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Letters & Agreements

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shall keep the Union informed by posting a complete and up-to-date list of the names of all foremen and supervisors.

I. Upon request of the Union, an International Representative will be permitted to participate in negotiations and arbitration commencing at Step 2.

J. After receiving proposed dates from the selected arbitrator, the parties shall mutually agree and select a date and place for the hearing. The arbitrator will be notified of the place and date selected for the hearing. **THE ARBITRATOR WILL BE SELECTED BY THE STRIKE METHOD AT THE BEGINNING OF EACH YEAR ALTERNATING WHICH PARTY GOES FIRST, BEGINNING IN 2005 THE UNION SHALL STRIKE FIRST.**

K. Meetings between the Company's representatives and the Union's representatives shall be held if requested by either party. If a meeting is requested by the Company, each member of the committee (not more than six) and the employee or employees involved shall be compensated for any time lost at the rate of their average hourly earnings for the time required to attend such meeting.

L. A Union representative will be permitted to leave their work after securing permission from their foreman for the purpose of adjusting grievances

9. Military activity as set forth in ARTICLE X, PARAGRAPH M. or when ordered out in case of a local emergency condition.

10. Time lost for the first seven days of absence due to occupational injury or occupational illness recognized under Arkansas State Worker's Compensation.

11. Recalls from lay-off.

12. Time lost due to a shift change.

13. Returning from penalty lay-off or suspensions.

[redacted]

shift succeeding the holiday for the purpose of closing down or starting up an operation, they 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.

c. Eligible employees shall be paid for the aforesaid holidays on which they perform no work on the following basis:

1. Each hourly rated employee shall be paid in an amount equal to their hourly rate multiplied by 7 1/2 or 8 hours, whichever is applicable to their job.

2. Each incentive worker shall be paid an amount equal to their past average hourly earnings as elsewhere defined in this Agreement, multiplied by 7 1/2 or 8 hours, whichever is applicable to their job.

3. *Part-time workers (employees hired to work less than a* normal work day) under 1. and 2. above, shall be paid no more than the average hours worked per day in the last scheduled normal workweek prior to the week in which the holiday falls.

4. For incentive employees on light duty from an industrial

[redacted]

Agreement. When a holiday falls on Thursday, then Friday of that week shall be counted as full normal hours available.

J. Medically restricted employees who are working less than a normal workday for the first thirty days after they return to work will be considered eligible for payment under **Paragraph c., 1. and 2.**, whichever is applicable, for any holidays falling within that period. Thereafter, they will be paid in accordance with **Paragraph c., 3.**, so long as they work less than a normal work shift.

Article VI

A. The minimum hiring rate shall be no less than **$12.00 per hour**. After the first thirty days of employment, the minimum rate for the assigned job classification shall apply. Employees who exceed the hiring rate while working on an incentive operation shall be entitled to and paid such earnings.

B. Definition of rates:

(1) Base rate to be the evaluated worth of the job classification at a 60 Unit Hour.

(2) Hourly Rate to be a 70 Unit Hour.

(3) Job Expectancy of incentive jobs to be an 80 Unit Hour.

(4) It is agreed that the Company will establish standards so that the average experienced operator working at a fair pace can make earnings that will average thirty-three and one-third percent over the base rate of the operation.

C. Base Rates are subject to change under the following conditions only:

(1) A general wage change in which case all base rates are in-

classification. Shift preference may not be exercised twice in any three month period, unless:

1. the employee is transferred to avoid layoff,

2. the exercising of their seniority is cancelled due to application of greater seniority,

3. curtailment of production,

4. employee has bid or been moved to a different classification on a different shift,

5. or employee has been permanently moved from their shift by management.

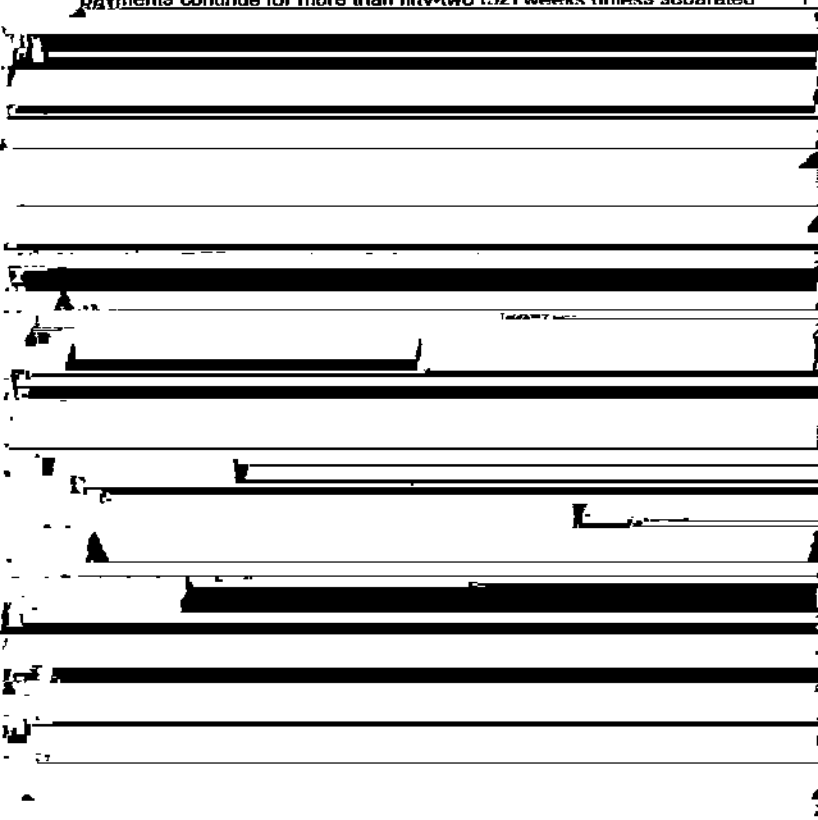
G. Employees transferred from their regular classification to another classification shall retain their seniority in the classification transferred from for a period of thirty (30) days, after which such employee's total seniority shall apply in the department to which they have been transferred.

[redacted]

practices and recommendations are being complied with, as well as observing sites of lost-time accidents. Arrangements may be made between the Chairman of the Union Safety and Sanitation Committee and the Company's Safety Manager for joint inspections or specific safety complaints. Union members of the Committee shall be paid for time spent in scheduled meetings, on scheduled department tours and on joint investigations, as described above. The rate of pay shall be average hourly earnings of their classification for hourly rated employees and hours paid shall be considered as hours worked for the purpose of computing overtime payments as provided for in **ARTICLE IV**. It is understood that time spent in the above activities will be with reasonable restraint.

The Company will continue to furnish the Union copies of accident summaries and safety tour reports.

T. If an employee has an industrial injury or industrial illness, and is subsequently able to perform work other than their regular job, they may, upon approval of the Employee Relations Department, and/or the Company Doctor, be assigned appropriate work by the Company if such work is available. Wages paid to such employee shall be no less than 85% of the employee's Average Hourly Earnings defined as their posted average in effect on the date of injury if an incentive employee, or Hourly Rate, if an hourly-rated employee. Such payment shall continue until the employee is returned to their regular job, or it is determined by competent medical advice that the employee is permanently unable to perform their regular job and is transferred to another job. In the event an employee returns to regular duty for at least ninety (90) days and subsequently is unable to perform their regular duty for the same injury or illness, then their average hourly earnings will be their posted average at the time of their new restricted duty status. For no reason will these payments continue for more than fifty-two (52) weeks unless separated



Amendment One to Memorandum of Interpretation OF Article VI, Paragraph E., Sub-paragraph (6) - Cases and Provisions

1. **Case** Dual tuber line is shutdown for lack of trays. How many tread trays will be required before they are allowed to start-up and, if after the number of tread trays are available, will it be considered work remaining on the job, if they continue with other work?

   Interpretation It is mutually agreed that we shall consider seventeen (17) tread trays suitable for starting up. If at this time the tuber is not restarted and work is continued from this point it will be considered a transfer while work remains on the job, providing other materials are available and there is scheduled production.

2. **Case** Supervisor assigns tire builder to repair tires while they could be still building tires.

   Interpretation It is present practice if unsatisfactory tires are being produced due to machine or material malfunction, that after the production of two tires that the tire builder will contact the Supervisor to sign them down. If after reviewing the two tires the tire builder is instructed to continue building on the basis that the tires will be repaired at a later time, when builder could be building tires, then this repair time will be considered work performed while work remains on their job.