the two areas, heavy duty and small tire.
- (b) The purpose of the committee will be, in addition to the COMMITMENT TO PRODUCTIVITY: to coordinate development of education. To develop, update and monitor testing of new and existing size changers and to communicate committee activities to other size changers and management.
- (c) Selection of each party's two representatives shall be up to each respective party.
- (d) The Divisional Chairman (or his designate) will attend all interviews and testing. Disputes not resolved by the Committee will be referred to the Division Chairman and Department Manager for discussion with Management maintaining the right to make the final decision.

TESTING:

Testing shall be of a written and/or practical nature as relates to the size changer classification and should cover but not be limited to the following areas. (See Attachment C and D as examples)

- (a) Entry - Basic skills examination. (Three tests - to be rotated)
- (b) Advancement - Education/proficiency for size changers at each skill level. (See Attachment B)
- (c) Education - Job skills development.

JOB BRIEF:

Employees in the size changer classification will perform all operations as outlined in the attached job brief (Attachment A) and as it is updated from time to time.

ATTACHMENT A - GENERAL DESCRIPTION OF WORK - TIRE ROOM - SIZE CHANGERS CLASSIFICATION:

1. Analyze size change schedule, obtain tire building specifications sheet, determine any changes in size change schedule to reduce size changes. Follow any oral and/or written

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instructions from supervision and be continuously available to make size change adjustments.

2. Change hubs, drum spacers and assist drum changes, if required, on C.F.E.'s. Change drums, drum spacers, hubs, hub spacers, shaft spacers, hub adapters, bead rings, beach ring assemblies, adapter plates, bead ring spacers, bead ring shims, half moons, ply bell assemblies, ply bell bearing assemblies, ply bell backing plate, ply bell extenders, pull out plates, ply down finger assemblies, ply down springs, bladders, acorn tips, acorn bells, stitcher wheel arms 25 type, clutch spacers and disconnect and reconnect quick coupler bladder feed air lines, Pirelli type machines and any other tooling to make machine build tires to specifications. Build tire building turn up bladders as required. WYCO to conventional and conventional to WYCO drum changes shall be performed by maintenance with size changers assistance as provided in this description of work.
3. Make all required adjustments to T.A.M. according to tire building specifications, including centering and aligning of tools and tooling to machine with use of level, squares, etc., Adjust back stitchers, bottom stitchers, acorns, trimmers, carriages, ply down assemblies, limit switches, air regulators, guidelights, bead rings and bead ring assemblies, servers, compensators, ply guides, tread guides, ply rollers. Key in proper programs for programmable machines from operators panel. Adjust pre-sets, cams, pots, lap ratio, bell spacing, timers, pre-sets to make tire build to specifications. Lubricate tire machine, dial indicate drum and bead ring shimming and aligning as needed and perform visual p.m. work. Fill out any and all paper work and make computer entries as required into CRT to maintain inventory for size change tooling. Must be knowledgeable and proficient in all size change procedures on all types of tire building machines in the assigned size changers area. Develop monitor and analyze all methods and procedures to strike for "quick change" size changes.

PHYSICAL ACTIVITIES AND WORKING CONDITIONS:

Job requires: Bending, carrying, climbing, normal vision (corrected), crawling, crouching, kneeling, lifting, feeling, handling, hearing, pulling, pushing, reaching, sitting, standing, stooping, talking, turning, twisting and walking. Work may be performed in presence of dusty and dirty conditions, fumes, smoke, mechanical and electrical hazards, grease, oil, heat, humidity, noise, poor lighting. May also be required to work in a confined area with others.

TRUCKING AND SAFE HANDLING EQUIPMENT:

Must operate plant forklift trucks following plant safety procedures while moving equipment and tooling to job site, safe loading and unloading of heavy drums, ply bells, bead rings, etc. With use of hoists, chains, straps, slings, forklift, carts and any other equipment handling devices as required to perform scheduled size change safely. Must also complete maintenance visual checklist covering oil, water and loose and/or worn parts.

LUBRICATION:

Lubricate moving parts of assigned group of machines; fill oil caps, reservoirs, grease guns, etc., with specified lubricants. Squirt or pour oil into holes, reservoirs, slides, oil cups, etc. Force grease into bearings with grease gun. Pack grease cups by hand or smear grease on friction surfaces. Do not over-lubricate especially where excessive pressure is detrimental to bearing seals. As necessary, remove, clean and replace grease zerts. Make daily lubrication and/or inspection trips. By vision or touch where safe, inspect for vibrations, excessive heat, noise or other signs, which may be indications of faulty running machinery. Secure all materials required to perform job and clean up job site. May be required to wipe excessive lubrication off machinery. Remove and replace guards and other minor machine tooling (drums, backing plates, bead rings, etc.) interfering with assigned work. Lubricate and clean-up building drums whenever equipment becomes available. Items specified under “lubrication” will be performed only incidental to size change. There is no intent by this paragraph to establish a dedicated lubrication operation within the size changer classification.

SAFETY:

Must adhere to all safety rules and observe all safe operation practice when handling heavy equipment at all times to avoid injury to self or others and avoid lost time accidents. Report all safety hazards to supervision. Assure that all guards, covers, doors and shields are returned to their proper location and are secured properly upon completion of size change.

ADJUSTMENTS AND TROUBLE SHOOTING:

Diagnose and analyze TAM malfunctions and operations to determine if problem is stock related, builder related, or set-up adjustment problem. If set-up related, make necessary adjustments using timers, pots, pre-sets, CAMS and small hand tools. If the problem is not related to the size changer’s classification inform supervision that the correction of the problem will require a specific craft. When the craft has been determined by supervision the work order will be entered into the CRT. If the problem is stock and/or builder related notify supervision. When the problem is craft related the size changer will remove and/or replace required S/C tooling.

Remove and replace broken and/or defective S/C tooling listed in paragraph 2, redress holes, replace bolts (spacer pins), dress-up key and key-ways, for quicker size change and minimal production loss.

CONTROL PANEL:

Load mechanical construction tapes and select proper programs, pre-sets at operators control panel to change sequence tables to match tire building specifications and insure a quality product. Utilizing above tools to get machine back into production and make quick-change size changes possible.

INVENTORY & HANDLING OF EQUIPMENT:

Use and maintain an inventory/status computer system for all equipment used in making size changes. System would also be available for use by scheduling department for future size changes. Proper handling and care of all equipment, tooling, trucks, carts and personal tools. Proper storage and placement of equipment in storage area. Insure changer tooling is in top running condition. Keep all paper work and computer entries up-to-date to make “quick changes” possible.

EQUIPMENT & TOOLS REQUIRED:

Forklifts, carts, hoists, small hand tools, small power tools (air or electric), tachometer, CRT, dial indicator, tapeloader, stopwatch, keys, nuts, bolts, key stock, cotter keys, drive pins, level, square, plum bob, tape and thread chasers.

SET UP OF NEW, EXISTING AND/OR MOVED EQUIPMENT:

Install and/or remove tooling on new or moved tire building equipment in conjunction with maintenance installation. Visually check all electrical, air and mechanical operations for proper functioning. Make initial set-up and size change adjustments for test run. Communicate with different crafts and/or outside contractors, as required, to insure machine is up to full production status prior to the equipment being released for production. Make all final adjustments to make tire machine build to tire and quality specifications.

FLEXIBILITY AND PURPOSE OF THIS JOB DESCRIPTION:

The purpose of this job description is to describe the classification work and differentiate between work performed by the size changer classification and skilled trades. It is intended to insure that the size changer classification does not perform work now covered under a skilled trades job description. It is understood that size changers will perform work that is within the size changer classification job description and when directed by supervision to assist with skilled trade work/repairs, to restore or remove TAM temporarily to or from production.

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ATTACHMENT B - SIZE CHANGE TRAINING RATE PROGRESSION:

The skill level and applicable hourly rate progression shall be as outlined below: advancement for each applicable skill shall be accomplished in thirty calendar days.

<u>SKILL LEVEL</u>	<u>HOURLY RATE</u>	<u>SKILLS NECESSARY BEFORE ADVANCEMENT TO THE NEXT RATE LEVEL</u>
Entry level from another department	The effective transfer rate	Ability to locate the size changed. Ability department to use a hoist properly when handling tooling. Ability to locate and transfer the new tooling with a jeep to the s/c TAM Ability to transport the old tooling with a jeep to the storage area and store it properly. Pass entrance skills examination.
Entry level/new hire	The effective hire rate	Ability to locate the TAM being size changed. Ability to use hoist properly when handling tooling. Ability to locate and transfer the new tooling with a jeep to the S/C TAM. Ability to transport the old tooling with a jeep to the storage area and store it properly. Pass basic skills examination.
Skill Level I	C Rate	Ability to locate the TAM being size changed. Ability to use a hoist properly when handling tooling. Ability to locate and transfer the new tooling with a jeep to the storage area and store it properly. Pass C Rate examination
Skill Level II	B Rate	Ability to read spec. To determine the proper tooling necessary for any S/C. Ability to locate and transport new tooling to the S/C TAM. Ability to make tooling changes in S/C TAM with little or no help. Ability to use hoist properly when handling tooling. Ability to transport tooling with a jeep to the storage area and store it properly. Ability to build bags as required. Ability to make initial (rough) set up with little or not help. Pass B Rate examination.
Skill Level IV	Full Rate	Ability to do everything listed I A, B, & C Rates in all assigned areas. Ability to make complete S/C'S in all depts. To include all set ups and adjustments without assistance. Ability to make running adjustments as required without assistance. Provide personal hand tools as specified by size changer tool list. Pass Full Rate examination.

ATTACHMENT C - 7/30/89 - Proficiency Standards

1. Able to read measuring tools
 - (a) Tape or ruler
 - (b) Caliper
2. Knowledge of thread and bolt
3. Knowledge of small hand tools
4. Knowledge of fractions and decimal system
5. Knowledge of materials
 - (a) steel
 - (b) cast
 - (c) aluminum
 - (d) plastic
 - (e) brass
 - (f) copper
6. Operation of material handling techniques
 - (a) rigging
 - (b) fork lift (jeep) driving
 - (c) hoist
7. Use drills and taps
8. Knowledge of lubrication
9. Knowledge of simple blue prints
10. Knowledge and understanding of basic electricity
11. Knowledge of cylinder movement
12. Knowledge of C.R.T.'s
13. Knowledge of the following dial indicator
 - (a) tachometer
 - (b) stop watch
14. Knowledge of a simple ladder diagram

HEAVY DUTY - SIZE CHANGE TOOLS

1. 3/8" Drive Air ratchet
2. 3/8" Drive Ratchet
3. 3/8" Drive 3: Extension
4. 3/8" Drive 10" Extension
5. 3/8" Drive 24" Extension
6. 3/8" Drive Female to 1/2" Male Adapter
7. 3/8" Drive X 9/16" Socket
8. 3/8" Drive X 5/8" Socket
9. 3/8" Drive X 11/16" Socket
10. 3/8" Drive X 3/4" Socket
11. 3/8" Drive X 1/2" Socket Deep 6 Point
12. 3/8" Drive X 9/16" Socket Deep 6 Point
13. 3/8" Drive X 5/8" Socket Deep 6 Point

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14. 3/8" Drive X 11/16" Socket Deep 6 Point
15. 3/8" Drive X 3/4" Socket Deep 6 Point
16. 3/8" Drive Socket Hex Set
17. 1/2" Drive Ratchet
18. 1/2" Drive 5" Extension
19. 1/2" Drive 10" Extension
20. 1/2" Female to 3/8" Male Adapter
21. 1/2" Drive X 3/4" Socket
22. 1/2" Drive X 11/16" Socket
23. 1/2" Drive X 15/16" Socket
24. 1/2" Drive X 1 1/8" Socket
25. 1/2" Drive X 3/8" 8 Point Socket
26. 1/2" Drive X 5/8" 8 Point Socket
27. 1/2" Drive X 3/4" 8 point Socket
28. 7/16" Combination Wrench
29. 24" Roll Bar (Punch Bar)
30. 1/4" Long Taper Punch
31. 1/4" Solid Punch
32. 1/2" Cold Chisel
33. 24 Oz. Ball Peen Hammer
34. 1/4" Solid Punch
35. Long Needle Nose Pliers
36. Snap Ring Pliers
37. 12" Tri Square
38. 4" C Clamp
39. Tool Cabinet
40. Tap 1/4" X 28 UNRF
41. 3/8" Drive 9" Wobble Extension
42. Vise Grip Chain Clamp/Pipe Wrench

CRIB ITEMS

1. Diagonal Cutting Pliers
2. 420 Channel Locks
3. 426 Channel Locks
4. 430 Channel Locks
5. 6" Screw Drive
6. 8" Screw Driver
7. 10" Screw Driver
8. Dead Blow Hammer Plastic Tip
9. 8" adjustable Wrench
10. 12" Adjustable Wrench
11. 14" Pipe Wrench
12. Mill Knife and Handle
13. 12" measuring Tape

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14. Flashlight
15. Pen Flashlight
16. ½” Drive 1/8” Allan Socket
17. ½” Drive ½” Allan Socket
18. ½” Drive 1/16” Allan Socket
19. ½” Drive 5/8” Allan Socket
20. Allan Wrench Set
21. 3/8” Combination Wrench
22. ½” Combination Wrench
23. 9/16” Combination Wrench
24. 5/8” Combination Wrench
25. 11/16” Combination Wrench
26. ¾” Combination Wrench

PASSENGER SIZE CHANGE TOOLS

1. 3/8” Impact Wrench
2. Starret Dial Indicator with Magnetic Base
3. 3/8” 1 Foot Extension
4. 3/8” 6 inch Extension
5. Combination Wrenches 3/8”, ½”, 9/16”, 5/8”, 11/16”, ¾”
6. 3/8” Ratchet
7. D. Cell Flashlight
8. ¼” Ratchet
9. Hacksaw
10. 8” Crescent Wrench
11. IVM 430 Channel Locks
12. 1/16 - 3/16” Folding Allen Wrenches Set
13. 16 oz. Hammer
14. 4” Screw Driver
15. 6” Screw Driver
16. Set of Allen Wrenches 1/16” to 3/8”
17. 3/8” Socket Set 3/8 - ¾”
18. Allen Sockets 5/21 to 3/8”
19. ¼” Allen Sockets 2-3/16 (1 long - 1 Short)
20. 2 Drawer Tool Chest with Tool Box on Top
21. Telescoping mirror.

9. MOLD CHANGE MEMORANDUM

This memorandum is to provide for a better skilled, educated and therefore productive Heavy Duty Mold Changer, Department 146, workforce through testing, education and qualification of all existing and new employees in the classification. To accomplish this objective, the parties do hereby agree as follows:

FLEXIBILITY AND JOB DETERMINATION:

- (a) Personnel in the Mold Changer Classification will through the Mold Change Committee, determine a schedule to maintain their skill levels in all areas and job assignments.
- (b) Personnel in the Mold Changer Classification may be required to work other areas or job assignments in their classification based on skill levels or manpower/production requirements.
- (c) Job description changes or physically relocating the storage area and/or department will be reviewed with the Mold Changer Committee.
- (d) Personnel in the department will work to meet production requirements with minimum overtime.

RATE OF PAY:

The rate of pay for a qualified Mold Changer as established and accomplished through this Agreement, who provides his own tools, shall be the 4-S labor grade. Employees transferring to Heavy Duty Mold Change Classification, and not previously qualified, shall be at transfer progression rate until fully qualified. Previously Qualified Mold Changers will be transferred to a Mold Change Classification at 'A' rate, until proficient in that Department.

OPENINGS:

Vacancies in a Mold Changer classification shall be filled as provided by Article IV, subject to the following:

In order to be considered for Department 146, the applicant must pass the entry-level basic skills examination to the satisfaction of the testing authority first. If a satisfactory score (75%) is not achieved, the applicant will be disqualified from further consideration or the Mold Changer Classification for one year.

New employees and transferring employees not previously qualified under the terms of this Agreement who have been tested by the review committee and attained a passing score (75%) will be graded as provided below with the most qualified employee as determined by the total points earned filling the opening. The minimum acceptable score will be ten total points. Each of the four categories below shall have a maximum of five points available to each applicant. In the case of equal total scores, seniority shall prevail.

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POINTS SHALL BE DETERMINED AS FOLLOWS:

(a) Seniority

- 5 points** most senior
- 4 points** 2nd most senior
- 3 points** 3rd most senior
- 2 points** 4th most senior
- 1 point** 5th most senior

(b) Mechanical Ability:

- 5 points** worked in a mechanical occupation for three years or more
- 4 points** worked in a mechanical occupation for two years or more
- 3 points** worked or trained for one year or more in a mechanical related field
- 2 points** for hobbies or activities that demonstrate mechanical aptitude
- 1 point** for understanding (through basic skill test 75% score and above)

(c) Curing Process Knowledge:

- 5 points** for three or more years Curing Room experience
- 4 points** for two years Curing Room experience
- 3 points** for one or more year Curing Room experience
- 2 points** for Curing Room experience less than one year
- 1 point** documented transferable skills associated with Curing

(d) Basic Skills as determined by Basic Skills/Knowledge Examination:

- 5 points** 100% to 96% correct
- 4 points** 95% to 91% correct
- 3 points** 90% to 86% correct
- 2 points** 85% to 81% correct
- 1 point** 80% to 75% correct

PREVIOUSLY QUALIFIED:

Definition of Article IV, Section 3 (c), shall apply. Previously Qualified Mold Changers will not be required to test and will receive 5 points for the Basic Skills Testing criteria.

DEFINITION OF A QUALIFIED MOLD CHANGER:

Must be skilled in and able to perform all operations in the Mold Changer Classification.

TOOLS-LUBRICATION: (See Attachment D)

The Mold Changer classification shall be required to provide the standard tools (including metric) and tool Box(s) required of the classification. A standard tool list will be developed by the Company. The provisions of Article XII, Section 10 (i) (1), (2), and (3) shall govern tools and toolboxes required of the Mold Changer classification.

It is understood the Mold Changer classification is a production classification and there is no intent by this Agreement, or its rate of pay or its reference to any contract Article to construe or presume any skilled trades qualification. Items specified under “Lubrication” of the “General Description of Work” (Attachment A) will be performed incidental to Mold Change. There is no intent by this Agreement to establish a dedicated Lubrication Operation within the Mold Changer classification.

Tools on the standard tool list presently furnished by the Company shall be identified on the standard tool list as Company property. The first replacement of those tools so marked will be at the employee’s expense and then become the employee’s tool and thereafter will be replaced as provided by Article XII, Section 10 (i)(2). Any employee leaving the employment of the Company or changing classifications shall surrender to the Company all tools marked and not replaced by the employee as outlined above, in addition to all other Company tools.

MOLD CHANGER COMMITTEE:

- A. A Mold Changer committee will be established for the department consisting of two mold changers and two Company representatives from the Heavy Duty Mold Changer area.
- B. The purpose of the committee will be, in addition to the commitment to Productivity, to coordinate development of education. To develop, update, and monitor testing of new and existing Mold Changers and to communicate committee activities to other Mold Changers and Management.
- C. Selection of two representatives shall be up to each respective party.
- D. The Divisional Chairman (or his Designate) will attend all interviews and testing. Disputes not resolved by the Committee will be referred to the Division Chairman and Department Manager for discussion with Management maintaining the right to make the final decision.

TESTING:

Testing shall be of a written and/or practical nature as relates to the Mold Changer classification and should cover but not be limited to the following areas.

- (a) Entry - Basic skills examination. (three tests - to be rotated)

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- (b) Advancement - Education/proficiency for Mold Changers at each skill level. (See Attachment B and C)
- (c) Education - Continuing job skills development.

JOB BRIEF:

Employees in the Mold Changer classification will perform all operations as outlined in the attached job brief (Attachment A) and as it is updated from time to time.

Attachment “B” - TRAINING RATE PROGRESSION - MOLD CHANGE CLASSIFICATION -DEPARTMENT 146 HEAVY DUTY CURING

The classification includes changing molds and bladders: setting up molds for changes: setting cures: warming up molds: installing post inflater rings: and other miscellaneous operations as included in the operation brief.

The skill level and applicable hourly rate progression shall be as outlined below: Advancement for each applicable skill shall be accomplished in thirty calendar days.

<u>SKILL LEVEL</u>	<u>HOURLY RATE</u>	<u>SKILLS NECESSARY BEFORE ADVANCEMENT TO THE NEXT RATE LEVEL</u>
Entry level from another department or new hire	The effective transfer or new hire rate	a. Familiarization layout (location of lines, presses and numbering) b. Know safe operating procedures and location and purpose of all safety bars and ropes. c. Demonstrates capability to assist qualified Mold Changer effectively. Ability to operate material handling techniques - rigging jeep driving, hoist, etc.
Skill I Level	(C Rate)	SAME AS SKILL LEVEL <u>ABOVE PLUS:</u> a. Same as entry level above as well as: Capable of making bladder changes in BOM’s. Understanding of electrical systems of BOM. Ability to read tape measure. Ability to put stand on warm up and understand digital timers and manual timer - (or purpose of setting cures and warm ups.)

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Skill I Level (C Rate)

SAME AS SKILL LEVEL ABOVE PLUS:

- b. Distinguish between aluminum and cast iron
- c. Read mold blueprints and specification sheets
- d. Familiarization of two types of presses used in department 366-45” AND 55” B.O.M.’s
- e. Know location of all steam and air control valves, shutoffs, etc.
- f. Keep shop and mold storage area in a clean and orderly state.
- g. Handle material by using techniques such as:
 - 1. Rigging (chains and slings)
 - 2. Fork lift (jeep driving)
 - 3. Hoists (electrical and chain)

SKILL LEVEL II (B Rate)

SAME AS SKILL LEVEL ABOVE PLUS:

- a. Same as skill level 1 as well as: Ability to use blaster. Ability to distinguish between aluminum and cast iron. Ability to read mold blue prints and specification sheets. Ability to use drills and thread chasers. Ability to locate, clean, set-up molds for production
- b. Operate air control
- c. Lift bladders in a safe manner
- d. Have mechanical knowledge of how bladder screws in
- e. Use tape measure to adjust bladder to proper stacking height
- f. Employee will check bladder change sheet to receive his/her work schedule for that shift.
- g. Put stands on warm up

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SKILL LEVEL III (A Rate)

SAME AS SKILL LEVEL ABOVE PLUS:

- a. Same as skill level II as well as: Knowledge of thread and bolt sizes. Knowledge of small hand tools. Knowledge of cylinders movement and lift arms. Knowledge of lubrication. Knowledge of CPU time & cure specifications. Ability to analyze machine movement in simple drawings. Ability to remove & install all molds and bladder press molds and PI units.
- b. Set timers (wheels, Crt, CPU)
- c. Install post inflater rings
- d. Adjust lift arms
- e. Make necessary press adjustments pursuant to quality needs.
- f. Make plate changes

SKILL LEVEL IV (FULL RATE)

ABILITY TO EFFICIENTLY DO ALL SKILL LEVELS LISTED ABOVE

- a. Same as skill level III as well as: Ability to adjust loaders, set up cures, measure for spiders and adapters. Ability to measure for centering rings and take bolt measurements while making mold changes. Knowledge of minimums and maximums on bagomatics, stacking height, and measuring for sleeve lengths.

ATTACHMENT “C” - PROFICIENCY STANDARDS FOR HEAVY DUTY MOLD CHANGERS

- (a) Able to read measuring tape or ruler
- (b) Knowledge of thread and bolt size
- (c) Knowledge of small hand tools
- (d) Knowledge of fractions and decimal system

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(e) Knowledge of materials:

1. Steel
2. Cast
3. Aluminum
4. Brass

(f) Operation of material handling techniques

1. Rigging
2. Fork lift (jeep) driving
3. Hoist

(g) Knowledge of drills and thread chasers

(h) Knowledge and understanding of basic electricity

(i) Basic mechanical knowledge of simple machine movement

ATTACHMENT “D”

Entrance test as developed

ATTACHMENT “E”

Heavy Duty Mold Changers Tool List

.05 - 3/16 Allan Wrenches

¼ - 3/8 Allan Wrenches

420 Channel Locks #430

6” Standard Screwdriver

#2 Phillips Screwdriver

3/16” Combination Wrench

Plastic Tip Mallet

12 oz. Ball Peen Hammer

14” Pipe Wrench

12’ Stanley Tape Measure

3/8” Drift Punch

Mill Knife

Awl Handle & Awl

¾” Drive Ratchet

¾” Air Impact Wrench

¾” Drive 1-5/16” Socket

Flashlight

9/16” Combination Wrench

¾” Combination Wrench

½” Combination Wrench

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15/16” X7/8” Double Box-end Wrench

5/8” X 18” Pry Bar

Needle-noise Pliers

1 Micro Air Drill

(.0 chuck) Air Drill

½” Drive Ratchet

3/16” Combination Wrench

1-1/8” Combination Wrench

¾-1/2 Drive Socket

15/16-1/2 Drive Socket

1-1/8-3/4 Drive Socket

1-1/4-3/4 Drive Socket

1-1/2-3/4 Drive Socket

1-7/8-3/4 Drive Socket

1-1/4 T-Bolt

1 T-Bolt

7/8 T-Bolt

12”Crescent Wrench

Set-hand Allans

¾ Universal Swivel

Putty Knife - 1-1/4”-3” Blade

Set - 1 Bolts

Crescent Side Cutters

4” - ½ Drive Extension

4” - ¾ Drive Extension

16” - ¾ Drive Extension

5” Scissors

Metal Hole Punch

½ Drive Breaker Bar

10. STORE ROOM ATTENDANT

This memorandum of Agreement applies to the Store Room Attendant, Department 714. The Store Room Attendant will be production position under Department 831 Jurisdiction and Supervision.

- (a) Stores Attendant openings shall be posted in the Maintenance Department first. The most senior employee signing the posting will be interviewed to determine if they have the minimum qualifications. If so they shall be offered the position. If not the next senior person signing the posting shall be interviewed and the process continued until an individual is found who has the required skills.
- (b) If there are no Maintenance personnel who sign the posting and are qualified, previously qualified Storeroom Attendants will be eligible to apply first. The same

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elections criteria shall apply as that of a Maintenance employee signing a posting to transfer into the Storeroom.

- (c) If there are no Maintenance or previous qualified Storeroom Attendants who have an interest in the opening, the job shall be filled as provided by Article IV. The same selection criteria shall apply as that of a Maintenance Department Employee transferring to the Storeroom.

Any previously qualified as defined by this Agreement Storeroom Attendant who has been out of the job for more than twelve months must requalify. The qualification period will not exceed ninety calendar days.

The Skilled Trades JLMC or subcommittee thereof shall develop a job brief based on Attachment A and qualification requirements based on Attachment B.

- (a) A present Storeroom employee, on the date of this Agreement, who elects to follow his classification and stay in the Storeroom will have one hundred eighty calendar days to develop the minimum skills required by the revised Job Brief and new qualification requirements. Any individual not meeting the minimum requirements after the one hundred eighty day period shall be disqualified from the Storeroom and be placed on an available opening in the plant in line with their seniority.
- (b) Any individual who does not desire to stay in the Storeroom under the revised Job Brief and new qualification standards may transfer to an available plant opening in line with their seniority as provided by the Collective Bargaining Agreement.

All scheduling rules that apply to Department 831 shall apply to the new Storeroom Attendant Classification. Present Storeroom Memorandums not in conflict with this Agreement and are applicable to a service department shall apply to this classification including the provisions of Article XII, Section 14.

When a Storeroom employee is requested to work on a holiday the following procedure shall be followed:

- (a) By seniority employees with the least number of holiday available hours in their classification shall work.

A storeroom employee desiring to sign a posted Maintenance opening to fill a permanent classification vacancy within a Skilled Trades classification cannot transfer into the classification unless qualified to perform the work of the classification as provided in Article XII, Section 10(j), and Article IV of the Agreement.

Recognizing the manning limitations of the Stores Crib and the necessity to have manpower available who are familiar with stores items and their applications, it is agreed that

to cover for temporary vacancies where no Storeroom personnel are qualified or available,
Maintenance

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personnel may be temporarily assigned Storeroom Attendant's functions as provided by the Collective Bargaining Agreement.

There is no intent to establish this classification as a Skilled Trades craft or to presume any Skilled Trades qualification by this agreement. This classification shall not be considered a multi-craft step nor shall any employee permanently transferred to this classification be paid other than the established Basic Wage Rate of the classification.

By this Agreement the Basic Wage Rate shall be established as a 3-S labor grade, which will include and incorporate all computer entry and inventory premiums presently paid.

ATTACHMENT "A" - STORE'S ATTENDANTS PRIMARY JOB DUTIES AND RESPONSIBILITIES

- (a) Issue materials from the Company Storeroom
- (b) Restocking of inventory shelves within the Storeroom
- (c) Verification of materials received vs materials ordered
- (d) Performs periodic cycle inventories
- (e) Housekeeping of inventory as it relates to proper location, proper identification, cleanliness, neatness of inventory
- (f) Ordering of parts and materials to restock depleted inventory
- (g) Expediting of needed parts and materials
- (h) Analysis of inventory levels
- (i) Work with vendors and purchasing to find substitute items for parts and supplies no longer manufactured.
- (j) Assist Craftsmen and other plant personnel in parts and material identification
- (k) Assist Craftsmen and other plant personnel in substitution of parts and materials for items not in inventory
- (l) Kit parts and materials for Maintenance work.
 - (1) Kitting includes minor assembly of material which comes into the Storeroom in kit form and requires minor assembly (i.e. hoses, hyd and pneumatic valves, hooks on chains, handles into brooms and mops,

ATTACHMENT “B” - Minimum Entry Level Skill Requirements

- (a) Knowledge of measuring equipment and practical application of such equipment
- (b) Knowledge of fastener identification (must be able to correctly identify one size and type fastener from another)
- (c) Knowledge of pipe fittings
- (d) Knowledge of electrical fittings
- (e) General knowledge of material and parts terminology (i.e. normally open, normally closed, sealed, unsealed, etc.)
- (f) Be able to distinguish one type of material from another (i.e. steel, brass, aluminum, cast iron, etc.)
- (g) Must be able to distinguish color coding
- (h) General knowledge of and ability to read blueprints/mechanical drawings to verify that material received is what has been ordered.
- (i) Must have basic math skills

It is understood minimum qualifications can only be determined through interview and testing which will be developed and administered by the JLMC/Skilled Trades Committee and the Cell 4 Committee.

11. BANBURY INSPECTOR, LUBRICATOR, CLEANER

This memorandum of Agreement is to provide for a better skilled, educated and therefore productive BANBURY INSPECTOR, LUBRICATOR, CLEANER workforce through testing, education and qualification of all new employees in the classification. To accomplish this objective the parties do hereby agree as follows:

OPENINGS (PERMANENT):

All new openings will be filled by transfer cards through the Factory Employment Office. In order to be considered for Banbury Inspector, Lubricator, Cleaner, the applicant must pass the entry level basic skills examination to the satisfaction of the testing authority first. If a satisfactory score (53 points) is not achieved, the applicant will be disqualified from further consideration for the Banbury Inspector, Lubricator, Cleaner Classification for one year. In the event more than one employee scores over 53 points, seniority shall prevail.

PREVIOUSLY QUALIFIED:

Definition of Article IV, Section 3 (c), shall apply.

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DISQUALIFICATION:

Disqualification will occur when an employee is unable to perform all the operations within the classification at an acceptable/qualifying level, on a continuing basis.

Employees disqualified from the Banbury Inspector, Lubricator, Cleaner classification will be subject to Article IV.

SCHEDULING OF HOURS:

The Banbury Inspector, Lubricator, Cleaner classification will be canvassed for daily and weekly overtime within the class. If no Banbury Inspector, Lubricator, Cleaner, is available due to an absentee (Vacation, sick, etc.) we would offer overtime to all in this classification. If there were no overtime, maintenance would be contacted to furnish a mechanic to do lubrication, and a 412 person would be used to do only cleaning. Vacation scheduling will be done within the class.

When an employee in the Banbury Inspector, Lubricator, Cleaner classification is requested to work a holiday, the following procedure shall be followed:

- (a) By seniority employees with the least number of holiday available hours in their classification shall work.
- (b) Hours worked on a designated holiday shall be included in computing daily/weekly overtime when an employee works in excess of eight/twelve hours covering a holiday and a workday immediately following a holiday.

PAY RATE:

The rate of pay for a qualified Banbury Inspector, Lubricator, Cleaner as established by this Agreement, shall be the 3-S Labor Grade.

JOB BRIEF:

Employees in the Banbury Inspector, Lubricator, Cleaner Classification will perform all operations as outlined in the attached job Brief (Attachment A) and as it is updated from time to time. Even though these jobs will be Division I there is not intent to establish this classification as a Skilled Trades craft or to presume any Skilled Trades qualification by this Agreement. This classification shall not be considered a multi-skill step nor shall any employee permanently transferred to this classification be paid other than the established Basic Wage Rate of the classification.

12. TPM PROGRAM

This memorandum of agreement is for the purpose of implementing the first step of a plant wide Total Preventative Maintenance “TPM” Program.

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Accordingly as the first implementation step of TPM it is recognized and agreed to as follows:

MISSION/OBJECTIVES:

To mutually implement the first step of a total preventative maintenance “TPM” Program that is representative of the pride associates take in maintaining their production facility in a manner that demonstrates a world-class operation.

WORK AREA CLEANLINESS

- (a) After necessary production assignments are made during the scheduled work week primary responsibility for production machine/work area cleanliness must and shall be with the associates who work on the machine or in the area that are scheduled.
- (b) To implement this agreement it is understood that work area associates may operate traditional janitorial type equipment available for production use in each cell, to include hand floor scrubbers only.

13. LOCAL UNDERSTANDINGS

A. In accordance with our agreement reached at negotiations, the following shall be the Overtime Sign Up procedure for the duration of this Agreement.

- 1) Overtime sign-up sheets to be posted on department bulletin boards located on the shop floor.
- 2) Overtime sign-up sheets to be posted from 6:00 a.m. Monday morning through 6:00 p.m. Thursday evening for the following workweek.

For Departments 651, 714, 731 and 831 overtime sign up sheets will be posted from 6:00 a.m. Monday morning thru 6:00 a.m. Thursday morning. Overtime schedules will then be posted by 6:00 p.m. Thursday evening for the following workweek.

Exception for Departments 651, 714, 731 and 831 in which Holiday and Shutdown sign up sheets will be posted no later than twenty-one (21) days prior to shutdown and will be taken down fourteen (14) days prior, so that proper levels of manpower may be established and known. Holiday and Shutdown schedules will be posted tentatively seven (7) days prior to such Holiday or Shutdown period occurring.

- 3) Hours made available to an employee whether worked or not worked will be charged to the employee.

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- 4) An employee entering or returning to a reasonable distribution group will be assigned the highest accumulated available hours of that group.
- 5) Hours for each reasonable distribution group shall be reduced to zero at the end of each calendar year.
- 6) Reasonable distribution groups are defined as classification by department, by shift.
- 7) Overtime hours and premium overtime hours shall be maintained as stated in Article VIII, Section 1 (b) (1).
- 8) In accordance with Art. VIII, Sec. 1 (b)(3), when expected overtime is available the overtime opportunity will first be offered to the off-shift, within classification, working the same hours (days to days or nights to nights).

B. In accordance with our agreement reached at the negotiations, the following shall be the 5-Day Operations and 7-Day Operations Holiday Schedule consecutively for the duration of this Agreement.

1) 5 Day Operations

2009	2010	2011	2012	2013
New Year's Day	New Year's Day	New Year's Day	New Year's Day	New Year's Day
Good Friday	Good Friday	Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day	Memorial Day	Memorial Day
July 4th	July 4th	July 4th	July 4th	July 4th
Labor Day	Labor Day	Labor Day	Labor Day	Labor Day
Thanksgiving	Thanksgiving	Thanksgiving	Thanksgiving	Thanksgiving
Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving
12/24/09	12/24/10	12/24/11	12/24/12	12/24/13
Christmas	Christmas	12/26/11	Christmas	Christmas
12/28/09	12/27/10	12/27/11	Day After Christmas	Day After Christmas
New Year's Eve	New Year's Eve	New Year's Eve	New Year's Eve	New Year's Eve

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2) 7 Day Operations

2009	2010	2011	2012	2013
New Year's Day	New Year's Day	New Year's Day	New Year's Day	New Year's Day
Easter	Easter	Easter	Easter	Easter
Memorial Day	Memorial Day	Memorial Day	Memorial Day	Memorial Day
July 4th	July 4th	July 4th	July 4th	July 4th
Labor Day	Labor Day	Labor Day	Labor Day	Labor Day
Thanksgiving	Thanksgiving	Thanksgiving	Thanksgiving	Thanksgiving
Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving
Christmas Eve	Christmas Eve	Christmas Eve	Christmas Eve	Christmas Eve
Christmas	Christmas	Christmas	Christmas	Christmas
Day After Christmas	Day After Christmas	Day After Christmas	Day After Christmas	Day After Christmas
New Year's Eve	New Year's Eve	New Year's Eve	New Year's Eve	New Year's Eve

C. FLEXIBLE VACATION SCHEDULING: During the vacation period, set forth in Article X, Section 5 (a), an employee may designate up to 3 days, in full cycles, on a 7-day schedule, or a full week/5 days, on a 5 day schedule, to use as flexible vacation days for the duration of this agreement. These days will be held until scheduled by employee, in the following manner:

- (i) An employee must submit a request form to his/her Department Foreman at least 3 calendar days in advance of requested day.
 - (a) Exceptions to the 3-day notice will be given for documented emergency situations and/or documented compelling reasons, with Labor Relations approval.
- (ii) The Department will be allowed to exceed vacation liability by one person, per day, per cycle for 'flex-days'.
- (iii) No later than 3 days prior to the start of the new vacation period employees shall have the opportunity to turn in flex day vacation requests. This

opportunity will last four complete shifts (1 through 4). At the end of the request period the Department Manager or his designee will award flex days by

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seniority per (ii). The department management will notify employees the status of their requests.

- (iv) Days designated as ‘flex-days’ will be paid when taken and will not be included in the vacation liability.
- (v) Flex-days’ may not be deferred to the next year. If they are not scheduled by the end of the vacation year, they will be sold as PILTO.

D. In accordance with our agreement reached in local negotiations, this is the procedure for excusing Union representatives from work, to be used for the duration of this agreement.

- 1) The Local Union agrees to provide the Company with a complete listing of all Local Union Committees. This will include all current members for each Committee. Any changes in membership, on any Committee, will be provided to the Company in a timely manner.
- 2) Regularly Scheduled Meetings: For Union Representative/Committee members absences due to recognized or regularly scheduled meetings, of any nature, the Local Union President or his designate will contact the Labor Relations Manager or his designate in writing with the names of the specific individuals, and the period of time involved, in a timely manner, prior to the absence.
- 3) Other Absences: For Union Representatives/Committee members who will be absent from their scheduled shifts on an intermittent basis for service to the Local or International Union, the Local Union President or his designate will notify the Labor Relations Manager or his designate in writing with the names of the individuals and the period of time involved, in a timely manner, prior to the absence.
- 4) Same Day On-Shift Absences: The Local President or his designate shall follow the provision in Article XI, Section 9 (c).
- 5) The Local Union agrees to provide the Company with a complete listing of all Local Union Stewards, on an annual basis. This list will be by Name, Department, and Shift. This list will be updated as needed, with any changes, in a timely manner.

E. **EMPLOYMENT DATA PROVIDED TO THE UNION:** It is agreed that the Company will provide the local Union a copy of the Tesseract Daily Sheet, Medical Daily Sheet, Transfer Request List, Layoff List, Light Duty/Permanent Restrictions/Work Comp List, Medical Placement Document, Active Employees With Learning Rates Over 14 Days List, O/S Contractor Notice Log, Vacation Liability by Department List (Prior to vacation scheduling), MMA Report and

Company Notices as available. Piecework Rate Changes/Elemental Breakdowns that could result in a pay rate change, within 24 hours of being posted.

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- F. **EXTENDING VACATION FALLING ON A HOLIDAY:** The parties agree that when a holiday falls during a scheduled vacation week or cycle the extension of vacation shall be as follows.

7-Day Continuous Operation

For vacations scheduled on holidays in 2 or 3 day cycles time away from work will be extended to the next scheduled day of work.

This provision does not apply to holidays falling during scheduled plant shutdowns.

5-Day Operations

For holidays that fall within the scheduled vacation week (Monday through Friday) time away from work will be extended to the next scheduled work week beginning with the first scheduled work day, i.e.: Monday. Extended days to equal the same number of holidays falling in the scheduled week of vacation.

This provision does not apply to holidays falling on a Saturday.

14. 2009 PRODUCTIVITY IMPROVEMENTS

The parties have reached the following agreements in the course of bargaining on the 2009 Agreement. This Memorandum shall supersede conflicting prior Memoranda, as well as any conflicting provisions of the Master Agreement. In case of conflict with any other Memoranda or Agreements, this Memorandum shall control:

1. Maintenance:

- (a) No craft shall have exclusive jurisdiction of any maintenance work. Any maintenance employee will be expected to perform any maintenance work for which he is qualified, regardless of his classification or the type of work needed. This applies to electricians currently represented by the IBEW who will be expected to perform mechanical and other non-electrical maintenance work for which they are qualified. Maintenance employees will also be expected to perform minor electrical work for which they are qualified. The purpose of this provision is to eliminate artificial barriers to increasing productivity and the parties will apply this provision in a fashion to meet this objective. Except for employee qualifications, there shall be no restriction on cross-craft work. Production employees will be required to perform minor maintenance tasks which they are capable of performing.
- (b) A new job classification of Maintenance Engineering Technician will be created, with the job description attached as Exhibit A. The wage rate for this classification shall be \$28.93. The Company may unilaterally

increase this rate if the company determines that the labor market requires a higher

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payment to obtain qualified new employees. Current maintenance employees (including electricians) may move into this classification by obtaining the necessary training and qualifications. Any such employee will retain plant seniority after such move. The classification of Maintenance Engineering Technician shall be part of the USW Des Moines bargaining unit, unless placed elsewhere by the National Labor Relations Board. Regardless of eventual NLRB placement, the MET classification will continue at the plant and the job functions shall continue unchanged. MET is Multi-Skilled and so will not receive any wage progression under the Multi-Skill Agreement.

- (c) At the discretion of the Company, maintenance employees working on a repair job or project may be required to continue work at the end of the shift with the goal of finishing the job or project and making an efficient transition. Under such circumstances, if the Company determines that the project can be completed in two hours or less, the employee may be required to stay overtime for no more than two hours; if the Company determines that the project cannot be completed in two hours, the employee may be required to stay overtime for no more than one hour. All such overtime shall be charged to the employee for balancing purposes, although balancing need not be considered in assigning this job completion overtime. Any such hold over overtime will not be counted towards the mandatory overtime limitation of Article VIII, Section 1.
- (d) The existing mechanic and pipefitter crafts shall be combined into one primary craft/job classification of Maintenance Technician. Employees currently in either the mechanic or pipefitter primary craft shall be moved to this new craft/classification as they become qualified. Except as noted below, such employees shall continue at their current rate of pay until such move. The wage rate for the Maintenance Technician shall be \$25.53 per hour. With the creation of the Maintenance Technician primary craft, there shall no longer be a thirty-five cent step progression for advancing to the secondary craft of pipefitter or mechanic. Skilled trades employees can receive an adjustment for advancing to the secondary craft of Maintenance Technician, although not if they have previously obtained a wage progression for either the pipefitter or mechanic craft. Pipefitters and mechanics will not receive the thirty-five cent step progression for advancing to Maintenance Technician. The Union will encourage all mechanics and pipefitters to obtain the necessary skills and training to become a Maintenance Technician. Any current mechanic or pipefitter may be grandfathered and remain in the mechanic or pipefitter classification, respectively, but any such employee will no longer receive the mechanic or pipefitter wage progression after July 18, 2010. The Company does not expect that there will be any new hires into

either the mechanic or pipefitter classification. There are currently 34 pipefitters and 63 mechanics. Those 97 employees will not be reduced in

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force for the life of this Agreement as a result of the changes made to maintenance operations in this Productivity Memorandum.

- (e) The parties have agreed on a list of items, attached below as Exhibit B, which are exceptions to the contracting out processes of Article XII, Section 10, and Exhibit B is incorporated as a part of this Memorandum. If the work described in Subparagraph (cc) is contracted out, it will be returned to the plant before a layoff of maintenance employees can occur.
 - (f) Job descriptions have been modified as necessary to implement the provisions of this Memo. The so-called “60-minute rule” in the job descriptions shall be completely eliminated. The parties have agreed on the contents of all maintenance job descriptions. Accordingly, Article XII, Section 10(d) shall apply to these revised descriptions. The descriptions shall not in any way affect the provisions of Paragraph 1(a), above, dealing with cross-craft work.
 - (g) The Company shall carefully consider the input of the Skilled Trades Committee in making decisions on hiring, qualifications, testing and other similar areas related to this Memorandum. However, in all cases the final decisions shall be up to the Company, consistent with the requirements of this Productivity Memorandum.
2. “Fixed Payment Rate” shall not be paid to Daywork-With-Incentive workers who are temporarily assigned out of class if the out of class assignment is to another Daywork-With-Incentive classification on which the employee is Previously Qualified. In such cases, the Daywork-With-Incentive rate for the assigned classification shall be paid.

Exhibit B

With reference to Article XII, Section 10, it is mutually understood that on the below items, contracting out of this work, whether on or off-site is permitted, notwithstanding the provisions of Section 10, and the Section 10 notification to the Union is not required. Company will maintain a log of contractor Purchase Orders, Contractor, Work Description and approx. duration of job. The Company will make a reasonable effort to provide copies of said log to the union, preferably electronically, in advance of the contractor beginning work. This action will meet all of the Company’s obligations with respect to Article XII, Section 10 for the items listed below.

- a) Engineering modifications desired for equipment improvements to increase machine reliability, efficiency, safety, quality, accuracy and cost reduction projects. It is understood that to enable efficient and accurate continued maintenance of equipment such modifications should be communicated and in many instances developed with the input of our skilled tradesmen.

b) Capital equipment upgrades and new installations.

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- c) Calendar Roll Grinding and reconditioning.
- d) All shafts, both large or small, when bearing or wearing surfaces must be brought up by metal spraying and re-machined to dimensions.
- e) Motors, fans, rotors, fly wheels, etc. that must be balanced for true running without vibration.
- f) Internal Mixer Inspections.
- g) Instruments, recording equipment and test equipment, both electric and pneumatic, which must be repaired and calibrated for accuracy against standard requirements. These types of instruments are used throughout the plant for checking instrumentation, controls, or processes for manufacturing.
- h) Pumps, Motors, Reducers and other Reconditionable parts, components and equipment sub-systems.
- i) Heat treating, specialized coating, or treatment of special parts, shafts, etc.
- j) Curing Press Inspections – This to include all work necessary to perform annual safety inspection requirements for all curing presses including trunions, bullgear and weld inspection.
- k) Overhauling, removal and/or replacement of heavy or major equipment which requires special equipment or skills and the related tasks to facilitate this work.
- l) Various mold repairs and modifications (re-machining, replacement of tread rings, re-cuts, venting pattern changes or re-design) when mold work volume exceeds practical in house capacity.
- m) Repairs to air conditioning, refrigeration and ventilation equipment.
- n) Repair of personnel and cargo elevators and preventive maintenance on same.
- o) Installation of roof drains, work on storm or sanitary sewer cleanout and underground piping and backflow prevention devices, etc.
- p) All welding repairs requiring R- Stamp or U-Stamp certification
- q) Installation and repair of fire protection sprinkler system other than minor repairs such as sprinkler head replacement.
- r) Maintenance or Installation work for Dock Equipment, OH Doors and Roofing or Roof Structure.

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- s) Installation of new or repair/maintenance to existing roads, parking areas, railroad beds, tracks, and grounds.
- t) Certified structural or pipe welding provided maintenance employees are not certified or available to perform work.
- u) Sheet metal work including ductwork installation, repair, modification, etc.
- v) All insulation work including removal and installation.
- w) All concrete work, specialized floor coatings and the preparation for such.
- x) All fence work to include installation, repair, and modification.
- y) All Power House refractory work and Boiler Repairs.
- z) Construction and Maintenance work related to Office or Plant Building including but not limited to general office renovations, painting (excluding production equipment), drywall work, cabinetry, floor treatment installations, glass installation/repairs etc.
- aa) Maintenance to Railroad Handling Equipment including Trackmobile utilized to move railcars on site.
- bb) Cleaning of equipment including Hydroblasting, Acidizing and other cleaning requiring special equipment to complete.
- cc) Fabrication, repair and installation of various tread trays, tire racks, tire storage tubs, material storage.
- dd) Construction/Repair/Renovation of facility restroom plumbing including water closets, sinks, fixtures and related plumbing, etc.
- ee) Off-site preventive maintenance of forklift, power truck and mobile equipment.

O. MEMORANDUM - WORK TEAMS

On an experimental basis, the local parties may mutually agree to establish operating work groups or teams or self-directed work teams or groups. Any such group or team must: be a joint endeavor; promote a workplace environment which will enhance safety, reduce stress, reduce levels of supervision; and provide workers with a greater opportunity to have input, responsibility and control over day-to-day operations.

It is understood that no such group or team may be implemented without the express written consent of the Company's Director of Labor Relations, and the Union's Executive Vice President of RPIC.

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P. MEMORANDUM - MACHINE ASSIGNMENT REQUEST

The following shall apply only to those operations in tire plants in which there was an established practice of machine (or “type of operation”) preference during the 1991-94 agreement. In addition, unless otherwise agreed at the local level, it shall apply only to operations in which there is an individual assignment of a single employee to a particular machine (it shall not apply in module, cell, multi-stage, multi-machine, or other group-assignment or group operation situations).

- (1) No later than one year following the last home machine preference under the 1996 Labor Agreement and once every year thereafter qualified employees then having over two years of service shall be permitted to a “home” machine assignment within their classification by filing a written request. The assignment of a “home” machine shall be made to those employees who filed a request, on the basis of seniority.
- (2) An employee with a “home” machine assignment shall begin each work day on his “home” machine. Over the course of each work day, the Company may, due to production requirements, product needs, material shortages, lack of supplies, or other good reasons, assign such an employee to an open machine or to an open “home” machine of another employee.
- (3) At the start of the shift it may be necessary to reassign employees from within a classification away from their “home” machines to other machines. To the greatest extent possible such reassignments shall be preferenced by seniority among the affected employees.
- (4) If an employee has been assigned to a machine other than his “home” machine, and his “home” machine is later placed back in operation, the Company will make reasonable efforts, after considering factors such as productivity, operational needs, and the time remaining in the shift, to give the employee the option to return to his “home” machine prior to the work being assigned to another employee.
- (5) Where the “home” machine assignment can no longer be applied by reason of the transfer, quit, death or retirement of an employee, the machine shall not be subject to the “home” machine assignment procedure described in paragraph (1) above until the next annual “home” machine assignment date. In addition to the annual “home” machine assignment date, an employee who is displaced from his “home” machine assignment because a machine within his classification is permanently discontinued, removed, or dismantled, as determined by plant management, shall be permitted to select a new “home” machine assignment within his classification on the basis of his seniority according to the provisions of Paragraph (1) above.
- (6) Any “home” machine assignment made pursuant to this Memorandum may be eliminated as a result of a change of process, design or equipment or other modification, which change or modification results in module, cell, multi-stage, multi-machine, or other

group-assignment or group operation situation covering the machine for which an assignment was made pursuant to this Memorandum.

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- (7) Nothing in this Memorandum shall be construed to limit any right of the Company to reconfigure operations, change processes, designs or equipment, or establish, terminate, or change to or from forms of module, cell, multi-stage, multi-machine, or other group-assignment or group operations.
- (8) No assignment of an individual to a machine nor any other action of the Company pursuant to paragraphs (2) through (6) above shall be done in an arbitrary, discriminatory or capricious manner.

Q. MEMORANDUM - LEAVE OF ABSENCE POLICY FOR INTERNATIONAL UNION EMPLOYEES

The subject of Company leaves of absence for employees who leave their employment with the Company to become employees or elected officials of the International Union was discussed by the parties during the negotiations.

- A. As a result of that discussion the parties have reached the following agreement with respect to any person who:
 - 1. First becomes an Officer or Director of the International Union after the effective date of this Agreement.
 - 2. Becomes an employee of the International Union and whose probationary period expires on or after the effective date of this Agreement.
- B. An individual described in paragraph 1 shall be granted a leave of absence from the Company concurrent with the period of his/her permanent employment with the International Union.
- C. Once an individual described in paragraph 1 is made a permanent employee of the International Union (by completing his probationary period) that person shall, from that point forward and while he/she retains his/her leave of absence status with the Company, not receive any service credit for Company pension purposes.
- D. Such person shall accumulate continuous service for purposes of recall to employment and for all other purposes under the Labor Agreement, except pensions, provided that he shall not be entitled to receive any contractual benefits during the period of his leave of absence or receive retiree health care benefits from the Company if he is eligible for coverage in the International Union health care plan for retirees.

R. MEMORANDUM - PLANT SPECIFIC CLARIFICATIONS AND UNDERSTANDINGS - LAVERGNE

The Agreement, including attachments and this Memorandum, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or unwritten, between the parties with respect to the LaVergne

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plant. Past practices presently in effect at the plant shall continue only to the extent not inconsistent with the express terms of this Agreement, including this Memorandum.

1. Hours and Overtime Provisions

- A. If a new Classification is established which did not previously exist, the first employee assigned to the Classification will carry his current hours into the Classification.
- B. Holiday premium time worked or refused will be balanced and kept separate. Overtime canvassing will be the same procedure as for daily overtime. During the term of this agreement, the first holiday premium time canvassed will be by seniority in the affected distribution group and once the hours worked are different, then the premium sheets will be balanced.
- C. Completed daily overtime canvass sheets will be made available to the Union for their review. After the review, if there is an issue with the canvass, a copy will be provided to the Union.
- D. The following is the Overtime Sign Up procedure for the duration of this Agreement for those employees who desire to work overtime. Employees not on the overtime sign up sheet will not be contacted.
 - 1. Overtime sign-up sheets will be posted in a mutually acceptable location in each department and will remain in that location unless otherwise notified, for those employees who desire to work overtime beginning each Sunday morning at 6:00 a.m.
 - 2. The signup sheets will be posted from Sunday at 6:00 a.m. through Thursday at 6:00 a.m., each week, by crew and classification. In line with normal working hours employees may sign up for less than 12 hour blocks of time, however, 12 hour block employees will be used first and then any block of hours required less than 12 hours. No canvass will be required of anyone not signed up on the weekly posting.
 - 3. On each Thursday or Friday, a copy of the completed signup sheet for that crew will be given to the appropriate Steward of that crew.
 - 4. Employee's who the Company needs to work overtime will be contacted before 6:00 a.m. on Sunday morning. At this time, the Company will verify their signature on the overtime signup sheet. Employee's whose name is on the sheet can refuse the overtime opportunity at this time; however, once an employee accepts the overtime, the employee will be obligated to work unless the employee notifies their respective supervisor forty-eight hours before the start of the overtime opportunity.

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5. The remaining employee's on the list will be contacted directly the following week when the need arises for overtime. Employee's whose name remains on the list and refuses the overtime opportunity at the time canvassed will not be disciplined.
6. When an employee is assigned to another classification, the company will not canvass that employee's classification for overtime, unless a complete canvass has been made in the classification he/she is assigned to. Exceptions will be situations which involves specific needs or unexpected absences (two (2)hours or less) during the shift.

2. Payment for Holidays Not Worked

- A. The four holidays designated by the parties for five-day operations in accordance with Article IX, Section 1(a)(1) will be Good Friday, Christmas Eve, the day after Christmas, and the 11th holiday will be the day after Thanksgiving.
- B. The holidays for seven-day operations in accordance with Article IX, Section 1(a)(2) will be Easter Sunday and the 11th holiday will be the Friday after Thanksgiving. In the event a birthday holiday designation occurs, employees will be permitted to be absent on their birthday for that calendar year. Birthdays falling on another designated holiday will be observed on the following day.

3. Jury Duty Shift Assignments

The following procedure was proposed, thoroughly discussed and agreed to during our 1996 CBA negotiations. This procedure was necessary since the Tennessee Code for Jury Duty requires employers to excuse or not schedule an employee to work his/her shift that immediately proceeds or follows his/her jury duty service. The procedure will be used when an employee notifies the department management that he/she has been selected for jury duty.

- A. The employee should be temporarily assigned to "F" crew as of the Sunday that starts their jury duty. The scheduled workdays would be Monday through Friday, from 8:00 a.m. to 4:00 p.m. unless both parties mutually agree to different hours (Example 6 a.m. 2 p.m.). This results in the following schedule:

Sunday - Off day
Monday through Friday - Scheduled work days
Saturday - Off day

- B. If the employee is excused from jury duty for any Monday through Friday workday, they are expected to report to their home department for assignment.

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- C. When the employee's tour of jury duty has been completed, they are to be reassigned to their prior crew as of the Sunday immediately following their jury duty obligation.
- D. Any time the employee's jury duty coincides with his regular four day week, a time card dated for the Saturday of that week should be recorded as jury duty for eight hours.

4. Training Rate

- A. The transfer rate shall be equal to the rate the employee is at in his present job grade, if the transfer is to a higher job grade. If the transfer is to a lower job grade, the rate would be that which is presently being paid or the qualified rate of the new job grade, whichever is lower. If the employee was previously qualified in the Classification in the past forty-eight (48) months, the transfer rate will be the qualified rate of the new job grade.
- B. An employee would remain at the applicable rate of the new job grade as established in paragraph A above. However, if after five (5) working days he is not performing at the level of progression commensurate with his rate, the employee would be reduced to the next lower progression level. If the transfer results from reduction of personnel affecting the employee, the same criteria stated in the preceding paragraph would apply. The recall rate shall be "B" rate in the Classification unless the employee was previously qualified in that Classification within the previous forty-eight (48) months. In such case, he would be brought back at the qualified rate of that Classification, however, at the end of five (5) working days; his rate may be adjusted down, if he is not producing at that level of production commensurate with his pay.
- C. Any employee in the learning rate of progression of any job grade must produce at the next qualifying level for ten (10) working days in order to be eligible to be progressed to the next higher level.
- D. When an employee accepts an assignment by management to perform work as a bargaining unit trainer he will generate \$1.00 an hour additional monies for the time spent on such assignment.

5. Vacation Shutdown

- A. During a vacation shutdown week when employees are required to work less than a full work week, the Company will only require employees to work portions of the work week which are consecutive days from the start or finish of the work week.
- B. The parties agree that the Company may continue to utilize an outside contractor to perform shrink wrapping cut-up bales of rubber.

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6. Non-Traditional Assignments

In the event employees cannot be placed under Article VI, Section 8(b), the Company will utilize them on non-traditional assignments if work is available. Non-traditional assignments may include the following:

1. Gather, record, input data
2. Assist in safety activities
3. Mail delivery/pick up
4. Take inventory
5. Clean trays
6. Paint
7. Tag room
8. Maintain Grounds, limited to picking up trash (not in rain or snow, and employees will be given enough notice to have ample clothing)
9. Cut strings from carts or equipment
10. Miscellaneous housekeeping – Limited to picking up trash from floor or break areas, minor sweeping and minor cleaning of and around equipment.

In the event Management identifies other non-traditional assignments, they will be reviewed with the Union for agreement prior to making any assignments on said newly identified non-traditional assignments.

Management will make assignments as necessary. Seniority will be honored before an employee is subject to being placed on medical leave of absence, provided he is capable of performing one of the non-traditional jobs within his seniority. The rate of pay will be per Article VI, Section 8(b).

7. Wage Application

- A. The Company agrees to establish a code to be used by tire builders assigned to the U-1 TAM in department #175 and the F-1 TAM in department #241, which will allow these builders to receive a higher wage rate equal to the SPL Classification.

- B. Management will provide a \$.25 per hour Carbon Black bonus to all production employees permanently assigned in department 112 and department 701.

8. Full-Time Union

- A. Any employee who becomes a permanent full-time employee of the United Steelworkers before January 1, 1998, will continue to accrue seniority as if covered by the leave of absence provisions contained in Article IV, Section 2(b) of the 1992 Collective Bargaining Agreement, and for all related pension and insurance benefits applicable there under.

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9. Seniority and Leave of Absence

- A. Regarding Article IV, Section 3(b)(4), the posting will consist of not less than 96 hours and ensure employees on all shifts adequate time for filing of transfer.
- B. When two or more employees have the same service date or adjusted service date, the tie shall be broken as follows: For employees hired prior to December 20, 1996, the procedure in use before that date shall be used. For employees hired on or after December 20, 1996, the employee with the earliest birth year, month and day shall be considered the most senior.
- C. The President, Vice President, Recording Secretary, Crew Representatives (4), Time Study Engineer, Safety Representative, Pension and Insurance Representative and members of the Grievance Committee shall be placed at the head of the Seniority List within their established departments for the duration of their terms of office. Upon expiration of their term in office, they shall revert to their previous seniority. This preferential seniority status applies only to layoff and shift preference in their Classification and may not be used for job bidding, overtime scheduling or other seniority moves. The Union Officers and other Union Representatives covered by this paragraph will be deemed to have the right to maintain their current Classification, or comparable work activity in case their Classification has been eliminated.

Upon request from the Union, when the Company provides notification of the plant wide transfer commencement and/or Key Job Selection, the Union will be allowed to observe the plant wide transfer and/or Key Job Selection while in the Labor Relation's process.

- D. Management will maintain a current list of separate departments in Labor Relations. The company maintains it's rights under Article IV Section 4. As a reference the following is a list of departments as of the effective date of this agreement:

112 – Banbury

122 – Calendaring

123 – Stock Cutting / Wire Winders / Bead Builders / DSB Builders

126 – Tuber / Cement house / Refiner

129 – Die Shop

139 – Final Inspection

169 – Curing

169 – Mold Shop

175 – Tire Building / IPI

701 – Receiving

714 – Stores

791 – Physical Distribution

Article XV – Memoranda of Agreement – Memorandum R

10. Vacations

- A. Employees who schedule a cycle which includes a holiday may elect to schedule an additional day.
- B. The Company, during the vacation scheduling period, will identify the number of flexible unit days scheduled by department, by crew. The flexible unit day liability will be determined in the same manner as provided in Article X, Section (5), however, in no case will the liability be less than two (2) per crew per month, nor more than one per crew per day unless allowed by the calculated flexible unit day liability. One additional Flex day, per month, will be added after the liability calculations. Beginning at 6 a.m. on the third Tuesday of October, and ending at 6 a.m. on Thursday of that week, employees of each crew will be allowed to request flex days in writing. The Company will then award the flex days from the requests submitted on the basis of seniority and departmental flex day liability. After 6:00 a.m. on that Thursday, all requests will be honored on a first come, first serve basis. Upon seventy two (72) hours notice and on a first come, first serve basis, an employee will be granted a flexible unit day if (1) flexible unit day liability is available, (2) a vacation level line day is available, subject to production requirements, or (3) management approves the absence. If less than seventy-two (72) hours notice is given, a request will be given due consideration and may be approved by management.
- C. All vacation designated to be used as flexible or unit day vacation will be paid at the time vacation is taken.
- D. An employee who transfers from one department/shift/classification to another during the vacation year must reschedule his vacation in the new department/ shift/classification based on available weeks, or have the option of keeping the vacation time already scheduled. Management will review case by case when more than three situations occur in the department.

11. Procedure for excusing Union Representatives

- A. The parties agree the existing LaVergne policies and practices will apply throughout the term of this agreement.

12. Lunch / Remote Areas

- A. The Company will continue the practice of allowing reasonable time in addition to the normal twenty minutes away from work for those employees where it has been recognized to be necessary because their work places are remote from lunch facilities. These include: Banbury, PSR / TBR Final Inspection and Warehouse.

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13. Personal Protective Equipment

The present shoe allowance practices will continue during the term of this agreement.

14. An employee, including an employee transferring into a classification, may, once during the period between the annual plant shift realignment dates set by the Company, exercise shift preference when a permanent opening occurs in his classification.

15. General Provisions

- A. Monthly departmental safety meetings, utilizing Mill and Calendar drills in appropriate department will be scheduled. Management recognized the desirability of having these meetings on shift and will schedule them on shift accordingly.

Each department will conduct two (2) emergency evacuation drills per year. These drills will be conducted as monthly safety meetings.

All Mills and Calendars will be rotated. Mill Drill teams will be properly trained and available at all times. Mill and Calendar stop tests will be scheduled and recorded in accordance with ANSI standard B 28.1-1967.

Results will be made available to the Union upon request. Records of Mill and Calendar rescue drills are maintained by the plant Safety Engineer. They are available for review by the Local Union Safety Representative.

Mill rescue kits and portapower jacks shall be examined during Monthly Mill Drills.

Appropriate tools and equipment will be available in each department.

- B. A plant emergency organization (PEO) has been established. The PEO will be adequately trained to respond to emergencies at the incipient and first responder stages.
- C. If an employee is assigned to a new classification, the Supervisor will review the S.O.P. with them prior to the employee being assigned to operate the equipment.
- D. The Company recognizes the potential hazards associated with asbestos, and wherever an acceptable alternative is available, will try to use it. However, with proper handling of the material, it is not a safety hazard. The Company will continually strive to insure that asbestos is properly handled.

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- E. The following provisions will not be implemented during the term of this Agreement unless otherwise agreed by the Company and the Union:

Article IV, Section 3(f) - “Key” Classification of tire building

Article VI - Those provisions relating to Day work-With-Incentive

Article VII – Day work-with-Incentive Off Standard Administration

Until such time as a Day work-with-Incentive system is agreed by the parties, the provisions of Article XV. D. Memorandum - New Time Study System shall be applied in a manner consistent with the principles for measured day work. Specifically, all terminology referring to incentive standards also applies to measured day work standards, with the exception that in determining allowed times, machine controlled elemental times will be leveled by applying a factor of 1.000 instead of 1.33 1/3.

- F. Within the context of this Agreement the term “job grade” shall be used to refer to the six (6) job grades of Production Operator, Senior Production Operator, Production Specialist, Production Leader, and Senior Production Leader and Warehouse Operator.
- G. Standard hours of work will be 6:00 a.m. to 6:00 p.m., and 6:00 p.m. to 6:00 a.m.
- H. The Company shall provide three (3) glass-enclosed, lockable bulletin boards to be used for posting legitimate Union business; the key will be readily available in a designated place. They will be located at the front entrance, the entrance from the back parking lot and the cafeteria hallway.
- I. The Company will continue the present practice of supplying job change notifications to the Union prior to the job change going into effect.
- J. Upon request, the union steward will be provided copies of any document employees are required to sign.
- K. The Company will allow the Union to provide one industrial bicycle for the Chief Stewards use. The Company will not be liable for damage or upkeep. Other than for identification purposes, the Union will not post propaganda on the industrial bicycle. In addition, the Union will abide by all policies and procedures regarding the safety and use of the bicycle.
- L. Data Provided to the Union: It is agreed that the Company will provide the Local Union with copies of pertinent information at the Labor Relations Level and/or the Departmental Level.

**AGREEMENT ON LAVERGNE PRODUCTIVITY
AND COST REDUCTION PROGRAM**

This Agreement is entered into this 13th day of November, 2009, between Bridgestone Americas Tire Operations, LLC on behalf of its LaVergne, TN plant (the “Company”) and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and its Local No. 1055L (collectively, the “Union.”).

PREAMBLE:

In the 2009 Master contract bargaining, the parties agreed, inter alia, on the terms of Letter T, which established a process for continuing bargaining at the LaVergne plant on a Program of productivity improvement and cost reduction (“the Program.”) That bargaining has taken place and has resulted in agreement on the following Program, subject to ratification by the Union under the process described in Letter T. This agreement shall supersede conflicting prior agreements or practices as well as any conflicting provisions of the Master Agreement. In case of any conflict with any other Memoranda, Agreements or practices, this agreement shall control. The Program has been negotiated and agreed upon in order to improve productivity and lower costs so that LaVergne can continue to operate and its teammates can continue their employment. However, the parties recognize that the Program is just a starting point and if LaVergne is to continue to operate beyond the life of this collective bargaining agreement, there must be significant commitment and dedication from management, the Union and all the teammates:

1. The Master collective bargaining agreement contains three different wage scales, identified as the “Prior Wage Structure,” the “New Wage Structure” (both contained in the Wage Agreement), and the “New Hire Wage” (contained in Letter Q.) This agreement eliminates those wage scales and replaces those wage scales with a “Revised Prior Wage Structure” (“RPWS”); a “Revised New Wage Structure” (“RNWS”); and a “Revised New Hire Wage” (“RNHW”), respectively. The RPWS, the RNWS, and the RNHW as of the date of this agreement are set forth in the attached Exhibit A.

At LaVergne, when the Master agreement, including without limitation the Wage Agreement, refers to Prior Wage Structure or New Wage Structure or New Hire Wage, the reference will now be to Revised Prior Wage Structure, Revised New Wage Structure, or Revised New Hire Wage, respectively. Without limiting the foregoing, Paragraph 8 of the LaVergne Memorandum of Agreement of February 12, 2009 and Paragraph 6 of the LaVergne Addendum to Memorandum of Agreement of July 9, 2009 provide that former employees on the “preferential rehire list” who return to work will return under the New Wage Structure. Notwithstanding those provisions, any such former employees (Preferential Hires) who return to work will be paid under the RNWS as listed on Exhibit A and will be subject to all the terms of this agreement. When a New Hire converts to a Regular Employee, he will be paid under the RNWS.

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2. Paragraph 7 of the 2009 Master Wage Agreement shall be modified as follows: Paragraphs H1, H2 and H4 will continue unchanged. Paragraphs H3, H6, H7, and H8 are deleted and will not continue in any form. Paragraph H5 will delete the second sentence but will otherwise continue. Paragraph H9 (a) and Paragraph H9 (c) will continue. Paragraph H9(b) will be deleted and will be replaced by the following: A) An employee on the RPWS in a Level 3-5 job will receive COLA in lump sum, not as an adjustment to base rate. B) An employee on the RNWS will receive COLA in the base rate until the wage rate reaches the level of the RPWS; after that time, COLA will be paid in lump sum, not as an adjustment to base rate. C) There may be a transitional quarter in which the RNWS reaches and surpasses the RPWS. In that quarter, COLA shall be paid in the base rate only up to the level of the RPWS and the balance for that quarter shall be paid in lump sum. Thereafter, COLA will be paid in lump sum. D) If there is a COLA adjustment in any quarter to be paid in a lump sum, the lump sum payment for that quarter shall be calculated as follows: the employee's previous 12 months straight time hours worked multiplied by the hourly COLA adjustment plus the employee's previous 12 months overtime hours worked (time and one-half, double time or triple time) multiplied by 150 percent of the hourly COLA adjustment. This lump sum payment will be made in four equal installments, with the first such payment on the Effective Date of Adjustment for the quarter in question, then the remaining three installments each calendar quarter on the next three Effective Dates of Adjustment. An employee who is not employed by the Company on the Effective Date of Adjustment on which the payment is to be made will not be eligible for and will not receive the installment payment. E) COLA adjustments under this paragraph will be at 70% or 100%, as set forth in Paragraph 6 of the Wage Agreement.

3. Paragraph 8.B of the 2007 Master Wage Agreement provided that; "All current job classifications have been assigned to one of the [5] Job Levels" listed in that Wage Agreement. That assignment took place regardless of whether the incumbent(s) of the classification at the time were Regular Employees or New Hires. A job classification will receive the COLA treatment described in the above Paragraph 2 based on the Job Level to which the classification was assigned in the 2007 agreement (unless subsequently modified by agreement of the parties, or by job combination or similar reason.) The Company has provided the Union with a list showing the Job Level to which each job classification is assigned as of the date of this agreement.

4. All employees who are or will be eligible for more than 2 weeks of paid vacation shall reduce their eligibility for paid vacation by one full week, e.g. an employee who is currently eligible for 4 weeks of paid vacation shall now be eligible for only 3 weeks of paid vacation. The reduced week will be converted to an unpaid week away from work. It shall be scheduled during the summer or Christmas-New Year shutdown period designated by the Company under Article X, Section 4; if both summer and Christmas-New Year shutdowns are scheduled in the same vacation year, the Company will designate which shutdown is to be scheduled under this Paragraph. The unpaid time shall be calculated as 36 hours of vacation time for employees on 12-hour shifts (continuous operations or otherwise) and deducted from the paid vacation conversion amounts set forth in Article XV, Memorandum H, regardless of the amount of time actually away from work during the shutdown. Similarly, the unpaid time shall be calculated as 40 hours of vacation time for employees on 40 hour weeks and deducted from the paid vacation

time described in Article X, Section 1, regardless of the amount of time actually away from work during the shutdown. The

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mechanics of scheduling shall be covered by Article X, Section 4. The Company will not pay Supplemental Unemployment Benefits for the unpaid week away from work.

5. The parties have agreed that the Company may conduct a restudy of all tire room jobs to reflect the increased breadth of variation in tire size and complexity that has developed over time. This restudy will eliminate the current practice of a blended standard for most or all tires and shall instead establish a unique standard for each tire or standards by groups (such as 17.5, 19.5, 22.5, and 24.5), as determined by Industrial Engineering. In order to expedite this restudy, the provisions of Article XV.D. Memorandum – New Time Study System and Paragraph 15. E of the parties local Memorandum (Memorandum R) shall be modified in accordance with the principles set forth in attached Exhibit B. Any dispute over the results of this restudy which is processed under Article VI, Section 6 and Article XI, Section 5 may only challenge the application and usage of the items listed on Exhibit B and no other portions of the New Time Study System. The parties recognize that the restudy will take a lengthy period of time to complete and will work together to expedite the process. The restudy is being done under these principles in order to expedite the restudy results. The parties understand that without the modifications to the New Time Study System under this Paragraph, it would take longer to achieve the financial results of restudy and under those circumstances the Program would have required greater cost reductions in other areas, possibly including greater wage cuts than those agreed upon in Paragraph 1.

6. The parties have agreed on particular provisions regarding the separate maintenance unit. That agreement is reflected in attached Exhibit E, which is incorporated herein. As noted in Exhibit E, the parties agreement on the maintenance unit is contingent on reaching agreement on a complete CBA and P&I.

7. The Company may elect, for all or part of the plant, to extend a shift for twenty minutes (e.g., a 12 hour shift will become a 12 1/3 hour shift; a 10-hour shift will become a 10 1/3 hour shift; and an 8 hour shift will become an 8 1/3 hour shift), either at the beginning or the end of the shift, one day a week for each crew (or portion of a crew not working on 12-hour continuous operations). This shift extension shall be in addition to the monthly shift meetings permitted under the provisions of Article VIII, Section (a)(2). On the day of the shift extension, the 20 minute lunch period shall be unpaid, notwithstanding the provisions of Article VI, Section 2 or Article XV, Memorandum H, so that on that day the employee will be paid 8, 10 or 12 hours pay, as applicable, for working a full shift. This shift extension will not be counted as an incident of mandatory overtime under the limitations of Article VIII, Section 1(c) of the Master Agreement.

8. The parties have agreed on a Plant Protection Letter for the LaVergne plant in the form attached hereto as Exhibit C and incorporated herein as part of this agreement.

9. The Company may elect to offer buyouts to as many as 40 employees, excluding employees in jobs in Level 5. The financial terms of this buyout will be a lump sum cash payment, subject to normal taxes, withholding and any other legal requirements, in the gross

amount of \$25,000 per person. Excluding the amount of the payment and the timing of release (see below), the principles

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and requirements set forth in Letter R of the Master Agreement (“Des Moines Voluntary Separation Program”) will apply to these offers. In addition, the following will apply to the LaVergne offers: The offers will be made to employees in order of seniority with a goal of obtaining 40 volunteers in Levels 1, 2, 3 and 4. (Employees in Level 5 jobs are not eligible for this offer.) The number of volunteers in Tire Building shall be limited to no more than 10. In its sole discretion the Company may permit more than a total of 40 volunteers. If there are not at least 20 volunteers, the Company shall have the discretion to cancel the buyout program entirely. If the Company elects to fill a vacancy created by a volunteer accepting the buyout, the vacancy shall be filled in the following manner: a) the Company will create a pool of former employees who are on the “preferential rehire” list under the provisions of the February 12 or July 9 Memoranda; the number of former employees in the pool shall be equal to the number of vacancies to be filled; b) in order of seniority, the rehire employees will be placed in any job for which they are “previously qualified”; c) vacancies remaining after this previously qualified placement will be filled under the provisions of Article IV dealing with job posting; d) the remaining former employees in the pool will then be placed in any job for which they are previously qualified and any vacancies remaining thereafter will be filled in order of seniority. In order to receive the buyout payment, the volunteer must work until a date acceptable to the Company but not later than 90 days after the deadline established by the Company for the individual employee’s acceptance of the buyout program, which deadline is currently expected to be approximately January 2, 2010. The parties have agreed that this buyout program is not in conflict with the provisions of Exhibit C.

10. This agreement will become effective immediately upon ratification, with the ratification process as specified in Letter T.

Bill Phillips
Vice President Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Lou Patterson

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Exhibit A

	WH		PO		SPO		PS		PL		SPL
Incumbent in Old Definition											
Revised Prior Wage Structure ("RPWS")	\$ 18.03	\$	-	\$	\$ 22.23	\$	\$ 22.58	\$	\$ 22.93	\$	\$ 23.82

Revised New Wage Structure ("RNWS")	Levels	1	2	3	4	5
(Including Preferential Hires)		\$ 13.80	\$ 14.80	\$ 20.24	\$ 21.14	\$ 22.89

Revised New Hire Wage *	Levels	1	2	3	4	5
("RNHS")						
Year 1		\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80
Year 2		\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80
Year 3		\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80	\$ 13.80
Year 4		\$ 13.80	\$ 14.80	\$ 20.24	\$ 21.14	\$ 22.89
Year 5		\$ 13.80	\$ 14.80	\$ 20.24	\$ 21.14	\$ 22.89

* Years 4 & 5 (of service) are the same as RNWS. "Years" refers to the employee's years of service.

EXHIBIT B

**MODIFICATIONS TO NEW TIME STUDY MEMORANDUM FOR
RE STUDY OF TIRE ROOM JOBS**

Miscellaneous delays remain as is (no study, no change in delay percentage).

No requirement for monitors with clock time showing during video studies.

All machine elements subject to restudy and change or not, at company discretion.

All material change frequencies will change to match tire spec if there is a significant variation.

Material change elements will be reviewed for by size variation and changed if significantly different.

Number of machines studied and number of observations used are at the sole discretion of Industrial Engineering.

The following is a list of elements expected to be revised:

POS SW/ABR THROUGH NOW

SPLICE FIRST SW

STITCH FIRST SW

SPLICE SECOND SW

STITCH SECOND SW

PULL OUT & POS. I/L

SPLICE I/L ENDS

ASIDE TIRE TO CONVEYOR

SPLICE ENDS 1ST WR

SPLICE ENDS 2ND WR

GET B.P. END, POS ON DRUM

CUT B.P.

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SPLICE B.P.

PAT DOWN B.P.

CUT #1 PLY SPA

SPLICE ENDS #1 SPA

GET TRD, TO TRD LOADING DEVICE

POS & GUIDE INTO SERVER

WIND DOWN W.R. LINER

CUT #2 PLY

STITCH #2 PLY

CUT #3 & #4 PLIES

SPLICE #3 & #4 PLIES

SPLICE TRD ENDS

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EXHIBIT C

Mr. Lou Patterson
USW, Local 1055L
P.O. Box 1436
LaVergne, TN 37086

Re: Plant Protection

Dear Mr. Patterson:

This letter will confirm understandings reached during the 2009 Master contract negotiations and the subsequent Letter T negotiations with respect to the continued operation of the LaVergne plant. In those negotiations, the Union expressed concern about job security. To deal with these concerns and in exchange for the commitments contained in the LaVergne Agreement on Productivity and Cost Improvement Program (the “Agreement”), the Company has agreed to the following commitments for the period specified in the last paragraph below:

1. Plant Protection

A. No Plant Closure.

The Company agrees that there will not be a plant closure at the LaVergne, Tennessee plant.

B. Minimum Staffing Level.

The Company agrees to maintain a minimum bargaining unit staffing level at the LaVergne plant. The minimum bargaining unit staffing level is determined as follows:

- (i) For the production bargaining unit, the Company agrees to maintain a Minimum Staffing level at the LaVergne plant which shall be 90% of the number of fulltime bargaining unit employees on the plant’s production unit active payroll as of the date of ratification of the Agreement less (a) the number of fulltime equivalent employees employed from time-to-time as New Hire I’s under Letter Q, and (b) any reduction in the number of fulltime employees directly resulting from the capital investments made pursuant to this Letter, and (c) any reduction in the number of fulltime employees resulting from other productivity improvements mutually agreed to by the parties in 2009 negotiations, or thereafter. No reduction from current staffing levels shall occur except by normal attrition or except for the buyout program, if any, under the Agreement. For purposes of the preceding sentence only, the parties have agreed that “normal attrition” includes employees awaiting placement under Article IV,

Section 1(j) of the Master CBA. This Letter will not affect the Company's ability to utilize Article IV,

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Section 5(b) to reduce the schedule due to production requirements as described therein.

C. Capital Spending.

The Company will invest capital expenditures (including expenditures for molds) as needed to maintain the business, and/or improve the productivity and competitive status of the LaVergne plant, and to source its premium brands in order to increase the plant's long term viability. The allocation and timing of such capital expenditures shall be solely at the discretion of the Company.

D. Ticket Protection.

The LaVergne plant will continue to produce at least 90% of its ticket as of the date of ratification of the Agreement.

E. Information.

The Company shall, on a semi-annual basis at the interim meetings or otherwise, provide the Union with a report documenting its compliance with this Letter and shall, upon request, provide the Union with any information reasonably requested that allows the Union to monitor such compliance, recognizing that some or all of this information may be confidential or proprietary and that the information will remain confidential and be used only for purposes consistent with this letter.

F. Duration.

This Letter Agreement shall terminate upon the termination of the parties' Master Collective Bargaining Agreement or on July 18, 2013, whichever date is earlier. Further, the Company's commitments at the LaVergne plant may be terminated prior to expiration of this letter if the Company's performance is made infeasible by an Act of God. Nothing in this Letter shall preclude the Company from selling the LaVergne plant, consistent with the successorship clause of the parties' Master Collective Bargaining Agreement.

2. For purposes of this Letter Agreement, the "Company" shall be "Bridgestone Americas Tire Operations, LLC."

Sincerely,

Bill Phillips
Vice President Labor Relations & Benefits

Agreed: _____
Lou Patterson

EXHIBIT D

**PENSION & INSURANCE AGREEMENT
2009 LAVERGNE MAINTENANCE SUMMARY**

PART II, ARTICLE I – Health Incentive Plan

1. \$5 increase on office visit copay PCP @ \$25 and Specialist @ \$30
2. Well baby care benefit extension from 24 months to 25 months
3. Prescription Drug Plan

Add a separate \$100 individual/\$200 family deductible for prescription drugs
Add mail order requirement on maintenance drugs after 3 retail refills
Add non-sedating antihistamines to 50% copayment category
Exclusion for sexual dysfunction drugs

4. Weekly employee premiums

Single	\$11
Employee & Spouse	\$21
Employee & child(ren)	\$20
Family	\$34

PART II, ARTICLE IV – Insurance

1. Basic & AD&D increase from \$40,000 to \$45,000

PART II, ARTICLE V – Accident & Sickness

1. Payable after 3 calendar days and 2 scheduled work day wait

LETTERS OF UNDERSTANDING

1. Letter #1 – Dental premiums set to cover everything except surgical procedures (18% of cost)

Individual Monthly premiums increase from \$16.02 to \$20.46
Family Monthly premiums increase from \$41.04 to \$52.42
Employee Premiums for years after 2010 to be set @82% of the cost.

2. (New) Letter #5 – National Healthcare Letter
3. (New) Letter #6 – PPA Letter

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EXHIBIT E

The LaVergne plant has a separate bargaining unit covering the maintenance employees. The parties have not concluded bargaining on the 2009 CBA or P&I for that unit, but are hopeful of doing so shortly. In the course of that bargaining, and subject to agreement on all CBA and P&I issues, the parties have agreed that : A) the “split payroll week” provisions of Article VIII of the Master agreement will be applicable to maintenance employees who work on 12-hour shifts; and B) the 2009 changes to the maintenance unit benefit plans described in attached Exhibit D, expressly including without limitation the active employee premiums, shall apply to the maintenance bargaining unit. Also contingent on reaching agreement on all CBA and P&I issues, the parties have agreed that the maintenance unit shall receive Plant Protection as described in Exhibit C, except that the Minimum Staffing shall be at 95% of the number of fulltime employees in the maintenance unit on the active payroll as of the date of ratification of the maintenance CBA.

Letter A – Miscellaneous Subjects

A. LETTER - Miscellaneous Subjects

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This Letter will confirm understandings reached during the current Master Contract Negotiations with respect to the following subjects:

1. Leaves of Absence - Credit Union

A leave of absence will be granted to an employee, with one or more years of service, who is an officer on full-time duty with a Local Credit Union. The leave shall be for a period of not more than one year (or for a two year period if the term of office is a two year period) subject to renewal upon written application. An employee on such leave shall accumulate seniority and when his tenure in such office has ended must make application for reinstatement within twenty calendar days, whereupon he shall be placed on his previous or comparable work, consistent with his seniority, provided he is able to do the work.

The procedure for excusing other than full-time officers of a Local Credit Union may be arranged at the local level, with the understanding that requests will be made in advance to permit planning for replacement on the job. (4-22-65)

An employee on the above leave of absence who is unable to return to work at the expiration of such leave, or any extension thereof because of illness or injury occurring during the leave of absence shall prior to the expiration of the leave of absence or as soon thereafter as possible furnish due proof of his inability to return to work and shall accumulate seniority for an additional period of two years. During this period he shall be subject to layoff and recall according to his seniority. (6-22-73)

2. Incentives Exclusions - Skilled Trades

For the term of this Agreement, skilled trades classifications will not be placed on incentives, except by agreement of the parties. (4-24-63 Rev. 12-13-96)

3. Restoration of Service

The letter given to the Union November 17, 1956, on the subject of Restoration of Service is considered by the parties to continue in effect. (4-22-65)

Letter A – Miscellaneous Subjects

4. Seniority Accumulation/Transfer/Bargaining Unit

It is understood that an employee who was transferred from the bargaining unit to supervisory or other confidential work between April 22, 1965, and April 22, 1967, and who, at the time of such transfer, had less than forty-five days' seniority, shall not accumulate seniority as provided in Article IV, Section 1(e). (7-20-67)

5. Union Dues Deduction/A&S

This letter will confirm understandings reached during the current negotiations that if, during the life of this Agreement, the Constitution of the International Union should be changed so as to require the payment of dues from members who are receiving Accident and Sickness Benefits and it is established that the deduction of dues from such payment is legally permissible, the Company will, upon request from the International Union, develop a procedure for establishing a program under which dues will be deducted from such payments. (7-20-67 Rev. 6-22-73 Rev. 8-27-76 Rev. 7-14-79 Rev. 12-13-96)

6. Worker's Compensation Eligibility

This letter will confirm our understanding that an employee who is on leave of absence pursuant to Article IV, Section 2 (b) or an employee excused from work pursuant to Article VI, Section 13, Article XI, Section 9 or Article XII, Section 11, who incurs an injury while in the factory will be considered covered by a worker's compensation law as if he were an employee working in the factory.

Authorized Local Union Representatives in attendance at Company sponsored conferences and Joint Labor Management Committee meetings occurring after the date of this letter will be considered covered by a worker's compensation law. (6-22-73 Rev. 5-6-85 Rev. 12-13-96)

7. Review of Medical Information

The Company recognizes the necessity to review, in the Employment Office with designated Union representatives, medical information kept in that office relative to an employee's employment status. (7-14-79)

8. Partial Plant Closure

A partial plant closure shall be deemed to be: (a) a complete and permanent discontinuance of a specific product resulting in the permanent layoff of ten percent or more employees of the total work force in a Manufacturing Plant with no reasonable likelihood of these employees being recalled within one year or, (b) a permanent layoff of thirty percent or more employees of the total work force in a Manufacturing Plant with no reasonable likelihood of these employees being recalled within one year. The terms and conditions of this Agreement shall be applicable to a partial plant closure in the same manner as a complete and permanent plant closure.

Letter A – Miscellaneous Subjects

The interpretation of this definition and the procedures for application will be discussed by the Company and the Union. (7-14-79 Rev. 5-1-82)

9. Excusing Union Representatives

The procedure for excusing Union representatives on either a full-time or part-time basis may be agreed to at the local level, with the understanding that requests will be made well in advance to permit planning for replacement on the job and will include the general purpose for such absence.

10. Paid Union Time

The Company will provide 240 hours of paid Union time each week at plants which have greater than 1400 bargaining unit employees; 200 hours of paid Union time each week at plants which have greater than 1000 but less than 1400 bargaining unit employees; 180 hours of paid Union time for plants which have greater than 500 but less than 1000 bargaining unit employees; 120 hours of paid Union time each week at plants which have fewer than 500 but more than 250 bargaining unit employees; and 100 hours of paid Union time at plants that have 250 or fewer bargaining unit employees. The number of employees at each plant will be calculated on December 31 to determine the level of paid Union time for the following year and shall include employees on the active payroll, employees receiving accident and sickness benefits, employees on leave of absence and employees on layoff with recall rights.

There shall be allowed a carry-over of such unused hours from week to week, provided that at no time shall the number of unused paid Union time hours exceed four weeks of paid Union time hours. Any paid Union time hours not used at the time of contract expiration shall be reduced to zero.

The applicable rate of pay for such hours shall be an individual's Daywork Basic Wage Rate unless the Fixed Payment Rate as defined in the Wage Agreement applies. Paid Union time shall be treated as hours worked for the Company for all purposes of the Pension and Insurance Agreement.

Payment shall be made only to representatives designated on a current written list as furnished by the Union. The Union shall submit the list to the local Labor Relations office weekly. The list will show the employee's name, date, and the actual number of hours used by such representative for employee representational purposes, for which compensation is sought.

The local Labor Relations office shall approve requests for payments made in conformity with this letter of Agreement. The above understandings are in addition to those contained in Article VI, Section 13. (9/21/00)

11. Supplemental Unemployment Benefits

The Company will provide a Supplemental Unemployment Benefit ("SUB") to an employee with at least two years of seniority in an amount which, when added to his State System Benefit,

Letter A – Miscellaneous Subjects

will equal eighty percent of an employee's Average Weekly Wage for each week for which he is eligible for a State System Benefit. It is understood that this Supplemental Unemployment Benefit is contingent upon receipt of the State System Unemployment-Compensation Benefit, except that if the only reason for ineligibility is the exhaustion of the State System Benefit the Company will nevertheless make the payment up to the specified limit as if the State System Benefit was not exhausted. It is further understood that for employees with at least two (2) years of seniority and ten (10) years or less of seniority the Supplemental Unemployment Benefit shall be limited to a total of twenty-six weeks, without regard to any extension of the number of weeks the employee may receive the State System Benefit.

The Company will pay a Supplemental Unemployment Benefit to employees who have more than ten (10) and less than twenty (20) years of seniority in an amount equal to eighty percent of an employee's Average Weekly Wage, for up to thirteen additional weeks, for each week the employee is eligible for a State System Benefit, or would have been eligible but for the exhaustion of such State System Benefit. The Company will pay a Supplemental Unemployment Benefit to employees who have more than twenty (20) years of Seniority in an amount equal to eighty percent of an employee's Average Weekly Wage, for up to thirteen weeks in addition to the thirteen weeks provided in the preceding sentence, for each week for which the employee is eligible for a State System Benefit, or would have been eligible but for the exhaustion of such State System Benefit. In all cases, any governmental extension of benefits beyond the base 26 week period shall not operate to extend the length of the Company's obligation.

For purposes of this letter, an employee's Average Weekly Wage means an amount equal to the taxable wages paid to the individual during that quarter of his Base Period in which such taxable wages were the highest, divided by the number of weeks in such quarter. For purposes of this letter, an employee's Base Period means the first four of the last five completed calendar quarters immediately preceding the first day of an individual's eligibility for benefits.

This Supplemental Unemployment Benefit will not be paid to any employee for any period of disciplinary suspension or disciplinary layoff, regardless of the employee's eligibility, if any, for a State System Unemployment Compensation Benefit.

12. Medically Restricted - Warehouse Assignment

The issue of the permanent placement of individuals with medical restrictions in the Warehouse was raised by the Union. The Union expressed concern that the Company was placing such individuals in the Warehouse as a result of the Warehouse wage rate.

The Company's practice has not been to permanently assign individuals with medical restrictions to Warehouse jobs because of the lower Warehouse rate. The Company agrees that it will not alter this practice and will not assign such employees permanently to the Warehouse in order to subject them to the Warehouse rate. (9/21/00)

Letter A – Miscellaneous Subjects

13. Paychecks and Deposit Slips

When distributed in the plant, employee paychecks or proof of deposit slips (for employees with direct deposit of paychecks) will be contained in an envelope to maintain confidentiality. Any plant located in a jurisdiction which permits mandatory use of the direct deposit system, potentially including a payroll debit card feature, 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 elimination of hard copy documents, such as paychecks and proof of deposition slips, wherever possible. However, an employee covered by direct deposit may request a hard copy of his pay stub. If he does so, the hard copy will be provided to the guardhouse or similar central location and may be picked up by the employee.

Yours truly,

**Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Letter B – Plant Closure

B. LETTER - Plant Closure

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the period of the Collective Bargaining Agreement dated October 2, 2009, it may be necessary for Bridgestone Americas Tire Operations, LLC to close a plant in full or in part as defined in Part IV, Paragraph 4 of the Pension and Insurance Agreement. The Company will advise the Union when such a closure is scheduled. The Union can expect this notice to be given at least six months prior to the scheduled closure.

The Company recognizes that the Union may desire to discuss what action they may take to continue the operations beyond the scheduled closure. If the closure continues on schedule, the Company recognizes that the Union may desire procedures for an orderly closure.

The Company recognizes that plant closure will be a proper subject for an existing plant Joint Labor Management Committee. In those plants not having a Joint Labor Management Committee a committee may be established for the purpose of the discussions outlined in the preceding paragraph.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter C – USW/PAC Deduction

C. LETTER - USW/PAC Deduction

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm the understanding of the parties with regard to PAC Voluntary Contributions Check-off as set forth below:

- A. Beginning with the month immediately following the month of the effective date of this Agreement, the Company shall deduct voluntary contributions to the USW 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.
- B. The Company shall mail to the USW/PAC Administrative Office (Five Gateway Center, Pittsburgh, PA 15222) within fifteen calendar days following the ending date of any pay period in which such deductions are made pursuant to the provisions of this Letter, a report listing the names, social security numbers, addresses and amounts of deductions for USW/PAC contributions which have been withheld pursuant to this Letter during the immediately preceding payroll period.
- C. The Company will remit to the Treasurer of the USW/PAC, at Five Gate Center, Pittsburgh, PA 15522, such voluntary contributions to the USW Political Action Fund within fifteen (15) calendar days following the ending date of any month during which any deduction has been made for USW/PAC contributions.
- D.1. The signing of USW/PAC check-off form and the making of voluntary contributions to the USW/PAC are not conditions of membership in the Union or of employment with the Company.
2. The USW Political Action Committee, which is connected with the USW, a labor organization, and the AFL-CIO’s Committee Of Political Education (COPE), solicit and accept only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues funds of the Union or of the AFL-CIO. Those separate and segregated funds are used for political purposes including but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

Letter C – USW/PAC Deduction

- E. It is understood that the parties acknowledged that the costs of implementing and administrating the USW/PAC check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program were incorporated by the Company in its valuation of the December 13, 1996 collective bargaining negotiations settlement. The Union, however, will be responsible for the costs of printing and distributing voluntary USW/PAC wage deduction authorization forms.

- F. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise as a result of the agreements in this Letter.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter D – Employee Assistance Program

D. LETTER - Employee Assistance Program

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm the understanding reached between the parties with respect to establishing an Employee Assistance Program (EAP) at each facility.

Each facility shall develop an approach to employee problems that is most comfortable for them. The following basic components are to be included in each program:

The EAP is to be administered and supported equally by the full commitment of the Union Executive Board and Management.

Employees will be referred to facilities and programs that provide the necessary treatment that focus on education, that develop peer support and long term follow-up.

The EAP should be thoroughly communicated to all associates.

Confidentiality shall not be breached.

Application shall be consistent and even handed.

Assistance will be provided within the specific limitations established for maximum claims for individual and for the number of times an individual may participate in the program.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter E – Gainsharing Plan

E. LETTER - Gainsharing Plan

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This Letter confirms our understanding with regard to the ongoing right of the Company, during the term of this Agreement, to implement or otherwise modify gainsharing plans covering employees at a local plant. Prior to such implementation or modification of a gainsharing plan at a local plant, the Company shall notify the Union and meet to discuss the terms of the plan with the Union.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter F – Warehouse

F. LETTER - Warehouse

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the 2009 Negotiations, the parties agreed to the following provision for expediting the movement of warehouse employees desiring to move to production classifications.

In order to facilitate the warehouse employee's decision to remain in the warehouse or to move to another department, the following exemptions to the restrictions in Article IV will apply to the warehouse personnel as of the effective date of this Agreement.

Warehouse employees, within thirty calendar days of the effective date of the new Agreement, must submit a transfer request for all departments in the plant except the warehouse. Failure to submit the required transfer requests will result in the employee's immediate eligibility for the warehouse rate consistent with Item (5) of the Wage Agreement and the exemptions to the restrictions of Article IV.

Employees assigned to the warehouse classification on the effective date of the July 8, 2005 Agreement are exempt from the time limit restriction for transfer contained in Article IV, Section 3 (a) & (b).

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter G – Family and Medical Leave Policy

G. LETTER - Family and Medical Leave Policy

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

Effective February 5, 1994, eligible employees, as defined under the federal Family and Medical Leave Act (“FMLA”), are entitled to up to a total of twelve weeks of unpaid leave during any twelve-month period. FMLA leave may be taken by eligible employees for the following reasons:

1. Birth or adoption of a child or the placement of a child for foster care;
2. To care for a spouse, child or parent of the employee due to a serious health condition;
3. A serious health condition of the employee.

Employees will have their own individual twelve-month periods, measured backwards from the date a requested leave would begin. The combined leave of a husband and wife who both work for the Company is limited to twelve weeks for leave due to the birth, adoption or placement of a child or to care for an ill parent (but not a parent-in-law).

The Company may require, or the employee may elect, to substitute for unpaid FMLA leave any accrued and unused paid leave, except that the Company will not require this substitution during the waiting period for A&S.

In the event that such use of paid leave results in inadequate paid leave to cover scheduled facility shutdown(s), an employee will be deemed to be on voluntary unpaid vacation during such shutdowns. When paid leave is substituted, the FMLA leave period is not extended. FMLA leave runs concurrently with any substituted paid leave period. Any period during which an employee receives benefits such as A&S or workers’ compensation benefits is treated as “paid leave” for purposes of this Section and counted against the employee’s FMLA leave entitlement.

Time on FMLA leave (other than where accrued and unused vacation is applied) will not be considered hours worked or days worked and thus will not be included in determining or calculating certain benefits, including vacation entitlement, plant-wide bonus plan or credited service calculations under applicable benefit plans (or eligibility for additional FMLA leave).

Seniority and/or Company service will accrue during FMLA leave during those periods for which paid leave has been substituted in accordance with this Section, subject to other maximum paid leave provisions under the contract or other applicable benefit plans. Seniority and/or

Letter G – Family and Medical Leave Policy

Company service will accrue for unpaid FMLA leave in accordance with applicable unpaid personal leave of absence provisions.

Notwithstanding any contrary contract provision or provision of any employee benefit plan, the Company will continue medical coverage during the period of the FMLA leave period, subject to any applicable contribution by the employee.

The Employee is required to provide the Company with at least thirty calendar days advance written notice before FMLA leave begins if the need for the leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.

The Company will require medical certification of a need for leave under this Policy. In addition the Company has the right to require a second opinion at the Company's expense. If the second opinion conflicts with the initial certification, a third opinion, at the Company's expense, may be sought, which shall be final and binding. The third health care provider must be designated or approved jointly by the employer and the employee after a good faith effort by both parties to agree on the provider. Failure to provide certification shall cause any leave taken to be treated as called for under the Attendance Program.

Employees may request FMLA leave for time periods other than consecutive weeks when medically necessary or with the Company's agreement in the case of the birth, adoption or foster placement of a child. In these circumstances, the Company may assign the employee to another position (and, for employees represented by a collective bargaining agent, a job either inside or outside of the bargaining unit) and/or adjust the employee's schedule without unduly disrupting the employer's operations (subject to the approval of the health care provider) to better accommodate the leave request or eliminate the need for using FMLA leave.

The Company may adopt reasonable procedures in accordance with the FMLA, including leave for planned medical treatment, periodic status reports (no more often than every 30 days, at the Company's expense) and recertification of medical conditions while on leave. An employee's failure to follow these procedures or to fulfill his or her other obligations under this Section, including a failure to return to work as scheduled, will subject the employee to discipline, up to and including termination.

To accommodate an employee's FMLA leave request, the Company may temporarily transfer another employee. The temporarily transferred employee may be displaced to reinstate the employee returning from FMLA leave.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must provide a certificate of fitness to return to his/her regular job.

An employee returning from FMLA leave will be reinstated to the same or an equivalent position, consistent with seniority as permitted by the FMLA. However, employees on FMLA leave have no greater right to reinstatement to any position than if they had remained on active status.

Letter G – Family and Medical Leave Policy

Employees who choose not to return to employment from leave will have their health insurance terminated and will be required to repay any health insurance premium paid on their behalf during any period of unpaid leave in accordance with applicable regulations.

The provisions of this Section are in response to the federal FMLA. The Company shall grant an employee any greater benefits provided under any state or local law, provided the employee satisfies all eligibility and other requirements of the applicable state law.

The Company shall have no obligation to provide any medical or other confidential information to any person to the extent the Company deems such information to be confidential, unless the Company is presented with a valid release from the employee(s) whose records are sought.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter H – Grievance Procedure

H. LETTER - Grievance Procedure

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During our recently completed negotiations with respect to the grievance procedure, the parties discussed the problem of compliance with the time limitations of the procedure in the event of a plant shutdown. Accordingly, it was agreed that the time limitations, will exclude the duration of any shutdown of a plant (or substantial portion thereof) which exceeds two days in length.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter I – Grievance Procedure

I. LETTER - Grievance Procedure

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During our recently completed contract negotiations, the issue of group grievances was raised. As we agreed, the Company will continue to process such grievances in the same manner that they have been processed and handled in the past.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter J – Grievance Procedure

J. LETTER - Grievance Procedure

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm understandings reached during the current Master Contract Negotiations with respect to the following subject:

GRIEVANCE PROCEDURE.

1. In the event there is a clerical error adversely affecting an employee's pay, the error will be corrected when brought to management's attention regardless of the time limitations contained in the grievance procedure.
2. The parties agree to the principle that all relevant information shall be disclosed as early as possible during the grievance procedure. Neither party shall attempt to use the element of surprise. When newly discovered evidence becomes available, the party seeking to utilize such information shall notify the other party of its existence as soon as possible.

Yours truly,

**Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Letter K – Personnel Notification

K. LETTER - Personnel Notification

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm understandings reached during the current Master Contract Negotiations with respect to the following subject:

PERSONNEL NOTIFICATION.

The Union shall provide the Company written notice immediately upon the change of any Union officer, representative, committee member or any other Union position. The Company shall provide the Union with comparable notice upon the change of any members of supervision or management within production or Labor Relations departments.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter L – Nurse Practitioners

L. LETTER - Nurse Practitioners

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm understandings reached during the current Master Contract Negotiations with respect to the following subject:

NURSE PRACTITIONERS.

In states where nurse practitioners are licensed to practice by the state government, the Company will accept documentation provided by such practitioners under Paragraph D of the Attendance Program on the same basis as the Company has accepted such certification from doctors. The same principle will apply to documentation regarding medical clearance to return to work.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter M – Vacation Payment

M. LETTER - Vacation Payment

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm understandings reached during the current Master Contract Negotiations with respect to the following subject:

VACATION PAYMENT.

The parties have agreed that: a) in seven-day operations, if an employee takes two or more consecutive weeks of vacation, the employee will receive a separate check for each week of vacation; b) full weeks of vacation will be paid on the normal payroll date immediately prior to the vacation; and c) a unit day of vacation will be paid on the normal payroll date covering the period when the day is taken. These agreements affect only the timing or method of vacation payment and do not affect the substantive provisions in the collective bargaining agreement regarding eligibility and scheduling of vacations.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter N – (Moved to Article XII, Section 4(c))

N. LETTER – (Moved to Article XII, Section 4(c))

Letter O – Public Policy Activities

O. LETTER – Public Policy Activities

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the 2009 Master negotiations, the subject of Public Policy Activities was discussed. The parties agreed to the following:

1. Effective October 1, 2005, the Company and Union hereby agree to establish a jointly administered Public Policy Fund (PPF) pursuant to the following guidelines.

a. Purpose and Mission: The purpose of the Fund shall be:

- (1) To promote public policies of mutual interests to the Company and the Union on subjects such as health care, legacy costs, and other public policy issues of importance to Labor and Management;**
- (2) To contribute to and promote a constructive relationship between the parties; and**
- (3) To assist the Company and Union in pursuing resolution to matters of mutual concern that are not readily susceptible to resolution through collective bargaining.**

b. The PPF will pursue its mission through labor-management cooperative endeavors such as public and political education, issue advocacy, research, and the coordination of such activities with other like-minded groups.

c. The PPF will be administered by a governing committee comprised of six (6) members.

- (1) Three (3) members of the PPF governing committee will be selected by the Company and will include the Vice President of Labor Relations. Three (3) members of the PPF governing committee will be selected by the Union and will include the Vice President of the R/PIC.**
- (2) The Vice President of Labor Relations and the Vice President of the R/PIC will serve as co-chairpersons of the PPF governing committee**

Letter O – Public Policy Activities

- (3) The co-chairpersons of the PPF governing committee will develop a progress report to track PPF activities as well as accrued obligations and expenditures. The co-chairpersons will submit this report at least twice annually to Company and Union attendees at the regularly scheduled Company-Union Interim meetings.**
- d. The PPF will be financed as follows:**
- (1) Funds required to support the mission will be drawn from an account dedicated exclusively to the PPF.**
 - (2) Commencing on the effective date of October 1, 2005, the PPF will be financed by \$.10 for each hour worked by all bargaining unit employees covered by this Master Agreement.**
 - (3) Expenditures from the PPF account will be subject to the approval by mutual agreement of the members of the PPF governing committee.**
 - (4) It is expected that a portion of the contributions to the PPF account shall, at the Union's request, be allocated to the industry-wide coalition described below.**

2. Industry Wide Activities

- a. The Company agrees to join an Industry-wide Labor Management Committee (IWC) effective upon the agreement of at least one other major tire company's agreement to join such committee.**
- b. The parties agree that the IWC will serve as a focal point for industry-wide joint activities as agreed to by all of the parties in the IWC. The parties will continue to pursue other activities separately as appropriate, as described in Section 1 above.**
- c. The IWC will have a Governing Board consisting of an equal number of Union and Company representatives. The Board will be co-chaired by the President of the USW and by a Company representative selected by the participating companies.**
- d. All activities conducted under the banner of the IWC shall be subject to approval by the full Governing Board.**

Letter O – Public Policy Activities

- e. **The parties will jointly recruit all tire and rubber companies and others to join the organization under the terms described in this Letter. The Company agrees to work with the other participating companies so that the Company representatives on the Governing Board will represent the interests of all participating companies.**

Yours truly,

**Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Agreed: _____
Randy Boulton

Letter P – Institute For Career Development

P. LETTER – Institute For Career Development

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the 2009 Master negotiations, the following understanding was reached concerning the USW-Bridgestone Firestone Institute For Career Development:

1. Establishment

Effective July 1, 2005, the Union and the Company established the USW-Bridgestone Firestone Institute for Career Development (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

Commencing on the effective date of July 1, 2005, the Institute will be financed by \$0.10 contribution for each hour of work by all bargaining unit employees covered by this Master Agreement. These funds shall be allocated to the program at each of the facilities covered

Letter P – Institute For Career Development

by this Agreement on the basis of the number of hours worked at each such facility by bargaining unit employees covered by this Master Agreement.

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 each of the Local Joint Committees shall receive a report with the same information for their plant or Local Union, as the case may be.

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

Letter P – Institute For Career Development

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,

**Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Agreed:_____
Randy Boulton

Letter Q – New Hires

Q. LETTER –New Hires

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This will confirm the parties' agreement in the 2009 Master Contract negotiations concerning the status and treatment of employees hired after April 26, 2007 ("New Hires") and certain Supplemental Workers hired before that date. Specifically, the parties have agreed that the Company may, from time-to-time, hire New Hires on a full- or part-time basis to work hours, schedules, and/or work assignments to be determined by the Company in the manner and subject to the terms and conditions described below. After completion of the period as a New Hire, the employee will be converted to a "Regular Employee," as set forth in Paragraph 21, below. Except as otherwise provided in this Letter Agreement, the parties' Collective Bargaining Agreement shall apply to New Hires in all respects. This Letter will not apply to maintenance (skilled trades) job classifications, except as provided in Paragraph 29.

Definitions

For purposes of this Letter, the following definitions apply:

- a) "New Hire" shall be an employee with less than five years of employment.
- b) "New Hire I" shall be an employee with less than 90 days of employment.
- c) "New Hire II" shall be an employee with 90 days of employment but less than three years of employment. In the case of early conversion under Paragraph 16 (below), a New Hire II may have less than 90 days of employment.
- d) "New Hire III" shall be an employee with three years of employment but less than five years of employment.
- e) "Regular Employee" shall be an employee with five or more years of employment.
- f) "Year of employment" shall be twelve months on the active payroll, except that for an employee who works on a part-time basis the time period will be extended on a pro-rata basis to reflect that part-time work. For example, six months spent working twenty hours per week on the active payroll in a five-day operation shall count as three months on the active payroll for purposes of this Letter.

Letter Q – New Hires

g) This Letter only applies to employees hired after April 26, 2007 and to certain Supplemental Workers hired before that date under Paragraph 23 (Transition).

New Hire I

1. The number of New Hire I's employed at each plant shall not exceed ten percent (10%) of the total number of Regular, New Hire II, and New Hire III Master bargaining unit employees on the active payroll at that plant ("Cap Number"). This Cap Number may change from time to time as the number of bargaining unit employees on the active payroll changes. The number of New Hire I's shall be calculated on a full-time equivalency basis by dividing the total number of hours worked by New Hire I's in a two-week period by eighty (80) hours at plants working eight-hour shifts, or by eighty-four (84) hours at plants working twelve-hour shifts.
2. Upon hiring, a full-time New Hire I or II shall be a probationary employee until such time as the New Hire I or II completes 180 calendar days service, as set forth in Article IV, Section 1(b) of the Master Agreement. Upon hiring, a part-time New Hire I shall be a probationary employee until such time as he completes one thousand (1,000) hours worked. After completion of the applicable period, the New Hire I shall be eligible to use the parties' grievance and arbitration procedures to the same extent as a Regular Employee.
3. Article IV will not apply to New Hire I's in any respect, including without limitation the provisions on seniority for job/shift selection, job bidding/posting and other job movement. In addition, New Hire I's will not be eligible for vacations, supplemental unemployment benefits (SUB), floating holidays (designated by the parties at the local level), tuition reimbursement, jury duty pay, bereavement pay, or military makeup pay.
4. Regarding holidays designated in Article IX, Section 1(a) of the parties' Master Agreement (seven fixed holidays under Section 1(a)(1) for five-day operations and nine fixed holidays under Section 1(a)(2) for seven-day operations), full-time New Hire I's and all New Hire II's and III's shall receive full contractual holiday pay if they meet the requirements of Article IX; part-time New Hire I's shall receive 50% of contractual holiday pay if they meet the requirements of Article IX. Solely for purposes of Paragraphs 4 and 5 of this Letter, a full-time New Hire I is a New Hire I who regularly works at least 40 hours per week; a part-time New Hire I is a New Hire I who regularly works less than those hours.
5. Full-time New Hire I's shall be eligible for premium pay; part-time New Hire I's shall not be eligible for premium pay (except statutory overtime) and shall not receive credited hours for overtime for any purpose. New Hire I's shall be eligible to request unpaid personal leaves of absence for one or more weeks each year.
6. The Company may use flexible work schedules to accommodate New Hire I's who are students.
7. New Hire I's will be covered by Parts I and III of the parties' Pension and Insurance Agreement but will receive no other benefits under that Agreement, except as provided in subparagraph (b) and except that New Hire I's who are the son or daughter of a regular full-time

Letter Q – New Hires

employee, who are under age twenty-seven (27), and who have never been married shall not be disqualified for coverage otherwise provided to a legal dependent of an employee.

8. Offers of conversion from New Hire I to New Hire II may be made, in the Company's sole discretion, prior to the end of the 90 day New Hire I period; any such offer, if made, will be made in order of original hire date. A New Hire I may decline conversion to New Hire II (regular or early) and remain as a New Hire I indefinitely beyond the 90 day period. Where a New Hire I so declines he or she may not be offered conversion to New Hire II again for six months. Article XII, Section 21 and Memorandum F of the parties' Collective Bargaining Agreement provides for a preferential hiring list for employees from other plants; a New Hire I cannot be hired externally if there is anyone on the preferential hiring list at that plant.

9. When a New Hire I, who has worked part-time, converts to a New Hire II, his/her hours worked as a New Hire I will be used to establish an adjusted hire date for benefit and seniority purposes. Such adjusted hire date will be based on the actual hours the New Hire I has worked as a proportion of full-time hours (2,080 hours per year at plants with 5-day operations and 2,184 hours per year at plants with 7-day continuous operations). For example, an employee who has worked 1,040 hours per year for two years at a 5-day plant will be given an adjusted hire date showing one year of service.

10. The rate of pay for New Hire I's at the LaVergne, TN, and Des Moines, IA plants will be a flat rate of \$13.00 per hour. The rate of pay for New Hire I's at the Akron, OH, and Russellville, AR, plants will be a flat rate of \$11.00, \$11.50, and \$11.50 per hour, respectively. The parties' Wage Agreement shall not apply to New Hire I's, except that C.O.L.A. provisions will apply, with all C.O.L.A. adjustments made at 70% of the adjustment.

11. To be eligible for a position as a New Hire I an applicant must be at least eighteen (18) years of age and meet the same qualification standards as any applicant for a full-time regular position, except that dependents of Regular Employees will not be given a pre-employment interview.

12. Preferential hiring consideration for New Hire I's will be given to eligible candidates in the following order:

- a) **Dependents of Regular bargaining unit employees;**
- b) **Dependents of retired bargaining unit employees;**
- c) **Family members of Regular bargaining unit employees who are students;**
- d) **Family members of retired bargaining unit employees who are students;**
- e) **Dependents of salaried employees;**
- f) **Dependents of retired salaried employees;**
- g) **Family members of active salaried employees who are students;**
- h) **Family members of retired salaried employees who are students.**

For purposes of preferential hiring consideration: "dependents" shall be defined as a current spouse or a son or daughter, without reference to the definition contained in the Pension

and Insurance Agreement; “students” shall be defined as those who are enrolled in a college, university,

Letter Q – New Hires

trade or vocational school, or other form of post-secondary education; and “family members” shall refer to those relationships set out in Article VI, Section 12 of the parties’ Collective Bargaining Agreement.

Preferential hiring consideration is limited to the dependents and family members of Regular and retired plant employees, and extends only to the plant location where the Regular and/or retired employee worked. Should excess applicants exist within any single category listed above, a random selection process will be used to determine those given preferential hiring consideration.

If available positions remain unfilled after exhaustion of the above preferences, the Company may recruit from any source.

13. New Hire I’s will not be used to displace current employees. Positions for which New Hire I’s or II’s may be used at each plant shall be organized into two identifying groups.

- (a) **Group 1 shall include job classifications at the plant that may be performed primarily, or exclusively, by New Hire I’s or II’s.**
- (b) **Group 2 shall include any other job classification, except maintenance and other skilled classifications.**
- (c) **When openings occur within Group 1, instead of posting, the position may be filled using New Hire I’s or II’s either from an external hire or by transferring a New Hire I or II from Group 2.**
- (d) **When openings occur in Group 2, the job will be posted and the procedures of Article IV of the parties’ Collective Bargaining Agreement will be completed. Thereafter, the position may be filled by using an existing New Hire I or II, or by hiring a New Hire I, unless the Cap Number has been reached.**
- (e) **A New Hire I or II may be assigned any work in the plant, except maintenance (skilled trades), and may be placed in any job classification subject to the above posting restrictions. A New Hire I in a Key Class job will not receive Key Class protection in case of layoff. If New Hire I’s or II’s are laid off, they will be laid off in reverse order of original hire date, i.e. most recent hired is first laid off.**

Letter Q – New Hires

14. The following identifies job classifications in Group 1 by plant location. Modifications to this list may be made at each plant by mutual agreement between the Local Union and the Company.

Akron:	Custodians;
Des Moines:	124 62B, 124 32B, 124 38F, 139 42D, 139 46D, 139 46K, 148 35C, 169 59H, 401 86B, 412 86E, 422 83B, 426 86A, 426 33F, 426 34K, 426 35J, 458 67E, 731 66C, 793 59C, 793 68B;
LaVergne:	Stock Attendant, Compounder, 8x10 Booker, Reprocessor, TBR Dope/Truck; TBR Care/Sort/TUO Operator, Receiving Trucker, Warehouse Operator, TBR Tire Room Service and Utility; Reroll
Russellville:	Tube Preparation/Splicer, Cure Press Operator, Preparation Trucker, and Warehouse;

15. For purposes of calculating paid Union time under Article XV Memorandum of Agreement Letter A, Paragraph 10, the total New Hire I hours worked will be converted to “equivalent full-time employees” in accordance with paragraph 1 of this Letter.

New Hire II

16. After 90 days of employment, a New Hire I will be converted to a “New Hire II.” (Conversion from a New Hire I to a New Hire II can occur earlier in the Company’s sole discretion, as noted above.) New Hire II’s may not be part-time. Conversion to a New Hire II will not change the employee’s job classification. A New Hire II can be placed in any job classification in the plant, subject to Paragraph 13 above. A New Hire II in a Key Class job will receive Key Class protection in case of layoff. A New Hire II will be paid the same wage rate as a New Hire I. The parties’ Wage Agreement shall not apply to New Hire II’s, except that C.O.L.A. provisions shall apply, with all C.O.L.A. adjustments made at 70% of the adjustment.

17. (a) A New Hire II will be eligible to participate in the medical coverage described in Appendix 3 of the Health Incentive Plan in the Pension and Insurance Agreement. (The Appendix 3 coverage is hereinafter referred to as the “New Hire Medical Plan.”) Participation in the New Hire Medical Plan will be with the same premiums being paid by Regular Employees under their plan but such a New Hire II will not be eligible to participate in any other medical coverage provided under the Pension and Insurance Agreement. When he becomes eligible to participate in the New Hire Medical Plan, an employee hired after April 26, 2007, will not be eligible for the dependent medical coverage described above in Paragraph 7.

(b) New Hire II’s and III’s will be covered by Parts I and III of the Pension and Insurance Agreements, but will receive no other benefits under that Agreement except for the New Hire Medical Plan. New Hire II’s will also be eligible for floating holidays (designated by the parties at

Letter Q – New Hires

the local level), military makeup pay, jury duty pay, and funeral leave (excused but unpaid). New Hire II's will not be eligible for SUB or tuition reimbursement, and will not be covered by Article IV of the Master Agreement. After one year of employment, a New Hire II will be eligible for one week of vacation (40 hours if paid on 4 or 5-day operations, and 36 hours if paid on 7-day, continuous operations), effective at the start of the next vacation year after reaching the qualification date. After two years of employment, New Hire II's are eligible for two weeks of vacation (40 hours per week if paid on 4 or 5-day operations, and 36 per week hours if paid on 7-day, continuous operations), effective at the start of the next vacation year after reaching the qualification date. A New Hire II shall become eligible for A&S benefits after one year of employment, provided that such benefits shall be limited to 26 weeks of coverage in a rolling twelve month period.

New Hire III

18. After three years of employment, a New Hire II will be converted to a New Hire III. He will remain a New Hire III until he has reached five years of employment. Conversion to a New Hire III will not change the employee's job classification. A New Hire III in a Key Class job will receive Key Class protection in case of layoff.

19. (a) New Hire III's will be paid under the New Wage Structure as set forth in the parties' Wage Agreement, including either 70% or 100% C.O.L.A. adjustments.

(b) The benefits described in Paragraph 17, above, for New Hire II's will continue for New Hire III's.

20. A New Hire III will be covered by Article IV of the Master Agreement. Upon conversion to New Hire III, the employee will have the following choices:

(a) **Within ten days from his conversion, the employee may claim the job classification he is in at the time of his conversion without that job being posted. Such a claim will be treated as a voluntary job move under Article IV, Section 3, and subject to the one year restrictions in Section 3(a) and (b) starting on the day the decision is made.**

Or

(b) **The employee may decline the claim under (a) and, instead, exercise his rights under Article IV, Section 3 when a permanent opening occurs elsewhere in the plant. During the period between his conversion and his Section 3 exercise, the employee may be placed in any job classification in the plant, except maintenance (skilled trades).**

In either event, a New Hire III will be covered by Article VI, Section 4(c).

21. After a total of five years of employment, a New Hire III will become a Regular Employee with all contract rights and benefits, except that: (a) he will be paid under the New

Wage Structure; (b) he will stay under the New Hire Medical Plan; (c) he will not be covered by the Regular Employee Medical Plan; and (d) his vacation will be capped at four weeks.

Letter Q – New Hires

22. Incentive pay. At Des Moines, the Incentive Base Wage Rate (“IBWR”) for New Hire I’s and II’s shall be \$6.10; the IBWR for New Hire III’s and New Hire III’s converted to Regular Employees will be: Dept. 135, \$10.97; Dept. 179, 231 and 370, \$9.26. The bottom of the card for the New Wage Rate Structure (excluding New Hire I’s and II’s) shall be: Dept. 135, \$4.92; Dept. 179, \$6.78; Dept. 231, \$7.02; and Dept. 370, \$6.94. Future C.O.L.A. adjustments that are included in the Basic Wage Rate will be applied to these bottom of the card amounts. The Fixed Payment Rate, where applicable, for New Hire I and II’s at Des Moines shall be \$2.00 added to the New Hire I and II Daywork Basic Wage Rate (\$13.00 plus C.O.L.A.). The Fixed Payment Rate for New Hire III’s and Regular Employees converted from New Hire III’s at Des Moines shall continue unchanged under Paragraph 5 of the Wage Agreement.

Transition

23. A Supplemental Worker hired before April 26, 2007, on that date became a New Hire I and remains a New Hire I until either: (a) he reaches 90 days of employment, with full credit for time on the active payroll prior to April 26, 2007; or (b) until the Company chooses to convert him to a New Hire II, whichever is earlier. Thereafter, the former Supplemental Worker will be covered by the New Hire provisions set forth above. If such a former Supplemental Worker is, on April 26, 2007, at a wage level higher than called for by this Letter or by the New Wage Structure, that employee will be red circled at the higher rate but will not receive future C.O.L.A. adjustments until the rate under this Letter or the New Wage Structure catches up to the red circle rate, or until the employee moves to a permanent job with a New Wage Structure rate higher than the red circle rate, at which time the red circle is permanently terminated. The employee will thereafter be paid either under this Letter or the New Wage Structure.

Miscellaneous

24. Except for Key Class protection, as specified above, New Hires will not receive layoff protection of any kind and are specifically not protected from layoff by any Plant Protection Letter, even if applicable to their plant.

25. Hours worked by New Hires will be used to calculate contributions under Article XV, Memorandum G - Health and Safety Program, and the contributions under the Public Policy Committee and the Institute for Career Development.

26. This letter shall not affect Regular Employees’ rights covered by Article IV, Section 1(j).

27. If a New Hire I or II is to be moved to a permanent Group 1 job on the day shift, Regular Employees and New Hire III’s within that classification on night shift shall first be given the opportunity, by seniority, to exercise shift preference to that day shift job.

28. Employees on the preferential hire list under Article XII, Section 21, who were Regular Employees at their original plant, and, who are hired into a plant will be treated as Regular Employees and will not be subject to this New Hire Letter. The applicable Wage Structure of such persons will be determined under the Wage Agreement.

Letter Q – New Hires

29. A maintenance (skilled trades) employee may be reduced in force out of maintenance (skilled trades). Since as a maintenance employee he was a Regular Employee for all purposes (even if he has less than 5 years of employment), the former reduced maintenance employee will continue to be treated as a Regular Employee. He may displace a New Hire I or II under Article IV, Section 3(n), even though the New Hire I or II may have an earlier hire date.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Randy Boulton

Letter R – Des Moines Voluntary Separation Program

R. LETTER – Des Moines Voluntary Separation Program

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Re: Des Moines Voluntary Separation Program

Dear Mr. Boulton:

In the 2009 Master Contract negotiations, the parties agreed on certain provisions concerning the Des Moines plant, which are set out in this letter.

The parties recognized that there may be a mutual interest between the Company and the employees for some employees to accept a voluntary permanent separation from employment, including retirement for those so eligible, in exchange for payment under a voluntary separation program. Accordingly, the parties have agreed that the Company may, at its sole option, offer such a program to Des Moines employees. The total number of employees who may accept the program will be determined by the Company but may not exceed 200.

If the Company elects to offer the program, the program shall be as follows:

1. Each employee will receive a lump sum cash payment equal to two weeks pay for each full year of service, with a minimum payment of eight weeks pay and a maximum payment of forty weeks pay. A “weeks pay” shall be the employee’s Basic Wage Rate times 40 hours. The payment will be subject to normal withholding.
2. The employee must work until a date acceptable to the Company but not later than 90 days after the employee accepts the program, at which time the employee will resign or retire.
3. The employee must sign an appropriate Release.
4. Because this program is a permanent separation of employment, employees who accept the Program will not be eligible for Supplemental Unemployment Benefits under Paragraph 11 of Letter A. Such employees also are not eligible for continuation of medical coverage after this permanent separation of employment, unless the employee is eligible for retirement.

This program, if offered, will be available to skilled craft employees, although the Company may have a separate limit, within the 200 limit, for skilled crafts only. If the number

of offers extended by the Company is less than the number of employees who wish to accept the program,

Letter R – Des Moines Voluntary Separation Program

the candidates will be selected by seniority, with separate seniority allocation for skilled crafts and production employees. The program will not be made available to New Hires. The program may be offered on more than one occasion, providing the Company applies the limits on the number of employees to be separated.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Randy Boulton

Letter S – Signatory Letter

S. LETTER – Signatory Letter

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter will confirm our agreement regarding Bridgestone Americas Tire Operations, LLC, who is signatory to the Master collective bargaining agreement with the United Steelworkers dated October 2, 2009. Specifically, it is agreed that this corporation shall not during the term of that agreement, materially decrease its consolidated net worth.

Yours truly,

**Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Agreed: _____
Randy Boulton

Letter T – LaVergne

T. LETTER - LaVergne

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Re: Cost Improvement /Plant Protection-LaVergne

Dear Mr. Boulton:

During the 2009 Master contract negotiations the parties discussed at length the relationship between the ability of the Company to provide plant protection and a particular plant's productivity, competitiveness and cost structure. Pursuant to the parties' agreement, the LaVergne, Tennessee plant is not currently a Protected Plant. The parties have agreed, however, that the employees at that plant can choose to become a Protected Plant for the life of this Agreement by increasing productivity and competitiveness and lowering cost. The Company will agree to make LaVergne a Protected Plant, if the employees so choose, under the following circumstances.

The parties have bargained extensively on a Program of productivity improvement and cost reduction (the "Program.") That bargaining will continue for up to 60 days after ratification of the Master Agreement in an attempt to reach agreement on the terms of the Program. Either party may terminate that bargaining at any time upon 5 days notice to the other party. If no agreement is reached, LaVergne will not be a Protected Plant. If no agreement is reached, LaVergne will not be a Protected Plant. If an agreement is reached, the parties will utilize the process described in the following paragraph.

If agreed upon, the Program will be jointly presented and explained to all employees. The employees will then vote, in a secret ballot election conducted by the Union in a manner similar to a ratification vote, on whether to accept or reject the Program. All LaVergne production bargaining unit employees covered by the Master CBA will be eligible to vote. The vote will be decided by a majority of those who cast ballots. The choice on the ballot will be to accept or reject the Program. If the Program is accepted, then LaVergne will receive plant protection for the life of the 2009 Master collective bargaining agreement. The Program will then be promptly implemented. If the Program is rejected, it will not be implemented and LaVergne will continue to be a non-Protected Plant.

**Yours truly,
Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC**

Agreed:

Randy Boulton

Letter U – Closure of Non-Protected Plants

U. LETTER – Closure of Non-Protected Plants

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This will confirm our discussions in the 2009 Master negotiations concerning the possible closure of any Non-Protected Plants during the life of this Agreement. In the event a closure were to occur, the parties have agreed to use the Oklahoma City Memorandum of Agreement as a model for the closure memorandum at any Non-Protected Plant. However, the parties have recognized that in determining the level of benefits to be provided under this model, adequate adjustments must be made to reflect any lower wage rates, in comparison to Oklahoma City, at the Non-Protected Plant to be closed.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Randy Boulton

Letter V – 4 Day/10 Hour Shifts

V. LETTER – 4 Day/10 Hour Shifts

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

This will confirm our discussions during the 2009 Master 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 14

The 4 day/10 hour shift will only be used on a Monday-Thursday week or a Tuesday-Friday week. For a Tuesday-Friday week, work on Saturday shall be treated as work on Saturday under Article XII, Section 14; work on Monday will be voluntary. For a Monday-Thursday week, work on Friday shall be treated as work on Saturday under Article XII, Section 14; work on Saturday shall be voluntary. For both Monday-Thursday and Tuesday-Friday weeks, work on Sunday shall be treated as it is in five-day operations.

2. Article VI, Section 2 (Lunch and Rest Periods)

In addition to the lunch and rest periods specified for an 8-hour day in Article VI, Section 2, 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.

3. Article VI, Section 2 (Armed Forces)

Compensation will be paid for time lost while on such duty not to exceed sixteen days annually.

4. Article VI, Section 12 (Death-in-Family)

Employees shall be entitled to receive three consecutive working days off with 30 hours of pay, or one day off with 10 hours of pay in accordance with Article VI, Section 12.

Letter V – 4 Day/10 Hour Shifts

5. Article IX (Holidays)

For an employee assigned to 4 day/10 hour work weeks, holidays shall be scheduled locally, but shall match the production schedule as far as possible. For employees assigned to 4 day/10 hour work weeks, the hours of payment shall be: (i) in the case of any holiday falling in a vacation shutdown period, eight hours; (ii) in the case of holidays not falling in a vacation shutdown period: (a) ten hours in the case of a holiday falling on one of his regularly scheduled work days; or (b) eight hours in the case of a holiday falling on one of his regularly scheduled days off. Holidays that fall on a regularly scheduled day off will not be included in the calculation of overtime. Except as provided herein, the remaining provisions regarding holidays applicable to five-day operations shall apply to four-day workweeks.

6. Article X (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.

7. Article VIII, Section 2

There shall be no daily overtime. Overtime shall be paid in the manner specified in this Agreement for 12-hour shift operations.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Randy Boulton

Letter W – Layoff and Recall Procedure

W. LETTER – Layoff and Recall Procedure

October 2, 2009

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the 2009 Master contract negotiations, the parties discussed, and reached agreement upon, modified layoff and recall procedures. These procedures, which are referenced in Article IV, Sections 3(n)(1) and 5(a), and shall be in effect for the duration of this Agreement, are set forth below.

A. Communications Process

1. The company will provide notice to each shift regarding the following as applicable: which classifications are initially affected by the reduction, the opt out of the department procedure, optional layoff procedure, and job preference procedures, the time any forms must be submitted for such purposes, notice that all classification and transfer requests are frozen to those on file, any known openings that will be filled at the same time the reduction is occurring, and that permanent medical restrictions will be frozen as of the dates the preference forms are due.
2. All opt out, optional layoff, and preference forms, must be submitted by the end of the second day of work following the above notice for each crew.
3. If one is off work on the first notice day but still an active employee, the shift steward/union representative will be provided a list of such individuals and may be solicited to assist with contacting those absent and collecting their forms. The same time periods apply to these individuals as to those at work.
4. Anyone inactive on the date the preference forms are due shall not participate in the process until their return to work or if having already returned to work after the day the forms are due shall be placed after the end of the process.
5. If any time period is not met, the company shall make the decision for that individual in order to move the process along without delay.
6. Key class language remains unchanged.

7. The timing of whether to fill any vacancies before or after the reduction process remains with the company.

Letter W – Layoff and Recall Procedure

Intradepartment Process

- B. Reduction within the department with no openings in that department
1. Optional layoff and opt out of department:
 - a. Allow opt out of the department or optional layoff for anyone in a classification that is reduced up to the total number in that classification to be reduced. However, the company may elect to cap the number of volunteers at no more than 10% of that classification with the understanding that at least one person may opt out or elect optional layoff regardless of the cap being invoked.
 - b. Optional layoff does not apply to a New Hire 1 or 2.
 - c. No one can be considered optional who would otherwise have been laid off by the reduction/layoff process. (May affect status for recall purposes.)
 2. The remaining excess above the required staffing level needed in reduced classification(s) and any that opted out of the department will participate in the interdepartmental process.
- C. If a reduction in classification(s) with openings in other classifications occurs, refer to section E herein.

Interdepartmental Process Following Intradepartmental Steps as Applicable Above

- D. No openings within any other departments
1. Prepare an excess list (A) of those who were reduced from a classification in their department and have the seniority to remain in the plant or opted out of their department. New Hire 1 & 2 employees whether in key classifications or not shall be reduced first.
 2. Prepare a list (B) of the classifications held by those who do not have the seniority to remain in the plant.
 3. Identify those in list A that are previously qualified to obtain a key classification in list B. Any such individuals will be assigned to such classifications by seniority preference. If any one is previously qualified for more than one key classification, he or she shall be assigned by seniority preference.
 - a) If the number on list B of individuals holding key classifications exceeds the number previously qualified on list A, add the next senior person(s) not previously identified for layoff to list B.

Letter W – Layoff and Recall Procedure

- b) However, if one who is previously qualified and would otherwise be laid off is senior to a person who is otherwise saved by holding a key classification, that more senior person will be placed in the classification instead.
4. Those on list A shall rank their preference on the form provided for classifications on list B. Preferences shall be honored in seniority order with the following clarifications:
- a) Those on list A shall first be assigned by seniority preference to any classification on list B within their own department unless they opted out of their department. If no preference is indicated for a classification within their department, the company will make the election.
 - b) Anyone holding a key classification (except NH-1&2's) on list B not removed by a previously qualified person from list A shall not be laid off.
 - c) Anyone not providing a preference or enough preferences will be assigned a classification by the company.
 - d) Anyone with medical restrictions will be placed in a classification on list B that they can perform at the discretion of the company. Anyone unable to obtain a classification due to medical restrictions shall be laid off. Attempt to identify anyone on list A with such restrictions prior to awarding preferences. Remove the most senior person on list B for each such identified individual. If this issue is not identified in advance, the senior person who would have otherwise been laid off shall be placed in any remaining classification after all preferences are awarded.
 - e) Only active employees may exercise such preferences. When anyone inactive is released to return to work and they no longer have the seniority to hold their classification but hold seniority to work in the plant, they shall:
 - 1. First, be placed in any opening in their department
 - 2. If there are no openings in their department, they will be placed in openings in other departments
 - 3. If there are no openings in the plant, the company may place them as “excess” within a classification or allow them to bump the most junior employee in their department who then bumps the most junior in the plant.
5. The company may retain for up to 30 days the person in a classification it deems best for the purposes of training others.

Letter W – Layoff and Recall Procedure

- E. When openings to be filled exist
1. Identify the number within each classification to be filled. Add these classifications to List B and reduce the classifications held by the most senior on List B by same number. Any elections are by seniority preference.
 - a) Example 1: Reducing 4 people in one department only and have 4 openings, since they are the only ones composing List A and the openings negate all people from List B, they go into the open classifications.
 - b) Example 2: Reducing 4 people and have 6 openings: The 4 reduced go into 4 of the openings and the other 2 are posted.
 - c) Example 3: Reducing 4 people and have 2 openings: 2 go into openings and 2 others replace those classifications remaining on List B.
 - d) Example 4: Multi-department layoffs with reductions of 120 people. 6 openings in various departments. The number on list B is reduced to 114 and the 6 openings are added instead to List B for people on List A to choose from.
 2. Otherwise, follow the interdepartmental processes noted herein.

Recall From Layoff

- F. Same language as current contract except as follows:
1. Before recalling laid off employees, including those on optional layoff, all openings are filled using the intradepartmental process in Article IV- 3(a) and the interdepartmental process in 3(b).
 2. The remaining openings shall first be offered to anyone who elected optional layoff from one of these open classifications. If recall is refused, that individual shall be at the end of the general recall list only. If more than one has refused recall, the most senior will be recalled last, then the next most senior, etc. SUB, if eligible, shall be capped at the higher of the state unemployment system benefit or weeks already paid for those who refuse recall in such cases.
 3. An employee on optional layoff who due to further reductions would have been laid off shall be converted to general layoff status at that time.
 4. If the former classification of an employee on optional layoff is eliminated thereby eliminating the right to return to that classification, they shall be placed on the general recall list in seniority order.

Letter W – Layoff and Recall Procedure

5. After recalls from optional layoff are exhausted in accordance with paragraph 2, those on general layoff will then be recalled in seniority order except for key classifications.
 6. Recall to key classifications shall be offered to those who are previously qualified unless one elected optional layoff from this key classification whereby paragraph 2 shall be first applied. If no one is previously qualified, Article IV, section 3(b)e for key classification selection shall be applied based on the information on file at the time of layoff.
- G. The parties recognize that in the case of a partial plant closure or plant closure involving multiple waves of reductions that other procedures or processes may be agreed to based on the unique circumstances of each plant.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Agreed:

Randy Boulton

WAGE AGREEMENT

This Agreement made and entered into this 2nd day of October, 2009 by and between Bridgestone Americas Tire Operations, LLC, hereinafter sometimes called "BATO" or the "Company," and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and certain of its Local Unions, hereinafter sometimes called the "Union", parties to the "Agreement of October 2, 2009." This Agreement shall become effective upon ratification.

The general wage scales having been negotiated it is hereby mutually agreed:

- 1. A cost-of-living allowance will be calculated and recalculated as set forth below based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W revised 1/87) (United States City Average) published by the Bureau of Labor Statistics (1967 = 100) hereinafter referred to as the Consumer Price Index (C.P.I.).

The schedule and formula for the cost-of-living allowance (C.O.L.A.) will be as follows:

- A. Effective Date of Calculation Period
Adjustment – C.P.I.
Pay Period
Commencing On:

Table with 2 columns: Effective Date of Adjustment - Pay Period, Calculation Period. Rows include dates from March 2006 to July 2012 and corresponding calculation periods.

Wage Agreement

October 1, 2012	June, July, August, 2012
January 7, 2013	September, October, November, 2012
April 1, 2013	December, 2012, January and February, 2013
July 1, 2013	March, April, May, 2013

The Russellville Plant-Specific Agreement has caps on C.O.L.A. adjustments.

- B. The Base C.P.I. will be the average C.P.I. for the three months shown above. The Calculation Period C.P.I. will be the average C.P.I. for the three months shown above opposite each "Effective Date of Adjustment".
- C. The amount of C.O.L.A. accumulated on each Effective Date of Adjustment shown will be determined by comparing the three-month average C.P.I. for the corresponding Calculation Period to the applicable Base C.P.I. A C.O.L.A. of \$.01 per hour for each full .26 of a point change that the Calculation Period C.P.I. exceeds the Base C.P.I. will be accumulated in each of the quarterly periods as noted in A. above.

In calculating the three-month average C.P.I. for a Base C.P.I., or for a Calculation Period C.P.I., the computed average will be rounded to the nearest tenth of a point, using the Engineering Method of Rounding.

- D. In the event the Bureau of Labor Statistics does not issue a C.P.I. in adequate time to prepare an adjustment, the Cost-of-Living Adjustment shall be computed as promptly as possible and paid retroactively to the Effective Date of Adjustment.
- 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 C.O.L.A. calculation shall have been determined.

In no event will a decline in the C.P.I. be cause to reduce any C.O.L.A. Adjustments that have been made prior to such decline.

Prior Wage Agreements provided that there would be no negative C.O.L.A. adjustments when the C.P.I. declined. During the 2007 contract period, the C.P.I. first rose sharply and then fell back substantially. As of July 6, 2009, C.O.L.A. under the 2007 Agreement is \$2.14 at the 100% level and \$1.798 at the 70% level. As a result of this rise and fall and the prohibition of negative adjustments, this C.O.L.A. is higher than the C.O.L.A. formula would otherwise call for. In no case will additional C.O.L.A. adjustments be made until the C.O.L.A. formula would call for adjustment over the base of \$2.14 (at 100%)

Wage Agreement

and \$1.798 (at 70%). (All of the calculations and amounts set forth in this Paragraph are before deduction of the \$1.00 C.O.L.A. diversion described in Par. 1G4.)

- F. In the event the Bureau of Labor Statistics changes the form or basis for calculation of the C.P.I. 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 C.P.I. 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.

- G1. Except for the C.O.L.A. reservations, the C.O.L.A. for the last year of the 2007 Wage Agreement described below, and the C.O.L.A. provisions of Paragraph E, above, the C.O.L.A. accumulated through July 6, 2009 will be an amount at the bottom of the time card and will be paid for all hours for which employees receive pay from the Company, in the same manner as the unincorporated general wage increases. It will apply to all wage-related benefits paid on an hourly basis. C.O.L.A. accumulated after July 6, 2009, will be paid in a similar manner but subject to the terms of this Agreement. Paragraph 6 of the 2007 Wage Agreement provided for less than 100% C.O.L.A. for certain New Hires, including converted Supplemental Employees. C.O.L.A. for those employees shall be at the lower rate described in that Paragraph 6. All C.O.L.A. shall be subject to the diversions or reservations in this Agreement, and to the restrictions of Paragraph 1.E, above.
- G2. Under Paragraph 1.G.2. of the 2000 Wage Agreement, \$.42 of C.O.L.A. previously accumulated is reserved for pension costs and is not available for payment pursuant to Paragraph 1.G.1. This \$.42 reservation for pension costs shall continue in this Agreement.
- G3. In the 2003 Agreement, \$.25 of accumulated C.O.L.A. was reserved for other costs and is not available for payment pursuant to Paragraph 1.G1 above. That reservation will continue in this Agreement.

G4. In the 2007 Wage Agreement, Paragraph 7 reserved \$1.00 of C.O.L.A. to defray retiree medical costs. That reservation will continue and this \$1.00 is not available for payment pursuant to Paragraph 1.G.1, above.

Wage Agreement

- G5. Paragraph 7 of the 2007 Wage Agreement provided for payment of certain C.O.L.A. in lump sum rather than as an adjustment to the wage rate for certain job classifications. Those classifications will not receive an adjustment to the wage rate for C.O.L.A. for those periods described in that Paragraph 7 for which lump sums were paid, and C.O.L.A. for those classifications for those periods shall not be paid at the bottom of the card or in any other way. For these classifications, the C.O.L.A. through July 6, 2009 (\$2.14) shall be reduced by \$0.54, the amount of C.O.L.A. which was the basis of the lump sum payment.
2. The general wage scale in each local plant, together with the unincorporated general wage increases, and other “bottom of the card” C.O.L.A., shall remain in effect for the duration of the Agreement dated October 2, 2009, unless changed under the conditions and in the manner provided by said Agreement dated October 2, 2009.
 3. If any changes in Basic Wage Rates have been made, as provided in paragraph 2 above, the then existing differentials in established Basic Wage Rates at each respective local plant shall remain in effect for the duration of the Agreement dated October 2, 2009.
 4. All production employees hired on or after August 18, 1994 and before April 26, 2007, (except Supplemental Employees who were converted to New Hires under the 2007 Agreement) shall receive the following rates of pay:
 - A. Effective on the first day on the active payroll - seventy percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - B. After 180 days on the active payroll - seventy-five percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - C. After 360 days on the active payroll - eighty percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - D. After 540 days on the active payroll - eighty-five percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - E. After 720 days on the active payroll - ninety percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - F. After 900 days on the active payroll - ninety-five percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.
 - G. After 1,080 days on the active payroll - one hundred percent of the applicable Wage Rate(s) for the classification(s) in which the employee is working.

Wage Agreement

If the foregoing wage progression produces a Wage Rate of less than \$10.50 per hour, the actual Wage Rate to be paid shall be raised to \$10.50 per hour, and maintained at \$10.50 per hour until the above progression calls for a higher payment.

It is understood that a training rate progression, if any, is administered independently of this paragraph.

5. The term "Fixed Payment Rate," as used in Article VI, Sections 6(12), 8, 10, 11, 12, and 13, Article VIII, Section 1(a), Article IX, Section 1(d), A. Memorandum (JLMC), G. Memorandum (Health and Safety Program), and A. Letter - Miscellaneous Subjects means the rate established by adding the following fixed amount to the Daywork Basic Wage Rate of each job grade having Daywork-with-Incentive at Des Moines (\$4.00), as shown in Schedule A of this Wage Agreement. The Fixed Payment Rate shall apply only to Daywork-With-Incentive employees in those job grades.

Daywork-With-Incentive employees who are performing duties as a member of the Union Health, Safety, Ergonomic and Environmental Committee and who qualify for pay for performing those duties will be paid the Fixed Payment Rate. A Daywork-With-Incentive employees who is temporarily working on a light duty assignment will be paid either (1) his incentive earnings; or (2) 85% of his Fixed Payment Rate; or (3) the rate, if any, mandated by the State Workers' Compensation system, whichever of the three is highest. Daywork-With-Incentive employees who are temporarily assigned out of class will be paid the higher of the Basic Wage Rate for the classification or the Fixed Payment Rate.

6. When a C.O.L.A. adjustment is made: (a) New Hire III's shall receive 100% of the adjustment if they are working in Job Levels 3, 4, and 5 of the New Wage Structure, and 70% of the adjustment if they are working in Job Levels 1 and 2; (b) New Hire I and II's, as defined in Letter Q, shall receive 70% of the adjustment. Any such adjustment is subject to the various diversions specified in this Agreement.

NEW WAGE STRUCTURE

7. A. The 2007 Wage Agreement established the following New Wage Structure:

Wages	Des Moines	LaVergne	Russellville	Akron
Level #1	\$13.00	\$13.00	\$11.50	\$11.00
Level #2	\$17.07	\$14.00	\$12.50	\$13.75
Level #3	\$19.00	\$22.60	\$13.50	\$16.65
Level #4	\$21.00	\$23.50	\$15.00	\$17.30
Level #5	\$23.00	\$25.25	\$17.00	\$20.00

- B. All job classifications were assigned to one of the Job Levels above. These rates include all C.O.L.A. adjustments prior to October 2, 2006, but do not include C.O.L.A. adjustments from October 2, 2006, through July 6, 2009.

Wage Agreement

- C. This New Wage Structure will apply to all employees hired after April 26, 2007, when they become New Hires III's and to Supplemental Employees when they become New Hires III's. It will also apply to Regular Employees who have converted or will convert from New Hire III after April 26, 2007. The training rate progression will continue and is administered separately from this paragraph.
- D. Employees who are on layoff for more than two years, including those who are awaiting preferential hire, upon return to work or preferential hire will be covered by the New Wage Structure for Wage and C.O.L.A. purposes only.
- E. The New Wage Structure will not apply to maintenance (skilled trades) job classifications. The Prior Wage Structure at each plant will continue for such employees, but they are subject to the C.O.L.A. provisions of this Wage Agreement.
- F. When a new job classification is established or re-established in a department, or there is a substantial change in the job factors of an established or re-established classification, or when job classifications are combined, an analysis of the job factors will be made and those factors will be compared to the average points of each Wage Level. Thereafter, the Wage Level for that new job classification will be established as follows: The Employer shall meet with the Local Union and present a written description of the job classification and the tasks that fall within it. The Employer shall provide the Local Union with a comparison of the nature of the new job classification to existing job classifications at the plant. Based on this information, the Employer will identify the Wage Level where it intends to place the new job classification. If the Local Union does not agree, the dispute may be submitted to arbitration. The arbitrator shall base his decision as to the appropriate Wage Level on how the nature of the job compares to the nature of existing job classifications at the plant, considering the average point levels of each Wage Level. Except for the application of this subparagraph, the assignment of job classifications to Wage Levels will not be changed in the 2009 Master negotiations.
- G. At Des Moines, the New Wage Structure shall incorporate Paragraph 5 of the Wage Agreement for Fixed Payment Rate, where applicable.
- H1. Employees hired as Regular Employees prior to April 26, 2007, and employees hired as Supplemental Employees but who were converted to Regular Employees prior to April 26, 2007, will be grandfathered and will continue under the Prior Wage Structure (not the New Wage Structure) except as provided herein.

Wage Agreement

- H2. An employee who voluntarily moves down in Wage Level will immediately be moved to the New Wage Structure and will lose his grandfathered status. He will receive a "buyout" payment equal to the differential between the Prior Wage Structure for his original classification and the New Wage Structure for the classification to which he moves, times 2000, to be paid as described below.
- H3. An employee on the Prior Wage Structure in Wage Levels 1 and 2 will continue his grandfathered status until one year after ratification or until he has an opportunity to move to a job in Wage Levels 3, 4 or 5, whichever date occurs later. If he accepts that opportunity, he will continue on the Prior Wage Structure and will receive the wage rate for the new job. If he declines that opportunity and elects to remain in his Wage Level 1 or 2 job, he will lose grandfathered status and will be moved to the New Wage Structure on either the one-year anniversary of ratification or on the date the opportunity is declined, whichever date is later. He will receive a "buyout" payment equal to the differential between the Prior Wage Structure and the New Wage Structure for his classification, times 2000, to be paid as described below.
- H4. The buyout payments described above will be paid in 12 monthly installments, one payment in each month in which the employee is on the active payroll on the first day of the month. Upon termination of employment by retirement or otherwise, the installments shall cease even if the full payment has not been made. An employee may be eligible for this payment only one time. Once moved to the New Wage Structure, the employee shall remain permanently under the New Wage Structure.
- H5. An employee who is moved involuntarily to a lower Wage Level will continue in the Prior Wage Structure and will not lose his grandfathered status. If he is moved to a Level 1 or 2 job, Paragraph H3 will apply to him. A medical placement under Article IV, Section 1(j) shall be regarded as a voluntary move.
- H6. The parties have agreed to certain steps to increase the frequency and timing of opportunities for Level 1 and 2 employees to move to Levels 3, 4 or 5. The Company may remove New Hires (including New Hires in Key Class positions) from Level 3, 4 and 5 jobs and make such jobs available to grandfathered employees in a manner determined at the local plant. In addition, in application of the contractual process of filling Level 3, 4 or 5 inter-department openings, the parties have agreed to give priority to grandfathered Level 1 and 2 employees, regardless of the seniority of the Level 3, 4 or 5 employees. (At the local level, the parties may agree to exclude one or two jobs from this priority exception.) If a job opening is made available to a grandfathered employee under these circumstances (as

well as any other circumstances), it will be regarded as an opportunity to move and will trigger the operation of Paragraph H3, above.

Wage Agreement

- H7. In unusual cases, at the local level the parties may mutually agree that a physically restricted employee may stay in Level 1 or 2 without losing grandfathered status even when he has had an opportunity to move to a Level 3, 4 or 5 job.
- H8. The provisions of Article IV, (b)(5)(iii) shall not be used to prevent any movement under this Section
- H9. Notwithstanding the provisions of Paragraph 6, above:
- (a) An employee on the Prior Wage Structure in Wage Level 1 or 2 will not receive COLA payments of any kind.
 - (b) An employee on the Prior Wage Structure on Wage Level 3, 4 or 5 whose wage rate is above the New Wage Structure for his classification will only receive COLA in lump sum, not as an adjustment to the Base Wage Rate. If there is a COLA adjustment in any quarter, the lump sum payment for that quarter shall be calculated as follows: the employee's previous 12 months straight time hours worked multiplied by the hourly COLA adjustment plus the employee's previous 12 months overtime hours worked (time and one-half, double time or triple time) multiplied by 150 percent of the hourly COLA adjustment. This lump sum payment will be made in four equal installments, with the first such payment on the Effective Date of Adjustment for the quarter in question, then the remaining three installments each calendar quarter on the next three Effective Dates of Adjustment. An employee who is not employed by the company on the Effective Date of Adjustment on which the payment is to be made will not be eligible for and will not receive the installment payment.
 - (c) This paragraph will not apply to maintenance (skilled trades) job classifications.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below, this 2nd day of October, 2009.

**BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC**

By Bill Phillips

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

By Randy Boulton

**Appendix A
Attendance Program**

- A. An incident of absence is defined as one scheduled shift of absence, unless otherwise provided in paragraphs D., E., F., G., or H. below.**
- B. If an employee has nine months of no incidents from the latest incident that resulted in a step of discipline, the employee will be removed from the Attendance Program. Time off the active payroll will not count towards the application of this Paragraph B.**

C. COUNSELING

Having five incidents of absences in a nine month period will result in a counseling session regarding the employee's unacceptable attendance. During the meeting, an explanation of the program will be given.

STEP 1: WRITTEN WARNING

Having one incident of absence within nine months from the date of the incident that resulted in the Counseling will result in a Step 1 Written Warning. During the meeting, an explanation of the program will be given.

STEP 2: WRITTEN REPRIMAND

Having one incident of absence within nine months from the date of the incident that resulted in the Step 1 Written Warning will result in the employee receiving a Step 2 Written Reprimand. During the meeting, an explanation of the program will be given.

STEP 3: FINAL WRITTEN WARNING

Having one incident of absence within nine months from the date of the incident that resulted in the Step 2 Written Reprimand will result in the employee receiving a Step 3 Final Written Warning. During the meeting, an explanation of the program will be given. If the employee has not previously filed a grievance under Article XI challenging whether an absence at an earlier step qualified as a chargeable incident, he may within ten calendar days of receiving this Step 3 Final Written Warning file a written objection with the Labor Relations Department challenging any incident of absence not previously grieved contributing to his placement on Step 3. Such written objection shall set forth the basis for challenging the chargeability of one or more incidents of absence and shall include as an attachment any and all supporting documentation the employee wishes to be considered. Thereafter, no additional, different, or alternative reasons, excuses or documentation not attached to the employee's written objection will be considered. Where the employee fails or otherwise elects not to submit a timely written objection to a charged incident, no evidence will later be considered or argued at arbitration challenging the chargeability of an absence contributing to the employee receiving this Step 3 Final Written Warning.

Appendix A – Attendance Program

STEP 4: TERMINATION

Having one incident of absence within nine months from the date of the incident that resulted in the Step 3 Final Written Warning will cause the Labor Relations Department to review the entire attendance record of the employee with the Union. Unless it is determined as a result of the review that further consideration will be given the employee, he shall be terminated. If further consideration is to be given, the Labor Relations Department will establish stipulations and assign the employee to a step in the program. If the employee believes that just cause for termination does not exist, a grievance may be filed pursuant to Article XI.

If the employee elects to file a grievance at any point in the Attendance Program challenging whether an absence qualifies as a chargeable incident, such grievance shall be subject to the normal time limits applicable to grievances under Article XI.

In addition, the employee may challenge at arbitration any incident of absence for which the employee either has not previously filed a grievance or has a current grievance pending. Provided, however, that for incidents of absence prior to the one resulting in termination under Step 4, only those objections, reasons, explanations, excuses, and supporting documentation contained in or attached to the written objection timely submitted by the employee following his Step 3 Final Written Warning may be argued or considered at arbitration.

- D. If reasonable documentation of illness or injury is provided immediately upon return to work, consecutive days of absence (including a period during which the employee has been removed from the active payroll in accordance with Article IV, Section 1(a)(1)) will be counted as one incident. The Labor Relations Department may grant additional time to provide reasonable documentation on a case-by-case basis.**
- E. The following absences will not count as incidents:**
- Approved Funeral Leave
 - Any time an employee returns to work with medical clearance and is not allowed to work.
 - Jury Duty
 - A and S Covered Absences
 - Required Military Duty
 - Company-recognized Occupational Injury or Illness
 - Official Union Business
 - Required/Documented/Subpoenaed Court Appearance
 - Personal Leave of Absence Approved by Management

Appendix A – Attendance Program

- Qualified Absence in Accordance with Federal/State Law (or for an FMLA Qualifying Reason during the first year of employment regardless of the One Year's Service and/or 1250 Hours Requirements)
- F. An incident of leaving work early is considered one-half an incident of absence. However, an employee who leaves work early and who works less than one-half of his scheduled shift will be charged a full incident of absence for that shift, unless otherwise excused for good cause by the Labor Relations Department pursuant to this Attendance Program.**
- G. An incident of tardiness is considered one-half an incident of absence. However, if a tardy employee does not report within the first half of his regular shift, it will be counted as a full incident of absence.**
- H. Employees may apply for an absence of up to two weeks to be excused for good cause. Such application may be filed, before or after the absence, with the Labor Relations Department on a form provided by the Company. If approved, the absence(s) will not be considered an incident, and such approval shall not be unreasonably withheld. Leaves of absence in excess of two weeks will be subject to Article IV, Section 2 (a), of the Collective Bargaining Agreement and will not be considered an incident. The following are examples of situations which will generally be considered as good cause and therefore excused:**
- One day's absence due to an employee's documented property damage caused by a Natural Disaster (e.g. fire, tornado, or flood). Subsequent day's absences for such reason upon the approval of Labor Relations.
 - Tardy for a reasonable period due to inclement weather as determined by Labor Relations.
 - Tardy or absence due to a documented road closure resulting from inclement weather.
 - Tardy for a reasonable period due to a documented traffic accident.
- I. Discipline issued under this program 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 under the attendance program because of the employee's application for A & S, FMLA, or Workers Compensation, discipline, if any, shall be administered by the Company as soon as practicable.**

Appendix A – Attendance Program

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below, this 2nd day of October 2009.

**BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC**

By Bill Phillips

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

By Randy Boulton

Appendix A – Attendance Program

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below, this 2nd day of October, 2009.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC,
for and on behalf of its manufacturing plants located in
Akron, Ohio; Des Moines, Iowa; LaVergne, Tennessee;
and Russellville, Arkansas:

Date: _____

Bill Phillips, Vice President, Labor Relations & Benefits

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC, on behalf of its Local Union 7L, Akron,
Ohio; Local Union No. 310L, Des Moines, Iowa; Local
Union No. 1055L, LaVergne, Tennessee; and Local Union
No. 884L, Russellville, Arkansas:

Date: _____

Randy Boulton, USW BATO Coordinator

Date: _____

Ron Hoover, USW BATO Coordinator