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**UNIFORM  
AGREEMENT**

and

**SUPPLEMENTAL  
AGREEMENT**

Dated August 20, 2004 —

between July 22, 2006

**BFGOODRICH  
TIRE MANUFACTURING**

*A Division of Michelin North America Inc.*

and

**United  
Steelworkers of  
America**

**AFL-CIO/CLC**

and

**Local Union No. 753  
Opelika, Alabama**



**BFGOODRICH  
TIRE MANUFACTURING**

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## **PREAMBLE**

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This agreement is supplemental to and subject to the terms and provisions of the Uniform Agreement entered into on August 20, 2004, by and between BF Goodrich Tire Manufacturing, as one party, and the United Steel Workers of America, International Union and several Local Unions, including the Local Union named above, as the other party. Terms of this supplemental agreement will be retroactive to August 20, 2004.

In order to supplement said Uniform Agreement and to make said Uniform Agreement effective, the parties agree to the following:

## **UNIFORM AGREEMENT PREAMBLE**

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The parties to this Agreement made and entered into this 20th day of August, 2004 shall be the United Steelworkers of America (the "Union" or the "USWA") and its Local Unions 351L, Tuscaloosa, Alabama; 715L, Fort Wayne, Indiana and 753L, Opelika, Alabama and BFGoodrich Tire Manufacturing, a division of Michelin North America, Inc. (the "Company").

## **ARTICLE I PURPOSE**

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### **Section 1**

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It is the purpose of this Agreement to promote the mutual interest of the Company and of the employees included in the several bargaining units; to provide for the operation of the several covered plants of Uniroyal Goodrich Tire Manufacturing in a manner which will further to the fullest extent the economic well-being of and working relationships between the parties, and to provide rules for the guidance of the parties on matters pertaining to rates of pay, wages, hours of employment, and other conditions of employment.

## **Article I Purpose**

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### **Section 2**

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It is mutually recognized that the most important factor to the success of our business is a sound and healthy relationship between individuals pledged toward full compliance with the terms of the contract. Further, it is the policy of the Company that every employee is entitled at all times to fair and decent treatment becoming the dignity of the individual.

The effective implementation of this policy requires a mutual respect between management representatives, the Union, and employees in the honest conduct of their business with each other. It is the responsibility of each local plant management and each local union to demonstrate by action their sincere belief in and adherence to this fundamental principle to the end that compliance with the contract be maintained. This shall mean that at all levels of both management and Union, including their day-to-day relationships, the discussion of mutual problems, the investigation of complaints and the handling of grievances shall be based on mutual respect wherein each affords the other the courtesies, consideration, dignity and sincerity of purpose each is entitled to receive.

Should instances arise wherein a representative or representatives of either party shall be alleged to have not observed the intent and spirit of this Section or the provisions of this contract, it shall be the responsibility of the plant Labor Relations Manager, in the case of management representatives, and the Local Union President in the case of Union members, to personally investigate at once the circumstances surrounding the respective situation and each to then take any necessary action to effect compliance with the contract and the fundamental principles stated herein.

**ARTICLE II  
RECOGNITION**

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**Section 1**

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- a. The Company recognizes the Union as the sole and exclusive collective bargaining agent for all production and maintenance employees in the respective plants enumerated in the Preamble of this agreement, 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. The bargaining unit of production and maintenance employees is subject to such inclusions and exclusions in the respective individual plants mentioned in the Preamble as are set forth in the respective individual plant agreements or as defined by the National Labor Relations Board in plants where no agreements have heretofore existed.

Note: "Metropolitan area" referred to herein means the community in which the plant is located and any community having a common boundary with that community.

- b. The foregoing bargaining units shall not include office, sales, and clerical employees, timekeepers, professional and technical employees, and full time supervisory employees having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively recommend such action.
- c. **For the purpose of this agreement, the Company recognizes the Union as the exclusive collective bargaining agency for all production, maintenance and warehouse employees of the Company's Opelika plant. Laboratory workers, full time supervisory, clerical, office and technical employees, watchmen, guards and all confi-**

## Article II Recognition

dential salaried employees are excluded from the bargaining unit.

### Section 2

- a. In any plant mentioned in the Preamble where groups other than production and maintenance employees are included in the present contract with the production and maintenance employees, such groups of employees other than production and maintenance employees will be covered by a separate contract on a local basis unless otherwise mutually agreed.
- b. In some of the plants enumerated in the Preamble of the Uniform Agreement, the local Union has been recognized as the bargaining agent of other groups of employees outside the bargaining unit consisting of production and maintenance employees. In those plants where any of the local unions named in the Uniform Agreement have been recognized or designated as the bargaining agent of other groups of employees other than production and maintenance employees, the Company will bargain collectively with said designated local Unions respecting such other groups of employees on a local basis, and nothing contained in the Uniform Agreement is to be construed as precluding subsequent bargaining on the matters covered by the Uniform Agreement with respect to such of these employees as are represented by the Union.

### Section 3

BFGoodrich recognizes its need and obligation to develop a constructive and harmonious relationship with the United Steelworkers Union in locations where the USWA represents its employees. BFGoodrich acknowledges the necessity of exerting its maximum effort to continually improve its relationship with the USWA.

### Section 4

In the event the United Steelworkers of America is recog-

## Article II Recognition

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nized or designated in accordance with the regulations of the National Labor Relations Board as the bargaining agent for a unit of production and maintenance employees of BFGoodrich Tire Manufacturing, a division of Michelin North America, Inc. not mentioned in the Preamble of this agreement at some future date, this agreement will become applicable to such new bargaining unit. It is further agreed, however, that in such event the representatives of the Central Management of the Company and the representatives of the International Union will determine the steps to be taken to extend the provisions of this agreement to the newly chartered Union.

### Section 5

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Employees in the bargaining unit shall retain their status as members of such bargaining unit during any periods they accept temporary assignments to salaried positions subject to conditions set forth in Article V, Section 2.

### Section 6

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The Company agrees that it will not sell, convey, assign or otherwise transfer any plant operation or significant part thereof covered by this Collective Bargaining Agreement between the Company and the United Steelworkers of America that has not been permanently shut down for at least six months, to any other party (Buyer) who intends to continue to operate the business the Company had, unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) The Buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining units.
- (b) The Buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

The provision is not intended to apply to any transactions

## **Article II Recognition**

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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 if a plant or significant part thereof, which is covered by this Collective Bargaining Agreement, is sold to a third party pursuant to a transaction involving the sale of stock or a transaction or series of transactions that results in a change of control of the Company.

A permanent shutdown for six months shall mean that the notice required under Article VI, Section 9, has been given and that for six months following the final closure date:

- (1) bargaining unit work has been discontinued other than tasks associated with the shutdown of operations including, but not limited to, maintenance of the facility and property, and disposition of equipment, inventory, or work in progress; and
- (2) the Company is processing and/or paying any applicable shutdown benefits under the labor and benefits agreements.

## **Section 7**

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### **RIGHT TO BID**

1. Should the Company decide or be presented with an offer to sell or otherwise transfer: (i) a controlling interest in the corporate entity which owns all or a substantial portion of its assets covered by this agreement (a "Controlling Interest"); or (ii) any, all or a substantial portion of its facilities covered by this agreement ("Facilities"), (either or both, the "Assets") it will so notify the USWA in writing and grant to the USWA the right to organize a transaction to purchase the Assets (a "Transaction").
2. The Company will provide the USWA with any information needed to determine whether it wishes to pursue a Transaction.

## Article II Recognition

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3. If the USWA determines that it wishes to pursue a Transaction, it shall deliver its written notification to the Company of its intention to do so within thirty (30) days from the date of the Company's notice to it pursuant to paragraph 1 above.
4. In the event the USWA indicates its desire to pursue a Transaction within such thirty (30) day period, it shall be granted an additional sixty (60) days (making a total period of ninety (90) days) to make a formal offer ("a USWA Offer") for the Assets.
5. During the described above ninety (90) day period (thirty (30) day period in the event the Union does not send a written notification in accordance with #3 above that it wishes to pursue a Transaction) the Company will not enter into any contract regarding the Assets with another party.
6. In the event that the USWA submits an offer pursuant to the above, the Company shall not be under any obligation to accept such offer. However, the Company shall be entitled to enter into an agreement with regard to the Assets with an entity other than the USWA only if that transaction is more favorable than the USWA offer taking into account all aspects of the rival bids.
7. In the event the thirty (30) or ninety (90) day period referred to in paragraphs #3, #4, and #5 has lapsed without the USWA submitting an offer pursuant to the above, the Company will provide the USWA with all legally required information concerning the status of any negotiations to sell the Assets.
8. This agreement shall not be deemed to cover any public offering of equity.
9. By written agreement between the parties the rights granted to the USWA herein may be transferred or assigned by the USWA, to an acquiring entity with at least 30% employee ownership and are in addition to the parties' understandings, re: Successorship.

**ARTICLE III  
ADMINISTRATION AND  
APPLICATION OF AGREEMENT**

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**Section 1**

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- a. It is agreed that the International Union will appoint a special representative to work in cooperation with the Local Unions in the administration of the provisions of the Agreement and Supplements thereto.
- b. The Union agrees that where there is a violation of this Agreement and/or the supplements thereto by the Local Union or its members, the Special Representative and Local Union Officers will immediately take whatever steps are necessary to bring the Local Union into compliance, eliminate the violation, and adjust the problem giving rise to the violation.

Such special representative will supervise and direct the Local Union in the plant where the violation occurred to the end that this Agreement and the supplements thereto will be enforced.

**Section 2**

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- a. It is agreed that the Central Office of the Company will appoint a special representative to work in cooperation with the Local Plant Management in the administration of the provisions of the Agreement and the supplements thereto.
- b. The Company agrees that where there is a violation of this Agreement and/or the supplements thereto by any representative of the Company, the special representative and the local plant management will immediately take whatever steps are necessary to bring the Company into compliance, eliminate the violation, and adjust the problem giving rise to the violation. Such special representative will supervise and direct the local plant management in the plant where the vio-

## Article III Administration of Agreement

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lation occurred to the end that this Agreement and the Supplements thereto will be enforced.

### Section 3

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It is understood that the parties will meet during the years covered by this agreement in order to discuss matters of mutual interest.

a. The topics of the Interim Meetings shall include, but not be limited to:

- (1) The state of the Company's business including relevant plant data.
- (2) The progress toward goals and objectives of mutual interest.
- (3) Joint Union and Company training topics.
- (4) Review of the evolution of wage and benefits costs.
- (5) Review of progress in the areas of health and safety.
- (6) Items of concern regarding the interpretation of the various Uniform Agreements.

(a) All issues presented by the union at the interim meeting will be answered in writing within 30 days of completion of the interim meeting. More complex issues requiring research by the Company, which cannot be answered within the 30 day period specified above, will be answered by the Company in writing as soon as practical.

- (7) Performance of the arbitrator.
- (8) Review of use of outside contractors and the results of outside contracting meetings.

The agenda for each Interim Meeting will be mutually agreed upon by the Company and the Union at least two weeks in advance of the meeting. Topics for the agenda submitted by Company or Union local repre-

### **Article III Administration of Agreement**

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sentatives should be jointly reviewed in advance.

- b. An overall interim committee meeting will be scheduled in the spring of the 2nd and 3rd year and the fall of each of the three years. The spring interim meeting will be held following the release of the Company's annual financial results.
- c. The Company agrees to pay three (3) representatives from each plant, or the members of the Policy Committee, or their alternates, if a greater number, for attendance at such meetings, forty-eight (48) hours' pay at ASTHE. The Company will also pay forty-eight (48) hours' pay at his ASTHE to any local union member who replaces a full time union president who attends such meetings as a member of the policy committee.
- d. The time and place of said meeting will be mutually agreed upon between the Company and the International Union..

### **Section 4**

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It is understood that both parties have the responsibility of administering the agreement at the local level. For the Union, this would be stewards, committeemen and officers; for the Company, the various levels of supervision. The local plant Industrial Relations Manager shall have the local responsibility for the Company regarding the interpretation of contract language.

Should an interpretation problem arise which cannot be resolved locally by the Industrial Relations Manager, the problem will be referred to the Corporate Industrial Relations office for final interpretation.

In no way should this be used to avoid following Article VII, Adjustment of Grievances Arbitration.

### **Section 5**

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- a. Matters which have been negotiated on a company-wide basis shall not be negotiated at the local plant level, except as may specifically be provided other-

## **Article III Administration of Agreement**

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wise in this Agreement.

- b. The provisions of this Agreement shall supersede and render ineffective conflicting local plant practices or conflicting provisions of any existing Agreements unless specifically provided otherwise herein. Provisions of the local supplemental agreements shall conform to the provisions of this Agreement, except where this Agreement requires continuation of certain past practices.
- (1) Notwithstanding b. above, it is agreed that any matter not specifically covered by this Agreement which has been the subject of collective bargaining on a local union plant basis and which has been settled on a local basis, shall not be disturbed in any way by virtue of this Agreement.

### **Section 6**

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International representatives of the Union may, at the request of the Local Union, be present during the negotiation of the local supplemental agreement.

### **Section 7**

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There shall be no unlawful discrimination by reason of race, color, age, disability, religion, sex, or national origin.

Notwithstanding any language in this agreement, the Company may take any actions necessary to comply with the Americans with Disabilities Act (ADA). The Local Union President or his designee will be informed and consulted with respect to reasonable accommodations which potentially conflict with this agreement. All efforts will be made to honor all provisions of this agreement including seniority unless no reasonable alternatives are legally available. In the event disputes arise which are not resolved locally, they will be referred to the Legal Departments of the International Union and the Company for resolution. If no resolution is reached by the parties

## **Article IV Company Security**

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Legal Departments, then the matter may be submitted to the grievance and arbitration process in accordance with Article VII of this agreement.

## **ARTICLE IV COMPANY SECURITY**

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### **Section 1**

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- a. It is recognized that the operating of the various plants and the full direction of the working forces is the function and responsibility of the Company. The operation of the plants and the direction of the working forces shall not conflict with the provisions of this Agreement or of any local Supplemental Agreement.
- b. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees and realizes that the Company, in order to provide maximum opportunities for steady continuing employment, good working conditions and good wages, must be in a strong competitive position which means that it must produce efficiently and at the lowest possible cost consistent with fair labor practices and in conformity with this agreement. The Union agrees to cooperate in the attainment of these goals.
- c. The Union realizes the necessity of encouraging full productivity consistent with fair labor practices and in conformity with this agreement and agrees that it will cooperate with all levels of supervision in discouraging any practice which imposes any unreasonable restriction on production and it further agrees that it will support management in its effort to improve production, establish efficient methods, eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, and strengthen good will between the Company, the employees, the consumers, the Union and the public.

**Section 2**

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- a. The local unions agree that they will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of this agreement and the supplements thereto. On the contrary, the local unions will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown or other interruption of work growing out of any dispute which is subject to such grievance procedure. The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this agreement.

**Section 3**

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- A. **The Union recognizes the tire industry is highly competitive and that certain information and processes of a confidential and proprietary nature are necessarily shared with employees. This information must be kept confidential as it is not available in the public domain. This information is an asset to the Company and an essential element of the economic well being of the Company. The protection of this information is further, an important element in the preservation of the wages, benefits and job security of all employees. The Union and every present and former employee shall not disclose during or subsequent to employment any information about the Company, its practices, processes, procedures, and/or other Company information. This duty will apply as to information regarding predecessors and successors in interest to the Company. It is further agreed that no present or former employee shall serve as a consult or become retained or employed as a witness in any legal action which could involve or concern confidential, secret or proprietary information as described in this agreement without the prior**

## **Article V Productive or Direct Work**

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written consent of the employer.

Liability for the breach of this section shall run only to the party (ies) responsible for the breach.

- B. Notwithstanding the above, if a court or other legal body having appropriate jurisdiction orders the past or present employee to testify or otherwise participate in legal proceedings, and that order is not subject to appeal or other form of review, this agreement shall not prevent the past or present employee from complying with such an order. Before doing so, however, the past or present employee's testimony in such matters and the cost related thereto will be the sole responsibility of the Company.
- C. It is the Company's obligation to timely exercise it's right to prevent an employee from testifying and absent an order by the court or other legal body having appropriate jurisdiction, the employee may so testify without recourse from the Company.

## **ARTICLE V PRODUCTIVE OR DIRECT WORK**

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### **Section 1**

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The Union and the Company agree with the general principle that members of management and technicians will not normally perform work of production and maintenance employees. Exceptions to this general principle may be negotiated at the local plant level.

### **Section 2**

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- a. Direct workers may be used as temporary full time foremen:
- (1) As relief for regular supervisors during periods of absence from their jobs. An employee shall not be assigned under this paragraph for longer than

## Article V Productive or Direct Work

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ninety (90) calendar days in any calendar year to relieve supervisors who are absent from their jobs except where the Union agrees to a longer period for individual assignments. Every attempt will be made to assign temporary supervisors at the beginning of a pay period. However, when assignments are made during a pay period, the assignment will continue for at least a one week block.

- (2) During temporary periods as may be necessitated by temporary increases in production requirements. An employee shall not be assigned under this paragraph for longer than ninety (90) calendar days in any calendar year, after which time he will be given a permanent assignment to supervision or returned to direct work consistent with the seniority provisions of the local supplemental agreement. Such ninety (90) days may include more than one (1) period, but no more than one (1) period shall begin in any calendar month.
  - (3) For reasonable periods of time in order to determine their qualifications for a permanent supervisory assignment. An employee shall not be assigned under this paragraph for more than three (3) periods, the total of which shall not exceed ninety (90) calendar days, after which time he either will be given a permanent assignment to supervision or returned to direct work consistent with the seniority provisions of the local Supplemental Agreement.
  - (4) Any combination of a. (1), (2) and (3) above shall not exceed one hundred eighty (180) calendar days in any calendar year unless mutually agreed to.
- b. The Local Union shall be notified of direct workers who are assigned to supervisory positions either temporarily or permanently. The Local Union will also be notified of temporary full time foremen who are returned to direct work. The procedure for accom-

## **Article V Productive or Direct Work**

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plishing such notifications shall be subject to negotiation at the local plant level.

**(1) The Division Chairman will be notified in writing of direct workers who are assigned to temporary or permanent full time supervisory positions. The same procedure will apply at the time temporary or full time supervisors are returned to direct work. A copy will also be sent to the local Union President.**

**(a) Temporary salary assignments will be made in seven (7) day periods starting on Mondays. In emergency situations, a temporary salary assignment can be made in the middle of the week but will continue through the next full pay period.**

c. Direct workers who accept temporary assignments to salaried positions not specified in b., above, may be used on such assignments for a maximum of ninety (90) calendar days in any twelve (12) month period except when the Local Union agrees to a longer period for an individual assignment. Local Union notification of such assignments will be subject to negotiation at the local plant level.

**(1) The Division Chairman will be notified in writing of direct workers who accept temporary or permanent assignment to salary positions not specified in "b" above. The same procedure will apply at the time the employee is returned to direct work. A copy will also be sent to the local Union President.**

**(a) Temporary salary assignments will be made in seven (7) day periods starting on Mondays. In emergency situations, a temporary salary assignment can be made in the middle of the week but will continue through the next full pay period.**

## Article V Productive or Direct Work

- d. In conjunction with Article V, Sect. 2, an employee selected by the Company temporary salary position will, upon completion of assignment, be placed as follows:
- (1) The job of a person selected by the Company for a temporary salary position shall be posted as a temporary job. The person vacating a temporary salary position shall be placed on his/her previous job. The employee displaced will displace the least senior employee in the bid group and at such time, his/her bid shall be restored.

### Section 3

#### A. COMMITMENT

The Company commitment has been, and will continue to be, to use our own skilled craft employees for maintenance, installation work, and other mechanical type work. It is not the intent of the Company to use outside contractors in a way that results in the loss of employment for any technical maintenance employee.

It is recognized, however, that while our concern is for our own employees, prudent business decisions require the use of outside contractors to ensure efficient plant operations. Management's decision process regarding the use of outside contractors is based on factors which include availability of manpower with the necessary training, ability and skills; availability of necessary equipment; reasonably competitive cost; and applicable warranties and guarantees at no additional cost to the Company.

Subject to the provisions of this section, present practices concerning outside contractors at each local plant shall continue unless changed by mutual agreement at the local level.

#### B. QUARTERLY REVIEWS

## Article V Productive or Direct Work

The Company and the Union will meet four times per year for the purpose of reviewing the use of outside contracting at the local facility. These meetings will be conducted in February, May, August, and November. Alternatives to this schedule may be agreed on a local basis.

The participants will be limited to no more than 3 representatives from the union including the Maintenance Division Chairman and 3 representatives from the Company including the Technical (or Maintenance) Manager. An agenda will be provided 1 week prior to each meeting and agreed between the Labor Relations Manager and the Union President, or their designees. The agenda will include (but not be limited to) the following:

- 1) Company maintenance business update presentation.
- 2) Union presentation on review of last quarter's contract activities.
- 3) Data on what skilled trades work has been contracted out since the last meeting.
- 4) Review upcoming projects likely to be contracted.
- 5) Identify those circumstances where procedures or practices could promote the performance of such work by bargaining unit employees. Both parties will give good faith consideration to suggestions on how to maximize this work performed by Bargaining Unit employees in the future.

Within two weeks after each meeting, summary notes including Company and Union presentations will be provided to the Labor Relations Manager and the local Union President.

### C. CONTRACTING REVIEW

The union Division Chairman may request, with at least 1 week written notice to the Labor Relations

## Article V Productive or Direct Work

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Manager or his designee, to review the recent activity on outside contracting with the Technical (or Maintenance) Manager or his designee.

### D. NOTICE AND INFORMATION

When the Company makes the decision to contract out maintenance work on site, the Company will verbally and in writing notify the Maintenance Division Chairman. Notifications will be required for on site work only. For all on site projects in excess of \$25,000, notice will be given at least 5 days in advance of the company entering into any agreement or arrangement with the outside contractor. For all other on site projects, excluding emergencies, such notice will be in advance of the work commencing. For emergencies which prevent advance notice, such notice will be provided as soon as practical.

### E. INTERIM MEETING

Review of outside contracting is an appropriate subject for Interim Meetings and subject to the provisions of Article III Section 3.

## Section 4

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When new or modernized equipment or machinery is installed in a plant, all affected maintenance personnel will be offered necessary in-plant training in the servicing of such equipment or machinery provided that:

- a. The skill and/or knowledge to be imparted by the training represents a practical and logical advancement of the skills and knowledge of the maintenance personnel concerned taking into consideration their prior training, experience and capabilities, and
- b. Such equipment or machinery is not covered by a service guarantee with the leser or supplier.

**(1) When vendors with service contracts are to maintain equipment the Company agrees to train BFG maintenance personnel either in**

## **Article V Productive or Direct Work**

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vendor factory schools, vendor in-house schools and/or working with vendor representatives in the plant.

(2) Plant fireman, assistant fireman and/or any other designated personnel will be qualified in the installation and repair of the plant fire alarm/sprinkler system.

c. The foregoing will be administered in accordance with present local practices.

The Company will pay the cost of any such necessary training. The number of maintenance personnel to whom training will be offered will be in relation to anticipated service needs.

### **Section 5**

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The Company will not introduce incentive wage payment in skilled trades not now covered by incentive wage payment nor extend incentive wage payment programs now applicable to crafts, except by mutual agreement.

### **Section 6**

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- a. Upon requests, the tests and results of tests given to employees who apply for jobs within the bargaining unit will be reviewed in detail with the Local Union president and/or his designated representative.
- b. The reasons for an employee's failure to qualify for a job within the bargaining unit will be reviewed, upon request, with the Local Union president and/or his designated representative along with the employee.

### **Section 7**

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Upon request of an employee, the Company will issue a letter certifying the employment record of such employee for the purpose of his making application for a USWA Journeyman Card.

In the selection of applicants for hire, accredited USWA Journeyman Cards will be considered as equivalent to documentary evidence of having completed training in an

## Article V Productive or Direct Work

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authentic properly approved apprenticeship program. All other requisites being equal, preference will be given to the holder of said card for hiring purposes.

### Section 8

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#### JOB PROGRESSION & MULTISKILLED

- a. The intent of Multiskilled is to introduce and grow the flexibility gained with multiple skilled craftsmen via a four level progression program. A fifth level can be implemented through local agreement.
- b. All employees hired prior to the implementation of the Multiskilled system who have completed the Level 3 Certification and employees who hold appropriate USWA Journeyman cards will be fully classified as Level 3 Journeyman. Additionally, employees who have successfully completed an aptitude battery and either successfully completed the Company defined curriculum of training in their primary craft or completed 7 years in the maintenance organization at a BFG plant are eligible for Multiskilled Candidate status.

Employees hired prior to the implementation of the Multiskilled system and do not meet the criteria above will be classified as Level 3 Journeyman for the purposes of pay as shown in the Maintenance Progression Chart.

- c. A Career Development Plan will be developed for each of these employees taking into account their training needs and involving the employee, the supervisor, and the Skilled Trades Committee. This plan will be reviewed with the employee and the Local Union President or his designated representative, and actions taken in line with the desires of the employee and Company needs to provide training in an orderly and efficient manner.
- d. Multiskilled opportunities will initially exist at all locations for Mechanics and Electricians. Other Multiskilled opportunities may be defined in the Local

## Article V Productive or Direct Work

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Supplemental Agreements in the future. Certain classifications will not be included in the Maintenance Progression Program. For these, present practices in effect at the local plants will continue.

- e. Maintenance employees will be able to do whatever he/she can to make needed repairs, modifications, installations, perform preventive maintenance, or as required for training with appropriate instruction.
- f. Employees who advance to a Multiskilled position will be obligated to stay in that position for twelve (12) months. Appropriate existing local practices for posting/selection for Multiskilled positions will be continued unless changed by mutual agreement.
- g. Upon employee's eligibility for certification to a higher skill level, he will be offered an opportunity to be certified within 90 days of receipt of his written request. Employees who do not successfully complete the certification for Multiskilled will be given three additional chances to successfully complete the entire certification no sooner than six (6) months after the prior attempt. Should extenuating circumstances warrant, an individual may be given an additional chance to complete the certification by mutual agreement between the Labor Relations Manager and the local Union President.

The employee must be able to demonstrate significant progress between attempts. In the event the Company is unable to offer this certification within the 90 day time limit, the employee's pay increase will be made retroactive to the first pay period following the 90th day if he is successful on this attempt. If unsuccessful on the final attempt, the employee will lose rights to the Multiskilled position and will be retained in their primary classification and assigned utilizing the appropriate local procedures.

After achieving Level 3, there will be no "up or out" reductions in the maintenance classification. "Up or out" clause means that no maintenance employee

## Article V Productive or Direct Work

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will be reduced from the classification because of refusal to participate in progression above Level 3.

- h. The recognized USWA Journeyman cards (URW Skilled Trades Manual dated June 1994) are as follows: For electrical candidates, the recognized Journeyman cards include:
- Electronic Maintainer
  - Instrument Maintenance
  - Industrial Electrician
  - Other applicable journeyman cards as determined on a local basis.

For mechanical candidates, the recognized Journeyman cards include:

- Maintenance Mechanic
- Millwright
- Machinist
- Pipefitter
- Welder
- Industrial Automobile or Truck Mechanic
- High Pressure Boiler Operator
- Stationary Engineer
- Sheet Metal Worker
- Other applicable journeyman cards as determined on a local basis.

Other Non-similar journeymen for additional Multiskilled opportunities (e.g., fabricators, etc.) may be advanced pursuant to paragraph (d) above.

- i. USWA Journeyman cards may be applicable to other established classifications at the local plants. Recognition of these cards will be determined on a local basis.
- j. After successful certification at any level, an employee will progress to the appropriate level and pay rate. The new pay rate will be effective the next pay period. The level base rates do not include shift premiums. Base rates will be adjusted to include future C.O.L.A. and general wage increases as they occur.

## Article V Productive or Direct Work

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- k. Newly hired maintenance employees will be started at the level indicated by their assessment not to exceed Level 3 and receive the pay rate of that level. Exceptions to this provision may be made by the plant Labor Relations Manager and approved by the Director of Labor Relations. A twelve (12) week orientation will be necessary to acquaint a new maintenance employee with the safety rules and duties of his job responsibility. Level 1 employees may be assigned by the Company for development and based on opportunities to contribute. This assignment may include placement utilizing the normal local procedures following the orientation period. Level 2 employees will follow normal procedures for placement.
- l. All new employees will be required to advance to at least Level 3. An employee with more than thirty (30) days seniority, who does not successfully complete the probationary period or advance to Level 3 within the specified maximum time frames will be released into the production workforce based upon their seniority.
- m. Layoffs will first be Level 1, by seniority by classification; then Level 2, by seniority by classification; then all other levels combined by seniority by primary classification.
- n. The Company will provide the necessary tools for Multiskilled candidates. A tool list will be developed by the Company and the Local Union President or his designated representative. Tools will be issued after completion of the initial course in their secondary craft.
- o. Training schedules will be discussed with the Local Union President or his designated representative. Training will be prioritized and offered to employees according to Career Development Plans, the needs of the Company, and respecting seniority whenever possible. Any disagreements regarding the correctness of the training schedules shall be subject to the grievance procedure.

**Article V Productive or Direct Work****D. Progression Matrix**

	<i>Description</i>	<i>Work</i>	<i>Certification</i>	<i>Assignment</i>
<b>Level 1</b>	Entry Level/Trainee Must Advance	Single Skill	Hiring/Testing	As Required To Develop Employee and Meet Business Needs
<b>Level 2</b>	Training Level Must Advance	Single Skill & Training Dual Skill	Hiring/Testing or Level 2 Certification	Normal Placement Working Single Skill (and Secondary Skill As Capable and Qualified)
<b>Level 3</b>	Journeyman	Single Skill & Training Dual Skill	Negotiated or USWA Journeyman* or Level 3 Certification*	Normal Placement Working Single Skill (and Secondary Skill As Capable and Qualified)
<b>Multiskilled Candidate</b>	Multiskilled Candidate	Dual Skill	Demonstration of Secondary Skill Aptitude and Either Successful Completion of Primary Skills Training or 7 Years BFG Maintenance Experience	Placement Per Posting/ Training Requirements
<b>Level 4</b>	Multiskilled Craftsman	Dual Skill	Level 4 Certification	Placement Per Posting
<b>Level 5 (Local Option)</b>	Multiskilled Craftsman	Dual Skill	Level 5 Certification	Placement Per Posting

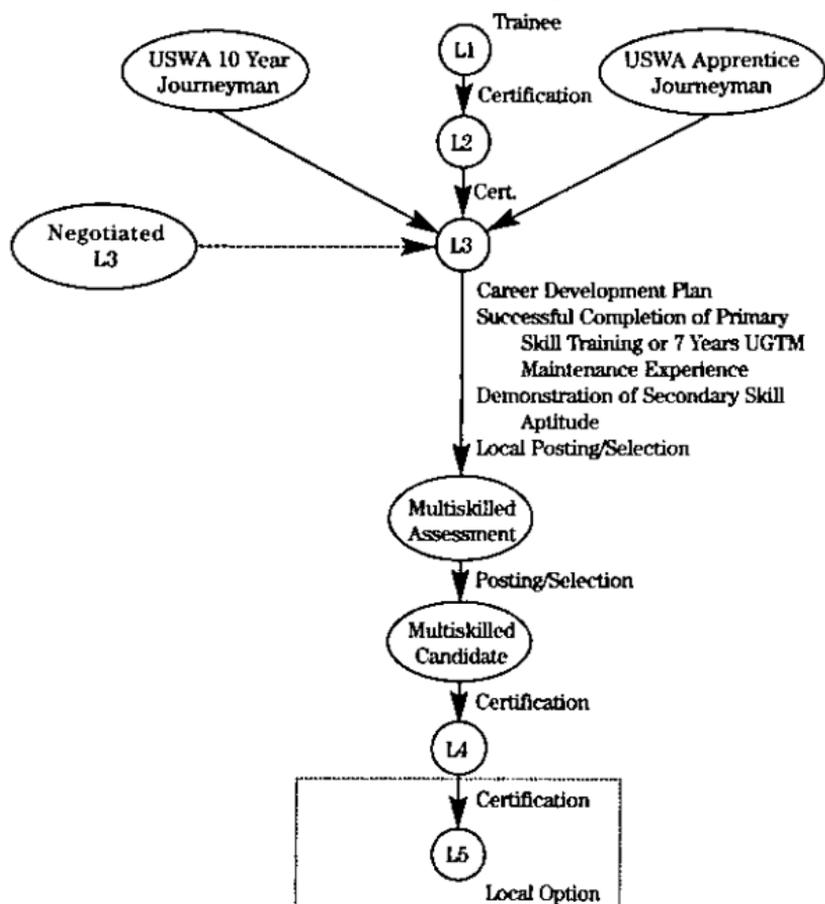
\*Eligible for Multiskilled Candidate Status

**Article V Productive or Direct Work****q. Pay Matrix**

	<i>Pay Delta</i>	<i>Cumulative Pay</i>	<i>Time Limits For Progression</i>
<b>Level 1</b>	N/A	-\$3.00	6 Months Minimum <u>18</u> Months Typical <u>24</u> Months Maximum
	— +\$0.50	-\$2.50 After Completion of Initial Course or 6 Months	
<b>Level 2</b>	+\$0.50	-\$2.00	12 Months Minimum <u>36</u> Months Typical <u>48</u> Months Maximum
	— +\$1.00	-\$1.00 After 12 Months	
<b>Level 3</b>	+\$1.00	\$0.00 (Reference Point)	12 Months Minimum
	— +\$0.50	+\$0.50 After Completion of Initial Course	
<b>Multiskilled Candidate</b>	+\$0.50	+\$1.00 Upon Achieving Multiskilled Candidate Status	12 Month Minimum 36 Months Maximum
	+\$0.50	+\$1.50 After Completion of Initial Course In Secondary Craft or 12 Months	
<b>Level 4 (Multiskilled)</b>	+\$1.00	+\$2.50 Upon Certification	12 Month Minimum

r. Flow Chart

Maintenance Job Progression



Section 9:

SKILLED TRADES COMMITTEE

- a. The Skilled Trades Committee is established to offer constructive suggestions to improve the effectiveness and productivity of the maintenance work force, improve career development for maintenance employees, and address specific issues related to skilled trades.
- b. The Committee will be composed of the Divisional Chairman and no more than five (5) other representatives of the Union, and five (5) representatives of

## **Article VI Union Security**

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- the Company.
- c. The Committee will meet at least monthly, unless mutually agreed to by the Company and the Union.
  - d. The Committee will specifically support the Job Progression and Multiskilled program described in Section 8.
  - e. Lost time for all meetings will be paid for by the Company.
  - f. An agenda for each meeting will be prepared by the Company and Union prior to each meeting. The agenda may include but not be limited to a preview of business plans and needs, Multiskilled training, upcoming projects and investments, and anticipated staffing changes.
  - g. Minutes of the meetings will be provided by the Company to all members of the Skilled Trades Committee and the Local Union President after said Minutes have been reviewed and approved by the Union.

## **ARTICLE VI UNION SECURITY**

### **Section 1**

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- a. Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain his membership in the Union to the extent of paying membership dues.
- b. 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 become a member of the Union within thirty-one (31) days following the date of employment or transfer and shall, as a condition of employment, maintain his membership in the Union to the extent of paying membership dues. As part of the hiring

## Article VI Union Security

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process, the Company will schedule all new employees for an orientation with pay which will include the opportunity for a Union presentation. The Union shall give their presentations at the plant or at the Local Union hall, if the Union so desires. Typically this presentation will take place the last hour of the orientation period. The Union may discuss exceptions to this guideline on a local basis.

- c. Any employee who is not a member of the Union shall, as a condition of employment, become a member of the Union within thirty-one (31) days from the effective date of this Agreement and shall maintain his membership in the Union to the extent of paying membership dues. An employee who is on layoff, on leave-of-absence, or absent due to injury or illness shall comply with the requirement of this paragraph within thirty-one (31) days following his return to work.
- d. Paragraphs a., b., and c., shall not apply to any 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 regular monthly membership dues in such amount as may be fixed by the Local Union in accordance with the procedure prescribed by the Constitution of the International Union.
- e. Any employee who fails to maintain his membership in the Union to the extent of paying membership 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 and such employee shall have failed to comply with the provision of this Article within thirty (30) days after the receipt of such notice.
- f. The provisions of this Article VI 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

## Article VI Union Security

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Prohibition is removed in whole or in part, the provisions of this Article shall apply to the extent and under the conditions permitted by law.

- g. The Company agrees that where it may legally do so, it will enter into an agency shop agreement with any local union which is prevented by state law from applying the union security provisions under this Article VI.

### Section 2

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- a. The Company agrees to deduct from the wages of those employees who so authorized by a written assignment regular union membership dues and initiation fees, of new and rejoining members.
- b. At the request of the Local Union and in the absence of a revocation by the individual employee, the Company will continue to deduct Union membership dues for those employees who have heretofore so authorized the Company in writing. The Union shall submit to the Company properly executed assignments on the form herein provided for new employees and employees scheduled to be laid off who in the future may desire to participate in the check-off program.
- c. The Company agrees to provide forms for the assignment and authorization of dues deduction.
- d. The form of the assignment for all employees scheduled to be laid off and for all new employees shall be:

Company \_\_\_\_\_

Plant \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

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

## Article VI Union Security

The aforesaid payment shall be remitted promptly by you to James D. English, or his successor, International Secretary/Treasurer of the United Steelworkers of America, 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 (15) 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 week following the week 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 USWA 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 VI Union Security

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Local Union No. \_\_\_\_\_ Signature \_\_\_\_\_  
(United Steelworkers of America)  
Witness \_\_\_\_\_  
Check No. \_\_\_\_\_ Ledger No. \_\_\_\_\_

### Section 3

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- a. The Company shall furnish the Union each week a legible list of the employees from whose pay deductions have been made and shall monthly remit to the duly authorized officer of the Union a check payable to the International Union for the amounts so deducted.
- b. Any deduction of dues made in error from the pay of any employee shall be reimbursed to the employee by the Union.
- c. **For the duration of this agreement, the Company will deduct Union dues from wages and any other payments due the employee that are subject to dues deduction in conformance with Article VI, Section 5 of the Uniform Agreement. Such dues will be deducted in equal amounts each pay period of the month from those employees to whom this agreement applies and who individually authorize such deductions in writing. Where an employee covered has no earnings in that week, the deduction will be made with the regular check-off in the next subsequent week.**
- d. Dues deduction cards signed by the bargaining unit employees will be furnished to the Company by the Union. After initial set-up for check-off any additional cards or any changes, with appropriate covering letters, shall be in the Company's hands not later than the 12th day of the month in which deductions are to start.

**Section 4**

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A notice setting forth this provision covering check-off of the Union dues will be posted on both Company and Union bulletin boards.

**Section 5**

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The Union shall indemnify and save the Company and the Administrator of the SUB Fund harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deductions in accordance with any authorization for assignment of Union dues which is required under any agreement between the Company and the Union, or as a result of removal from the recall list of an employee on layoff who refuses to pay Union dues. The Company will cooperate with the Union in the defense of any such claim by notifying the Local Union immediately of any such claim and furnishing the Local Union with any applicable data.

**Section 6**

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The Company hereby agrees to honor Contributions Deduction Authorizations from its Employees who are Union Members on the following form:

"I hereby authorize the Company to deduct from my pay and to forward to the USWA PAC fund:

\$ Per Hour Equal to a Monthly Deduction of \$

\$ Per Month Each Month

\$ Annually in One Deduction to be Made Each Year From the First Pay Period in the Month of (Specific Month Agreed Locally)

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that the USWA PAC is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and

## **Article VI Union Security**

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local elections, and that this voluntary authorization may be revoked at any time by notifying the Company and USWA PAC in writing of a desire to do so.

Signature

Dept. No.

C. C. No.

Date

The Union agrees to:

- (a) Provide to the Company a duly executed authorization form signed by the individual employee.
- (b) By the end of the first week of each month, provide to the Company any new authorizations or a written notice from the individual employee who desires to revoke the authorization.
- (c) Indemnify and save the Company from any claim, suits, judgments, attachments, and from any other form of liability as a result of this Agreement.

The pay from which the monthly deductions, the month for the once per year deduction, and the date on which the remittance check is to be delivered to the Union shall be established in each plant by agreement between the Local Plant Management and the Local Union.

## **Section 7**

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Should the Company identify a plant to be in a distressed position, prior to a plant closure decision being made, a committee composed of the International Union President or his designated representative, International Union Coordinator, Local Union President, Company Corporate Staff Vice President of Labor Relations, and the senior operating executive of the business unit to which the plant reports (or their designated representatives) will be established.

The committee will meet and discuss with an objective of enhancing the operating effectiveness and strengthening

## **Article VII Adjustment of Grievances-Arbitration**

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the plant consistent with the viability of the business and the welfare and job security of its employees. The parties will engage in distressed plant discussions for a reasonable period of time (not less than 60 calendar days) after issuance of the distressed plant notice. Nothing in this joint effort is to be interpreted as constituting any waiver of management's responsibility to manage its business or to suspend its commitment with respect to plant closure notification as set forth in Section 9 of this Article.

### **Section 8**

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This will confirm the Company's commitment with respect to the closure of a plant or section thereof covered by the Uniform Agreement. In the event a full plant closure or section thereof occurs during the life of this agreement:

- a. The Company will notify the Local and International Union at least six months prior to the cessation of production operations.
- b. Following such notification, the Local and International Union will have the right to discuss and explore with the Company any possible means of averting the closure.
- c. If attempts to avert the plant closure are not successful, Company and Union representatives will meet to negotiate the manner in which the closure is carried out.

## **ARTICLE VII ADJUSTMENT OF GRIEVANCES - ARBITRATION**

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### **Section 1**

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- a. The parties recognize their mutual responsibility for the prompt and orderly disposition of employee problems. To this end, the Union and employees agree that they will utilize the grievance procedure provided herein as the exclusive means, except as limited by law, of handling all employee problems and grievances, and as the exclusive substitute for any activi-

## **Article VII Adjustment of Grievances-Arbitration**

ties which would interfere with the Company's normal operations. The Company and the Union will work diligently to bring about prompt solutions, in conformity with the grievance procedure and consistent with this Agreement and the law, of all problems and grievances.

- b. The Local Union agrees that, in the event employees should engage in any activities which interfere with the Company's normal operations, which are subject to the grievance procedure under the terms of this agreement and the supplements thereto, it will, as soon as possible after being informed by the Company that such activity exists, take reasonable action to induce employees engaging in such activity to resume work in a normal manner. The Local Union will be relieved of any financial responsibility for such activity upon its performance of the actions described above if such activity was unauthorized by it and was not participated in nor encouraged by any member of the Local Union Executive Board, including the President, Vice President, Secretary and Treasurer, nor by any Chairman, Vice Chairman, or Secretary of a Division Committee. In addition to the responsibility assumed by the Local Union in this Section 1, it is agreed that in the event any employee, including representatives of the Local Union, whether or not on leave-of-absence, participates in or encourages any activities which interfere with the Company's normal operations, such person or persons shall be subject to disciplinary action. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the Company's right to discipline all employees for any other cause be in any way affected by this Section.

Upon written 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 any activities which interfere with the

## **Article VII Adjustment of Grievances-Arbitration**

Company's normal operations are unauthorized and that the employees involved should immediately cease such activity and resume work in a normal manner. The International Union will be relieved of any financial responsibility for such activity upon its performance of the action described above if such activity was unauthorized by it and was not participated in nor encouraged by any officer or other representative of the International Union.

In the event there is an unauthorized strike, stoppage of work, slowdown, or other interruption of work during the term of this Agreement, neither party shall negotiate upon the merits of the dispute until such time as the illegal action is terminated.

- c. If an employee does not commit any violations of this Article during the term of the current contract, the Company will, upon the effective date of the contract, remove from each active employee's record at that plant, where applicable, the most recent notations which resulted from a violation of these provisions.
- d. Controversies may arise of a nature so general as directly to affect all or a majority of the employees of a division or plant. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated by either party at any step, prior to arbitration, deemed appropriate by the party bringing the grievance. In the event the Company files and appeals a grievance to arbitration, the Company will pay the entire arbitrator's fees together with his expenses incident to the particular problem presented to him. In addition, the Company will reimburse the Union, up to one thousand dollars (\$1,000) for each case the Company appeals to arbitration, for necessary expenses incurred by the Union in connection with such arbitration proceedings.
- e. It is recognized that differences exist in the organization structure of the various plants and Local Unions. Therefore, the steps of the grievance procedure shall

### III Adjustment of Grievances-Arbitration

determined by negotiation between local plant management and the Local Union and set forth in local supplemental agreements. The provisions of each local supplement relating to the grievance procedure shall conform to the following general provisions.

Employees' problems shall be referred initially to the immediate foreman of the employee or employees concerned and through discussion, a sincere attempt shall be made to settle the problem at that point. In the event the problem is not settled satisfactorily by discussion with the immediate foreman, it may then be reduced as a grievance, reduced to writing, signed by a proper union official, delivered to the Labor Relations Manager. The Labor Relations Manager will acknowledge the Union written acknowledgement of receipt of the grievance. Thereafter, the grievance shall be negotiated through the steps of the grievance procedure as established at the local plant level.

**First Step: Employee and the Union Representative or Department Representative or Departmental Representative to Supervision or Foreman.**

**Second Step: Vice President or designee, Divisional Chairman or his designee and Divisional Superintendent or his designee.**

**Third Step: Committee designated by the Union to Committee designated by Management.**

**Fourth Step: Arbitration as provided in Section 7 of this Article.**

Grievances to be presented in the third step of the grievance procedure as outlined in this Article will be discussed at a meeting of Company and Union Representatives to be held on the fourth Wednesday of each

## **Article VII Adjustment of Grievances-Arbitration**

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month, if necessary, or at other times mutually agreed upon. Should there be a problem in getting grievances answered within the specified time frame, the IR Manager and the Union President (or their designees) will meet with the involved parties to resolve the problem.

- (a) Union membership in third step meetings shall be limited to ten (10) members including the Union President or his designee and the elected Secretary. Compensation for time spent in such meetings will be at their average hourly earnings as provided in Article X, Section 15 (2) of the Uniform Agreement.
- (b) Necessary Union witnesses may appear in third step meetings on those occasions when it is mutually agreed that it is in the best interest of both parties.
- b. Any question concerning the interpretation or application of any provision of this Agreement or the local supplemental agreement or any claim of violation of any provision of this Agreement or the local supplemental agreement may constitute a grievance, unless expressly stated otherwise.
- c. All grievances must be filed as soon as possible from the date the violation is known. It is not the intent of the parties to withhold grievances in order to increase the potential liabilities. When a grievance is filed, the time limits shall apply to all answers and appeals.
- d. Any grievance may be filed at the step prior to arbitration.
- e. In any case where a dispute involving a rate or standard has been reduced to writing and is unsettled in the grievance procedure, the Company, upon request of the International President or his designee, will

## **Article VII Adjustment of Grievances-Arbitration**

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permit a time study engineer designated by the Union to enter the plant for the purpose of making studies of the operation in dispute in order that the Union may be in a position to complete their negotiations or present their case to the arbitrator. The Union's time study engineer may be permitted to make studies at an earlier step in the grievance procedure.

- f. **No Union Representative shall leave his job to conduct Union business unless he had notified his immediate supervisor or foreman who will excuse him as soon as a necessary replacement can be obtained. Every reasonable effort will be made to arrange to excuse him promptly. If a union representative is not excused in a timely manner, the company will notify the Union as to the reason. If this becomes a problem in any area, the parties will meet to resolve the problem.**

**Payment will only be made in accordance with Article X, Sect. 15 (2) of the Uniform Agreement.**

### **Section 3**

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Timely filed written grievances shall be answered in writing at each step of the grievance procedure as soon as possible. In all instances grievances shall be answered within ten (10) calendar days after presentation or appeal at all steps of the grievance procedure prior to the step preceding arbitration and within fourteen (14) calendar days at such step, except where one or both of the following apply:

- a. Should a written grievance require discussion between management and the Union, a meeting will be held within such period of time as the Local Plant Management and the Local Union may agree after presentation or appeal of the grievance, or at such later date as may be agreed to in any individual case by the Local Plant Management and the Local Union. Succeeding meetings may be arranged, as necessary,

## **Article VII** Adjustment of Grievances-Arbitration

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at the end of any such grievance meeting. When discussions have been concluded at any step of the grievance procedure, management will give a written answer within the applicable time period.

- b. Should investigation by management of a written grievance require consideration of such grievance for a longer period of time by reason of the need for additional time studies or other analyses, a preliminary answer will be given within the applicable time period stating the steps being taken toward a solution of such grievance and the time required to complete the time studies or other analyses. If in the Union's opinion the time period suggested by management is too great, the Union may object and if no mutually satisfactory time period can be determined, the Union may appeal the grievance to the next step of the grievance procedure fourteen (14) calendar days after the presentation or appeal of the grievance. Where a satisfactory time period is determined, management will give a written answer within the applicable time period following completion of such time studies or other analyses.

### **Section 4**

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If management fails to give its written answer within the time limits provided above, the grievance may be appealed to the next step of the grievance procedure if done so as soon as possible.

### **Section 5**

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- a. Management's last written answer at any step of the grievance procedure shall be deemed a final settlement of the grievance unless the grievance is appealed as soon as possible to the next step in the grievance procedure except in the case of an appeal to arbitration, in which event the time for appeal is forty-five (45) calendar days.
- b. In any case where the Union wishes to defer meeting

## **Article VII Adjustment of Grievances-Arbitration**

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on a grievance for more than ten (10) calendar days after presentation and in any case where time studies are being made a Union time study engineer under the provisions of Article XVII, Section 5(b), the Company will defer its final written answer at such step in the grievance procedure for such period of time as may be requested by the Union, except that if in the Company's opinion the time period is too great, the Company may object and if no mutually satisfactory time period can be determined, the Company may give its written answer at such step of the grievance procedure fourteen (14) calendar days after the presentation of the grievance, as the case may be. Where a satisfactory time period is determined, management will give such written answer within the applicable time period after such meeting or conclusion of any discussions which may follow completion of such time studies, or if no discussions follow completion of such time studies, management's written answer shall be given within the applicable time period after the expiration of such period of time during which such studies were to be made.

- c. It remains the parties' intent to settle grievances as promptly as possible. However, if a grievance is not resolved or scheduled for arbitration within twenty four months after the date of initial filing, the grievance will be considered settled. For grievances currently on record, this 24 month stipulation will become effective 19 November, 2000.

## **Section 6**

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International representatives of the Union may at the request of the local union participate in the negotiation of grievances in the grievance procedure, along with such members of management as the Company may designate, upon notification by the Local Union President, or his duly authorized representative, to the Manager, Employee Relations of such desired participation.

## Article VII Adjustment of Grievances-Arbitration

### Section 7

- a. In the event a grievance is not satisfactorily settled in the step of the local grievance procedure next preceding arbitration, then it may be referred to arbitration by the party instituting the grievance upon written notification to the other party and the impartial arbitrator (or the chairman of the board of arbitration if such is established as provided in h. below). Such notice shall be given within forty-five (45) days after the final step in the grievance procedure has been completed.
- b. The arbitrator or board of arbitration, if established as provided in h. below, shall set a date for hearing of such grievance as soon as practical after notice of appeal and upon completion of the hearing render a decision, if possible, within two (2) weeks. Neither party will present new evidence at either the arbitration hearing or, if utilized, in post hearing briefs.  
No testimony offered by an individual associated with a maintenance contractor may be considered in any proceeding unless the party calling the outsider provides the other party with a copy of each outside contractor document to be offered in connection with such testimony at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before commencement of that hearing.
- c. The decision of the arbitrator shall be final and binding upon the parties with neither party having the right to appeal the arbitration decision to any state or federal court.
- d. Nothing in the foregoing shall be construed to empower the arbitrator or board of arbitration to make any award amending, changing, subtracting from, or adding to the provisions of this agreement and/or the supplements thereto.
- e. It is understood that the general wage scale shall not be subject to arbitration.

## **Article VII Adjustment of Grievances-Arbitration**

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- f. The Company and Union shall share equally the expenses and fees of the arbitrator. In case a board of arbitration is established as provided in h., below, each party shall be responsible for the costs and expenses of its appointed member of such board and share equally the expenses and fees of the chairman of the board of arbitration.
- g. A problem which has once been entered in the grievance procedure may be re-entered as a new problem at a later date only if new or additional evidence is submitted or conditions surrounding the problem have materially changed since the date of the Company's last answer.
- h. By agreement at the local plant level, which agreement shall be incorporated in the local supplemental agreement, a board of arbitration may be substituted for the single arbitrator provided herein. In such case, the board of arbitration shall be composed of a person selected by the Company and a person selected by the Union and the permanent impartial arbitrator named by the parties who shall serve as the chairman of such board.

The parties will select a permanent arbitrator by individually submitting the names of five (5) arbitrator candidates to the American Arbitration Association (AAA). The AAA will select three (3) additional candidates before submitting the total combined list of thirteen (13) names to the parties. Upon receipt of the names, the parties will utilize a striking process to eliminate all candidates except one (1). The parties will rotate the obligation of exercising the first strike when selecting an arbitrator. The selection process will be completed within a sixty (60) day period.

Arbitrators will be retained pursuant to their contract by the parties on a year to year basis with either party retaining the right to dismiss an arbitrator, for any reason, after the one year period. The parties agree to discuss their level of satisfaction with the arbitrator

## Article VII Adjustment of Grievances-Arbitration

on at least an annual basis at Interim Meetings. The dismissal of an arbitrator will only occur after these discussions are held and the other party has been informed.

During periods when a permanent arbitrator is not retained, the parties will have the option to use an "ad hoc" arbitrator. Specific guidelines in the utilization of an "ad hoc" arbitrator will be coordinated by the Local Union President or his designee and the Labor Relations Manager. The established striking process will be utilized in the selection of an "ad hoc" arbitrator.

- i. In the event a grievance alleges a violation of Article III, Section 7 and such grievance is arbitrated pursuant to this Section 7, the impartial arbitrator, if he deems it necessary to assess relevant equal employment criteria in making his determination of the contractual rights of the parties, may apply settled law under Title VII of the Civil Rights Act of 1964, as amended, and the federal Civil Rights Act of 1866.

It is understood that settled law which may be applied by the Impartial Arbitrator will be found in decisions of the United States Supreme Court. Decisions of U.S. Circuit Courts of Appeals may be utilized if the Supreme Court has not decided the issue and there is no conflict among decisions of the Courts of Appeal.

In the event that an Article III, Section 7 issue is raised for the first time in the arbitration hearings, the parties agree that the above understanding will apply without prejudice to the position of either or both that the issue should have been raised in the grievance procedure.

The parties recognize that the seniority provisions in effect at each plant have been negotiated, interpreted and applied on a local basis. It is still the intent of the parties to leave these matters to the local plant. If,

## **Article VII Adjustment of Grievances-Arbitration**

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however, a question arises as to any alleged discriminatory practices under Title VII of the Civil Rights Act as a result of seniority provisions, representatives of the Central Office of the Company and the International Union will meet to investigate the question and make recommendations to the Local Union and Local Plant management, if necessary.

### **Section 8**

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It remains the Company and Union's intent to continue to resolve issues at the earliest possible stages of the grievance procedure. However, for those issues that cannot be resolved, the Company and Union agree to utilize an abbreviated arbitration procedure to expedite resolution of certain grievances. The following guidelines shall apply when abbreviated arbitration is used:

- a. A grievance can only be scheduled for abbreviated arbitration by mutual agreement.
- b. Under normal circumstances, abbreviated arbitration would not apply to the subjects of wage rates, incentive pay plan issues, Company policies and terminations.
- c. It is intended that abbreviated arbitration shall be held within 60 days of the parties agreeing to this option.
- d. If the permanent arbitrator is not available within the 60 day period, then a panel may be requested from the AAA. Once the panel is issued, the parties will have five days to strike the panel and choose an arbitrator.
- e. The Company and the Union shall equally share the expenses, including the fees of the arbitrator.
- f. A maximum of six (6) grievances will be presented at each hearing, unless the parties mutually agree to present more.
- g. Procedure –
  1. The participants in this procedure shall be limit-

## **Article VII Adjustment of Grievances-Arbitration**

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ed to the Union President, the grievant and up to two designees for the Union, and the Labor Relations Manager and up to three designees for the Company for each case.

2. At the start of each case, the arbitrator shall be presented a written statement, which shall encompass all jointly agreed stipulations.
  3. Each party shall be allowed up to fifteen (15) minutes to present an argument, utilizing only the aforementioned stipulations to support their position. No evidence outside the stipulations may be presented for consideration by the arbitrator.
  4. Testimony of witnesses shall not be permitted.
  5. Each party shall be allowed up to ten (10) minutes to present any rebuttal and closing statement. Rebuttal and closing statement shall be in the same order as the main arguments.
  6. After the Company and Union have rested their cases, the arbitrator may ask questions of the parties.
- h. Decisions-
1. The decision of the arbitrator shall be final and binding upon the parties with neither party having the right to appeal.
  2. The arbitrator is not empowered to make any award amending, changing, subtracting from, or adding to the provisions of the Collective Bargaining Agreement and/or the supplements thereto.
  3. At the conclusion of the hearing, the arbitrator may issue an immediate decision but in any event shall issue a decision within forty-eight (48) hours (excluding intervening Saturdays, Sundays and Holidays) after such conclusion.
  4. At the close of the hearing, either party may

## **Article VII Adjustment of Grievances-Arbitration**

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request the arbitrator to issue a written opinion supporting the decision. Any such requested opinion shall be delivered within thirty (30) calendar days. The opinion shall include a brief statement explaining the award. Such request for a written opinion shall not delay the issuance of a decision.

5. Decisions rendered in Abbreviated Arbitration shall not have precedent value.

### **Section 9**

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- a. If, as a result of any grievance, an employee is found to have been unjustly suspended, discharged, or involuntarily separated, he shall be reinstated without loss of service credit and shall be compensated for time lost as a result of such suspension, discharge or involuntary separation in accordance with d., below. The Local Union President or his designated representative will be notified promptly when an employee has been indefinitely suspended, discharged, or involuntarily separated.
  - (1) An employee suspended with a recommendation for discharge will be given a hearing if requested when action recommended is felt to be unwarranted; at which hearing not more than three (3) Union Representatives, including the Union President, may be present. Such hearing must be requested in writing within twenty-four (24) hours after notification in writing has been given to the Union. Hearings are to be held within twenty-four (24) hours of request, excluding Saturdays, Sundays and Holidays. Management will render their decisions in writing within forty-eight (48) hours after the hearing or at a time mutually agreed upon. The Company will notify the Union of all discharges within forty-eight (48) hours.

## **Article VII Adjustment of Grievances-Arbitration**

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- (a) The parties agree that the Divisional Chairman (or his designee) will be present at all suspension meetings.**
- (1) If the Company has prior knowledge of their intent to suspend an employee at the beginning of the employee's next shift of work, the Division Chairman or his designee will be present.**
- (b) The Company agrees that the necessary witnesses to a discharge hearing will be called in to ascertain the pertinent facts as has been the practice in the past.**
- b. If, as the result of any grievance, it is found that an employee was laid off in a manner inconsistent with the seniority provisions of the local supplemental agreement, he shall be recalled immediately without loss of service credit and shall replace the employee who was improperly retained in his place. He shall be compensated for the time lost to him as a result of such improper layoff in accordance with d. below. The improperly retained employee shall be placed on lay-off in accordance with Article XXI. Such employee shall be paid in lieu of three (3) days work or part thereof if providing work to the employee would require the rotation of another employee on such days.
- c. If, as the result of any grievance, it is found that an employee was not recalled from layoff in a manner consistent with the seniority provisions of the local supplemental agreement, he shall be recalled immediately without loss of service credit and shall replace the employee who was improperly recalled in his place. He shall be compensated for the time lost to him as the result of such improper recall in accordance with d. below. The displaced employee shall be returned to layoff status in accordance with Article XXI. Such employee shall be paid in lieu of three (3) days work or part thereof if providing work to the

## **Article VII Adjustment of Grievances-Arbitration**

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employee would require the rotation of another employee on such days.

- d. Hours paid for under a., b., and c., above, shall be computed on the basis of the hours the employee would have worked, and payment for such hours will be at the employee's ASTHE, plus any payment of night shift differential which he would have been paid under Article IX, Section 5 and premium payments under Article XI, less pay for any penalty time decided upon.
- e. If, as a result of any grievance, it is found that an employee's transfer or placement was inconsistent with the seniority provisions of the local supplemental agreement, he shall be given placement consistent with such seniority provisions and he shall be compensated for loss of earnings resulting therefrom. If such employee's placement cannot be made without creating a surplus help condition, the employee with the least department service credit shall be transferred or laid off without the necessity of work sharing. If other employees were improperly placed or transferred because of such transfer, the Union and the Company will consider their cases for the purpose of providing fair and equitable handling.

## **Section 10**

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Present practices on the entrance or departure of Union officials at each plant location will be continued unless changed by mutual agreement at the local plant level.

- a. **Union Representatives will obtain prior approval to enter the plant from the Industrial Relations Department or other designated party for the purpose of making an investigation of any grievance in his respective department. If a situation should arise where prior approval is not possible, the union representative will notify the shift foreman in the respective department of the purpose of the visit upon entering the department.**

## **Article VII Adjustment of Grievances-Arbitration**

### **Section 11**

Unfavorable notations placed on an employee's work record for reasons other than violations of Section 1b. above, shall be disregarded for purposes of disciplinary action or arbitration after one (1) year from the date of such notation.

### **Section 12**

Any Local Union representative or other employee who loses time from work at the request of the Company (as distinguished from problem or grievance meetings covered in Section 13, below) for the purpose of attending a meeting, shall be compensated for the actual time lost from work as follows:

- a. An hourly rated employee shall be paid his hourly rate.
- b. An employee working on incentive shall be paid his ASTHE.
- c. An employee working under an applicable learner's schedule shall be paid the appropriate learner's rate or his ASTHE, whichever is the greater.

### **Section 13**

- a. An employee who is a designated Union representative shall be compensated at the higher of average paid unit hour or hourly rate, or where applicable, the average hourly earnings for time lost from his regular shift because of attending scheduled meetings for the discussion of employee problems and/or the negotiation of grievances (including arbitration hearings or meetings) with the management. Such compensation shall include night shift differential for the hours lost from his regular shift in the period for which night shift differential payment is applicable.

(1) The provisions of Article VII, Section 13 will be interpreted so that present practices regarding its application in each local plant will be liberal-

## Article VII Adjustment of Grievances-Arbitration

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ized to permit payment to designated Local Union representatives while on leave of absence or otherwise excused to perform Local Union services for such hours that the Local Union may notify the Company have been spent by such representatives in the investigation and processing of local plant problems and/or grievances (including arbitration hearings or meetings). In any day, the number of hours paid for under the foregoing to any representative shall not exceed the number of hours in his regular shift less the number of hours worked by him in such day. Payment will also be made to designated Local Union representatives for time lost from their regular shifts when they do not work their regular shifts because of having attended scheduled meetings with management for the discussion of employee problems and/or grievances (including arbitration hearings or meetings) on the preceding and/or succeeding shifts, provided the Local Union shall notify the Company that such absence from their regular shifts is justifiable.

- b. The maximum number of hours that will be paid each week by the Company at any plant will be no more than thirteen (13) hours for each one hundred (100) employees employed in the bargaining unit at such plant (and persons on the recall list).

The computation will be made on the basis of the number of employees on the Company rolls (and persons on the recall list) at each plant on the last day of the preceding month rounded to the next even one hundred (100). If the total hours paid for by the Company in a week is less than the maximum applicable to such week, the remaining hours shall be added to the maximum number of hours applicable to the next succeeding week. The details of handling such payment shall be determined at the local plant level.

- c. In addition to the maximum number of hours that will

## **Article VIII Hours of Work**

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be paid each week by the Company at any plant under Paragraph b. of this Section, the Company will also compensate Union representatives at, Fort Wayne and Tuscaloosa for time lost up to a maximum of twenty-four (24) hours in each of the plants under the conditions specified and at the rate provided for in Paragraph a. of this Section. The Company will also compensate Union representatives at Opelika for time lost up to a maximum of forty-eight (48) hours under the conditions specified and at the rate provided for in Paragraph a. of this Section.

Any employee on union business, not paid under the full time official provision, will be paid via the "green" card system. This includes divisional chairmen, union officers, stewards, relief, etc.

### **Section 14**

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The Union shall submit a list of all Committeemen and will keep such list up to date, and no recognition will be given to anyone who presumes to act as a Committeeman until such official notification is received by the Company from the Union.

## **ARTICLE VIII HOURS OF WORK**

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### **Section 1**

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- a. The normal work day and work week, and provisions regarding flexibility of working hours, shall be continued unless changed by negotiations at the local plant level and shall be set forth in the local supplemental agreement.
- (1) The normal work week and day shall be as defined in a separate memorandum.
  - (2) A shift of work shall consist of the normal work day plus any available overtime opportunities.

## Article VIII Hours of Work

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- (3) If day shift hours (start and stop time) are changed within the departments, with S.P. approval, regardless of the changed start and stop time, the shift will remain 8-1/2 hours with 30 minute unpaid lunch. Day shift employees will not be eligible for shift premiums paid to the rotating crews regardless of start and stop times except under unusual circumstances and approval by S.P.
- b. At Fort Wayne and Tuscaloosa, provisions covering the method of reducing work forces when production and maintenance requirements are decreased will be subject to negotiation at the local plant level. Notwithstanding the provisions of any local plant Supplemental Agreement, 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 job classification, department or departments to not less than twenty-four (24) hours per week, or may reduce the scheduled hours below twenty-four (24) for not more than two (2) consecutive weeks, or for not more than two (2) weeks in any three (3) month period. An increase in the number of weeks in a three (3) month period may be made by mutual agreement at the local level. The foregoing shall not be construed to require reducing the number of scheduled hours below the number of hours in the normal work week before laying off employees in accordance with the layoff provisions of the applicable local plant Supplemental Agreement.
- c. At Opelika, provisions covering the method of reducing the work force when production and maintenance requirements are decreased without the requirement of making a layoff of employees in accordance with the layoff procedure, shall continue unless changed by mutual agreement at the local level.
- d. If an employee is ineligible for an Automatic Short

## Article VIII Hours of Work

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Work Week Benefit for such week and the week is a state waiting week, the week will be deemed to be a temporary layoff out of line of seniority in conformance with Article I, Section 1 (b)(4) of the Supplemental Unemployment Benefits Agreement so long as the employee does not receive a state Unemployment Compensation Benefit.

- e. The Company will notify employees either by bulletin board posting, or by telephone, or by mail, or by home visitation or in person of any requirement to register at the employment office of the applicable state system in order to establish a waiting week.

### Section 2

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The parties agree with the principle of equal distribution of available hours of work. Present practices at each location will remain in effect unless changed by mutual agreement at the local plant level. At the request of the union, overtime hours equalization records will be reviewed periodically as mutually agreed on a local basis, to assure that agreed upon equalization rules are being followed. All overtime opportunities will be at the employee's option.

When errors made in soliciting overtime are called to management's attention, the employee will be afforded the opportunity to work corrective hours within fourteen (14) days following the date of notification.

- a) The corrective hours will be worked at the employee's discretion in his home department.
- b) If the employee elects not to work the corrective hours within this time frame, then the liability for correction ceases to exist.
- c) This fourteen (14) day period may be extended in the case when an employee is unavailable for work, or when the period includes scheduled plant shut-downs.
- d) Corrective hours not offered within fourteen (14) days of notification will be paid.

## **Article VIII Hours of Work**

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- e) Work offered as corrective hours may be offered in-class, but will be offered as hours "over and above".
- f) The above language supercedes current local language and practices.
- g. **(1) Hours of work shall be distributed as equally as practical at all times among employees holding corresponding job classifications on the same shift. Record of hours will be available for checking any time by the committeeman of the department. Errors made within the balancing of hours group that do not exceed eight (8) hours will be corrected by offering work. If not corrected within ten (10) days worked after notice has been received in writing on forms furnished by the Company and the employee has not left the balancing of hours group the employee who should have been offered the hours shall be paid for all hours lost.**

**Errors exceeding eight (8) hours within the balancing of hours group or errors outside the balancing of hours group will be corrected by payment after having receive notification in writing of the error.**

**(2) If an employee reports an absence less than one (1) hour prior to the beginning of the shift, or in cases where equipment is down due to an employee not reporting after having been scheduled and agreeing to work the Company will attempt to follow department overtime practices; however, if necessary the Company will cover as necessary and no overtime error will be filed.**
- h. **Overtime will only be worked when management deems it necessary. No light (restricted) duty employees will be allowed to work overtime unless deemed necessary by management.**

**(1) Employees wishing to work overtime must sign the overtime sheet (where agreed to by the Department Superintendent and the Division Chairman) to be posted in their bid group. This sheet must be posted within two (2) hours of the start of the shift. (This excludes Maintenance).**

**i. The parties recognize that it is often necessary to work employees on jobs outside their own department.**

**In order to provide an equitable method of sharing this type of extra work, the Company agrees to extend to others the opportunity of learning additional jobs to be available to share such extra work. Those interested in being given consideration will be allowed to indicate in writing their wishes. Training of such people will be given as rapidly as is practical.**

### **Section 3**

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**Present practices of entering the plant before the normal scheduled starting time and leaving the plant after the normal scheduled quitting time will remain in effect unless otherwise mutually agreed at the local plant.**

### **Section 4**

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**Present practices in each local plant regarding lunch periods and those concerning personal time shall be continued.**

**a. The Company agrees to provide a lunch allowance in accordance with the Directive Order of the National War Labor Board in Case No. 111-7330-D, dated April 3, 1945, respecting payment for a lunch period.**

**b. Employees working eight (8) hour shift will be allowed 50 minutes of breaks during the shift. Two (2) ten (10) minute breaks and one (1) thirty (30) minute lunch break. Employees**

## **Article VIII Hours of Work**

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working twelve (12) hour shifts will receive seventy (70) minutes of breaks with four (4) 10 minute breaks and one (1) thirty (30) minute lunch break.

c. Day shift will receive two (2) ten (10) minute breaks and one (1) thirty (30) minute unpaid lunch break.

d. Summary of breaks:

<u>8 hour</u> shifts	<u>8 hour</u> shifts	<u>12 hour</u> shifts
rotating	days	rotating
10 min.	10 min.	10 min.
30 min.	30 min.(unpaid)	10 min.
10 min.	10 min.	30 min.
		10 min.
		10 min.

## **Section 5**

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The Company and the Union agree that the following are "continuous operations":

- Operate Banburys - Complete Crew
- Operate Miscellaneous Calenders - Complete Crew
- Cement House Operators
- Operate DTW Tuber - Complete Crew
- Operate Tread Tubers - Complete Crew
- Cure Room Operators
- All Finishing
- All Sort & Label
- Power House Operators
- Stock From Production (Shipping)

It is further agreed that this does not necessarily include all of the "continuous operations" in the plant. If either party believes that there are additional "continuous operations," the subject will be open for further negotiations during the life of the Uniform Agreement of 1997.

**ARTICLE IX  
GENERAL WAGE PROVISIONS**

**Section 1**

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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 20 August, 2004, which is made a part hereof by reference.

**Section 2**

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- a. Present use of job evaluation practices shall be continued in the establishment of all base and hourly rates on newly created jobs and on jobs where there has been a change in job content. New base rates and hourly rates shall be established in a manner which will maintain a fair and comparable relationship between such new rates and the then existing rates in the factory areas traditionally used for comparison. However, if the job for which the new rates are being established is new to the department or is in a newly established department, base rates on similar operations within the traditional factory areas will be used to develop a composite base rate for comparison purposes in the establishment of the new base rate. If the job is transferred to another department, or to a newly established department, without change, the base rate will remain unchanged.
- b. Base rates or hourly rates established during the life of the Agreement shall become effective upon posting in the department. The Union will be advised as to what the rate will be as far in advance of the effective date as possible. The departmental committee-man will be informed in writing of the rate at the time it is posted. A copy of such notice will be sent to the Local Union president. The place in the department where such rates are to be posted may be subject to negotiations at the local plant level. Any dispute that may arise respecting the equity of the rate shall be

## **Article IX General Wage Provisions**

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subject to immediate review as provided for in the grievance procedure. Any increase made in the rate shall be retroactive to the effective date of the rate.

- (1) In those instances where a base rate adjustment is retroactive, such adjusted base rate shall be applied to both incentive time and special rated time.
- c. Upon request, pertinent data and information required for a sound evaluation of the new base or hourly rate will be made available to the Union for inspection in the Company's offices and at scheduled meetings between the Company and the Union. Upon request such data and other information will be copied or duplicated and furnished to the Union with the understanding that information not pertinent to the rate will not be included in the copy. Information furnished will not be disclosed to any party not directly concerned with the administration of the Uniform Agreement.

### **Section 3**

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There shall be no unlawful discrimination by reason of age, sex, creed, color, disability, or nationality, and all employees will be paid on the established base rate, hourly rate, applicable incentive rate, or rate range for the job assigned except as otherwise provided in this Agreement.

### **Section 4**

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Any claimed intra-plant inequities may be the subject of negotiation at the local plant prior to the effective date of the local supplemental agreement and such inequities, if any, found to exist shall be corrected as of the effective date of the local supplemental agreement. When the negotiations of such intra-plant inequity claims have been concluded, the then existing differentials in all basic wage rates shall remain in effect for the duration of this Agreement.

**Section 5**

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Unless changed by mutual agreement at local plant level, present practices regarding night shift differential shall continue in effect in each local plant such practices shall be set forth in the local supplemental agreement.

- a. **Shift premiums will be paid to evening and night shifts.**
  1. **Employees working between 3 PM and 7AM will receive \$0.35 per hour for all hours worked during this time.**
  2. **In addition to the shift premiums indicated in paragraph 1 above, a weekend premium of \$0.35 per hour will be paid for all hours worked on Saturday and Sunday.**
  3. **Day shift employees are excluded from 1. and 2. above.**

**Section 6**

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The Company agrees to pay an employee who serves as a juror in a legally constituted court the difference between his earnings as a juror and the earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervision no later than his first scheduled work shift after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided below 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 supervision as soon, as is practicable.

- a. Jury duty payment shall be calculated using the employee's ASTHE.
  - (1) Present practices with respect to shift assignment shall continue at each local plant unless

## Article IX General Wage Provisions

changed by mutual agreement at the local level.

- (2) Payment for jury duty will be based on the employee's regularly scheduled hours on a straight time basis only.

### Section 7

An employee who is a member of a reserve component of the Armed Forces, who is required after 30 days from the date of hire to enter upon active annual training duty, weekend training, or temporary special service, shall be paid the difference between the amount of pay he received from the Federal or State Government for such duty and normal daily or weekly, whichever is applicable, earnings for time lost while on such duty:

Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the government under this section.

Employees shall be paid their ASTHE for time spent taking a physical examination for military service when required in writing.

- a. Employees are eligible for a maximum of 20 days each government fiscal year.

Normal daily earnings shall be calculated by multiplying the employee's hourly rate, or if he is an incentive employee his ASTHE, by the number of hours in his regularly scheduled work shift. Military pay for days which are not included in the calculation of the employee's normal weekly earnings shall be disregarded in computing make-up pay under this provision.

- b. An employee who meets all the qualifications of a., above, who is required to perform weekend military service shall be compensated for the time lost, but the total payment under this Section shall be subject to the twenty (20) day limitation provided in a., above. The employee shall be paid the difference between the amount of pay he receives from the state or federal government for such weekend duty and his

## Article IX General Wage Provisions

normal daily earnings calculated by multiplying his ASTHE by the number of hours in his regularly scheduled work shift.

### Section 8

An employee who is absent from work after 30 days from date of hire because of the death of a member of his immediate family or a dependent who lives in his household, shall be paid his ASTHE for a period of three (3) consecutive working days. It is understood the 3 days of paid bereavement pay shall be related in time to the death for which such payment is made. "Immediate family" is defined to mean husband, wife, father, mother, grandfather, grandmother, grandchildren, brothers, sisters, or the employee's children. The foregoing is intended to cover legal as well as blood relationship. The following list enumerates the relationships which make up the definition of immediate family:

Mother	Brother
Step-Mother	Brother by Adoption
Mother by Adoption	Half-Brother
Father	Step-Brother
Step-Father	Spouse's Mother
Father by Adoption	Spouse's Step-Mother
Spouse	Spouse's Grandmother
Child	Spouse's Step-Grandmother
Step-Child	Spouse's Great Grandmother
Child by Adoption	Spouse's Step-Great Grandmother
Foster Child	Spouse's Father
Still Birth Child	Spouse's Step-Father
Grandmother	Spouse's Grandfather
Step-Grandmother	Spouse's Step Grandfather
Grandfather	Spouse's Great Grandfather
Step-Grandfather	Spouse's Step-Great Grandfather
Great Grandmother	Spouse's Brother
Step Great Grandmother	Spouse's Half-Brother
Great Grandfather	Spouse's Sister
Step-Great Grandfather	Spouse's Half-Sister
Grandchild	Brother's Wife

## Article IX General Wage Provisions

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Step-Grandchild	Half-Brother's Wife
Sister	Sister's Husband
Sister by Adoption	Half-Sister's Husband
Half-Sister	Step-Brother-in-Law
Step-Sister	Step-Brother's Wife
Daughter-in-Law - also Step	Step-Sister-in-Law
Son-in-Law - also Step	Step-Sister's Husband
Dependent in Household	

Present practices with respect to calculation of pay under this section shall continue at each plant.

- a) **For purposes of this clause, "Scheduled shift" is defined as a shift that is scheduled or overtime opportunity scheduled at least a day prior to the bereavement absence.**
- (b) **Payment for the three (3) days will be hour for hour for the days absent.**

It is understood that the "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 or employee remarries.

Where the employee is absent for more than three consecutive working days because of multiple deaths, additional time at the rate of three (3) days for each death will be compensated.

An employee who is absent from work because of the death of an aunt, uncle, first cousin, niece, or nephew shall be allowed one (1) day unpaid bereavement leave on the day of the funeral. This absence shall not be counted against the employee's attendance record.

Pay shall be calculated by multiplying the employee's ASTHE by the number of hours in the regularly scheduled days absented during the bereavement period. Pay in lieu of time off is not permitted.

### Section 9

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The shift (scheduled work shift, regularly scheduled work shift and normal work shift) for the purpose of computing

## **Article X Common Wage Incentive**

time lost under Sections 6, 7 and 8 of this Article shall be the normal work day as defined in the local supplemental agreement.

### **ARTICLE X COMMON WAGE INCENTIVE PAYMENT PLAN PROVISIONS**

#### **Section 1**

The Common Wage Incentive Payment Plan is intended to make each plant more competitive through improved efficiency, productivity and lower cost while maintaining employee safety, assuring consistent product quality, optimizing employee earnings opportunity, and simplifying pay plan/payroll administration.

The Common Wage Incentive Payment Plan shall replace all existing incentive pay plans, and may apply to group incentive operations.

#### **Section 2**

##### **Definitions:**

a. Foreign Elements (FE)

A Foreign Element is an element that occurs independent of production. For example, filling out a verification sheet, recording production, etc. FE time is expressed in minutes.

b. Time Calculated Production (TCP)

Time Calculated Production is the time available at a given post in which useful work can be performed. It is determined by a job evaluation specialist; It allows for breaks, lunch and fatigue. TCP is expressed in whole minutes.

c. Time Per Unit (TPU)

The time required by a qualified, trained operator working under normal conditions at a normal pace to properly complete a unit of production.

## Article X Common Wage Incentive

Times to be derived using MOST Work Measurement systems (see CBA Article XVII Section 1).

### d. Incentive Production Level (IPL)

The level of production obtained during a shift by an operator working 100% of the TCP with a 100% workload at pace 100.

$$\text{IPL} = \text{TCP/TPU Units per shift}$$

IPL is rounded to three significant figures.

Foreign elements can be paid as a separate unit of production or deducted from the TCP. In the latter case, IPL is

$$\text{IPL} = (\text{TCP-FE})/\text{TPU Units per shift}$$

### e. Points Per Unit (PPU)

Points per unit are determined by dividing the IPL into the appropriate points per shift. The system is based on 100 points per hour, so 800 points per 8 hour shift and 1200 points per 12 hour shift.

$$\text{PPU} = 800/\text{IPL} \quad \text{Or}$$

$$\text{PPU} = 1200/\text{IPL Points per unit}$$

### f. Incentive Production Level Rate (IPLR)

The rate earned by an operator working at IPL for an entire shift.

### g. Individual Incentive Rate (IIR)

Individual average hourly pay rate earned while working on incentive.

IIR will be calculated using periods defined locally to be either 7, 14, 21, or 28 days.

Hours during which an employee is working on standards, which are under protest, will not be included in the calculation of IIR unless the employee benefits from their inclusion.

### h. Average Straight Time Hourly Earning (ASTHE)

Calculation of an employee's ASTHE shall be as

## Article X Common Wage Incentive

follows:

Straight time pay divided by straight time hours worked

- (1) Includes straight time portion of the overtime work
- (2) Includes guarantee/reassignment time
- (3) Includes Incentive Earnings
- (4) Excludes shift and other premiums
- (5) Excludes vacations, holiday, bereavement, jury duty, military, SUB, other situations of pay and no work

ASTHE will be calculated every pay period or locally defined calculation period, up to 28 days in full pay period increments.

Hours during which an employee is working on standards, which are under protest, will not be included in the calculation of ASTHE unless the employee benefits from their inclusion.

### i. Incentive Pay Curve

The primary curve begins with a minimum expectation of 80% production efficiency corresponding to 80% of pay, up to a maximum of 120% production efficiency corresponding to 120% of pay.

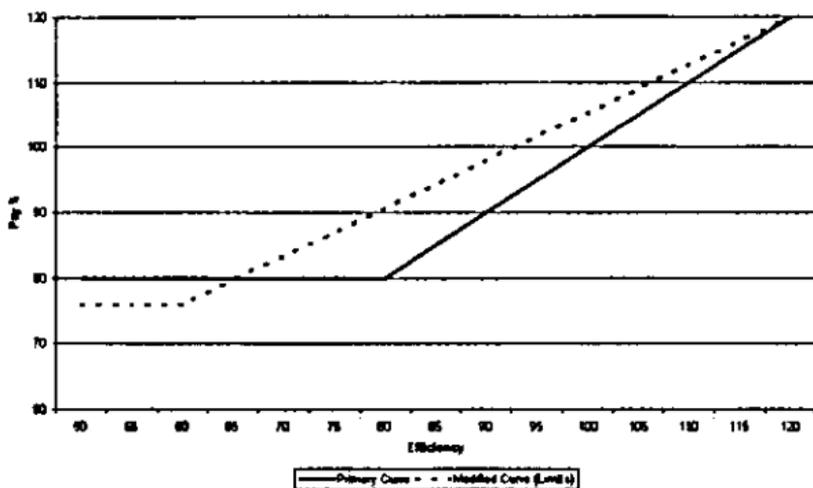
Based on the individual application, the curve may be modified to begin at a minimum of 60% production efficiency corresponding to 76% pay, up to a maximum of 120% production efficiency and pay (reference chart below).

This modification may be determined on a local basis in an effort to allow the operator to begin earning incentive wages earlier, while remaining cost neutral. A detailed explanation of any curve modifications will be provided to the Union prior to implementation.

## Article X Common Wage Incentive

The examples in this document are based on the primary curve (i.e. 80% to 120%).

Common Wage Incentive Pay Curves



### j. Minimum Pay Rate Guarantee (MRG)

A minimum hourly pay rate will be guaranteed to all qualified employees covered by the plan. This minimum hourly pay rate will be the equivalent of 80% of the 100% pay level by classification (IPLR).

## Section 3

A. This plan will utilize standards based exclusively on M.O.S.T. I.E. practices as described within Article XVII.

B. Efficiency and pay will be calculated using the following system:

Standards will be converted into points by dividing the total number of points available per day by the number of occurrences as determined by the standards.

8 hour day = 800 points required to achieve 100% pay

12 hour day = 1200 points required to achieve 100% pay

C. Example of a Standard Conversion:

## Article X Common Wage Incentive

Time Calculated Production (TCP) = 410 minutes

Time Per Unit (TPU) = 1.5 minutes

Incentive Production Level (IPL) = TCP/TPU = 410/1.5  
= 273.3 occurrences

Points Per Unit (PPU) = Total Daily Points available/Occurrences

8 hour shift = 800 points available/273 Occurrences =  
2.930 PPU or Points per unit.

### D. Total Points Earned for the day

Total Points Earned = Total number of occurrences x  
the applicable point values (PPU)

### E. Incentive Pay Calculation

1) Each operator will establish an individual incentive hourly rate (IIR) based on his or her individual performance as measured over a pay cycle.

2) Points and hours will be accumulated for the entire pay cycle for the purpose of incentive pay calculation for each employee.

3) Daily individual production may not exceed 120% of the incentive standard (960 points / 8 hours or 1440 points /12 hours). Where shifts deviate from 8 or 12 hours, 120 points per hour is a maximum.

4) All interference lost time is to be absorbed within the incentive hours worked and paid for by the pay plan.

#### 5) Formula for Incentive Pay Calculation

At the end of the identified pay period, payroll will calculate the new point average for each employee.

The calculation to be made as follows:

Point Average = Total Points/Total Hours on Incentive

The average is then used to establish the individual incentive rate (IIR) for the identified pay period(s).

## Article X Common Wage Incentive

### Example

<u>Day</u>	<u>Total Points</u>	<u>Total Hours</u>
1	800	8
2	440	4
3	0	0
4	0	0
5	0	0
6	1200	12
7	1320	12
8	960	8
9	808	8
10	570	6
11	792	8
12	808	8
13	0	0
14	0	0
15	792	8
16	832	8
17	1248	12
18	816	8
19	792	8
20	0	0
21	0	0
22	0	0
23	0	0
24	0	0
25	896	8
26	784	8
27	1224	12
28	1260	12

Example Continued:

**POINT AVERAGE = TOTAL POINTS/TOTAL HOURS**  
**ON INCENTIVE = 16,342/158 = 103.4304**

**AVERAGE POINTS = 103.4304. Therefore, EFFICIENCY = 103.4304%**

**IPLR = \$21 per Hour**

## Article X Common Wage Incentive

IPLR x Efficiency = Individual Incentive Rate (IIR) For next pay period.

\$21 x 103.4304% = \$21.7204 per hour for next pay period.

6) Assume for purpose of this example that:

IPLR = \$21.00 per hour

Minimum Rate Guarantee (MRG) = IPLR x 80%  
= \$16.80 per hour

Cap = 120% x IPLR = \$25.20

Incentive earnings will not begin until an employee has achieved beyond the 80% efficiency level

If an employee does not achieve beyond the 80% efficiency level, the MRG will be applied.

- F. "Call in Pay" and "Report for Work Pay" will be paid at the Minimum Rate Guarantee (MRG) for the applicable job classification.
- G. An employee must work a minimum of 24 hours in a given seven day calculation period in order to generate a new ASTHE, or 40 hours in a given calculation period of longer than seven days. If the minimum number of hours are not met, then use previous pay period ASTHE.
- H. An employee must work a minimum of 24 hours in a given seven day calculation period in classification on incentive in order to generate a new Individual Incentive Pay Rate (IIR) or 40 hours in a given calculation period of longer than seven days. If the minimum number of hours are not met, then use previous pay period IIR.
- I. When an incentive employee is prohibited from achieving incentive earnings due to extenuating circumstances, management will have the authority to grant ASTHE in half shift increments coinciding with the shift start, or middle of the shift, or for a full shift,

## Article X Common Wage Incentive

provided that the employee demonstrates the skill and effort required of an incentive employee to overcome the difficulty.

Management will review the condition with the employee. When ASTHE is granted, the points earned within the half shift increment or during the full shift will not be used in the calculation of pay. The points will be struck from the time card and the supervisor will sign and record the time ASTHE was granted.

- J. Employees who are on shift assigned (out of class) will be paid the rate of the job assigned or their ASTHE whichever is greater. In cases when employees are specifically assigned by their supervisor to perform work other than their normal duties, it is considered to be an on-shift assignment, and will be paid according to this section.
- K. In addition to required safety, quality and other job requirements, 80% efficiency is required for three consecutive work days in order for a learner to achieve qualification on his job.
- L. The Minimum Rate Guarantee for learners will be set at 70% of the 100% pay level for each classification.
- M. The appropriate pay progression as referenced in Appendix B will be applied for newly hired employees.
- N. Minimum production expectations for experienced employees shall be 80% efficiency.
- O. Maximum earnings levels will be 120% efficiency. Employees covered under this plan will continue working on their job assignment to the end of the shift unless they have attained 120% efficiency for their total scheduled work shift.
- P. Break(s) and lunch time are included in the time reported on standard.
- Q. Existing pay plans shall remain in effect until new M.O.S.T. standards have been developed and reviewed with the Union and the employees. Prior to

## Article X Common Wage Incentive

implementation:

- 1) The Union will be given official notice by the Company of its intent to implement the new incentive system, and
- 2) Employee meetings explaining the new pay system with joint Union/Company representatives will be held with all employees affected.

R. Incentive standards for new or modified equipment will be issued only after the Safety Department has given clearance for operation.

S. Absentee Relief/Miscellaneous Coverage operators will be subject to the rules of the Pay Plan while performing incentive work in those incentive operations that are a part of their regular classification. These operators will generate an IIR provided that they have worked 24 hours or more on incentive during pay periods of seven days, or 40 hours or more on incentive during calculation periods of longer than seven days.

When Absentee Relief/Miscellaneous Coverage operators are assigned to cover an hourly rated job, they will be paid their IIR, the hourly rate of the assigned job, or their hourly rate, whichever is higher.

When Absentee Relief/Miscellaneous Coverage operators have not worked sufficient hours to routinely update their IIR and are assigned to cover an incentive rated job, they will be paid their IIR or their hourly rate, whichever is higher.

Existing local application of payment for Absentee Relief/Miscellaneous Coverage remains unchanged.

T. Transition to Common Pay Plan:

As each classification transitions to the new common pay plan, each operator establishes an hourly rate based on his or her performance during the period. This becomes their pay rate for the subsequent period.

A transition plan is required for each distinct population moving to this Common Pay Plan.

## Article X Common Wage Incentive

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1) Qualified Operators transitioning from another Incentive System

Qualified Operators transitioning from another incentive system to this pay plan will be paid their individual average rate as established on the old pay system for this job, for one pay period. Their performance during the first period will determine their pay in the second period.

2) Qualified Operators transitioning from a Fixed Rate System

Qualified Operators transitioning from an hourly rate will be paid their individual hourly rate as established on the old pay system for this job, for one pay period. Their performance during the first period will determine their pay in the second period.

U. If the experienced employees working in a group incentive standard are prevented from producing their normal level of earnings because of a learner or group of learners working in the group, the experienced employees shall be paid their ASTHE or IIR, (whichever is applicable).

V. An employee temporarily assigned by management to developmental or experimental work shall be paid his ASTHE or IIR (whichever is applicable) for the period of an assignment when he is specifically assigned to perform work of a special nature under the direct supervision of or in accordance with the instructions of a member of supervision or the technical staff, whether or not continuously present during the period such experimental work is in progress, for the express purpose of developing or experimenting on new manufacturing processes, as contrasted with routine changes in production methods. The determining factor in deciding if this provision should be applied shall be if there is not an applicable incentive standard that accurately compensates

## Article X Common Wage Incentive

the person for the changes being made to the operation.

- W. During the first fifteen (15) working days that a new permanent standard is in use the employees working on such standard will be guaranteed minimum earnings equal to ninety percent (90%) of his ASTHE or IIR (whichever is applicable).
- X. During the first fifteen (15) working days that a revised permanent standard is in use the employees working on such standard will be guaranteed minimum earnings equal to ninety percent (90%) of his ASTHE or IIR (whichever is applicable). This guarantee will be effective in all instances except where the revision in the standard is of a minor nature and reflects only the elimination of work elements from the job or the addition of simple work elements to the job, or in instances where the final revision of the standard is established through the negotiation or arbitration procedure.

### SPECIAL RATE PAYMENT

#### Section 4: General

Special rate payments described herein do not apply to employees working under the Common Wage Pay Plan described above.

- a. Average Straight Time Hourly Earnings (ASTHE), shall mean the average straight time hourly earnings paid to the employee. An employee must work a minimum of 24 hours in a given seven day calculation period in order to generate a new ASTHE, or 40 hours in a given calculation period of longer than seven days. If the minimum number of hours are not met, then use the previous pay period ASTHE.
- b. Calculation of an employee's ASTHE shall be as follows:  
Straight time pay divided by straight time hours worked
1. Includes straight time portion of overtime

## Article X Common Wage Incentive

2. Includes guarantee/reassignment time
  3. Includes incentive earnings
  4. Excludes shift and other premiums
  5. Excludes vacations, holidays, bereavement, jury duty, military, SUB, other situations of pay and no work.
- c. ASTHE will be calculated every pay period or locally defined calculation period, up to 28 days in full pay period increments.
- Hours during which an employee is working on standards, which are under protest, will not be included in the calculation of ASTHE unless the employee benefits from their inclusion.
- d. Employees that are assigned to any job other than their own regular job shall be paid their own regular hourly rate, their ASTHE, or their earnings on the job (hourly or incentive) to which they have been reassigned, whichever is highest.
- e. If an employee believes a condition has developed which would entitle him to special rate payment under this Article, he should, as promptly as practical, notify his immediate supervisor of such condition and the special rate payment being claimed. The employee will be informed as promptly as practical, by his immediate supervisor, regarding the disposition of his claim.
- f. If the experienced employees working in a group incentive standard are prevented from producing their normal level of earnings because of a learner or group of learners working in the group, the experienced employees shall be paid their ASTHE.
- g. A learner shall not be removed from his regular job for temporary assignment to work on which he is not experienced unless there is a lack of work on the job and the removal of experienced employees from the job would jeopardize production requirements.

## Article X Common Wage Incentive

- h. The determination of an employee's "regular job" may be subject to negotiation at the local plant level.
- i. An employee assigned to work in connection with the taking of accounting inventories shall be paid his ASTHE.
- j. An employee temporarily assigned by management to developmental or experimental work shall be paid his ASTHE for the period of an assignment when he is specifically assigned to perform work of a special nature under the direct supervision of or in accordance with the instructions of a member of supervision or the technical staff, whether or not continuously present during the period such experimental work is in progress, for the express purpose of developing or experimenting on new manufacturing processes, as contrasted with routine changes in production methods. The determining factor in deciding if this provision should be applied shall be if there is not an applicable incentive standard that accurately compensates the person for the changes being made to the operation.

### FORT WAYNE AND TUSCALOOSA PROVISIONS

The following special rate payments apply to Fort Wayne, IN and Tuscaloosa, AL.

Except as provided herein, experienced employees will be paid at the base rate or hourly rate of the jobs to which they are assigned and shall be guaranteed minimum earnings equivalent to their base rate or hourly rate or other established minimum rate, as the case may be.

The term "average paid unit hour" shall mean:

- (1) The average unit hour paid to the employee during the next last pay period, provided the employee has worked the equivalent of three (3) normal work days on jobs covered by standards which are not under protest, or
- (2) If the employee does not meet the requirements of

## **Article X Common Wage Incentive**

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Item (1), above, the average unit hour paid to the employee during the last pay period, before the said next last pay period, in which the employee worked the equivalent of three (3) normal work days on jobs covered by standards which are not under protest.

Hours during which an employee is working on standards which are under protest and hours during which an employee is working under special temporary allowances or guarantees will not be included in the calculation of the average paid unit hour, unless he earns more than such allowance or guarantee.

### **PAYMENTS APPLYING TO INCENTIVE EMPLOYEES - FORT WAYNE AND TUSCALOOSA**

#### **Section 5**

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Under certain conditions, experienced employees normally working on incentive operations may be limited for temporary periods in their opportunity to maintain their normal incentive earnings. Wherever the employees will continue to put forth that additional effort for which incentive payment is designed to compensate, they shall be guaranteed ASTHE or the special rate payments as provided in sections 6,7,8,9 and 10.

#### **Section 6**

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- a. During the first fifteen (15) working days that a new permanent standard is in use the employees working on such standard will be guaranteed minimum earnings equal to ninety percent (90%) of their average paid unit hour but not to exceed eighty-five (85) units per hour nor to be less than seventy-five (75) units per hour.
- b. During the first fifteen (15) working days that a revised permanent standard is in use the employees working on such standard will be guaranteed minimum earnings equal to ninety percent (90%) of their average paid unit hour but not to exceed eighty-five (85) units per hour nor to be less than seventy-five

## Article X Common Wage Incentive

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(75) units per hour. This guarantee will be effective in all instances except where the revision in the standard is of a minor nature and reflects only the elimination of work elements from the job or the addition of simple work elements to the job, or in instances where the final revision of the standard is established through the negotiation or arbitration procedure.

### Section 7

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- a. Work performed by an incentive employee on his regular job when it is off standard shall be compensated at the rate of ninety-five percent (95%) of his average paid unit hour not to exceed ninety (90) units per hour nor to be less than seventy-five (75) units per hour at the base rate of his job.
  - (1) An employee who enters a classification on a permanent basis and who is unable to establish a new average paid unit hour or average hourly earnings, by the end of the first full week he works following the completion of his learning period, shall be given an average of the average paid unit hours, or average hourly earnings of the experienced employees in the classification or his average paid unit hour, whichever is higher.

### Section 8

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- a. When an employee is temporarily removed from his regular job and is assigned other work, he shall be guaranteed his ASTHE for the work temporarily assigned or the hourly rate of the job assigned (providing he is experienced on such job as shown by the satisfactory completion of the learning period of the job, or he is able to produce at the normal level of performance required of an experienced employee), whichever is higher.
  - (1) If the assignment under a., above, is to incentive work which is temporarily off standard, he shall be guaranteed his average paid unit hour at the base rate of his regular job or at the rate of nine-

## **Article X Common Wage Incentive**

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ty-five percent (95%) of his average paid unit hour not to exceed ninety (90) units per hour at the base rate of the job assigned, (providing he is experienced on such job as shown by the satisfactory completion of the learning period of the job, or he is able to produce at the normal level of performance required of an experienced employee), whichever is higher.

- b. When an employee is temporarily removed from his regular job and is assigned as a teacher under the situation covered by (1) and (2) below, he shall be paid special rate payments provided therein.
- (1) If he is assigned to teach on an incentive job, he shall be guaranteed his ASTHE.
  - (2) If he is assigned to teach on an hourly rated job, he shall be guaranteed his ASTHE or the hourly rate of the job assigned (the maximum of the hourly rate range if the job is covered by a rate range), whichever is higher.

### **Section 9**

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When at the request of management an employee accepts an offer of permanent placement on another job, or a transfer while there is work remaining available for him on his regular job, he shall be paid his ASTHE or the final hourly rate of the new job, if it is an hourly rated job, for a period not to exceed the learning period of the job on which he is placed or transferred.

## **PAYMENTS APPLYING TO HOURLY RATED EMPLOYEES AT FORT WAYNE AND TUSCALOOSA**

### **Section 10**

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- a. When an hourly rated employee is temporarily removed from his regular job and is assigned other work under the situations covered by (1), (2), (3), (4), (5) and (6) below, he shall be paid special rate pay-

## Article X Common Wage Incentive

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ments provided therein.

- (1) If he is assigned to incentive work covered by standards, he shall be guaranteed his regular hourly rate.
  - (2) If he is assigned to incentive work which is temporarily off standard, he shall be guaranteed his regular hourly rate or a ninety (90) unit hour at the base rate of the job assigned (providing he is experienced on such job as shown by the satisfactory completion of the learning period of the job, or he is able to produce at the normal level of performance required of an experienced employee), whichever is higher.
  - (3) If he is assigned to work on a higher hourly rated job on which he is experienced, as shown by the satisfactory completion of the learning period of the job, or he is able to produce at the normal level of performance required of an experienced employee, he will be paid the higher hourly rate. Where the job is covered by a rate range, he will be paid the maximum of the hourly rate range.
  - (4) If he is assigned to work on a higher hourly rated job and does not meet the experience or performance requirements set forth in (2) above, he will be paid his regular hourly rate.
  - (5) If he is assigned to work on a lower hourly rated job, he will be paid his regular hourly rate.
  - (6) If he is assigned to work on a job on which there is no established base or hourly rate, he shall be paid his regular hourly rate.
- b. When an hourly rated employee is temporarily removed from his regular job and is assigned as a teacher under the situations covered by (1), (2), (3), and (4) below, he shall be paid special rate payments provided therein.
- (1) If he is assigned to teach on an incentive job, he shall be guaranteed his regular hourly rate or the

## **Article X Common Wage Incentive**

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average of the average paid unit hours of the experienced employees on the job assigned at the base rate of the job assigned, whichever is higher.

- (2) If he is assigned to teach on a higher hourly rated job, he shall be paid the higher hourly rate. Where the job is covered by a rate range, he will be paid the maximum of the hourly rate range.
- (3) If he is assigned to teach on a lower hourly rated job, he will be paid his regular hourly rate.
- (4) If he is assigned to teach on a job on which there is no established base or hourly rate, he shall be paid his regular hourly rate.

## **Section 11**

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If an hourly rated employee, at the request of management, accepts an offer of permanent placement or a transfer to another hourly rated or incentive job while there is work remaining available for him on his regular job, he shall be paid as follows:

- a. If he accepts an offer of permanent placement or a transfer to an incentive job, he shall be paid the hourly rate of his former regular job for a period not to exceed the learning period of the job on which he is placed or transferred.
- b. If he accepts an offer of permanent placement or a transfer to a higher hourly rated job on which he is experienced, as shown by the satisfactory completion of the learning period of the job, or he is able to produce at the normal level of performance required of an experienced employee, he will be paid the higher hourly rate.
- c. If he accepts an offer of permanent placement or a transfer to a higher hourly rated job and does not meet the experience or performance requirements set forth in b., above, he will be paid the hourly rate of his former regular job for a period not to exceed the learning period of the job on which he is placed

or transferred.

- d. If he accepts an offer of permanent placement or a transfer to a lower hourly rated job, he shall be paid the hourly rate of his former regular job for a period not to exceed the learning period of the job on which he is placed or transferred.

**PAYMENTS APPLYING TO HOURLY RATED  
AND INCENTIVE EMPLOYEES  
FORT WAYNE AND TUSCALOOSA**

**Section 12**

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- a. When an employee is given an assignment, permanent or temporary, or a transfer in the following instances, he will be guaranteed the base rate of the incentive job to which he is assigned or transferred, or a rate equivalent to a sixty (60) unit hour (or the minimum rate of the job wherever now so applied at the local plant level) if transferred to an hourly rated job:
  - (1) When the employee requests the assignment or transfer, or
  - (2) When the employee is permanently assigned to another job in his department or transferred due to lack of work, or fulfillment of seniority requirements.
- b. An employee permanently restricted (by the Medical Department) against continuing on, or returning to, his regular job because of a factory injury, occupational disease or because of a sensitivity of an occupational nature, shall be paid as follows:
  - (1) If he is placed on an incentive job, he shall be paid his ASTHE for a period not to exceed the learning period of the job.
  - (2) If he is placed on an hourly rated job, he shall be paid the hourly rate of the job.

## **Article X Common Wage Incentive**

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### **Section 13**

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- a. An employee shall be paid at the rate of eighty-five percent (85%) of his average paid unit hour, not to exceed eighty (80) units per hour not to be less than seventy-five (75) units per hour, at the customary base rate or his hourly rate for lost time due to mechanical breakdown, waiting for stock and the like.
- b. Payment for lost time will not be made when normal operations are affected by any interference in violation of Article VII, Section 1b. except that an employee who is personally directed by supervision to remain available for work during such delay will be compensated for the time he is required to wait.

### **Section 14**

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- a. An employee shall be paid seventy-five (75) units per hour at the base rate of his regular job or his hourly rate for time he is required to spend in receiving medical treatment furnished to him by the Company during his work shift as a result of a non-occupational illness or injury.
- b. An employee shall be paid his average paid unit hour at the base rate of his regular job or his hourly rate for the time he is required to spend in receiving medical treatment furnished to him by the Company during his work shift as a result of an occupational illness or injury in the course of his employment. If he is sent home or is confined in a hospital for such medical treatment for the balance of his shift or longer, such payment shall be made to the end of the work shift on which he is first sent home or confined in a hospital because of such occupational illness or injury. If he is absent for three (3) or more working days due to occupational illness or injury, and on his first shift of his return to work he is sent home or is confined in a hospital for the balance of such shift or longer because of such illness or injury, such payment shall be made for the balance of such shift.

## **Article X Common Wage Incentive**

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- c. No payment will be made to an employee for time spent in receiving such medical treatment outside his regular working hours or on days on which he does not work.

### **GENERAL RULES - FORT WAYNE AND TUSCALOOSA**

#### **Section 15**

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- a. When the productive work of an experienced employee decreases without proper cause to less than sixty (60) units per hour, the Company may pay only for actual productive work performed commencing with the beginning of the employee's shift that next follows the shift on which written notice is given to the employee and the department committeeman. A copy of such notice will be sent to the Local Union President.
- b. In any instance where there is an unjustifiable decrease in the performance of an employee working on any of the guarantees set forth in this Article, such guarantee may be withdrawn commencing with the beginning of the employee's shift that next follows the shift on which written notice is given to the employee and the department committeeman. In such instances, the president of the Local Union will be informed through the office of his normal management contact.
- c. When a guarantee is removed in accordance with b., above, and it is not possible to measure the performance of the employee by an incentive standard applicable to the operation which he is performing, he will be paid sixty (60) units per hour.

#### **Section 16**

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- a. "Transfer" applies when an employee is given a permanent assignment to work in a new department and

## **Article X Common Wage Incentive**

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his clock card designation is changed to reflect his new department.

- b. No employee shall be required to accept a temporary assignment across departmental lines when there are other employees with lesser Company service credit then available in his department and on his shift who can satisfactorily perform the assignment.
- c. The hiring rate for newly hired incentive employees shall be a sixty (60) unit hour at the base rate of the job. Hiring rates for newly hired hourly employees, wherever now related to unit hour equivalents, will be established at the equivalent of a sixty (60) unit hour at the base rate of the job, or the minimum rate of the job, whichever is higher.
- d. When an experienced incentive employee has no established average paid unit hour, his average paid unit hour shall be an average of the average paid unit hours of the other experienced employees on his regular job.

## **Section 17**

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- a. If the learner is temporarily assigned to work other than that which he is learning, because of lack of work, he shall be paid as follows:
  - (1) If he is a transferred, reinstated or reassigned employee and he is temporarily assigned other work due to lack of work on his regular job, he will be paid in accordance with Article X, Section 4 or 6, whichever is applicable.
  - (2) If he is a newly hired employee and temporarily assigned other work due to lack of work on his regular job, he will be guaranteed seventy-five (75) units per hour at the base rate of his regular job, or a rate equivalent to seventy-five (75) units per hour if the job from which he is removed is an hourly rated job, or the minimum rate of the job to which he is assigned, whichever is greater.

## Article X Common Wage Incentive

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- b. Work performed by a learner on his regular job when it is off standard shall be compensated at the rate of seventy-five (75) units per hour for the first one-third, eighty (80) units per hour for the second one-third, and eighty-five (85) units per hour for the last one-third of his learning period at the base rate of his job.

### OPELIKA PROVISIONS

The following special rate payments apply to Opelika, AL. Present special rate payments not specifically contained herein will remain the same unless changed by mutual agreement between the parties at the local level.

#### Section 18

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Where the term "average hourly earnings" appears in this Agreement it shall mean the figure arrived at by dividing the total straight time earnings by the total number of hours worked for a specified period of time during which the employee was working on his regular job under normal conditions. The period of time used shall be established on a local basis.

- a. (1) For the payment of average hourly earnings where reference to average or average hourly earnings appears either in the Uniform Agreement or this Supplemental Agreement, the period of time to be used for establishing average on individual payment jobs shall be the pay period previous to the last pay period during which time employee was working on his regular job under normal conditions. It is understood that overtime hours will not be used in computing an employee's average unless he works on his regular job.**
- (2) In the computation of an employee's average hourly earnings, training and/or learn-**

## **Article X Common Wage Incentive**

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er's pay will be excluded, except for new employees.

**(3)** When an employee's Average Hourly Earnings is determined by the payment of others (service person, etc.) then any students/learners will be excluded from this calculation.

**(4)** In cases where employees have lost their average due to a prolonged absence of six (6) months or more duration, the employee shall again have to re-establish his average and shall temporarily have his average determined on a daily basis until two weeks have been completed, after which the provisions of Paragraph 1, above, will apply.

## **Section 19**

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It is agreed that employees shall be paid average hourly earnings under the following circumstances:

**(1)** For time spent in reporting for the first treatment of an industrial injury or industrial illness received in the course of employment, or for the balance of the shift if the employee is unable to return to work on the shift during which he suffered the injury or illness, and for time spent for subsequent treatments on or off shift in the plant dispensary (or its equivalent where there is no plant dispensary) when the employee is directed by the Medical Department or supervision to report for such treatment.

**(2)** Upon the request of an inspector from the office of Occupational Safety and Health Administration for a Union representative to accompany him on a plant inspection, the Company will pay A.H.E. to the Chairman of the Union Plant Safety Committee or his alternate for the time spent with the inspector on the actual inspection of areas of the plant covered by the Union contract and, when requested by the inspector

## Article X Common Wage Incentive

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to attend, for time spent at the review meeting of such inspection.

- (3) For time spent taking a physical examination for military service when required in writing.
- (4) For time spent taking physical examinations requested by the Company, excluding pre-employment and return-to-work physicals.

### Section 20

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- (1) When an employee is temporarily transferred to other work outside of his regular assignment and such employee's regular job is continued or would have continued if the transfer had not been made, he shall be paid his average hourly earnings or actual earnings, whichever is higher.
  - (a) **When such moves involve job classifications with more than one employee, then the senior employees will have their choice of jobs.**
- (2) When temporary transfers are made in an effort to afford an employee a full day's work the actual earnings on the job as provided for in the local wage payment plan will apply. The employee may choose not to accept such work and may go home without pay or Supplemental Unemployment Benefits and will not be disciplined for refusing to accept such work.
- (3) When transfers are made because of production changes, payment will be made in accordance with local wage payment practices.

### Section 21

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An employee who has worked his last regularly scheduled shift shall, for the first half of his regular shift, receive one-half of a normal day's pay at delay time rate. If, however, work is made available to him on a job other than his regular operation, he shall receive for the half day the earnings that he can establish upon this job assignment, or the delay time rate of his regular job, whichever is the higher.

## **Article X Common Wage Incentive**

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For any unworked portion of one-half of a normal day, employees will be paid at delay time rate.

- a. **When employees have no work on their regular jobs and accept available assignments beyond the period for which call-in pay is provided, they shall be paid the delay time rate or actual earnings on such assignment, whichever is higher, except as provided for otherwise in Section 16 of this Article and Article XIV, Section 1 of the Uniform Agreement.**

### **Section 22**

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- a. **The payment for delay time rate (downtime) shall be established as follows:**
  1. **Payment will be made for full tenths (1/10) of an hour only.**
  2. **Straight time hourly employees at their established straight time hourly rate.**
  3. **Incentive employees at average not to exceed the 65-unit hour rate of the job.**
  4. **Students will be at average not to exceed the 65unit hour rate.**
- b. **The payment for "working delay" time rate, (cleaning, jams, defective materials, etc.) shall be established as follows:**
  1. **Payment will be made for full tenths (1/10) of an hour only.**
  2. **Straight time hourly employees at their established straight time hourly rate.**
  3. **Incentive employees at 92% of average not to exceed the 85 unit hour rate of the job.**
  4. **Students will be at 92% of average not to exceed the 85 unit hour rate of the job.**
  5. **The above payments will supersede any previously agreed to special agreements or**

pay plans.

6. This will be the proper payment for the following operations: repairing tires; slitting treads; cutting rubber (other than the regularly assigned employee) and any other hourly jobs that pay less than an employee's working delay rate. The hourly rates for these operations will be removed.
- c. If employees experience delay (downtime) during the workday or are kept in anticipation of available work, they shall be paid for such time at the delay time rate. (Ineffective time is not to be construed as down delay). However, such employees will be required to accept other than their regular assignments during such periods and for such assignments shall be paid the delay time rate or actual earnings on the job to which assigned, whichever is higher. Every effort will be made to provide work if available, which will be paid at the working delay time rate.
- d. Employees shall receive off-standard pay when standards have not been established on new or changed operations, and experienced employees working on the job at that time will be paid at 92% of their average (unless changed by a mutually agreed upon pay plan). Students will be paid at 92% of their average. Operations that remain off standard for a period of more than one week shall be paid at the employees original 92% until the operation goes back on standard. It is understood and agreed that employees receiving off-standard pay will put forth average and honest effort.
- e. Average hourly earnings or actual earnings, whichever is greater, will be paid to employees when assigned to work outside their bid groups except in those instances where the employee

## **Article X Common Wage Incentive**

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accepts the over time outside of his bid group.

### **Section 23**

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#### **Guarantee Removal**

When the productive work of an experienced employee decreases without proper cause to a performance rating of less than a sixty (60) unit hour, the Company may, upon giving twenty-four (24) hour written notice to the employee and the department representative, remove the sixty (60) unit hour minimum guarantee and pay only for the actual productive work performed. The minimum guarantee will be restored after three (3) consecutive days of his normal production. A written notice will be given the department committeeman when the minimum guarantee is restored.

### **Section 24**

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#### **Wash-up Time**

Employees assigned to the following classifications will be eligible for wash-up:

All Banbury Personnel  
Refiner and Stock Salvage  
Receiving - Banbury Stocker, CB Operator,  
Trash Operator  
All Maintenance  
Oiler - Banbury Assignment  
Janitor - Banbury Area  
Rail and Truck Dock Operators  
All Sanitation Personnel  
Spray Lube Operators  
Machine Cleaners  
White Sidewall Set-up

Personnel eligible for wash-up will be paid a special payment of \$6.72 (as of Jan. 1998) per occurrence. Any future increases (C.O.L.A. & G.W.I.) will increase the special payment by a factor of 0.0045

## **Article XI Premium Pay for Overtime**

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cent for each one (1) cent increase in C.O.L.A. or G.W.I.

To be eligible for such payment employee must punch out at least 18 minutes after shift change. This payment will not be used in computing AHE and this time will not be credit time for overtime payment.

### **Section 25**

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Payment of light (restricted) duty employees will be at 80% of average hourly earnings.

### **Section 26**

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When additional people are required on an operation on a scheduled basis, they will be treated under the principle that they will be paid the same as the regular operators on the job. This means for example, when production is running and an additional mold changer is needed for scheduled extra mold changes, he will be paid the same as the regular mold changers for the day.

## **ARTICLE XI**

## **PREMIUM PAY FOR OVERTIME**

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### **Section 1**

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- a. The workweek for the purpose of calculating overtime shall be any seven (7) consecutive days commencing at the same time on the same calendar day each week. Present practices with respect to the commencement and ending of the work week for overtime purposes in effect in the local plants shall continue in effect for the duration of this Agreement unless changed by mutual agreement between the local plant management and the local union.
- b. Any overtime or premium pay provision in the local plant agreements or local practices not specifically covered by this agreement shall continue in effect.

## **Article XI Premium Pay for Overtime**

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### **Section 2**

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- a. Time worked in excess of eight (8) hours in any twenty-four (24) hour period, or in excess of eight (8) hours in a consecutive work period, or in excess of forty (40) hours in any one work week, will be paid for at the rate of time and one-half.
- b. At Fort Wayne and Tuscaloosa if, in connection with an emergency work assignment, an employee reports for work without twelve (12) hours having elapsed since he ended his last shift of work, all hours worked in excess of eight (8) hours on the shifts concerned will be considered to be overtime and paid for at the rate of time and one-half.
- c. Premium pay will not be duplicated by counting the same hours in the calculation of daily overtime pay under a. and b., above. Hours of work compensated for at time and one-half on a daily basis will not be included as hours worked in calculating hours worked in excess of forty (40) hours per week.
- d. Hours worked on any of the eleven (11) holidays designated in Article XII will be considered as hours of work in calculating hours in excess of forty (40) per week, except that premium pay will not be duplicated for the same hours worked on a particular day. When a holiday occurs after forty (40) hours have been worked in the work week, triple time only will be paid for hours worked on such holiday.
- e. Hours not worked on any one of the eleven (11) designated holidays, but compensated for under the holiday pay provisions of Article XII, Section 2, and hours not worked by reason of an employee being on a scheduled vacation shall be considered as hours of work in computing hours in excess of forty (40) per week, provided such hours fall within the first five (5) days of the work week used for the purpose of calculating overtime. For the purpose of this paragraph, hours not worked on a day of vacation shall be

## **Article XI Premium Pay for Overtime**

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determined as being the actual daily schedule up to but not in excess of eight (8) hours on which the majority of his available hours were scheduled during the vacation week in which he returned to work, except that if such day is also a holiday and the employee qualifies for holiday pay under Article XII, Section 2, the hours not worked shall be only those hours compensated for under Article XII, Section 2.

- f. Hours lost by an employee from his regularly scheduled shift paid for by the Company at straight time under the applicable provisions of this Agreement and hours lost by an employee from his regularly scheduled shift for which the Union pays, shall be counted in computing hours for the purpose of calculating overtime hours in the application of overtime payment for hours actually worked. The method of certification of such union time will be determined at the local plant level.
- g. Normal daily hours not made available to an employee during the employee's normally-scheduled work week shall be considered as hours worked in computing hours over forty (40) per week for the purpose of calculating overtime hours in the application of overtime payment for hours actually worked.
  - (1) Normal daily hours not made available will also include the following:
    - a. When sent home or scheduled off for lack of work.
    - b. Mechanical breakdowns.
    - c. Union business not paid for by the Company.
    - d. Death in the immediate family, not to exceed five (5) days.
    - e. Jury duty or examination as a prospective juror.
    - f. Appearance before Selective Service Board.

## **Article XI Premium Pay for Overtime**

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- g. When returning from Workers' Compensation or Accident and Sickness time lost because of hours not worked.
  - h. Time lost because of hours not scheduled on Christmas Eve and New Years Eve.
  - i. When rehired from layoff status, time lost because of hours not worked.
  - j. When required to appear as a plaintiff, defendant or witness for any court of record.
  - k. Hours not worked in the week prior to the day the employee returns from an approved leave of absence.
  - l. Time lost by employees for time spent as elected part time government officials.
- (2) The following hours lost by employees shall not be considered as hours worked within the meaning of this paragraph.
- a. Hours lost by employees involved in or affected by any interference with the Company's normal operations as set forth in Article VII, Section 1 of this Agreement.
  - b. Hours which are not made available to an employee who reports for work after having been absent from work for personal reason not covered by a written leave-of-absence.
  - c. **It is understood that in the case of power house assignments, days scheduled out in accordance with the normal schedule for this operation.**
  - d. **In a case of a major breakdown affecting the entire department, or government restrictions.**

**Section 3**

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- a. Time worked on Sundays will be paid for at the rate of double time. Hours worked on Sundays will not be considered as hours of work in calculating hours worked in excess of forty (40) per week and will be paid for at double time only regardless of the number of hours worked during the workweek.
- b. Practices providing for the payment of double time for Sunday work on other than a calendar day basis when the beginning of the scheduled work day does not coincide with the calendar day have been established in some of the local plants and will be continued unless changed by mutual agreement at the local plant level. Similar practices may be established by mutual agreement in those plants where such practices have not been established.

**(1) For the purpose of computing premium pay for Sundays, a day shall consist of a twenty-four (24) hour period as defined in a separate memorandum, mutually agreed upon by the parties.**

**ARTICLE XII  
HOLIDAYS**

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**Section 1**

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- a. The Company recognizes the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; for each employee, their birthday; and four (4) additional holidays to be determined by agreement at the local plant level and set forth below. The four additional holidays shall be selected at a time which will not normally cause an additional plant shutdown. If any such holiday falls on Sunday, it shall be observed on Monday. The employee's birthday holiday may be observed on any day during the week in which his birthday falls, provided that the employee schedules such birthday

## **Article XII Holidays**

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holiday at least one week in advance. The scheduling of the birthday holiday must not conflict with regular production requirements. If the employee's birthday holiday is not scheduled at least one week in advance (present practices at Opelika will remain in effect) then it shall be observed on the day the birthday occurs. Should an employee's birthday fall on any of the other designated holidays, it shall be observed either as provided above or on his scheduled work day immediately following said holiday. All work performed on any such holiday shall be paid at the rate of triple time.

- (1) The four (4) holidays determined at the local plant level for each holiday period shall be as follows:**

**April 21, 2003 through April 20, 2004  
Friday, November 28, 2003  
Sunday, April 11, 2004**

**The remaining two (2) holidays may be taken as pay in lieu of, or scheduled by the employee on an individual basis.**

**April 21, 2004 through April 20, 2005  
Friday, November 26, 2004  
Sunday, March 27, 2005**

**The remaining two (2) holidays may be taken as pay in lieu of, or scheduled by the employee on an individual basis.**

**April 21, 2005 through April 20, 2006  
Friday, November 24, 2005  
Sunday, April 16, 2006**

**The remaining two (2) holidays may be taken as pay in lieu of, or scheduled by the employee on an individual basis.**

- (a) The negotiated floating holidays will be administered in the same manner as a "birthday holiday." A card provided by**

the company must be turned in to payroll the Thursday prior to the week the employee is requesting payment in lieu of, or scheduling the floating holiday.

- (b) Floating holidays may be taken on a twelve (12) hour shift when combined with four (4) hours of vacation.
  - (c) Floating holidays may not be banked from one holiday year (April 21 through April 20) to the next. Automatic payment in lieu of the holidays will be provided for all floating holidays not taken in any April 21 through April 20 holiday year. Payment will be the first pay period following April 20.
2. Holidays will be paid based on the employee's regular scheduled hours on the day of the holiday. If the employee's regular scheduled hours are 12.0 hours, they will receive 12.0 hours holiday pay. If the holiday falls during the employee's scheduled day off they may choose to take the holiday at a later date or choose to be paid in lieu of time off. Floating holidays and pay in lieu of floating holidays will be 8.0 hour holidays and will be paid at the employee's AHE.
- (a) When employees on ten (10) hour shifts take a floating holiday they will be paid based on the employees regular scheduled hours on the day they take the holiday. Floating holidays sold for pay in lieu of time off will be for eight (8) hours only.
3. If an employee's birthday falls on a regular scheduled 12 hour shift, then the employee may schedule the day off on another regular scheduled 12 hour shift the week before,

during and after the date of birthday, employees may choose pay in lieu of rather than taking the birthday holiday off. It is the employee's responsibility to schedule the day off by communicating their choice to their supervisor the week prior to taking holiday. Employees who fail to notify their supervisor of their intent will be paid in lieu of, if the holiday is not taken within the allowed three week period.

- b. Practices providing for the payment of triple time for holiday work on other than a calendar day basis when the beginning of the scheduled work day does not coincide with the calendar day have been established in some of the local plants and will be continued unless changed by mutual agreement at the local plant level. Similar practices may be established by mutual agreement in those plants where such practices have not been established.
  - (1) Time worked on Christmas Eve and New Year's Eve at Opelika when those days are not designated as holidays shall be paid for at the rate of double time. The hour in which such payment commences shall be determined by local negotiations.
    - (a) All time worked after 3:00 P.M. on New Year's Eve and Christmas Eve shall be paid for at the rate of double time. All hours not worked by an employee by reason of this paragraph shall be considered as compensated or available hours under Article IX, Section 9, of the Supplemental Unemployment Benefit Plan as pertaining to the short week provisions of such agreement.

(2) For the purpose of computing premium pay for Holidays, a day shall consist of a twenty-four (24) hour period as defined in a separate memorandum, mutually agreed upon by the parties.

- c. When an employee at Fort Wayne and Tuscaloosa 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 number of hours on which such holiday pay is based as 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.
- d. Employees at Opelika working less than their standard shift on a holiday will be paid at triple time rate for all hours worked on the holiday but in no case less than one-half of a normal shift, not to exceed four hours, and their ASTHE for the remaining number of hours of their standard shift, except that those employees who continue to work into the holiday for necessary clean-up operations and those employees who begin work prior to the close of a holiday for necessary start-up operations and continue to work, will be paid only for the hours worked on the holiday at triple time rates and such payment shall be in addition to the regular holiday payment for the day.

## Section 2

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- a. An employee shall be paid for the holidays listed in Section 1 regardless of the day of the week on which the holiday is observed, provided such employee has worked his scheduled hours (the normal work day or his scheduled hours, if less than a normal work day) on his last scheduled work day prior to and his first

## Article XII Holidays

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scheduled work day after such holiday; provided, however, that where holidays fall on two consecutive calendar days, he need only work his scheduled hours on his last scheduled work day prior to the first such holiday to be eligible for holiday pay for such first holiday and his scheduled hours on his first scheduled work day after the second such holiday to be eligible for holiday pay for such second holiday; and provided further, if there are three consecutive holidays and there are no scheduled work days before or after the second holiday, such holiday will be paid.

- (1) Employees who are laid off for a lack of work in the work week prior to or in which any holidays occur, or who are recalled to work in the work week in which any holidays occur or in the succeeding week, shall be paid for such holidays.
- (2) When any of the above holidays fall within a period when an employee is temporarily not scheduled, and a definite date has been set for his return, the employee will be paid for such holidays. Holidays falling within layoffs of indefinite duration will be compensated for as provided in Section 2a. (1) above.
- (3) Employees who leave work pursuant to an approved sick leave or leave of absence up to thirty (30) calendar days prior to a holiday or who return to work after an approved sick leave or leave of absence within thirty (30) calendar days of a holiday shall be paid for such holiday.
- (4) An employee shall not be eligible for such holiday payment if he fails to work his last regularly scheduled shift prior to, and his first regularly scheduled shift after such holiday unless excused or is absent for other satisfactory reasons.
  - (a) It is agreed that satisfactory reasons for

excused absences on qualifying days would be the same as are considered to be satisfactory on any other workday. If more employees ask to be excused than can be accommodated under the above stated principle, the determination of those to be excused shall be resolved on a local plant basis.

- (5) Employees who fail to work on the qualifying day before or after a holiday and who have not been previously excused will qualify for holiday pay if the absence was caused by death or serious illness in the immediate family, personal injury or illness or other normally accepted reasons. Employees will not be required to furnish documentary evidence unless the attendance record of the employees is such as to make questionable the reason for his absence.
  - (a) "Death in the employee's immediate family" shall include the death of parent (including stepparent), mother-in-law (including stepmother-in-law), father-in-law (including stepfather-in-law), brother (including stepbrother and half brother), sister (including stepsister and half sister), sister-in-law, brother-in-law, grandparents (including spouse's grandparents), grandchildren, son-in-law, daughter-in-law, aunt, uncle, cousin, husband, wife and blood, step or adopted children, nephews and nieces.
  - (b) "Serious illness in the employee's immediate family" shall include such illness on the part of parent (including stepparent), mother-in-law, (including stepmother-in-law), father-in-law (including stepfather-in-law), sister (including stepsister), brother (including stepbrother), husband, wife, grandparents, grandchildren, son-in-law, daughter-in-law,

## Article XII Holidays

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and blood, step or adopted children.

- (6) When any of the above holidays fall within the period an employee is on vacation and he is absent from work because of such vacation, the employee will be paid for such holidays notwithstanding the above. The Union and employees will cooperate with management in performing necessary work assignments prior to and following a vacation period so as not to disrupt production.
- b. At Fort Wayne and Tuscaloosa, holiday pay shall be computed by multiplying the employee's ASTHE (including night shift differential) by the number of hours set forth in the local supplemental agreement as constituting the normal work day.
- c. At Opelika, when no work is performed on the above-designated holidays, employees covered by this agreement will be paid for these holidays an amount equal to the employee's ASTHE multiplied by the number of daily hours the employee is scheduled to work in the week in which the holiday occurs, but in no case shall payment be for more than the normal number of hours the employee would have been scheduled to work on that day or less than the standard number of hours in the work shift as provided in the Local Supplemental Agreement. It is understood that the ASTHE to be used in the payment of Holiday Pay shall include Night Shift Bonus if the employee shall be eligible for this payment in the regular course of his work day.
- d. An employee whose work is in a necessary continuous seven (7) day operation shall receive holiday pay in the event the holiday falls on one of his regularly scheduled days off and he meets the other eligibility requirements set forth above. If he is scheduled to work, he shall not receive holiday pay if he absents himself from the scheduled work on such holiday without a reasonable excuse. Employees will be

excused from such work on request if there are other qualified employees available to perform the necessary work. Determination of what constitutes "a necessary continuous seven (7) day operation" shall be made at the local plant level.

**(1) Due to the fact that the Power House requires coverage on a seven (7) day continuous operation basis, during production periods, power house operators will be scheduled off during the week on a rotating basis as has been the practice since the Opelika Plant has been in operation. If mutually agreed, schedule may be changed to be consistent with the "Seven (7) Day" continuous operation plan for weekend production.**

- e. In emergencies as defined in (i) below, where maintenance work essential to the continued operation of the plant is scheduled for a holiday, employees assigned to such work will be excused upon request if other employees are available to perform the necessary work. An employee who is assigned or who has accepted a holiday assignment to work in place of another and then fails to report for and perform such scheduled maintenance work will not be eligible for holiday pays unless such employee is otherwise qualified and has a reasonable excuse. Where employees must be assigned, such assignments shall be consistent with the equalization of hours program in the local plant.

**(1) The term "emergencies" shall cover repair of major mechanical breakdowns, repair of facilities where the failure to make such repairs would jeopardize current production schedules, other work which could not and cannot be done on other than the holiday without handicap to production, and repair of facilities which may have been damaged by fire, flood, tornado, or act of God.**

### **Article XIII Local Plant Variations**

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- f. If employee(s) are denied holiday pay for any holiday listed in Article XII, the Company will give a list of the employees and reason for denial to the Local Union President or his designated representative no later than Friday of the week following the week in which the holiday is observed.
- g. If otherwise eligible, an employee who has been temporarily suspended for disciplinary reasons will not be deprived of holiday pay if such holiday falls within the period of suspension.
- h. Employees shall be eligible for such payment one (1) day after date of hire.

### **ARTICLE XIII LOCAL PLANT VARIATIONS**

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In any instances where local plant practices with respect to Saturday premium pay are more favorable to employees than are the provisions of this Agreement, the existing local practices shall remain in effect.

### **ARTICLE XIV REPORTING FOR WORK PAY**

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#### **Section 1**

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- a. An employee who has worked his last regularly scheduled shift or who was absent and had properly notified the Company as to the reason for his absence and who reports for work at his regular shift time without having been notified to the contrary by the Company at least 3 hours prior to his starting time, or reports for work at a time requested by the Company and is not assigned work, he shall be paid for one-half of the normal shift at his ASTHE.

If the employee is assigned work for a lesser period than one-half shift, he shall be paid at the rate speci-

## Article XIV Reporting for Work Pay

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fied above for that part of one-half shift during which work is not made available for him. The normal shift for purposes of this Section shall be the number of hours set forth in the local Supplemental Agreement as constituting the normal workday.

- b. Payment under the foregoing conditions shall be at time and one-half provided the employee would have been paid at the rate of time and one-half if he had worked the hours for which he qualified for reporting pay under a., above.
- c. Employees called to work at a time other than their regular shift by reason of emergency work will be paid at least four (4) hours at the rate of time and one-half. This provision c. does not apply to employees called in advance of their scheduled shift who continue to work their regular shift.
- d. An employee who reports for work and is offered work which he is qualified and equipped to perform on other than his own job, will have the right to go home if he chose not to accept this assignment. Such employee would receive no call-in pay or Supplemental Unemployment Benefit, and would not be disciplined for such refusal.

It is further understood that if the Company wished the employee to stay and accept the assignment and offered to pay said employee his ASTHE that the employee would be expected to stay and perform the assigned work but would not be disciplined if he did not accept the assignment.

- e. Payment for work performed by employees when called in for emergency work on a premium day not scheduled in advance (Sunday and the eleven recognized holidays) shall be at the premium rate for that day for a minimum of four (4) hours, regardless of the four (4) hours and such payment shall be in addition to the regular holiday payment for the day. Employees called in advance of their scheduled shift

## **Article XIV Reporting for Work Pay**

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who continue to work their scheduled shift shall be paid the premium rate provided for herein for the hours worked on the premium day and such payment shall be in addition to the regular holiday payment for the day.

- f. Payment under the foregoing conditions on Sundays will be at double time; on holidays, such payment will be at triple time.
- g. Reporting for work pay under Section 1f. Above shall be in addition to the regular holiday payment for that day.

## **Section 2**

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Reporting for work pay will not be made when:

- a. Normal operations are affected by major mechanical breakdowns which affect all or substantially all of the operations in a department, division or plant, or
- b. An employee's normal activity on his regular job is affected by any interference with the Company's normal operations in violation of Article VII, Section 1 (except that when the employee is personally instructed by his foreman to remain at work, he will be compensated for the time he is required to wait), or
- c. Other conditions beyond the control of the Company occur, such as fire, flood, tornado, etc.
- d. The Company has been unable to notify the employee not to report for work because the employee has failed to record with the Company his current address or telephone number at or by which he may be reached. If desired, the method and time of making such notification may be negotiated at the local plant.

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**ARTICLE XV  
VACATIONS**

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**Section 1**

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a. An employee who meets the service requirements between December 31 of the year immediately preceding the vacation year and December 31 of said vacation year, both dates inclusive, shall thereupon become eligible for vacation under the following program:

(1) Each employee with one (1) or more years but less than five (5) years of Company service credit shall receive two (2) weeks of vacation with pay of four percent (4%) of his gross earnings for the previous calendar year.

(2) Each employee with five (5) or more years but less than fifteen (15) years of Company service credit shall receive three (3) weeks' vacation with pay of six percent (6%) of his gross earnings for the previous calendar year.

(3) Each employee with fifteen (15) or more years but less than twenty (20) years of Company service credit shall receive four (4) weeks' vacation with pay of eight percent (8%) of his gross earnings for the previous calendar year.

(4) Each employee with twenty (20) or more years but less than twenty-five (25) years of Company service credit shall receive five (5) weeks' vacation with pay of ten percent (10%) of his gross earnings for the previous calendar year.

(5) Each employee with twenty-five (25) or more years of Company service credit shall receive six (6) weeks' vacation with pay of twelve percent (12%) of his gross earnings for the previous calendar year.

(6) Gross earnings with respect to this Section 2 a. shall include all benefit payments under the

## Article XV Vacations

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S.U.B. Program, Workers' Compensation (with the exclusion of lump sum payments), Supplemental Workers' Compensation and S & A payments under the Pension and Insurance Agreement, during the calendar year for which the employee's vacation pay is based.

- b. Vacation will be scheduled on an hour for hour basis (e.g. 12 hours required to absent employee for 12 hours, 40 hours required to absent employee for 40 hours, etc.) Weekly vacations (40 hours) will coincide with the normal pay week, or to a locally defined vacation week. When vacation is taken in full week increments, 40 hours will be charged, irrespective of the 21st shift.
- c. Minimum vacation pay for each week vacation shall be equivalent to one and five-tenths percent (1.5%) of the average yearly earnings of employees in the local bargaining unit during the previous calendar year. The minimum vacation pay for an employee on Workers' Compensation shall be 1.5% of the plant average.
- d. Vacation quotas will be determined by the Company in accordance with the procedures defined below:
- 1) Determine the total weeks of vacation eligibility (includes floating holidays where applicable) by crew within each department. Logical groupings by classifications or by crews within the departments based on production requirements.
  - 2) Subtract appropriate vacation for each employee to account for scheduled shutdowns.
  - 3) Subtract additional weeks based on historical data for vacations taken as pay-in-lieu (PILO).
    - (a) PILO reduction will be based on historical PILO data from the previous year, reduced by a factor of 15%.
    - (b) In the case of a year with abnormal PILO

## Article XV Vacations

circumstances (e.g., year including contract negotiations, etc), PILO data may be used from the previous year.

- 4) Divide the number of remaining weeks by 50. Round up using normal rounding practices.
  - 5) Quotas are established prior to the start of the vacation year. The dates of the vacation year are locally defined. Once established, quotas remain unchanged for the vacation year, with the exception of the influence of students.
- e. Prior to establishing quotas for the upcoming year, the Company will review the accuracy of vacation quotas with the Union. Feedback from this review process will be used to help shape appropriate groupings (shifts within a classification, or groupings of classifications) for the upcoming vacation year. Should the number of employees in a particular grouping change significantly at any time during the year, the Company will meet with the Union to discuss appropriate modifications to the quota to ensure that employees will have an equitable opportunity to schedule vacation.
- f. The use of qualified students will increase vacation quotas in the groupings in which they are utilized by 50% (rounded to the next whole number) of the number of students employed in that class. This temporary increase in vacation quotas will last for the duration of time that qualified students are employed.
- g. Day at a time vacation may be taken in half shift or full shift increments. All vacation entitlement may be scheduled as day at a time, excluding the hours required for scheduled vacation plant shutdowns.

### Section 2

- a. The vacation period for scheduling purposes shall be March 1 to March 1, except where local agreements provide a different period for scheduling. Employee

## **Article XV Vacations**

will be charged for vacation based on actual scheduled hours missed from work.

- (1) **The vacation year shall be March 1st to March 1st. From January 1st until March 1st, employees shall be allowed to schedule vacation on a seniority basis for the upcoming vacation year. After the vacation year begins on March 1st, vacation will be scheduled on a first come basis only for the remainder of the vacation year.**
- b. Employees may select to schedule earned vacation one day at a time under provisions of local agreements dealing with day at a time vacations.
- c. In no instance will an employee be permitted to take a vacation that has not commenced prior to March 1 of the succeeding year. So far as is reasonably consistent with production requirements, and subject to c., below, vacation schedules will be established to conform to the employee's preferred dates. In the event the anticipated production requirements of a department change substantially following the establishment of the departmental vacation schedules, management and the employees will cooperate in the adjustment of such schedule to provide, so far as possible, employees' preferred vacation periods consistent with the changed production requirements. Employees' requests for specific vacation periods will be given consideration within each department in order of their relative Company service credit, with first consideration being given to the preference of the employees with the longest Company service credit. Any employee who has not exercised the privilege of expressing his preference in accordance with his relative Company service credit by March 1 shall have a vacation period assigned to him by the Company. If, after such employee's vacation period is assigned, he expresses a preference, the Company will reassign his vacation period so far as such reas-

signment is consistent with the maintenance of efficient production schedules and does not conflict with previously scheduled vacation for other employees.

**(1) If an employee schedules vacation before the deadline and bids or is otherwise moved from one seniority group to another then the scheduled vacation will be honored in the new seniority group.**

- d. In any year that the Company follows its normal practice of closing a plant or department for one (1) or more weeks during either June, July or August, or any other time mutually agreed to by February 15th at the local plant level, it is expected that these weeks shall be considered as a vacation period for all employees who qualify for a vacation and who are not scheduled for emergency or maintenance work during this period, except that an employee may arrange with his immediate foreman to take his vacation at another time. Any employee who does not work during such week and who qualifies for vacation thereafter, i.e., prior to January 1 of the next year, may upon qualifying for a vacation consider such time off as vacation and receive his vacation pay in lieu of time off. The Company will post notices announcing the specific date of such closing prior to the establishment of vacation schedules.

**(1) Vacation shutdowns that require mutual agreement shall be agreed upon by December 31st.**

- e. Except as provided in c. above, the provisions of this Section 3 notwithstanding, an employee eligible for two (2) weeks of vacation may request pay in lieu of vacation time off for one (1) week of said vacation; if eligible for three (3) or more weeks of vacation, he may request pay in lieu of vacation time off for one (1) or two (2) weeks of said vacation. He may express such preference at the time he is contacted

## **Article XV Vacations**

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for selection of his preferred weeks or at an earlier or later date by arrangement with his foreman. If such election is made after the vacation schedule has been established, sufficient notice must be given to the foreman to permit rescheduling of the employee for work in the period he was previously scheduled for vacation. Such vacation payment will be made to the employee as soon as practicable after he qualifies.

### **Section 3**

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- a. An employee who is absent from work on his vacation qualifying date because of sickness (including pregnancy), injury, leave of absence or other personal reason will qualify for vacation only upon his return to work during the vacation year, subject, however, to the provisions of Paragraph b., below, and of Sections 5, 6, 7 and 8.

(1) Exceptions can be made by mutual agreement in the case of "hardships". Vacation may be paid in lieu of time off for vacation they would otherwise not be eligible for until they return to work.

- b. An employee who is absent from work on his vacation qualifying date because of being on vacation will qualify for his succeeding year's vacation on that date.
- c. An employee shall be permitted to combine his current and succeeding year's vacation in one continuous period if he has so arranged.

### **Section 4**

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- a. An employee who's sick (including pregnancy) or injury absence begins before his vacation qualifying date and who returns to work after his vacation qualifying date and before January 1 of the next succeeding year shall be entitled to vacation upon resumption of work. If such absence continues into the vacation year for four (4) weeks or more and the resumption of work occurs before January 1 of the next suc-

ceeding year, vacation pay will be allowed, upon request, without taking the vacation. If he fails to qualify for the current year's vacation by reason of failure to return from sickness or injury absence during the current vacation year, but he qualifies for the next year's vacation and a minimum vacation payment, he will be paid either minimum vacation pay or vacation pay based on the second previous year's earnings, whichever is greater.

- b. An employee whose sick (including pregnancy) or injury absence commences after he has qualified for his vacation, will be treated as follows:
  - (1) If such absence continues for four (4) weeks or more, he will be entitled to vacation pay in lieu of his vacation upon request during the period of continued absence or upon request within thirty (30) calendar days after his return to work.
    - (a) Where his vacation was scheduled for a period after the end of such absence and he does not make timely request for such pay, he will take his vacation as scheduled.
    - (b) Where his vacation was not scheduled prior to the beginning of such absence or was scheduled for a period which occurred during such absence, and he does not make timely request for such pay, his vacation will be scheduled at a time which is consistent with the maintenance of efficient production schedules and not in conflict with previously scheduled vacations for other employees.

### Section 5

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- a. If an employee is laid off before he qualifies for vacation and is rehired by the Company, and is still on the rolls thirty (30) calendar days after rehire (or who is retired from the Company on his normal retirement date during such thirty (30) day period), he will be

## **Article XV Vacations**

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entitled to vacation for the year of rehire (or vacation pay in lieu of vacation, if he so elects within such thirty (30) day period) based upon his Company service credit at the time of said rehire. Any vacation or vacation pay in lieu thereof for the year of rehire to which he may become entitled by reason of his accrual of service credit after said rehire may be taken by him after the thirty (30) day period has expired; provided, however, that if the thirty (30) day period ends after December 31 of the year in which rehire occurred, the employee will receive vacation pay in lieu of any vacation to which he is entitled for the year of rehire, subject to Section 3b., above. Should he again be laid off before the expiration of said thirty (30) day period, he will thereupon be paid vacation pay in lieu of the vacation to which he is entitled by reason of his Company service credit at the time of said layoff.

- b. If an employee is laid off after he has qualified for his vacation, he will be paid vacation pay for any untaken vacation then due. Provisions for the employee to defer taking his vacation pay may be negotiated at the local plant level.
- (1) If the employee is returned to the rolls prior to the date on which his vacation had been scheduled prior to his layoff, he shall be given, upon request, a leave of absence during such previously scheduled vacation period.
  - (2) If the employee is laid off before his vacation is scheduled and upon his return to the rolls requests a leave of absence for a period of time equal to the vacation for which he is qualified, he will be given such leave of absence if it is consistent with the maintenance of efficient production schedules and does not conflict with previously scheduled vacations for other employees.

Section 6

- a. An employee who retires in accordance with the retirement program, or who is released for reasons which may entitle him to a Termination Allowance under 1.8 B, as set forth in the Pension and Insurance Agreement, will be allowed vacation pay in lieu of any untaken vacation due him on the date of his retirement or release if retirement or release occurs on or after January 1 of the applicable vacation year.
- b. An employee who retires in accordance with the retirement program without having returned to work from a sick or injury absence which began the calendar year next preceding the calendar year in which his retirement occurs, shall be paid vacation pay based on the applicable percentage of his earnings for such preceding calendar year. Minimum vacation pay is applicable to this vacation payment.
- c. An employee who elects to retire in accordance with the retirement program at the time he is recalled from a layoff which began the calendar year next preceding the calendar year in which his retirement occurs, shall be paid vacation pay based on the applicable percentage of his earnings for such preceding calendar year. Minimum vacation pay is applicable.
- d. In addition to any vacation pay to which he is entitled under a., above, an employee who dies, or who retires in accordance with the retirement program or who is released for reasons which may entitle him to a Termination Allowance under 1.8 B of the Pension and Insurance Agreement, will be allowed vacation pay based on the applicable percentage of his earnings for the current calendar year. In case of death, the payment sequence will be made first to the employee's surviving spouse, then to the employee's dependents and finally to the employee's estate.

## **Article XV Vacations**

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Minimum vacation pay is not applicable to this additional vacation payment.

### **Section 7**

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An employee, whose service with the Company is terminated for any reason, after he has qualified for his vacation, shall be paid any untaken vacation due him.

In case of death, the qualification date requirement is waived. Payment will be made for vacation due him/her, first to the employee's surviving spouse, then to the employee's dependents, and finally to the employee's estate.

### **Section 8**

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An employee who has qualified for vacation but does not begin his vacation on or before the last day of February of the succeeding vacation year shall receive pay in lieu for any untaken vacation in March, including those on sick (including pregnancy) or injury leave of absence, unless otherwise provided in this Article.

### **Section 9**

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The vacation program shall become effective for the vacation year commencing January 1, 2005.

### **Section 10**

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Employees who may hold reemployment rights on account of service in the Armed Forces of the United States and return to the active rolls during the applicable vacation year shall be entitled to such vacation as may be in order based on their service credit at the time of their return to the rolls and thereafter to such vacation as they may become entitled to by reason of accrual of service credit on or before December 31. Employees covered by this clause shall receive (a) vacation pay for each week of vacation equivalent to two percent (2%) of the average yearly earnings of employees in the local bargaining unit during the previous calendar year, or (b) vacation pay based on their earnings during their last calendar year of

active employment, whichever is greater, provided that they have not previously received a vacation pay which was based on that year's earnings. At the employee's option, he may be given vacation pay in lieu of vacation time off.

### Section 11

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An employee, who meets the qualifications of Article IX, Section 8, during his vacation period shall be paid the applicable number of day's pay as specified. In the event an employee is on vacation when a death occurs to a relative, as provided in Article IX, Section 8, his vacation shall, upon request, be extended by the applicable number of days specified in Article IX, Section 8, provided he notifies a designated member of management promptly of the death and in sufficient time for management to secure a replacement.

### Section 12

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a. **Beginning in January, 1995, employees qualifying for vacation time in excess of two (2) weeks or scheduled vacation shutdown, whichever is greater, may schedule the excess vacation in increments of less than a full week (including 4 hour increments), after meeting the following guidelines:**

- (1) Employees requesting vacation must notify their supervisor at least 48 hours prior to the vacation requested. Vacation can be granted by the supervisor with a 24-hour notice if the vacation does not disrupt production. In addition, vacation for less than a full day can be granted on the same day if it does not disrupt production.**

**Supervisors can grant vacation outside the normal notification period if it does not disrupt production.**

## **Article XVI Productivity**

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- (2) The scheduling must take place so as not to disrupt production (only a certain number within a given job classification will be allowed on any given day). The number of employees allowed to take vacation per day will be listed in a separate memorandum of agreement.
  - (3) Days from preceding year not taken by the week of March 1st the following year, will be paid in lieu of.
  - (4) Vacation pay will be issued at the time the employee takes the vacation in increments of time taken (normal pay period).
  - (5) If this policy imposes restrictions on production the Company and the Union agree to make whatever changes are necessary to eliminate the problem.
- b. Employees eligible for vacation weeks in excess of scheduled plant shutdowns or two weeks, whichever is greater, may at their request receive pay in lieu of time off up to a maximum of two weeks.

### **ARTICLE XVI PRODUCTIVITY**

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The Union recognizes that a high level of wages can be maintained only by maintaining a high level of productivity and flexibility. The Union and its members will cooperate in attaining such a level of productivity and flexibility as is consistent with the health and welfare of the employees. The Union and its members will assist in effectuating economies and the utilization of improved methods and machinery. The application of this Article shall not conflict with the provisions of this Agreement or of any local supplemental agreement.

- a. Production Operators will be able to make minor adjustments, minor installations, and assist skilled

## Article XVII Establishment of Standards

- craftsmen as required.
- b. Employees working restricted (light) duty can perform any work in the facility that they are capable and qualified to perform.
- c. When it is known that an employee is unable to perform his job for thirty (30) calendar days or longer, management may fill the temporary job vacancy by an employee's acceptance of an offer of temporary placement on the job, by the assignment of surplus help, by recalling an employee from layoff, or by hiring a new employee.

## ARTICLE XVII ESTABLISHMENT OF STANDARDS

### Section 1

- a. Labor standards shall be established in accordance with the provisions of the Collective Bargaining Agreement using recognized I.E. practices, such as M.O.S.T., stopwatch or any other programs mutually agreed upon by the Industrial Relations Manager and the Local Union President or his designated representative's.
1. Each M.O.S.T. sequential value will remain in compliance with M.O.S.T. methodology.
  2. In establishing and/or revising M.O.S.T. standards, the manual (0.05), technological (0.06), and restricted elements (technomaneual) (0.06) time measurements shall be consistent as to conversion rates at all locations listed in the Preamble. These time measurements shall be defined below:

Manual - Only the operator influences the performance speeds of the manual measurements. This is the general heading which is influenced by the activities of the hands, body, feet and legs. (Mental work is also included in this category:

## Article XVII Establishment of Standards

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e.g., reading, ...)

Technological – Measurements that are composed of a sequence of several machine or process activities over which the operator has no control. The technological measurements are subject to well-defined rules that the operator must respect and obey.

Restricted Elements (technomaneual) – A combination of the two measurements that takes place when the operator can influence the process and performance speeds to a limited extent. (This is not a manual element that is performed during a controlling machine cycle.)

- b. In obtaining time study data for establishment of standards, workloads or manpower needs, employees being studied will be given any needed instructions in the proper work procedures.
- c. Where time studies are to be made to obtain data for establishing new standards, written S.O.P.'s covering the general method to be followed shall be provided. A copy shall be given to the employee or employees to be studied not less than twenty-four (24) hours nor more than seventy-two (72) hours prior to starting the time studies and shall remain available to the employees. A copy of such S.O.P.'s shall be furnished to the Local Union President and/or his authorized representative.
- d. Where time studies are made to obtain data for revising an existing standard, a list of known changes shall be provided to the operator to be studied not less than twenty-four (24) hours prior to the starting time of the studies and shall remain available to the operator. A copy of such known changes shall be furnished to the Local Union President and/or his authorized representative not less than 24 hours prior to such study.
- e. It is desirable to study experienced employees for the establishment of standards; however, in some

## Article XVII Establishment of Standards

instances it may be necessary to study employees who have not completed their learning period in order to avoid unreasonable and costly delay in obtaining time study data to establish standards. An employee will not be temporarily assigned to work which he is not regularly expected to perform in the future for the sole purpose of establishing an incentive standard.

- f. A total of 50 minutes of personal time for 8 hour shifts, and 70 minutes of personal time for 12 hour shifts shall be incorporated into future M.O.S.T.-based Pay Plans. Other personal time allotments for other shift variations are subject to local agreement. This allowance shall be in addition to fatigue and effort factors as established by recognized I.E. practices.
- g. Production studies shall be given the same recognition as standards studies for the purpose of notification of studies.
- h. When a tape, chart, or cam controlling a machine or programmable controller is changed without affecting the standard or standards, the employee operating the machine will be informed as to the reason for the change. Where feasible, such changes will be communicated to IE prior to implementation. Where necessary to ensure safety of the employees, efficient production, or maintaining a quality product, the change will be implemented and IE informed as soon as practical.
- i. Labor standards will be available within the department for a period of two (2) weeks for the purpose of informing employees of revisions to the standards that are other than minor in nature. These standards will be posted between the hours of 7 AM Monday and 3 PM Thursday. After the period described herein, the labor standard will be retained together with other effective standards and will be accessible to the employees for reference purposes.
- j. Labor standards postings described in i. above will contain reasons for standard changes when they

## **Article XVII Establishment of Standards**

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occur. The Local Union will be given a copy of all such changes.

### **Section 2**

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- a. After a labor standard has been posted, as provided above, it may be grieved subject to the provisions of Article VII, Section 2.
- b. Any adjustment in such standard shall be retroactive to the date such standard became effective.
- c. When a new and/or revised standard other than minor in nature is posted, the applicable guarantee for such standard will be available on the cover sheet of the standard.

### **Section 3**

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- a. The Company may study all jobs in the facility for the establishment of standards, workloads, or manpower needs. Unless otherwise mutually agreed upon, any change in established piecework rates or standards shall reflect the degree of change in job content as measured by M.O.S.T. analysis. Standards will not be changed in such a manner that the employee does not have the opportunity for the same earnings.
- b. When changes in established piecework rates or standards are to be made, the Company shall make necessary studies of the factors, which determine what the change should be. When the necessary studies have been completed, the Union shall be advised as to what the change shall be as far in advance as possible, but not less than two (2) working days prior to the effective date exclusive of Saturdays, Sundays, and Holidays. Upon the request of the Union, the Company shall make available to the Union for inspection, the complete data showing the basis upon which the changes are determined; and, further, when requested, shall furnish the Union a copy of the change, elemental breakdown of the job or operation, and any existing breakdown of the job or operation prior to the change.

## **Article XVII Establishment of Standards**

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(1) In conjunction with this Article, new or revised standards will be posted for two (2) working days before becoming effective. After the effective date the employees affected will give the standards a trial of seven (7) working days, with payment as follows:

- 3 days average hourly earnings
- 2 days at 80% of standard
- 2 days at 90% of standard

c. The Company shall pay at ASTHE, or hourly rate, whichever is applicable, forty-eight (48) hours within any workweek for time spent by the local union time study representative as designated by the Local Union President.

### **Section 4**

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If at any time it is claimed that a labor standard has not been revised to reflect changes in method, product, tools, materials, design, group arrangement or other production conditions, such claim may be an appropriate subject of a grievance and handled in accordance with the established grievance procedure.

### **Section 5**

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a. (1) Upon request, pertinent legible time study data, including fatigue and effort calculations and other information, including videos used in determining any new, revised or protested labor standards or production studies shall be made available to the Union for inspection in the Company offices and at scheduled meetings between the Company and the Union. Upon request such data and other information shall be copied or duplicated and furnished to the Union with the understanding that confidential information and information not pertinent to the standard will not be included in the copy. Information furnished shall not be disclosed to any party not directly concerned with the admin-

## **Article XVII Establishment of Standards**

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istration of the Uniform Agreement.

- (2) Upon request, the Company will provide the Union with a copy of the elemental descriptions prior to a joint time study. Upon completion of a joint time study of a protested standard, the Company will provide the Union with copies of the final summary and recapped data sheets. Any Company data obtained from a joint time study or time studies made subsequent to the protest of a standard shall not be averaged with the data used to establish and/or revise the standard under protest unless mutually agreed to. All pertinent data obtained by the Company prior to a joint time study or protest of a standard and all pertinent data obtained by both parties from joint time studies shall be given consideration at all steps of the grievance procedure, including arbitration.
- b. In any instance where the grievance involving a labor standard is under consideration in the local grievance procedure, the Company, upon request of the Union, will permit a Union time study engineer to make studies of the operation covered by the disputed labor standard. Any such studies by the Union time study engineer shall be made in collaboration with a time study engineer of the Company and if such studies are to be used in further negotiation and/or arbitration, a comparison of the results of their studies shall be made prior to or during further negotiation and/or arbitration of such grievance.
- c. Upon request of one party to the other, pertinent time study data and other information used in studying any protested labor standard will be made available to the other for inspection.
- d. The Company will cooperate in making available to designated Union time study trainees the opportunity to make practice time studies during their period

## **Article XVIII Leave of Absence and Illness Absence**

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of training. It is understood, however, that practice studies will not be made on jobs where the standards are in dispute. Such practice studies will not be used at any time in any step of the grievance procedure, in the processing of a complaint on the standards. Details of scheduling, review of practice studies and such other matters will be discussed and set up by mutual agreement on a local plant-union basis.

### **Section 6**

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Temporary standards may be issued by the Company to be effective immediately for a period not to exceed sixty (60) calendar days, and may be revised to more nearly reflect current production conditions or work requirements. Any such revision shall not start a new sixty (60) calendar day period unless mutually agreed to by the parties. The expiration date of all temporary standards will be indicated on the appropriate posting and such standards will be automatically canceled unless extended by mutual agreement of the parties. Permanent standards will be established as soon as practical. The provisions of Section 1 above shall have no application to temporary standards. Agreements relating to such standards shall be made by the Manager of Industrial Engineering or in his absence by a duly appointed Company representative and for the Union by the Local Union President or his duly authorized representative.

At Ft. Wayne and Tuscaloosa, present practices regarding mutual agreement of temporary standards will be continued unless changed by mutual agreement.

## **ARTICLE XVIII LEAVE OF ABSENCE AND ILLNESS ABSENCE**

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### **Section 1**

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- a. Leaves of absence shall be granted for reasons other than illness, injury and disability caused by pregnancy or related conditions, except for self-employment or employment elsewhere, for a period not to exceed

## **Article XVIII Leave of Absence and Illness Absence**

ninety (90) days, upon application of the employee and approval of the Company, when the services of the employee are not immediately required and there are employees available in the plant capable of doing his work. Extension of such leaves may not be authorized unless justified by unusual circumstances.

- b. An employee requesting such a leave of absence for periods not in excess of fifteen (15) days shall arrange the leave of absence in writing with his immediate foreman on a form provided for that purpose. Leaves of over fifteen (15) days but not in excess of ninety (90) days shall be arranged through the immediate foreman with the Personnel Department and shall be in writing.
- c. Copies of any such approved leaves of absence will be filed in the employee's personnel folder and will be made available for inspection by the Union upon request.
- d. The parties recognize their obligation to comply fully with the Family Medical Leave Act of 1993 (FMLA) and nothing in this agreement is intended to conflict with that Act. All company policies and practices with respect to leaves of absences will reflect fully the legal requirements of FMLA.

For FMLA purposes any qualifying leave of absence will be counted against the 12 week FMLA unpaid leave entitlement period.

To determine the twelve month period in which the 12 weeks of leave entitlement occurs for FMLA purposes, a "rolling" twelve month period will be utilized measured backward from the date an employee uses any FMLA leave. FMLA leaves of absences will not be counted as an occurrence for attendance policy and/or disciplinary purposes.

## **Article XVIII Leave of Absence and Illness Absence**

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### **Section 2**

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In the event there is any disagreement between the Medical Department (Company's designated physician) and the employee's personal physician regarding an employee's ability to resume work following a period of absence due to layoff, leave of absence, injury, illness or disability caused by pregnancy or related conditions, the Company will assume the responsibility for such additional medical opinion as is necessary to dispose of the question. The present established local plant practices in the selection of a third party physician shall remain in effect unless changed by mutual agreement of the parties at the local plant level.

### **Section 3**

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- a. An employee elected or appointed to perform services as a representative of his Local Union or the International Union, United Steelworkers of America, or the American Federation of Labor Congress of Industrial Organizations as such, shall be granted a leave of absence for the duration of such specified period of time as is required to perform such services subject to renewal upon written application.
- b. (1) This Section 3(b) shall apply to any person who:
  - (i) First becomes an Officer or Director of the International Union after June 12, 1997,
  - (ii) Becomes an employee of the International Union and whose probationary period expires on or after June 12, 1997, or
  - (iii) Was an Officer or Director or employee of the International Union prior to June 12, 1997 but was not as of that date accruing service for Company pension purposes (for time spent as an Officer, Director or employee of the International Union) pursuant to a valid agreement providing for such accrual.

## **Article XVIII Leave of Absence and Illness Absence**

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- (2) An individual described in paragraph 1 shall be granted a leave of absence from the Company concurrent with the period of his permanent employment with the International Union.
  - (3) 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 retains his leave of absence status with the Company, be granted Credited Service for pension purposes as provided in the Pension and Insurance Agreement between the Company and the Union dated 20 August 2004.
  - (4) Such person shall accumulate continuous service for purposes of recall to employment and for all other purposes under the Collective Bargaining Agreement, provided that he shall not be entitled to receive any contractual benefits other than the pension service provided in paragraph (3) above, 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.
- c. Any employee elected or appointed to serve temporarily in a labor division of the state or federal government agency, in a legislative, an executive, or an administrative capacity, in the city, county, state or federal government, or any subdivision thereof, local credit union or cooperative enterprise shall be granted a leave of absence for the duration of such specific period of time as is required to perform such services, subject to renewal upon written application, 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. The above language will not be applicable for appointments to state lottery, racing commission, and the like.

## **Article XVIII** Leave of Absence and Illness Absence

### **Section 4**

Company service credit shall continue and accumulate during periods covered by an approved leave of absence except as provided in a. below.

- a. An employee who leaves the employ of the Company in order to attend an accredited college, university, or recognized trade or vocational school shall be reinstated upon application provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for reemployment within thirty (30) days after leaving the college, university, or school. Trade or vocational school for purposes of this clause is one, which provides training or a course of study which would be applicable to jobs performed in the local plant.

The employee upon reinstatement shall be given the seniority he had when he left the Company. The employee shall notify the Company 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 employee leaves the college, university, or school to enter the Armed Services and so notifies the Company in writing he will accumulate his seniority as provided in Article XIX.

### **Section 5**

Any employee in a bargaining unit covered by the Uniform Agreement attending an accredited college will be given, upon request, a leave of absence for not longer than two weeks for the purpose of preparing for and taking final examinations.

### **Section 6**

If the reasons and circumstances upon which an employee's leave of absence was granted changes substantially while he is on leave, he must immediately report to the Company to be reinstated or to request continuation of his leave based on the changed conditions.

## Article XVIII Leave of Absence and Illness Absence

### Section 7

a. At all three plants covered by this Agreement:

(1) An employee who becomes temporarily disabled by illness, non-occupational injury, or pregnancy or related conditions while on the rolls of the Company and makes a proper report of such temporary disability will be continued on the rolls of the Company during periods of less than total permanent disability for a period of time consistent with his service credit, the nature of his temporary disability and the effort the employee is making to restore his or her normal health.

(a) An employee with thirty (30) calendar days or more but less than one (1) year of service credit will be continued on the rolls for a period no less than one-half his service credit at the time the absence began. An employee with service credit of from one (1) to three (3) years will be continued on the rolls for at least nine (9) months; an employee with service credit in excess of three (3) years but less than five (5) years will be continued on the rolls for at least twelve (12) months; an employee with five (5) or more years of service credit but less than ten (10) years will be continued on the rolls for at least twenty-four (24) months; and an employee with ten (10) years or more of service credit will be carried for at least thirty-six (36) months, providing that due consideration is given to the nature of the temporary disability and the employee's efforts to complete his recovery from such temporary disability. For the purpose of this section, days of absence due to the same cause will be considered as the same period of absence unless separated by

## **Article XVIII Leave of Absence and Illness Absence**

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return to active full-time work for at least two (2) weeks. Days of absence due to different causes will be considered different periods of absence if separated by return to active full-time work.

- (i) For purposes of Section 7a(1), holidays and work days which an Employee does not work solely because he is not scheduled due to lack of work shall be counted in determining the two-week period as days of active work when they occur after the Employee has returned to work if the Employee works a scheduled work day in the week in which such work day occurs. Prior scheduled vacation periods shall also be counted when they occur after the employee has returned to work except that in such cases the two-week period must include a minimum of five days actually worked.
  - (b) Before an employee is removed from the rolls during a period of absence due to illness, the Company shall notify him at least ten (10) days in advance of the removal date by certified mail to the last known address of the employee. A copy of such letter will be sent to the President of the Local Union.
- (2) An employee who is permanently restricted by the Medical Department against performing any available work in the factory because of an occupational injury, occupational disease, or because of a sensitivity of an occupational nature, will be continued on the rolls of the Company during periods of less than total permanent disability and will accumulate service credit for such period of time up to a maximum of forty-eight (48) months or the continuous service credit he had when he became perma-

## **Article XVIII** Leave of Absence and Illness Absence

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nently restricted, whichever is greater.

- (3) Leaves of absence do not apply and are therefore not granted in cases of temporary disability due to illness, injury, or pregnancy related conditions. An employee who is being carried on the sick list may request and if the request is reasonable and is supported by competent medical evidence, such employee will be given written permission to discontinue normal contacts with the Company's Medical Department or the Company's designated physician for a specific period of time.

### **Section 8**

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Any employee who is subject to layoff during a period of illness, leave of absence, or vacation, as provided in this Article, shall be laid off in accordance with the terms of Article XXI and shall be notified in writing of such layoff with a copy to the Local Union President.

### **Section 9**

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Any employee who desires to terminate his leave and return to work prior to the normal expiration date of any leave of absence granted under this Article shall notify his foreman at least one (1) work day in advance of the work day he desires to return to work, or will notify the Company subject to established local plant practices.

### **Section 10**

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An employee in a supervisory or other position outside, but in the same plant as the bargaining unit in which he acquired Company service credit prior to his transfer therefrom, may be returned from such supervisory or other position at the Company's discretion to such local bargaining unit for any reason within a period of ninety days of the effective date of his transfer from the bargaining unit. Employees will be placed using existing plant procedures based on their seniority.

## **Article XIX Military Service**

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- (a) At Tuscaloosa and Ft Wayne, contractual procedures in effect prior to April 21, 1982 will continue to apply to employees who transferred from the bargaining unit prior to that date. They may be returned to the bargaining unit with the plant seniority they had at the time of transfer.

## **ARTICLE XIX MILITARY SERVICE**

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Former employees currently serving in the armed forces of the United States having left the service of the Company for the purpose of entering such armed forces on or after April 1, 1947, and employees hereafter leaving the service of the Company for the purpose of entering the armed forces of the United States, in each case including active training duty in the reserve components of the armed forces but excluding the merchant marines, shall be entitled to such reinstatement rights and other benefits as may be prescribed by the law in effect at the time such persons make application for reemployment. The Company will make every effort to place employees who may become handicapped during such service.

## **ARTICLE XX SERVICE CREDIT RULES**

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### **Section 1**

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- a. A new employee shall be considered to be a probationary employee until he has completed thirty (30) calendar days' continuous service with the Company, except that the parties locally may mutually agree to extend such period when warranted by individual circumstances.

**(1) During this period such employee shall be considered as a probationary employee during which time he may be terminated without recourse.**

## Article XX Service Credit Rules

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- b. An individual's hiring date shall be the date he first exchanges his services for money. On that date he becomes an employee of the Company. Upon the completion of thirty (30) calendar days' continuous service with the Company, an individual's service date will be his hiring date. He shall thereafter retain his Company service date until he is removed from the rolls of the Company. Back service will be credited upon rehire only when rehire is from layoff status as outlined in Section 2, below. If an employee is rehired without credit for back service, he shall be considered to be a new employee.
- c. Newly hired employees must have eighteen (18) months or more of Company service credit to be eligible to apply for a job vacancy.

### Section 2

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- a. Employees with thirty (30) calendar days or more of service credit at the time of layoff are entitled to recall rights indefinitely. An employee who is rehired will be credited with the amount of seniority he had at the time of layoff and, in addition, will receive credit for time spent on layoff.
- (1) It is understood that once employees accept separation, termination allowance, etc., it then becomes the Company's option as to whether they are considered for rehire.
  - (2) At Fort Wayne and Tuscaloosa, for purposes of accumulating service credit while on layoff for vacation rights as set forth in Article XV, Section 2, the service credit accumulation will not exceed thirty-six (36) months.
  - (3) For retirement plan purposes under the Pension and Insurance Agreement, an employee who is rehired will be credited with the amount of service credit he had at the time of layoff and in addition, will receive credit for time spent on layoff.

## Article XX Service Credit Rules

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- b. Laid off employees will be considered for the purpose of recall only to accumulate service credit as defined by the terms of this provision during their period of layoff rather than having such service credit deferred to such time as they may be recalled.

If a laid off employee, at the time of recall, or an employee exercising preferential hiring rights in accordance with Article XXV, Section 1 b. or 1 c. at the time of hire, elects to retire in accordance with the retirement program, he will be credited with the additional amount of service credit he would have received under the terms of this provision had he been rehired.

Laid off employees shall advise the Company and the Union in writing of changes in address and telephone number.

- c. The above service credit rules will apply to all employees on layoff with recall rights on or after the effective date of this Agreement.
- d. Each laid off employee entitled to recall will be provided, at the time of layoff, with a copy of the above service credit rules.
- e. If an employee refuses an offer of work while on layoff status, all the foregoing rights to back service credit upon rehire will be terminated, except in circumstances which may be set forth in local supplemental agreements, provided that if an employee was on a leave of absence when laid off and he is recalled before the date the leave of absence would have expired, he will be given a reasonable period of time in which to report or he will be excused from answering the call without prejudicing his right for call on subsequent openings in seniority turn after the date the leave of absence would have expired.
- f. When a laid off employee is recalled, a notice of call will be sent by certified mail to his last recorded address. A copy of such recall notice will be furnished promptly to the Local Union President.

## Article XX Service Credit Rules

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The laid off employee shall have seven (7) working days from the date of the certified letter in which to report. If he does not report within this period, his name will be removed from the recall list, and a later hiring will carry no credit for back service. The Local Union President will be notified when a name has been removed from the recall list under this subsection.

If a laid off employee is recalled in accordance with his seniority rights and he notifies the Company of his inability to report because of temporary disability due to illness, pregnancy or injury, he will be excused from answering the call until he has recovered from the temporary disability provided that upon request of the Company, he furnishes satisfactory medical evidence verifying his inability to resume work and provided further that he notifies the Company promptly following recovery from the temporary disability of his availability for placement. Following receipt by the Company of such notice of availability, the employee will be called for placement in accordance with such rules as may be negotiated at the local plant level.

- g. If a laid off employee who has gained employment elsewhere during layoff is recalled and reports within seven (7) working days of the call, credit for back service will not be denied because of his having had employment elsewhere and having given his employer proper notice.
- h. Except as provided otherwise in this Section 2, a laid-off employee with recall rights retains his layoff status until, after recall, he again exchanges his services for money.
- i. The effective date of an employee's layoff shall begin with the calendar day following the date he was last scheduled to work prior to layoff.

### Section 3

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An employee with thirty (30) days of continuous service credit who leaves the employ of the Company to enter service in the Peace Corps under the Peace Corps Act of April 27, 1962 will, upon application, be reinstated and placed in accordance with his seniority provided he is physically capable of performing the work required and applies for reinstatement within thirty (30) calendar days following the completion of not more than two (2) years of such service.

Upon reinstatement, he shall be credited with the service credit he had at the time he entered the Peace Corps.

An employee entering the Peace Corps shall present evidence of his appointment at the time he leaves the employ of the Company, and in addition, will receive credit for time spent in the Peace Corps up to two (2) years.

### Section 4

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- a. The parties recognize that the seniority provisions in effect at each plant have been negotiated, interpreted and applied on a local basis. It is still the intent of the parties to leave these matters to the local plant.

If, however, a question arises as to any alleged discriminatory practices under Title VII of the Civil Rights Act as a result of seniority provisions, representatives of the Central Office of the Company and the International Union will meet to investigate the question and make recommendations to the Local Union and local plant management, if necessary.

- b. The Company shall keep seniority records in each plant and such records shall be made available for inspection to the Union or to the employees on a plant or departmental basis at all times. At periodic intervals as determined on a local union-plant basis, complete corrected and up-to-date seniority lists will be given by each plant management to the local union involved. It is further agreed that the Company will provide the Union with written information

## **Article XXI Notice of Layoff**

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regarding hires, re-hires, transfers, leaves of absence and exits on all employees covered by the terms of this agreement; also, at intervals agreed upon locally.

### **ARTICLE XXI NOTICE OF LAYOFF**

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#### **Section 1**

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When it becomes necessary to lay off employees, they shall be notified in writing in advance of the layoff.

#### **Section 2**

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If an employee is laid off and has not been given at least three (3) normal days of work after the day in which the notice of layoff is given, he shall be paid in lieu of work for that part of three (3) normal days of work which was not made available to him. The pay in lieu of work shall be paid at the employee's ASTHE, and shall be paid at the time the employee is laid off. Employees absent from their work when scheduled for layoff shall:

- a. Be considered as having received notice of layoff as provided in Section 1. (A copy of the layoff notice he would have received had he not been absent shall be mailed to his last address of record.)
- b. Be considered as having had work available on the basis of the work schedule in the period following notice of layoff.
- c. Be laid off on the basis of the layoff schedule with or without having returned to work in the department, depending upon their having returned for work before or after departmental layoff has been made.

### **ARTICLE XXII HEALTH AND SAFETY AND ERGONOMICS**

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#### **Section 1**

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- a. The Company shall make provisions for the safety

## **Article XXII Health and Safety and Ergonomics**

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and health of its employees while in the course of their employment and shall furnish protective devices and equipment wherever necessary to protect employees. All new or modified equipment shall be cleared by the Safety Department prior to release to production. When an employee is assigned to work on a job with which he/she is unfamiliar, or is assigned to a job that has changed since he or she last performed it, he or she will be provided the current hazard recognition and avoidance information for the job. The Company will comply with all applicable State and Federal health and safety regulations and codes, and shall take such corrective measures as are necessary to implement the minimum acceptable standards. Should any current Federal or applicable State Occupational Safety and Health Administration (OSHA) standards be rescinded or repealed during the term of this agreement the Company Safety Manager will review and determine the applicability of the requirements of those standards for the affected workplaces. All decisions relating to rescinded or repealed OSHA standards shall be discussed with the International HSE Department prior to implementation.

- b. All employees are expected to cooperate in the prevention of accidents to themselves and their co-workers and shall be required to utilize personal protective equipment (PPE) prescribed by the Company in compliance with OSHA standards. When feasible, the Company shall ensure that appropriate engineering controls are implemented and properly maintained so that PPE use is limited to those jobs tasks for which engineering controls do not adequately control the hazards. Such devices and equipment shall be provided by the Company at no cost to the employee. Disposable PPE, such as earplugs, shall be readily accessible to employees. Employees will be provided with training on the proper use, fit, and limitation of PPE. Employees will only use PPE which properly fits them and is correct to protect from the

## **Article XXII Health and Safety and Ergonomics**

associated hazard. Any dispute with respect to safety or sanitation or the use of PPE will be subject to the grievance procedure. If it is established that an employee, while doing assigned work and exercising due caution, sustains damage to his/her glasses, hearing aid, or artificial limb, the Company will reimburse the employee for the cost of necessary repairs and/or replacement. The Company reserves the right to replace lenses broken under the above conditions with safety lenses in suitable frames.

- c. **The Company will furnish gloves where needed. The jobs listed below are those jobs which have been agreed to as needing gloves:**

**Third Floor Compounder**

**All Millmen**

**All Batch-off Men**

**All Calender Operators**

**Fabric Calender Windup & Letoff**

**All Tuber Operators**

**Bead Coiler Operators and Servicemen**

**Process Waste Men**

**Fabric Shell and Bar Operator, Dept. 109-110**

**Drum Major, Dept. 109-110**

**Servicemen and Truckers**

**Wire Cutter Operator - Dept. 106**

**Utility Repair - Dept. 106**

**All Curing**

**Sorters - Dept. 208**

**Repair, Inspect & Reinspect**

**Brand and Blem**

**Inside Buffer**

**All Shipping except Dock Checker**

**All Receiving except Cage Man**

**Tire building**

**Maintenance - When using acid for cleaning, handling acids for cooling towers and batteries, working on hot oil pumps and lines using wire rope sling and heavy equipment. Oiler in**

## **Article XXII Health and Safety and Ergonomics**

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**Banbury. Press room Mechanics, plus all other jobs where needed.**

**Sanitation - Yellow Plastic Gloves - Removing grease, using solvents, trash men, strong soaps, cleaning, painting. Long Black Rubber Gloves - cleaning P.I. rings**

**After the initial pair of gloves have been issued the employee must turn in his old gloves in order to receive a new pair.**

**Additional jobs will be added to this list where need can be established.**

### **Section 2**

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- a. The Company and the Union will cooperate in maintaining and making effective safety and good house-keeping rules that will eliminate hazards and make the plant a safe, healthy and sanitary place to work. No programs will be implemented that are intended to discourage reporting injuries, illnesses, near misses, unsafe conditions or safety issues. The Company and the local union shall appoint a joint Labor-Management Health, Safety and Ergonomic Committee. The committee shall be composed of representatives of management and representatives of the local union at each plant. The number of representatives of each party will be determined at the local plant. The Union representatives shall be selected by the local union.
- b. The functions of the Health, Safety and Ergonomic Committee shall be to facilitate the promotion of sanitation, health and safety in the plant and its facilities. The Health, Safety and Ergonomic Committee shall meet as often as it deems necessary, but not less than once per month for the purpose of discussing sanitation, health and safety problems and will tour the plant periodically to verify that adopted sanitation, health and safety recommendations have been complied with. The Health, Safety and Ergonomic Committee shall also facilitate the promotion of

## Article XXII Health and Safety and Ergonomics

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sound ergonomic engineering and ergonomic practices in the plant. To support this effort, the Health, Safety and Ergonomic Committee shall meet at least once a quarter, in addition to the normally scheduled meetings to focus on ergonomics. Written minutes from each of these meetings shall be agreed to and published prior to the next scheduled meeting. For the meeting which focuses on ergonomics, the union may send the Time Study Representative plus the local President, or his designee, in addition to the regular Committee members. Agenda items for this meeting may include, but not be limited to, review of ergonomic injuries, reviews of projects with designated ergonomic improvements, and a plant tour. The Health, Safety and Ergonomic Committee shall receive specialized ergonomics training to aid in the performance of this duty. Union members of the Health, Safety and Ergonomic Committee will be paid for such meetings, plant tours and joint investigations. In addition an employee who is requested by a safety inspector from the Office of Occupational Safety and Health administration and is designated by the Local Union President to accompany the inspector on an inspection tour will be paid by the Company for the time lost from his/her regular scheduled shift as a result of such plant inspection.

- (1) Compensation for time lost will be his ASTHE for incentive rated employees or hourly rate for hourly rated employees.
  - (2) An employee working under a learner's schedule will be paid the higher of the appropriate learner's rate or his ASTHE.
  - (3) Such compensation shall include night shift differential.
- c. The Health, Safety and Ergonomic Committee may make recommendations for the correction of unsafe, unhealthy or harmful conditions and the elimination of unsafe, unhealthy or harmful work practices.

## Article XXII Health and Safety and Ergonomics

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Upon request, the Company will make available for use by the Union Safety and Health Representative, the following equipment for which they have been trained in its use under the USWA/BFG Health and Safety Program, such as, but not limited to, a sound level meter, a velometer and detector tube kit. Results obtained from the above tests will be sent to the Corporate Industrial Hygiene Department for analysis and interpretation of their significance. Information, findings, and/or recommendations arising out of these tests shall be considered to be confidential and shall be shared with the employee and Local Union. These results shall not be released to any other party without the expressed written approval of the Corporate Industrial Hygiene Department.

- d. The Health, Safety and Ergonomic Committee may review all disabling industrial injuries and illnesses, investigate causes of same, and recommend rules and procedures for the prevention of accidents and diseases and for the promotion of the health and safety of the employees. The Union Safety and Health Representative and plant Safety Manager will meet daily as available for the purpose of reviewing concerns of mutual interest. These concerns may include, but not be limited to incident and accident reports. Regularly scheduled conference calls will be held between the Union Safety and Health Representative, the plant Safety Manager, the Company Safety Manager and a USWA Health, Safety and Environment Department representative. The Union Safety and Health Representative and the Union designated representative of the Health, Safety and Ergonomics Committee on the shift in which the incident occurs shall be informed promptly of any serious incidents, including, but not limited to: accidents, injuries, fires or environmental spills requiring emergency response. Summaries of all occupational accidents and injuries, including mus-

## **Article XXII Health and Safety and Ergonomics**

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culoskeletal injuries/diseases and workers' compensation requests, shall be available on a daily basis to the Union Safety and Health Representative and copies of accident investigations shall be made available upon request. The complete OSHA 300 log shall be available for review by the Union Safety and Health Representative and copies made available upon request. A copy of the OSHA 300 log shall be provided to the Union Safety and Health Representative at the time of the OSHA mandated annual posting period.

- e. Full consideration will be given to recommendations of the Health, Safety and Ergonomic Committee. Any questions concerning the adoption of recommendations of the Health, Safety and Ergonomic Committee may be referred to the grievance procedure at the step preceding arbitration for adjustment. Members of the Health, Safety and Ergonomic Committee will be permitted to attend grievance meetings regarding such problems. A Union member of the Health, Safety and Ergonomic Committee will be paid as provided in b., above, for time lost from his/her regular shift because of his/her attendance at such grievance meetings, and such payment will not be charged against the maximum grievance hours set forth in Article VII, Section 12.
- f. Differences not resolved within the Committee regarding health, sanitation and safety problems may be referred to the grievance procedure at the step preceding arbitration for adjustment. Members of the Health, Safety and Ergonomic Committee will be permitted to attend grievance meetings regarding such problems and such payment will not be charged against the maximum grievance hours set forth in Article VII, Section 12.
- g. The Company will send representatives from the Local Union Health, Safety and Ergonomic Committee to an Annual State Safety Conference. Up

## **Article XXII Health and Safety and Ergonomics**

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to one thousand employees, one representative; one thousand to two thousand employees, two representatives; over two thousand employees, three representatives. Arrangements for attending the Conference in the state where the plant is located, including payment of lost time and traveling expenses, shall be determined at each local plant. If a State does not have a suitable Safety Conference, special arrangements may be made to attend the Annual National Safety Conference. If more employees attend the Annual State (or National) Safety Conference than the above formula sets forth, all expenses for these employees shall be paid from the Health and Safety Account. A joint USWA/BFG Safety and Health Symposium will be held in addition to the State or National safety conference above. Payment for expenses associated with this meeting are to be arranged at the local level utilizing the Health and Safety Account.

- h. Members of the Labor-Management Health, Safety and Ergonomic Committee may at any time perform their duties as outlined in this Article. Employees who are working shall notify their department head of the necessity to be released to perform Health, Safety and Ergonomic Committee duties. In the event a replacement is required to avoid production delay, every effort will be made to obtain a replacement as soon as possible. In the event an accident occurs or an alleged unsafe condition arises off shift, Union Health, Safety and Ergonomic Committee members may enter the plant to investigate the situation, after notifying the Safety Supervisor or his/her designee and first reporting to the head of the department involved. Time spent by Union Health, Safety and Ergonomic Committee members in performing their duties under the provisions of this Article will be paid for consistent with b. above.
- i. The Company will furnish any employee and/or the Health, Safety and Ergonomic Committee necessary

## **Article XXII Health and Safety and Ergonomics**

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data and information concerning materials and substances used in the plant. The Company will make the appropriate personnel available in a timely manner to discuss with the International HSE Department situations where potential safety and health problems exist.

### **Section 3**

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- a. The Company will continue to develop information necessary to identify hazardous materials used in the manufacturing processes.
- b. Where recognized hazardous materials are used in the manufacturing processes, the Company will appropriately designate such materials and will establish procedures for the safe use thereof.
- c. Where tests or physical examinations of employees are required in connection with the health and safety of employees, the employee involved will be advised of the reason for such tests or examinations. Employees so tested or examined shall be advised of the results of such examination.
- d. The Health and Safety Committee will be informed of the materials used in the plant for which such tests or physical examinations of employees are required as described in Section 3 above, and the reason for such tests or examinations. The Health and Safety Committee will be informed of the prescribed handling procedures for such materials.
- e. The Union agrees to respect the confidential nature of information furnished under this Article pertaining to materials or manufacturing processes. Such information will not be disclosed to any party not directly concerned with the administration of the Collective Bargaining Agreement.
- f. The Company shall notify the Local Union Safety Representative prior to performing any monitoring for chemical or physical hazards. The Local Union Safety Representative shall have the right to observe

## **Article XXII Health and Safety and Ergonomics**

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and participate with the equipment calibration and monitoring process.

The Company shall provide the Local Union Safety Representative and the employees involved with the monitoring process with copies of all written reports related to the monitoring for chemical or physical hazards in a timely fashion. The results shall be communicated to all employees working in the affected production departments or work areas.

If the Company utilizes chemicals for which there are no established OSHA permissible exposure limits (PEL's), then the Company shall comply with American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLV's) in lieu of PEL's. If no TLV's exist the Company shall discuss with the International HSE Department prior to implementing exposure limits.

If an employee's work shift is in excess of eight hours, the regulated or accepted exposure limits shall be adjusted accordingly using acceptable industrial hygiene practices.

g. Foul weather gear shall be issued to each employee who is assigned to work outside of the plant during any inclement weather.

(h) Right to Refuse Unsafe Work:

1) No employee shall be required to work under conditions that he/she has reasonable grounds to believe to be abnormally dangerous and could result in death or physical harm. If an employee has such a belief, the employee will notify a member of management immediately.

2) No employee who in good faith exercises his/her rights under this Article shall be disciplined or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe conditions did not exist.

## Article XXII Health and Safety and Ergonomics

- 3) If the employer disputes the existence of the alleged unsafe condition, the Union safety representative (or his/her designee) and the Company safety manager (or his/her designee) [safety committee co-chairs] shall immediately investigate such alleged unsafe conditions and determine whether it exists. If they agree upon the condition, the hazard(s) at issue shall be corrected before any employee returns to work on that job.
- 4) If the safety committee co-chairs do not agree, the local union president and plant manager (or their designees) shall immediately investigate such alleged unsafe condition and determine whether it exists. If they agree upon the condition, the hazard(s) at issue shall be corrected before any employee returns to work on that job.
- 5) The parties at each plant/local union will develop a mechanism to resolve any issue that cannot be resolved in the steps outlined above at the beginning of the term of this Agreement.
- 6) No employee or group of employees shall be required to work on a job or machine while it is considered unsafe by a representative of the joint labor-management safety committee. During such time the employee or group of employees shall receive their normal hourly rate.

### Section 4

- a. The Company shall review with the Health, Safety and Ergonomic Committee the reports of any plant safety and health inspections by Municipal, Local, State or Federal Agencies. Copies of such inspections shall be available upon request.
- b. The Company shall review with the Health, Safety and Ergonomic Committee the findings, of plant safety and health or ergonomic inspections by specialists from the Company.

## **Article XXII Health and Safety and Ergonomics**

### **Section 5**

The parties agree to a Joint Occupational Health Plan. The parties agree that nothing contained in this Plan shall affect the obligations of either party under this Article.

### **Section 6**

- a. To assist and facilitate the improvement of safety and health in the plants, reduce and prevent accidents and illnesses and to avoid personal suffering and costs associated with injuries, the Company will provide compensation for a Union Safety and Health Representative to be appointed by each Local Union.
- b. It is agreed that the Union Safety and Health Representative will function as follows:
  - (1) Act as Co-Chairman, with a Company Representative, of the plant Safety, Health and Ergonomic Committee as set forth in Section 2 above.
  - (2) The Union Safety and Health Representative will coordinate his/her plant activities and contacts with the Company's Safety Representative as provided for in Section 2 above.
  - (3) The Union Safety and Health Representative shall assist the Company's Safety Representative in identifying causes of industrial accidents/illness and recommending preventive measures; in the development of ways and means to reduce Workers' Compensation costs and related lost time; and in the promoting of safety and health awareness and good housekeeping throughout the plant.
- c. The Company's Safety Representative will assist in training the Union Safety and Health Representative in matters pertinent to the plant's safety and health functions.

The parties recognize the general principle that health, safety, or ergonomics related training for the

## **Article XXIII Union Picnics and Banquets**

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wage work force will be jointly discussed with the Health, Safety and Ergonomic Committee.

The parties also recognize the need for external training in the areas of health, safety, and ergonomics for members of plant safety committees. Payment for such off-site training will be paid from the Health and Safety Account.

- d. The employee designated as the Union Safety and Health Representative shall be paid consistent with Section 2b. of this Section. Hours not utilized may not be accumulated beyond the current week. The hours compensated will be forty-eight (48) hours per week.

## **ARTICLE XXIII UNION PICNICS AND BANQUETS**

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Arrangements for annual local union picnics and banquets, wherever desired, shall be made at each plant between the local union and local plant management. The Union will contact the Company at least thirty (30) days in advance of the date it is desired to hold such picnic or banquet. Present practices at each plant location will remain in effect unless changed by mutual agreement.

## **ARTICLE XXIV BULLETIN BOARDS**

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### **Section 1**

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- a. The Company will provide the Union enclosed bulletin boards at plant entrances and/or throughout the plant for the exclusive purpose of posting Union notices. At the request of the local union, the following notices will be posted without the requirement for additional management approval:
- (1) Notices of Union meetings.
  - (2) Notices of Union elections and votes.

## Article XXIV Bulletin Boards

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- (3) Notices of Union recreational and social affairs.
  - (4) Official Notices From The United Steel Workers. These may include but not be limited to COPE announcements, letters from the President, AFL-CIO information, etc.
- b. At the request of the local union, other notices may be posted with agreement between the local plant management and the local union.

### Section 2

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- a. The Company agrees to the posting of Union notices on the Union's bulletin boards in accordance with local agreement.
- b. Union postings shall be set forth in a non-controversial manner.
- c. There shall be no other distribution or posting of Union notices, publications, handbills, or other such materials inside the plant gates.

### Section 3

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- a. Temporary arrangements for the posting of campaign material during Union elections may be established by mutual agreement at the local plants.
- b. Present practices at each plant with respect to the plant video systems will continue unless changed by mutual agreement at the local plants.

## ARTICLE XXV PREFERENTIAL HIRING

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### Section 1

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- a. An employee on layoff with recall rights from a plant in the bargaining unit will be given preference in hiring over new employees in any other plant in the bargaining unit for work on which he has satisfactory BFG experience and is otherwise qualified. Any such

## Article XXV Preferential Hiring

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employee will be hired as a new employee without service credit. He shall retain his recall rights at the plant from which he is laid off, provided, however, that should he be recalled to such former plant and decline to return to such former plant, his Company service credit and recall rights at that plant will be canceled.

- b. A former employee who was terminated because of the closure of a plant in the bargaining unit, who, within forty-five (45) days of such termination, makes written application for employment in other plants in the bargaining unit (or a plant which becomes a part of the Uniform Agreement), 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 lump sum payment, termination allowance, or separation pay.

Any such former employee who is hired, 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 or layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Section 2 a. of Article XX as if he were being recalled from layoff. A former employee who is preferentially hired and who deferred receipt of untaken vacation payments may take said vacation following employment at his new location. It is understood that scheduling vacation will be in accordance with local plant practices.

If such employee refuses a job in a particular plant for which he is qualified, his preferential hiring rights specified above shall be terminated at that plant and that plant only. (Such refusal will not prejudice his right to benefits under the Agreement on Supplemental Unemployment Benefits and the Pension and Insurance Agreement provided he is otherwise eligible for such benefits.)

- c. Section 1 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 (10%) 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, or if an employee has been laid off at least for a six (6) month period. The forty-five (45) day period for making written application will not apply to employees qualifying under this paragraph.

(1) Calculation of the Percentage of Employees on Layoff.

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 3rd 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.

(2) Applications filed by employees on layoff under the above stated conditions shall not be considered for openings during months in which such conditions are no longer applicable.

d. Filing of Application

(1) A laid off or former employee requesting preferential hiring rights in other plants listed in the Preamble of the Uniform Agreement will file an employment application form or forms with the Industrial Relations Department of the plant from which he was laid off. He may complete the application forms in the employment office during regular office hours or request such forms by certified mail addressed to the Industrial Relations Manager. The Industrial Relations Manager will forward a copy of the application to the Local Union President.

## **Article XXV Preferential Hiring**

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- (2) The application form will be forwarded to the Industrial 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 were being recalled from layoff.
- (3) Applications will be valid subject to (4) below for a 12-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 shall be notified when the plant's percentage of laid off employees is at least 10% or it is determined there is no reasonable likelihood the employees on layoff will be recalled. Such notification shall be forwarded to the Corporate Industrial Relations Department no later than the last workday in such month. The notification to the Corporate Industrial Relations Department and the Local Union President should be repeated for each month in which such conditions continue to exist. The Corporate Industrial Relations Department will, in turn, notify the International Union.

On the last work day of the month, each plant having valid applications on file under the preferential hiring lay-off provisions will contact the plant or plants from which such applicants are on layoff to determine the percentage of employees on layoff in such plants as of the third Friday of said month. The Local Union President shall be notified each month in which applicants are eli-

gible under these provisions 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.

e. **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 and/or 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 he cannot be contacted by phone, he will have seven (7) 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 him to forfeit his preferential hiring rights with respect to his current layoff.

The laid off employee and/or former employee shall be given 24 hours following the above stated contact in which to notify the plant by phone 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, injury or pregnancy, he will be by-passed for the current opening and will be considered for future openings provided he 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.

f. **Acceptance of Job Opening**

- (1) Upon acceptance of a job opening, the laid off employee and/or former employee shall be

## Article XXV Preferential Hiring

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.

- (2) If he passes the physical examination he will be notified by telephone or telegram 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 7 calendar days from the date of such notification.
- (3) Under this Article XXV, Section 1b. and c. above, he will be credited with the SUB credit units remaining to his credit as of the time of hire.
- (4) At the time of hire he will forfeit his preferential hiring rights to all other plants except that such rights shall be reinstated if he is: (1) laid off due to a reduction in force prior to completion of thirty (30) calendar days continuous service. He shall retain his recall rights to his original plant under that plant's local seniority rules. If recalled to the original plant, he must decide whether to return; however, his recall rights will be voided at the plant at which he chooses not to be employed.

### g. Inability to Perform Job Offered

- (1) Should the laid off or former employee be determined by the doctor to be permanently physically unfit to do the job for which the offer was made, but may be capable of performing other jobs on which there is no opening at the time he will retain preferential rights at this plant, in addition to rights at any other USWA plant in which he has an application.
- (2) Should the employee be determined by the doc-

## **Article XXVI Joint Study Committee**

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tor to be physically incapable of performing any job in the plant he shall lose his preferential rights to that plant but retain rights to other USWA plants to which he has made application.

- (3) Should the employee be disqualified from a job within 30 days of hire he loses preferential rights only to that job and retains preferential rights at this plant, in addition to other plants to which he has made application.

**h. Employee Notification**

Employees will be given a copy of the Procedure for exercising Preferential Hiring Rights at the time they are laid off and/or involved in a partial or complete plant closure.

## **ARTICLE XXVI JOINT STUDY COMMITTEE**

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### **Section 1**

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- a. The Company and the Union agree to establish a Joint Study Committee to study, explore and make recommendations to the parties during the term of this Agreement concerning labor relations matters referred to the Committee by the parties, as provided in Section 2a. in this Article, below.
- b. The Committee shall consist of not more than four (4) members from the Union and not more than four (4) members from the Company. Union members will be selected by the President 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 Vice President of Industrial Relations, who will designate one Company member to act as Co-Chairman and one to be his alternate.
- c. Persons from either party who are specialists in a

## **Article XXVII Seniority**

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subject under discussion may be brought into Committee meetings by agreement of the Co-Chairman.

### **Section 2**

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- a. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by agreement of the parties. Any Committee recommendations to the parties are to be on a confidential basis and may not be used in any grievance or arbitration proceedings.
- b. The Committee shall have no authority to make any decisions binding on the parties, or 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.
- c. The permanent Committee members shall establish such rules of and procedures as may be necessary and may create such subcommittees as may be deemed advisable to expedite the study of referred subjects.
- d. Each party shall pay expenses incurred by its permanent Committee members. Where the Joint Study Committee agrees that local subcommittees or outside consultants should be used, the Company agrees to pay time lost by such local subcommittee members and for the expenses incurred by use of such outside consultants.

## **ARTICLE XXVII SENIORITY**

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**Seniority shall be a determining factor in all matters affecting layoffs, re-employment, transfers and job placement if the employee is physically and mentally capable of performing the job. In order to establish rules governing the application of this article, the following procedures are hereby agreed upon:**

**Section 1**

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**Establishment of Seniority:**

- a. Seniority shall be expressed in terms of time as represented by employment at the Opelika Plant.
- b. Where employees have the same seniority date, the person hired first shall have seniority. The order of hiring for those employees starting work on the same day will be their numerical badge number. The smallest number shall have the greatest seniority.

**Section 2**

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**Seniority Basis:**

- a. Seniority shall be applied on a bid group basis. Bid groups are identified by the letters in the left hand columns of Article XXIX, Section 14.
- b. No employee shall hold seniority in two (2) bid groups.

**Section 3**

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**Termination of Seniority:**

Complete loss of seniority and service rights will be suffered by an employee for the following reasons:

- a. Voluntary termination of employment with the Company. This voluntary termination may be interpreted to include, but is not limited to:
  - (1) Refusal to do work assigned which employee is qualified and equipped to perform.
  - (2) Leaving the plant without permission.
  - (3) Overstaying leave of absence without reasonable excuse.
  - (4) Failure to work out three (3) days notice of layoff unless excused by management.
- b. Discharge for cause.

## Article XXVII Seniority

- c. Failure to report absence within three (3) scheduled days without reasonable excuse substantiated by proof.
- d. Failure to return to work on recall following layoff, without reasonable excuse.
  - (1) Failure to notify the Company of intention to return to work within seventy-two (72) hours after notice has been sent by the Company.
  - (2) Failure to return to work within five (5) days after notice has been sent by the Company.
    - (a) Notice of recall shall be sent by Registered Mail only to last known address on the Company's record of laid off employees.
    - (b) Time mentioned in d(1) and d(2), above, is considered to be working time, exclusive of Saturdays, Sundays and Holidays.

## Section 4

### Application of seniority for layoff/displacement/ job elimination:

- a. When an employee is removed from his/her job because of layoff, displacement, or job elimination, the employee will be handled in the following manner (excluding maintenance):
  - (1) Placed on an open job within the bid group.
  - (2) Displace the least senior employee within the bid group.
  - (3) Placed on an open job plant-wide.
  - (4) Displace the least senior employee plant-wide.
  - (5) In the event it is not possible to place such

employee in this manner, he/she will be assigned by qualifications by management or placed on the recall list. Employees assigned by management will have bid rights in the seniority group they last held a permanent job.

- (6) When a suppression effects multiple jobs, displaced employees will have a choice of jobs in accordance with this article (1-4 above) in line with their seniority. A separate memorandum of agreement will define the cutoff dates for available jobs and timing for employees priority sheet to be returned to their APM.

**NOTE:**

- (a) Employees holding key jobs (Lead Hands, Quality Techs and permanent Instructors) will be excluded from the displacement procedure.
- (b) Short term leave of absences will not be considered open jobs (less than 90 days).
- b. Employees in the bid group who are not needed on their current jobs will have a choice of vacancies created by layoff in line with their seniority, depending on qualification.
- c. By virtue of their office, the Local Union President, Vice President, Secretary, and Divisional Chairman shall have shift preference and for protection against layoff shall have top seniority in their area of representation during such term of office in order that they may fulfill the requirements of their job.
- (1) If a person is on a job that does not exist on the B Shift and is elected to one of the above listed offices then they will displace the least senior person in the bid group on a job that exists on the B Shift.

## **Article XXVII Seniority**

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d. At any time that the Company is in the process of demanning in a job classification and during the two week period from day of notification until the day the resulting moves are made, an employee in the same job classification removes themselves from the job classification (for any reason), then the spot in the job classification vacated by the employee, will not be posted for bid.

e. **Optional Lay-Off**

(1) Notice of optional lay-offs shall be posted for a forty-eight (48) hour period and shall be limited to the number of employees on the job or in the classification who will be laid off.

(2) Only those employees whose lay-off would not impair the efficiency of the department and who make application for such lay-off to the Personnel Department during the posting period, will be considered.

(3) Such applications shall be considered according to seniority with first consideration being given to the most senior applicant in the classification.

(4) An employee making application for optional lay-off may not refuse lay-off.

(5) An employee who takes optional lay-off as provided in this section will assume the notice of lay-off that has been given to the employee scheduled for lay-off as provided in Article XXI.

(a) An employee who takes optional lay-off will return to their original job, if their seniority permits, when they return to work.

(6) An employee has the right to take optional lay-off for an indefinite or a definite period of time.

(a) **Definite Lay-off:** A senior employee electing optional lay-off will remain on lay-off for the entire period. Example - Two (2) Week lay-off.

1. Seniority shall be limited to a shift basis for optioning on definite lay-offs.

a. Shift trades will be allowed in conjunction with definite lay-offs. Seniority will prevail in such trades and these trades will be for the duration of the lay-off.

(b) **Indefinite Lay-off:** A senior employee electing optional lay-off will have to fill out forms for a ninety (90) day period. At the end of the ninety (90) day period the senior employee may option for another ninety (90) day period. The foregoing shall continue as long as the senior employee options for lay-off.

### **Section 5**

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#### **Application of seniority for re-hire:**

a. An employee on layoff eligible for recall will be recalled in accordance with the following:

(1) Laid off employees will be re-employed at the first opportunity in accordance with Plant Wide Seniority and qualifications to perform available work.

(2) It is understood and agreed that the Company will not employ new help so long as former employees have not been recalled regardless of bid group experience, providing such employees can qualify to perform the work.

(3) Employees rehired or transferred into new bid groups due to layoff or disqualification

## **Article XXVII Seniority**

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from central board bids will, on written signed request to Employment Department at the time of an opening, be transferred to their requested bid group (one [1] opportunity only). Such request will be countersigned by the Employment Manager and a copy will be given to the employee.

Note: "qualification" in Section 4 and Section 5 of this article shall be interpreted to mean that the employee being laid off or rehired shall have the skill and ability to perform the work of the job within a reasonable learning period.

- (4) Maintenance Division personnel are included in the foregoing plant-wide seniority provisions to the extent that at the time they are eligible for recall to the Maintenance Division they must transfer back or give up their rights in the Maintenance Division forever.

### **Section 6**

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#### **Application of seniority on transfer:**

- a. Employees rehired or transferred must accept the available opening and will immediately on assignment assume full plant seniority as departmental seniority in the new department with all rights such seniority grants.
- b. Employees injured during the course of employment who are unable to work on their regular job will temporarily or permanently, as circumstances warrant, be transferred as follows:
- (1) If the restriction is temporary and it is expected that the employee will be able to return to his/her regular job, assignments will be made based on restrictions as defined by the Medical Department.

- (2) If the restriction is permanent or of such nature that a definite date cannot be established for the employee to return to his/her normal job the medical department, along with a committee consisting of the, Union Safety rep., Union President (or his designee) and Industrial Relations will determine which bid jobs the restricted employee can perform and the employee will be placed in the following manner:
- (a) First to open jobs within his/her bid group.
  - (b) Second to open jobs in other bid groups.
  - (c) Third, replace the least senior employee within the bid group.
  - (d) Displace the least senior employee in other bid groups.

**NOTE:** The placement in each of the four (4) steps above must be on a job established by the committee and in steps 3 and 4 where a displacement must take place the least senior employee on the established jobs will be displaced.

- (3) Management, along with the employee will evaluate the employee's ability to perform the selected job for a period not to exceed 28 days and during such time the displaced employee will be assigned other work. When it is determined that the restricted employee will be able to effectively perform the job the displaced employee will be placed under Section 4 of this article.
- (4) Should there be an employee who is not assigned to a job an it is apparent said employee will not be assigned to a bid job with a reasonable time frame, an injured

## **Article XXVII Seniority**

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employee may displace a less senior employee provided he/she can perform the work.

**NOTE:** This does not apply to cases where employees are waiting placement through the bidding process.

- (5) Employees temporarily transferred because of being injured or disabled during the course of employment will not assume their full plant seniority in the new bid group. After the physical condition no longer exists, the employees will return to their old bid group on their regular job or, if this is not possible, will displace the least senior employee in this bid group on a job which they are qualified and equipped to perform.
  - (6) Employees permanently transferred because of being injured or disabled during the course of employment will assume their full plant seniority in the new bid group.
- c. Divisional chairman will be notified in writing prior to transfers under 6b above.

### **Section 7**

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#### **Application of seniority - preferential jobs:**

- a. Notice of vacancies will be posted centrally throughout the plant for a period of seven (7) days. Bids will be posted by 9:00 A.M. on Monday and will be removed the following Monday no earlier than 9:00 A.M. (Bid sheets will be retained for a period of not less than one (1) year.

Scheduled moves will be posted the Tuesday prior to rotation. Bids and moves will be posted on the plant T. V. system.

An absent employee may authorize the steward and supervisor to place their name on the bid sheet provided the employee will be available when needed.

Vacancies created by long term medical leaves (90 days or longer) will be filled by surplus employees, or posted as temporary jobs based on current needs. If the employee on medical leave does not return within 24 months and takes disability retirement, then the temporary job becomes permanent (only if the job was posted temporary) and will not be posted for bid.

b. At the expiration date of the bidding period, jobs will be filled in the following manner:

(1) Employees currently in the seniority group will receive first preference on vacancies posted for their seniority group, regardless of seniority of those bidding on the job out of the seniority group.

(2) Jobs rate code 9 and above will be filled by using the following four (4) factors:

- Seniority	50%
- Job Knowledge	20%
- Interview	20%
- Attendance	10%

Employees awarded these jobs (rate code 9 and above) will remain on the job for 18 months before they are eligible for bid.

(3) All jobs less than rate code 9 will be awarded to the senior eligible employee. Employees awarded jobs less than rate code 9 will remain on the job for a period of 12 months before they are eligible to bid.

(4) Successful bidder will be moved within 30 days. If due to business needs and with a mutual agreement between the Industrial Relations Manager and Divisional Chairman, successful bidder is required to stay on current job more than 30 days, the employee will be paid average hourly earnings.

## **Article XXVII Seniority**

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c. **Employees disqualified due to inability to perform the job after the established training period will be placed in the following manner:**

- (1) To an open job in their seniority group**
- (2) To an open job plant wide**

**If disqualified employee cannot be placed by (1) or (2) above, the employee will be considered as extra and will be assigned by management in their bid group on a job they are qualified to perform. The employee will be placed on the first available opening, or the employee may bid after bid rights have been restored.**

**Employees bid rights will be restored six (6) months from the date of placement to the open job. Vacancies resulting from disqualification will be reposted if needed. (This does not apply to lead jobs.)**

**NOTE: An open job is a job that has been through the plant bidding procedures.**

**NOTE: The established training period will be the length of time established by the Production Department, Personnel and the training group. Established training period will be available for review by employees and Divisional Chairman and listed on bid sheets when jobs are posted. The established training period can be extended by mutual agreement between the Industrial Relations Manager and Divisional Chairman.**

- d. **No application for job openings will be considered from employees on whose job there is a rate or labor dispute.**
- e. **When a temporary opening exists due to an employee being off due to injury, illness, personal leave of absence or extended military leaves in emergency situations (Desert Storm),**

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such opening shall not be posted for bid. The Company may elect to recall the next senior person on the recall list to fill the opening. (Note: Senior person on recall list may refuse this temporary opening and it will not affect their right to recall to the next available opening.)

When a medical leave job is covered in this manner and the employee on leave is brought back into the plant on a light duty basis, then the employee who is on the medical leave job will not be displaced because of this light duty status.

- f. When a job is created that is not permanent (less than six (6) months) because it is in a trial process, this job will be titled a trial job and posted as a trial job. If the job is eliminated the employee on the job will displace according to Section 4 of this article.
- g. (1) An employee whose job has been discontinued and same job is reposted within forty-five (45) days, the employee will have the option of returning to his or her old job, without said job being posted, if said employee accepts under this paragraph, then paragraph (1) above will not apply.  
  
(3) When an employee is displaced by a more senior employee, the less senior employee's bid will be restored, not to exceed one (1) bid.  
  
(4) Employees whose job is to be discontinued shall be given a minimum of two (2) weeks notice prior to the elimination of their job. Such employees shall have their bid restored at time of such notice. The employees bid rights will remain in current bid group until next move sheet is posted.
- h. Eligible production employees may bid on any production job opening plant wide. (Eligible

## **Article XXVII Seniority**

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employee is one that is not medically restricted from performing the job, no current final written warning, has fulfilled minimum time requirement on current job and can qualify within the established training period.)

### **Section 8**

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#### **Applications of seniority - changed or transferred operations:**

- a. When an operation is changed to adopt more modern methods, employees involved may man new equipment if adapted for such work or they may remain in the bid group in accordance with Section 4 of this article.
- b. When an operation is transferred employees involved may move with the job maintaining present seniority or they may remain in the bid group in accordance with Section 4 of this article.

### **Section 9**

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#### **Combined jobs:**

When two or more jobs are combined for more efficient operation the senior employee on the combined jobs will have first preference on the new combined job for which he/she can qualify.

### **Section 10**

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#### **Application of seniority for shift preference:**

- a. Shift preference may be exercised by a senior employee on the same job and in the same department and classification as follows:
  - (1) Within twenty-four (24) hours of a successful job bid.
  - (2) One (1) time per twelve (12) month period other than at the time of a successful job bid.
  - (3) A separate memorandum of agreement will

be issued to address the movement between shifts (such as "A" to "C/D").

- b. An employee exercising their shift preference shall move to their desired shift as follows:
- (1) To an open job on their desired shift.
  - (2) If there is no open job then they shall displace the least senior employee on their desired shift.
- NOTE: For the purpose of this paragraph an open job shall be:
- (a) any job that is still vacant after the bidding process is completed.
  - (b) a medical leave job that has not been covered.
- c. An employee wishing to exercise shift preference must do so prior to 11:00 a.m. on Thursday prior to the posting of the move sheet.
- d. Any employee who is displaced from his job (permanent or temporary) may shift preference at time of such displacement.

### **Section 11**

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Light (restricted) duty employees will be assigned to the B shift if deemed necessary by management.

### **Section 12**

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#### **Shift Trades:**

- a. Employees working on the same job (same classification - maintenance) within a department shall be permitted to trade shifts whenever such trades are mutually agreeable to the employees involved, have the approval of the foreman and no overtime payment will be made because of the trade. Approval of the foreman may be granted in those instances where production will

## **Article XXVIII Maintenance Division**

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not be adversely affected (to also include 16 hour limitation rule - a trade between an E and A shift employee or D and C shift employee). If a shift trade is not approved, then the Company will meet with the Union and discuss the reason for refusal.

- b. All shift trades will be recorded on the employee's record.
- c. Employees trading shifts shall assume each other's accumulated hours when the trade is made and when they return to their regular shift but will not assume the other employees seniority.
- d. Shift trades will not be permitted if either of the employees involved in the trade has vacation or any other type absence scheduled which begins prior to the starting date of the trade and continues beyond the ending period of the trade.
- e. Shift trades shall be limited to a total of (90) ninety days during a twelve (12) month period. Extensions may be granted by the Department Manager and the Industrial Relations Manager.
- f. Shift trades can be for less than the standard work week if approved by supervision.

## **ARTICLE XXVIII MAINTENANCE DIVISION**

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### **Section 1**

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- A. The Maintenance Division is divided into three (3) classifications - namely, Electrical, Mechanical and Multi-Skilled employees. The purpose of this division is to maintain the operating equipment of the plant.
- B. All Maintenance employees on roll as of June 17, 1993, will be classified as level 3 Journeyman. In order to determine training

needs, all Maintenance employees will be initially assessed. This initial assessment will not impact on current pay of existing employees (as of 6/17/93), including future G.W.I. and C.O.L.A. adjustments. Current oilers will remain in the oiler classification with the opportunity to progress. However, the current oiler classification will be phased out by attrition and no oiler will be hired in the future. There will be no up or out clause. Lubrication will be added to all Maintenance job descriptions.

- C. Current base pay rates of progression will be (including \$.65 bid bonus and \$.30 production bonus):

Level 1 - \$17.81

Level 2 - \$18.81

Level 3 - \$20.81

Level 4 - \$23.31

These base pay rates do not include shift premiums. Base rates will be adjusted to include future C.O.L.A. and G.W.I. increases as they occur. The rates above are correct as of July, 1997.

The current differential at Level 3 for existing (as of 6/17/93) Maintenance employees (mechanics vs. electricians) will continue.

## **Section 2**

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Maintenance employees may not bid into incentive or straight time hourly jobs other than maintenance. Likewise, incentive or straight time hourly employees other than maintenance may not bid into maintenance jobs. Electrical, mechanical or lubrication employees do not have inter-bidding rights.

## **Section 3**

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It is agreed that employees in this division will furnish their own tools including tools as are incidental to their job classification. However, where special

## **Article XXVIII Maintenance Division"**

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tools peculiar to the Opelika Plant are needed, such special tools will be furnished by the Company.

Beginning January, 1995, a tool allowance credit will be available for all Maintenance employees. The Company and Union will arrange for a reputable tool manufacturer to be available each quarter for Maintenance employees to use their tool allowance credit. All amounts charged over the agreed upon credit limit will be the responsibility of the employee and will be handled through payroll deduction. Tool allowance credit not used in the current year can be carried over and accumulated during the life of the Contract. If credit is not used at the expiration date of the Contract, employee will begin again at the amount designated for their current level. Tool allowance credits are as follows:

- Oiler = \$30.00 per year
- Levels 1-3 Electrician = \$100.00 per year
- Levels 1-3 Mechanics = \$160.00 per year
- Levels 4 = \$175.00 per year

### **Section 4**

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When Maintenance employees are to be laid off, the ones to be laid off will be those having the least seniority in the seniority group. Maintenance employees will be recalled in accordance with seniority within their seniority group.

### **Section 5**

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a. Maintenance rotating assignments are made by plant areas, which are designated as follows:

1. Power House
2. Banbury and Milling
3. Tire Building
4. Curing
5. Finishing
6. Central Maintenance

b. All day crew personnel will be assigned to the

**Central Maintenance sector. Work for these personnel will be scheduled based on plant priorities. Future bids, filling any current bid job that is vacant or new openings, will be bid as scheduled maintenance (mechanical or electrical). Personnel currently bid as preventive maintenance in Mixing/Stock Preparation, Tire Building, Curing and Finishing will continue to work their areas as at present. Future openings in these preventive maintenance groups will not be filled, but opening will be filled as a Central Maintenance scheduled maintenance job.**

**The day crew must be available to temporarily man all shifts in the event of a major maintenance project. To accomplish this, the crew will be divided in 3 crews. Either on a planned basis or within 24 hours in case of an emergency, personnel required would go to the respective shifts for the duration of the work.**

- c. The Company will meet with the Union prior to or as soon as possible with regard to the re-allocation of maintenance personnel during periods of emergency.**
- d. At the option of the Company, some rotating bid personnel could be stationed on "B" shift. They would work on their bid crew to cover absences, vacation, training, LOA in full week blocks. While on "B" shift, they would work in their area or be scheduled to training. In areas where there is only one bid person per crew, this strategy could allow a fifth slot to be bid. This slot would cover absence blocks of one week or more. The remainder of the time would be on "B" shift, as above. These persons would balance hours within the area, by classification.**
- e. Plant vacation shutdowns do not apply to the Maintenance Division. During vacation shutdown, scheduling of vacation will be limited to a**

## **Article XXIX General**

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minimum of 20% and a maximum of 30% of the classification. The employee must notify the Company eighteen (18) calendar days prior to vacation shutdown of their intent to work or not work. Any changes to the number allowed to take vacation during this period must be fully agreed to by the Company and the Union.

## **ARTICLE XXIX GENERAL**

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### **Section 1**

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Uniform size copies of all Uniform agreements and the applicable local supplements thereto between the parties shall be given by the Company to each employee covered by this agreement. The cost of furnishing these agreements shall be borne by the Company. The Company agrees to meet with the Union within ten (10) days after the signing of the supplemental agreement for the purpose of making arrangements to print this agreement and the supplement thereto. The Collective Bargaining Agreement and Local Supplemental Agreement will be printed by a Union printer.

### **Section 2**

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If any provisions of this agreement are found to be contrary to any laws or orders of the Government, such laws or orders shall take precedence over the provisions of this agreement.

### **Section 3**

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- a. It is agreed that any matter not specifically covered by this agreement which has been the subject of collective bargaining on a local union plant basis and which has been settled on a local basis shall not be disturbed in any way by virtue of this agreement.
- b. It is further agreed that in all matters specifically covered by this agreement the terms of this agree-

ment shall govern in the event there is any conflict between this agreement and the local agreement covering the same matters, except as otherwise provided for in this agreement.

**Section 4**

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At Opelika, one-half cent (\$.005) will be set aside for each hour worked for the term of the Agreement. The use of the one-half cent (\$.005) will continue to serve the same purpose as agreed to following the 1973 local negotiations.

**Section 5**

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When an employee's locker is to be inspected because he is suspected of misconduct, such as, having stolen property, alcoholic beverages, unlawful drugs or firearms in his locker, he will be given an opportunity to be present during the inspection. The Local Union President shall be notified prior to any such inspection.

Employees using lockers will be informed of procedures for routine inspection for purposes such as determining locker availability, of gathering Company furnished towels, clothing, tools and the like.

**Section 6**

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It is understood that where the masculine pronoun is used in this agreement, it shall refer to both genders.

**Section 7**

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For the purposes of interpreting and applying the provisions of this Uniform Agreement, seniority, service credit, credited service, continuous service credit, and Company service credit terminology shall continue to have the same meaning at respective plant locations as was provided for under the most recent predecessor Agreements at such plant locations.

**Section 8**

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a. The Company shall have the right to invoke a student

## **Article XXIX General**

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employment program to supplement the regular workforce during the summer, weekends, and surrounding holiday periods. If a student program is to be utilized, the Company will so inform the Union prior to its implementation. The use of students will not result in a reduction in any permanent classification. The Company reserves the right to adjust student employment levels based on business need.

- b. Full-time students who are children of full-time employees and are covered by a Company health care plan may be employed for a specific period to cover absenteeism and to provide increased vacation quotas.
- c. Students to be considered must be 18 years of age or older, and otherwise legally eligible to work in the U.S.
- d. Students will be hired into temporary positions without the necessity of job posting. Full-time employees may not displace student positions.
- e. Students will be informed of the temporary nature of the job when hired.
- f. Students will be entitled to and comply with the provisions of the collective bargaining agreement.
- g. Students will be subject to all plant work rules and the attendance policy. However, since their employment is temporary in nature, discipline will be administered based on abbreviated accumulation of steps/occurrences.
- h. The final employment decision on who is hired, the number to be hired, and the timeline for hiring will be determined by local plant management.
- i. Students will be hired into separate but related classifications. For example, "Cureman-Student". As such, they will not equalize hours with the full-time employees in the classification. Local provisions will apply to offering of overtime to students.
- j. Applications will be collected until a date set by the Company. If there are more applicants than available

- positions, random drawings will be held. A Union representative will be present for such drawings. Two drawings will be held for the purpose of affording the children of wage and salaried employees an opportunity for employment in a ratio reflective of the makeup of full-time plant personnel.
- k. Students selected for employment must successfully complete applications and post-offer physical exams and a drug screen.
  - l. The Company will determine proper job placement. To the extent possible, the Company will attempt to place the student on the same crew as the parent, but in differing departments than the parent.
  - m. Full time employees will be afforded choice of assignment over student employees.
  - n. Student employees will be subject to the same qualification standards as any other new hire for regular employment.
  - o. Wage rates for student employees will be \$13 per hour for the first eighteen (18) months, \$14 per hour for months nineteen (19) through thirty-six (36), and \$15 per hour for months thirty-seven (37) and beyond. Wage progression will be based on the student's original hire date. If student is utilized on an incentive job, they will be paid the incentive earnings (based on their hourly rate at 100%) or their hourly rate, whichever is higher.
  - p. Students may be moved from crew to crew to fill vacancy needs. However, this movement will be in no less than full week increments, and will not create overtime.
  - q. Consistent with local provisions contained within the supplemental agreement, students may trade crews, provided they are fully qualified to perform the job, and only after management approval.
  - r. As student employees become fully qualified, vacation quotas will be increased at the rate of 50% of the

## **Article XXIX General**

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number of students hired. This rate may not be lowered or increased via local discussions and is rounded up within each classification.

- s. First consideration in hiring will be given to those students who have previously worked in the plant, continue to meet employment eligibility requirements and are recommended to be returned by management. Every effort will be made to place students in the same position they previously held to minimize training time.
- t. If sufficient numbers of students are not available from the population of active employee's children, then dependent children of local plant retirees will be considered.
- u. Students will be provided all required personal protective equipment, including safety shoes, within the limitations of current plant practices.
- v. Should the student be hired as a full time regular employee, service credit shall be adjusted to reflect all time spent on the rolls of the Company as a student employee.

### **Section 9**

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**Employees' pay will be distributed according to the shift they are working, as defined in a separate memorandum.**

### **Section 10**

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**The Company agrees it will not make changes in time cards and/or production sheets which adversely affects the employee's earnings without the presence of the employee and a Union representative if requested by the employee.**

### **Section 11**

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**In all cases where the matter arises in administering this contract, the question of qualifications of employees will be negotiated and if not resolved will**

be decided by a physical, oral or written test contingent on job requirements.

**Section 12**

An employee selected by the Company and removed from his job to act as an instructor shall be paid average earnings plus forty cents (40¢) per hour during such assignment. Upon completing such assignment, he shall be placed on his previous job provided he is able to do the work. The employee displaced will displace the least senior employee in the department. This language will not exclude Maintenance employees who are assigned with trainees. Selections for such assignments as instructors shall be made solely on ability to instruct with due regard to seniority. Job will not be available for bid.

- a. A list of employees that wish to be an instructor and are qualified to instruct will be selected and kept by the Company. In order to be placed on a list employees must meet all qualifications established by Department Management.
- (1) If the period of instruction is less than thirty (30) days the employee shall return to his/her machine. If the period exceeds thirty (30) days the employee will return to his/her job classification.
  - (2) If an instructor is needed for overtime the hours shall first be offered to employees presently instructing. If additional overtime is needed the hours shall then be balanced from the list of instructors.
  - (3) It is understood that there may be occasions where instructors must of necessity be assigned other work; however, their primary function is to instruct.
  - (4) If instructors must of necessity be held following a layoff, the senior instructors will be retained for the established training

## **Article XXIX General**

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period. This will be discussed with the Division Chairman prior to the Instructor being held.

### **Section 13**

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#### **Statement of Policy on Group Incentive Jobs:**

When students or learners are added to group incentive jobs the experienced employees will be guaranteed average hourly earnings or actual earnings, whichever is higher, for a period not to exceed the recognized training period of the job. Period of time to be measured by the number of weeks the learner has worked on the job. Students or learners will be paid their actual earnings or their progression hourly rate, whichever is higher, while they are students or learners.

The above provisions do not apply to those group operations where operators are pretrained before being added to the group.

It is agreed that wage employees, hereafter referred to as the Banbury Operator will be installed in the Banbury Control Room.

### **Section 14**

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#### **Supplemental Unemployment Plan - Opelika Plant**

- a. In order to administer the Short Week provisions of the SUB Agreement, the following shall be considered as Compensated or Available hours under Article VIII, Section 9 of the Supplemental Unemployment Benefit Plan, in addition to those items contained in this Article.
  - (1) All hours not worked by an Employee because he leaves prior to or remains after the start of or returns prior to or after the end, of a scheduled vacation shutdown in order to phase in or out those operations scheduled for stopping and starting at

times other than the scheduled dates of the plant vacation shutdown, provided, however, that the period any employee is scheduled away from work is no longer than the vacation shutdown.

- b. (1) It is agreed that the Company has the right to schedule the plant down temporarily (completely or partially) in order to properly service its customers and not be in contradiction with any existing contract clauses. Hours lost due to shutdowns of this nature will not be considered as Compensated or Available hours under Article VIII, Section 9 of the SUB plan.
- (2) No temporary layoff out of line of seniority will exceed four (4) weeks. If other temporary layoffs are necessary they will be separated by not less than six (6) weeks with a maximum of temporary layoffs not to exceed eight (8) weeks in a calendar year. The above periods of time or occurrences may be changed by mutual agreement. The above limitations are restricted only to B-1 above.
- (3) It is agreed that unscheduled shutdowns due to major mechanical breakdowns will not be in contradiction with any existing contract clauses. Temporary layoffs out of line of seniority will not exceed four (4) weeks in a calendar year unless mutually agreed. Hours lost due to shutdowns of this nature will not be considered as Compensated or Available hours under Article VIII, Section 9 of the SUB plan.
- c. It is also agreed that the Company has the right to schedule such employees as shall be necessary to man required production or service jobs during these temporary periods of plant shutdowns. The determination of which employees

## Article XXIX General

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shall be scheduled shall be in accordance with the seniority and balancing hours practices of the departments affected.

- d. If an employee is ineligible for an automatic short work week benefit, and such week is a State "waiting week," the week will be deemed to be a temporary layoff out of line of seniority in conformance with Article I, Section 1, "b" "4" of the Supplemental Unemployment Benefit Agreement. The Company will establish a procedure for notifying employees of any requirement to register at the employment office of such applicable State System in order to establish a "waiting week."

### Section 15

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<u>Seniority Group</u>	<u>Dept. Number</u>	<u>Description</u>
A	11	Banbury Mixing and machine cleaning
	12	Calendering - Miscellaneous
	13	Calendering - Fabric
	14	Calendering - Creel
	15	Repair Reroll Liners
	51	Tread & Miscellaneous Tubing
	101	Stock Preparation - Slitting
	102	Bead Building
	17	Cement House
	351	Material Salvage
B	106	Breaker Preparation
	109	Tire Bldg. - Pass. Rad. 1st Stage
	110	Tire Bldg. - Pass. Rad. 2nd Stage
	111	Tire Bldg. - Modules
	112	Tire Bldg. - L.T. Rad. 1st Stage
	113	Tire Bldg. - L.T. Rad. 2nd Stage
C	151	Tire Preparation & Curing - Pass. & L.T. Radial
	201	Tire Finishing - Pass. & L.T. Radial

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<u>Seniority Group</u>	<u>Dept. Number</u>	<u>Description</u>
C	208	Sort, Wrap & Label
D	328	Mechanical Shops - General
E	501	Sanitation
	811	Warehousing & Shipping
	452	Receiving & Storing
F	502	Fireman

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### Section 16

When a tire building machine is de-manned for modification the crews removed from the machine will be moved intact to an open machine.

When modification is complete, one crew will be returned to the machine for the de-bugging process. After the de-bugging is complete and the machine is ready for production then the crews on the remaining shifts will be given the option to return to the modified machine. If the de-bugging process is needed on more than one shift then the other crews will be returned to the machine for de-bugging.

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### Section 17

#### Miscellaneous Coverage Group

- a. The Company will utilize miscellaneous coverage employees based on departmental needs. Supervision will determine which jobs will be covered by miscellaneous coverage employees. Miscellaneous coverage employees will choose by seniority among jobs determined by supervision to be covered.
- b. When not assigned, miscellaneous coverage employees can be used as extras and to make up additional crews. They will be paid AHE or the rate of the job whichever is higher.
- c. Miscellaneous coverage employees on the job December 15 will receive \$.25 for each hour

## **Article XXIX General**

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worked on the miscellaneous coverage job during the previous twelve (12) months. They will be paid in a lump sum during the pay period prior to the Christmas holidays.

- e. When miscellaneous coverage personnel are covering vacancies in less than 5 day blocks then overtime coverage will be handled in the following manner:

(1) When covering a scheduled vacancy then the miscellaneous coverage person will cover any overtime for the twenty-four hour period (11:00 P.M. to 11:00 P.M.). The miscellaneous coverage person would also cover any overtime the four (4) hours immediately preceding or succeeding the shift where the hours fall into another twenty-four hour period.

(2) If the vacancy is not scheduled (daily absence) then the miscellaneous coverage person will only cover the four (4) hours immediately following the shift.

Exceptions to e. above: When the miscellaneous coverage employee is covering an employee who is on union business or other company business. In this case, the regular employee will have the first opportunity for such overtime. If they refuse then the miscellaneous coverage employee will be offered the work.

- f. Employees will not be eligible for a miscellaneous coverage job if they have been disqualified on any job that is part of the miscellaneous coverage job.
- g. Miscellaneous coverage personnel will be qualified on all jobs which they will be expected to cover within the period of time equal to the total of the training periods of such jobs.
- h. Payment will be as follows:

1. **Rate of bid job assigned.**
2. **When not assigned to a bid job, personnel will receive their A.H.E.**

### **Section 18**

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**Employees, who are not currently being provided uniforms at Company expense, may rent uniforms, with payment being made through payroll deduction.**

## **DURATION AND TERMINATION**

### **Section 1**

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- a. This Agreement of August 20, 2004 shall become effective at each plant at the time the local supplement to this agreement is completed. This Agreement shall continue in effect until July 22, 2006. Thereafter, it shall renew itself for yearly periods unless written notice is given by either the International Union or the Company not less than sixty (60) days, but not more than seventy-five (75) days, prior to the expiration date or any extension thereof that it is desired to terminate or amend the agreement and the supplements thereto. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days. If negotiations are not completed prior to the expiration date, this Agreement and the supplements thereto may be continued in force and effect thereafter by mutual agreement of the parties.
- b. This Agreement may be amended by mutual agreement between the parties. If either party proposes amendments to this Agreement during the life thereof, negotiations on such proposals shall begin within thirty (30) days. If no settlement is reached, the provisions of this Agreement shall continue in effect.

### **Section 2**

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- a. Supplements to this Agreement shall become effective when signed and shall continue in effect for the period of this Agreement and thereafter for yearly

## Duration and Termination

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periods unless notice is given by either the International Union or the Company not less than sixty (60) days, but not more than seventy-five (75) days prior to the expiration date or any extension thereof that it is desired to amend or terminate the supplement. In the event such notice is given, the parties shall agree on a local plant basis when negotiations shall commence, but in no event shall negotiations begin later than fifteen days after completion of the Uniform Agreement, unless mutually agreed otherwise.

- b. Any supplement may be amended by mutual agreement between the local management and local union affected by the supplement. If either party to the supplement proposes amendments to the supplement during the life thereof, negotiations on such proposals shall begin within thirty (30) days. If no settlement is reached, the provisions of the supplement shall continue in effect.
- c. In the event any Local Union and local management have not concluded negotiations on the local supplemental agreement to become a part of the Uniform Agreement within a reasonable period from the date of the signing of the Uniform Agreement, the International Union and the Central Office of the Company will both assign representatives to assist the Local Union and the local plant management in the completion of the local supplement.

## Section 3

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It is mutually agreed that proposals made by either party during the negotiations of this Uniform Agreement, that were not negotiated to a conclusion are withdrawn without prejudice. Furthermore, the parties agree that such withdrawn proposals shall not be used for purposes of processing any grievance or issue submitted for arbitration.

## Section 4

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In order to secure adequate facilities for collective bargaining, the International Union and the Company agree

to meet in sufficient enough time prior to the termination date of the Uniform Agreement for the purpose of making appropriate arrangement for the site of the next negotiations.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 18th day of August 2004.

**THE UNITED STEELWORKERS  
OF AMERICA, AFL-CIO-CLC**

By John Sellers  
Larry Jackson  
Jeanette Stump

Local Union No. 715, Ft. Wayne, IN  
Eric Betts  
Terry D. Cunningham

Local Union No. 753, Opelika, AL  
William Hart  
Paschal Prickett

Local Union No. 351, Tuscaloosa, AL  
Jimmy Price  
Wayne Garner

**BFGOODRICH TIRE MANUFACTURING**

D. D. Lowe  
M. M. King  
G. L. Spencer  
C. V. Jones  
K. L. Bachmann  
G. A. Beard  
R. P. Kroczyński  
J. M. Cowart  
J. H. Danford  
M. R. Timm

In witness whereof this supplement agreement, the parties hereto have hereunto set their hands this 20th day of August 2004.

BFGoodrich Tire Manufacturing Company  
By Joey Danford  
United Steel Workers Of America, Local 753

By William Hart  
By Mickey Harrington  
By David Swatts  
By Johnny Pinkard

**APPENDIX "A"**

**Memorandum Regarding Matters Referred Back to Local Plants for Local Union — Local Plant Bargaining**

Uniroyal Goodrich Tire Manufacturing and the United Steel Workers of America agree that the following matters shall be negotiated upon a Local Union - Plant basis, notwithstanding the fact that said matters may have been discussed during the Uniform Agreement negotiations.

- A. The method and amount of payment for the following conditions:
1. Alternating assignments
  2. All off-standard work
  3. Defective stock
  4. Delay in furnishing stock or materials to piece workers
  5. Faulty equipment or repairs
  6. Any other abnormal condition beyond the employee's control
- B. Clean-up and washup time
- C. Alleged intra-plant inequities or inequalities, if any, shall be negotiated with the local supplemental agreements, and settlements of the same shall take effect at the time the local supplemental agreement is effective. Thereafter, inequities and inequalities shall not be subject to negotiation for the duration of the supplemental agreement.
- D. The matter of Union representatives entering or leaving the plant to conduct legitimate Union business.
- E. The matter of notification of Union representatives regarding proposed time studies.
- F. Maintenance department's assignments and classifications.
- G. Apprenticeship program in accordance with the standards of the Federal Bureau of Apprenticeship.

- H. The matter of crediting hours not worked for the purpose of computing payment of overtime after forty hours.
- I. The matter of cancellation of rates or standards.
- J. The question of assignment to production and maintenance employees of janitorial work normally assigned to matrons and janitors.
- K. The matter of provision of facilities and the subject of payroll deductions for local credit unions, and other deductions.
- L. Overtime work when employees are laid off.
- M. The matter of reducing hours on a temporary basis without the requirement of making a layoff in accordance with the local plant layoff procedure and the payment of Supplemental Unemployment Benefits for such temporary period.
- N. The matter of extending vacations by one day for each holiday falling within the vacation period.
- O. The matter of paying vacation pay in lieu of time off.
- P. The matter of proper point values for use of hazardous chemicals on job evaluation plans or practices.
- Q. The matter of determining Average Hourly Earnings.
- R. The matter of probationary periods. (Not to exceed 30 days.)
- S. The matter of scheduling vacation, one day at a time.
- T. The matter of birthday holiday administration.
- U. Provisions for addressing special rate payments as they relate to any new bonus wage payment systems.
- V. The determination of length of assignment and additional payments to employees, if any, while acting as instructors, and the application of same.
- W. Any subjects specifically referred to in the Uniform Agreements which specify that present practices are to continue unless changed by mutual agreement

## **Appendix "B" Memorandum of Agreement**

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between the parties at the local plant level.

It is further agreed that all other matters not hereinabove specifically mentioned which were negotiated on a Company-wide basis shall not be subjects for negotiation on a local basis, except those matters now specifically covered by the Local Union Supplements.

### **APPENDIX "B"**

#### **MEMORANDUM OF AGREEMENT**

THIS THE MEMORANDUM OF AGREEMENT entered into this 20th day of August, 2004, by and between BFGoodrich Tire Manufacturing a division for its plants located in Fort Wayne, IN; Opelika, AL and Tuscaloosa, AL; hereinafter referred to as the "Company," and the International Union of the United Steelworkers of America, AFL-CIO-CLC, Local Unions thereto, namely, Local Union No. 715, Fort Wayne, IN; Local Union No. 753, Opelika, AL; and Local Union No. 351, Tuscaloosa, AL, hereinafter referred to as the "Union":

WITNESSETH;

#### **A. Cost of Living Allowance**

A Cost of Living Adjustment will be calculated and recalculated as set forth below based on the Consumer Price Index for Urban Wage Earners and Clerical Workers - Revised Series (CPI-W) (United States City Average) published by the Bureau of Labor Statistics (1967 = 100) revised January, 1985 hereinafter referred to as the Consumer Price Index (CPI).

#### **B. Schedules**

The schedule, formula, guidelines and methods of incorporation for the cost of living adjustments will be as follows:

Effective Date of

Adjustment shall be      Base Period CPI

the pay week of

## Appendix "B" Memorandum of Agreement

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<u>July 7, 2003</u>	March, April, May, <u>2003</u>
<u>October 6, 2003</u>	June, July, August, <u>2003</u>
<u>January 5, 2004</u>	September, October, November, <u>2003</u>
<u>April 5, 2004</u>	December, <u>2003</u> , January and February, <u>2004</u>
<u>July 5, 2004</u>	March, April, May, <u>2004</u>
<u>October 4, 2004</u>	June, July, August, <u>2004</u>
<u>January 3, 2005</u>	September, October, November, <u>2004</u>
<u>April 4, 2005</u>	December, <u>2004</u> , January and February, <u>2005</u>
<u>July 4, 2005</u>	March, April, May, <u>2005</u>
<u>October 3, 2005</u>	June, July, August, <u>2005</u>
<u>January 2, 2006</u>	September, October, November, <u>2005</u>
<u>April 3, 2006</u>	December, <u>2005</u> , January and February, <u>2006</u>
<u>July 3, 2006</u>	<u>March, April, May 2006</u>

The Base CPI for the adjustment dates listed above will be the average CPI-W for the months of December, 1984, January, 1985 and February, 1985.

### C. Formula

The Cost of Living Adjustment for each Effective Date of adjustment shown will be determined by comparing the three month average CPI for the corresponding Base Period to the Base CPI. The computed Cost of Living Allowances shall be reduced by an amount equal to the sum of all prior Cost of Living Allowances which have been incorporated into the base and hourly rates under the Base CPI, calculated for December, 1984, January and February, 1985.

A Cost of Living Adjustment of \$0.01 for each full .26 of one point change developed from this comparison will be paid for each of the quarterly periods noted in C. above.

In calculating the three month average CPI for the

## Appendix "B" Memorandum of Agreement

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Base CPI, or for a Base Period CPI, the computed average will be rounded to the nearest tenth of a point, using the Engineering Method of Rounding.

### D. Guidelines

In the event the Bureau of Labor Statistics does not issue the appropriate CPI on or before the Effective Date of adjustment, the Cost of Living Adjustment required by such appropriate Index shall be paid at the beginning of the first pay period after receipt of the Index and paid retroactively to the Effective Date of adjustment.

No Adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the Cost of Living calculation shall have been determined.

In no event will a decline in the Consumer Price Index be cause to reduce any Cost of Living Adjustments that have been made prior to such decline.

In the event the BLS changes the form or basis for calculation of the Consumer Price Index for Urban Wage Earners and Clerical Workers (as presently published) during the terms of this Agreement, the parties hereto agree to request that BLS make available a monthly CPI in its present form and calculated on the same basis for the duration of this Agreement.

If BLS 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 an appropriate substitute Index to final and binding arbitration.

### E. Incorporation

1. At Tuscaloosa, the reference job for incorpora-

## Appendix "B" Memorandum of Agreement

tion will be Build Tires RMS2000. The full COLA will be applied at the 100% pay rate of the job. The equivalent percentage (COLA increase divided by the 100% pay rate for Build Tires RMS2000) will be applied to all other jobs in the plant. This percentage is applied to all incentive jobs at the 100% level of each incentive job.

2. At Opelika, the reference job for incorporation will be Light Truck Second Stage Tire Building. The full COLA will be applied at the 100% pay rate of the job. The equivalent percentage (COLA increase divided by the 100% pay rate for Light Truck Second Stage Tire Building) will be applied to all other jobs in the plant. This percentage is applied to all incentive jobs at the 100% level of each incentive job.
3. At Fort Wayne, the reference job for incorporation will be Build Tires RMS2000. The full COLA will be applied at the 100% pay rate of the job. The equivalent percentage (COLA increase divided by the 100% pay rate for Build Tires RMS2000) will be applied to all other jobs in the plant. This percentage is applied to all incentive jobs at the 100% level of each incentive job.

### F. COLA Diversion

1. It is agreed that the \$0.39/hour COLA payment diverted to improved 401(k) benefits as provided for under Appendix "B" of the Collective Bargaining Agreement dated May 4, 1994, shall continue to be diverted without interruption in accordance with that which is set forth in Letter # 20 of the 1997 Pension and Insurance Agreement.
2. The parties agree to a COLA diversion equal to \$.12 per hour to improved pension and benefits as provided under Appendix B of the Collective Bargaining Agreement dated November 19, 2000. This additional diversion will be taken

## Appendix "B" Memorandum of Agreement

from the January 2001 COLA incorporation period. If the January 2001 incorporation does not satisfy the \$.12 diversion requirement, COLA will continue to be diverted from subsequent COLA periods until the \$.12 requirement is fulfilled.

3. The parties agree to a COLA diversion equal to \$.50 per hour of unincorporated COLA upon the effective date of the Collective Bargaining Agreement dated August 18, 2004.
4. The parties agree that \$.16 of past unincorporated COLA will be incorporated into the rate structure on the effective date of the Collective Bargaining Agreement dated August 20, 2004. This \$.16 will be incorporated using the method contained in the 2000 Collective Bargaining Agreement. As such, it will exclude students.
5. The parties agree that \$.25 of past unincorporated COLA will be incorporated into the rate structure effective on April 23, 2006. This \$.25 will be incorporated using the method contained in the 2000 Collective Bargaining Agreement. As such, it will exclude students.

### G: New Hire Starting Rates

1. The wage payment schedule for new employees hired by the Company prior to August 20, 2004 shall be subject to a thirty-six (36) month wage rate progression. Under this progression scale, an experience factor will be applied to final pay amounts during the first three (3) years of employment according to the following scale:

(70%) of final pay for the first 6 months of employment;  
(75%) of final pay for months 7 through 12 inclusive;  
(80%) of final pay for months 13 through 18 inclusive;  
(85%) of final pay for months 19 through 24 inclusive;  
(90%) of final pay for months 25 through 30 inclusive;  
(95%) of final pay for months 31 through 36 inclusive.

At the beginning of the 37th month of employ-

## Appendix "B" Memorandum of Agreement

ment, the experience factor will be set at 100%, and will remain at this level for the remainder of the employees' tenure. Changes in the experience factor will be made with the start of the first pay period week following completion of each subsequent six (6) month period of employment.

2. The wage payment schedule for new employees hired by the Company after August 20, 2004 shall be subject to a sixty (60) month wage rate progression. Under this progression scale, an experience factor will be applied to final pay amounts during the first five (5) years of employment according to the following scale:

(70%) of final pay for the first 12 months of employment;  
(75%) of final pay for months 13 through 24 inclusive;  
(80%) of final pay for months 25 through 36 inclusive;  
(85%) of final pay for months 37 through 48 inclusive;  
(90%) of final pay for months 49 through 54 inclusive;  
(95%) of final pay for months 55 through 60 inclusive.

At the beginning of the 61st month of employment, the experience factor will be set at 100%, and will remain at this level for the remainder of the employees' tenure. Changes in the experience factor will be made with the start of the first pay period following completion of each pay period as listed in subparagraph 2 above.

3. The new hire wage rate progression schedule described herein applies to all plant bargaining unit job classifications with the exception of those jobs covered under each plant's Maintenance/Multi-skilled progression and Student Support Unit.
4. If, during the life of the Agreement, the Company determines that the new hire starting pay rate is inadequate to attract new employees at a given location, the Company, at its own dis-

## Appendix "B" Memorandum of Agreement

cretion may adjust the increase percentage proportionally over the progression schedule as listed in subparagraph 2 above. Should such an increase be made, the same level of adjustment shall also be made to rates of new employees already in the progression schedule.

It is also understood that the Company may adjust the starting rate for new craft maintenance employees if warranted by local labor market conditions.

5. The experience factor for new employees within the wage progression scale described herein shall also be applied to all wage payment made for time not worked, including holidays, military makeup, bereavement, jury duty, grievance, and Sickness and Accident pay.

### H: Special Rates

1. Effective June 9, 1997, the maximum experienced wage payment rate for the classification of Lumpers is \$11.00 per hour.
2. Any future Cost of Living Adjustment (COLA) or General Wage Increase (GWI) applicable to the local plant wage rate structure shall be applied to the wage rates of these job classifications.

This Memorandum of Agreement is being executed concurrently with the Uniform Agreement dated August 20, 2004, and is hereby made part thereof by reference.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above written.

**THE UNITED STEELWORKERS  
OF AMERICA, AFL-CIO-CLC**

By John Sellers  
Larry Jackson

**Local Union No. 715, Ft. Wayne, IN**  
Eric Betts  
Terry D. Cunningham

**Appendix "C" Health, Safety and Education Program**

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**Local Union No. 753, Opelika, AL**

William Hart  
Paschal Prickett

**Local Union No. 351, Tuscaloosa, AL**

Jimmy Price  
Wayne Garner

**BFGOODRICH TIRE MANUFACTURING**

By: D. D. Lowe  
M. M. King  
G. L. Spencer  
C. V. Jones  
K. L. Bachmann  
G. A. Beard  
R. P. Kroczyński  
J. H. Danford  
M. Cowart  
M. R. Timm

**APPENDIX "C"**

**USWA/BFG HEALTH, SAFETY, AND  
EDUCATION PROGRAM**

THIS MEMORANDUM OF AGREEMENT is made and entered into this 20th day of August, 2004, by and between the United Steel Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions 715, 753, and 351, hereinafter referred to as the "Union," and BFGoodrich Tire Manufacturing, hereinafter referred to as the "Company."

The parties hereby agree that the initial Memorandum of Agreement entitled "URW/UGTC Health and Safety Program" which was executed on the 23rd day of April, 1979, as amended, shall be extended as follows:

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

## **Appendix "C" Health, Safety and Education Program**

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**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 education and 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 USWA's and BFG's commitment to the protection and preservation of the health, safety and welfare for its employees, the USWA and BFG demonstrated leadership in the industrial community by establishing on the 13th day of June, 1970, a Joint Occupational Health Program under which tripartite commitments were made between the parties, Harvard's School of Public Health (the University), and University of North Carolina School of Public Health (the University) for the purpose of conducting studies to determine whether any relationship existed between the working environment and the employees' health. This Program was amended and extended on the 31st day of May, 1973, and the 6th day of September 1976, and the 21st day of April, 1979, and on the 21st day of April, 1982.

**WHEREAS:** As part of the USWA's and BFG's continued commitment for the safety and health of employees, it was agreed by the parties during 1979 negotiations to establish a position within each Local Union of a Safety and

## **Appendix "C" Health, Safety and Education Program**

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Health Representative and to otherwise enhance the health, safety and welfare of the employees by creating this USWA/BFG Health and Safety Program.

**WHEREAS:** The implementation of the foregoing programs and the joint cooperation of the USWA and BFG on safety and health matters has resulted in improved safety and health of all employees.

**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 wellbeing of all employees; and

**WHEREAS:** It is the desire of the USWA and BFG to consolidate in one overall program the Joint Occupational Health Program into the USWA/BFG Health and Safety Program and to further expand these programs by providing for Personal Health Surveillance and off-the-job safety programs.

**NOW, THEREFORE,** the parties hereby mutually agree as follows:

1. To establish a USWA/BFG Health and Safety Program, including the implementation of a Personal Health Surveillance Program, an Off-The-Job Safety Program, and educational support systems designed to facilitate the involvement of Company/Union representatives and employees. (It is the intent of this Program to supplement and not replace the plant(s) Safety and Health Program.)
2. A Joint Committee composed of three representatives from the Company and three representatives from the Union will be established to administer the aforementioned Program. The Company and the Union shall each appoint two (2) alternates. Either

## **Appendix "C" Health, Safety and Education Program**

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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.

Annually, the Joint Committee will convene a Council comprised of each of the Local Union's Presidents and Health and Safety Representatives and the Company's Employee Relations Managers and Safety Representatives who will meet with the Joint Committee to review existing programs and formulate plans for future health and safety activities.

3. It shall be the function of said Joint 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 or off the job; and to educate the employees on safety practices or procedures which eliminate or minimize their exposure to debilitating injuries or diseases.
4. Among the programs or studies that are considered within the scope of the Joint Committee's responsibility and authority are those utilized:
  - (a) To provide necessary funds to develop or obtain educational programs to 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 matters relating to the overall health and safety of the employees such as:
    - (i) Development of training/education 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 toward possible solutions to safety and health problems in the respective plants.
- (c) To provide funds for USWA/BFG Health and Safety Seminars as mutually agreed by the parties.
- (d) To provide funds for expenses of Union Safety and Health Representatives for attendance at seminars that are approved by the Joint Committee.
- (e) To provide necessary funds for the implementation of a Personal Health Surveillance Program.
- (f) To provide funds to establish off-the-job safety programs.
- (g) To provide funds to establish a safety and health reference library at each of the Local Plants.

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 BFG Occupational Accident/Illness Reporting System, Joint Occupational Health Program and the Personal Health Surveillance 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.

5. The following guidelines apply to the implementation of the Personal Health Surveillance Program:

- (a) Definitions:

Personal Health Surveillance Program - A personal medical screening program paid with funds from the established Health and Safety

## **Appendix "C" Health, Safety and Education Program**

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Account as defined in the CBA. The content of the program will be determined by the Joint Committee based on the guidelines of the CBA and recommendations of the medical consultant.

**Union Designated Representative** - An employee or consultant of the USWA who will oversee the program and coordinate the activities of the USWA related to the PHSP. This individual shall be the recipient of any and all related PHSP correspondence from the medical consultant and service provider.

**Company Designated Representative** - An employee or consultant of BFG (employer) who will oversee the program and coordinate the activities of the employer related to the PHSP. This individual shall be the recipient of any and all related PHSP correspondence from the medical consultant.

**Medical Consultant** - Mutually agreed to independent third party Physician utilized for the PHSP.

(b) **The Program:**

The PHSP and the functions of the medical consultant will be overseen by the Union and Company designated representatives. While retained for the PHSP, the medical consultant shall not perform other work for either party unless approved by the Joint Committee. The medical consultant shall be required to sign a confidentiality agreement which has been jointly approved by the Company and the Union.

Only the participating employee and his/her designated physician will receive the providers personal report. All data provided to the participating employees and their physicians will remain the property of the employee.

The medical consultant will receive data from

## **Appendix "C" Health, Safety and Education Program**

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the PHSP examination provider for review. All data provided to the medical consultant will remain the property of the Company and the Union. The medical consultant will provide a written report to the USWA, the Company and each Local Union annually. The report should compare the results from the examinations with previous results for each location, chain-wide results, overall PHSP results and a national reference population. The reference population will be approved by the Joint Committee. The report will include statistical evaluations of the examination results.

The medical consultant will attend the annual USWA joint health and safety symposium, with the expenses for this trip being paid from the Health and Safety Account. For this meeting the medical consultant will prepare and present a report which evaluates and summarizes the results of the data provided from the PHSP provider, exclusively for the BFG participants. During this session the consultant will be available to meet with Union and/or Company representatives upon request.

- (c) The Union and the Company shall encourage participation in the programs which will be made available on a voluntary basis. Screening tests and completing questionnaires will be performed off shift on the employee's personal time.
- (d) The first series of screening tests and the filling out of the questionnaire will be offered to all covered employees. The cost of which will be limited to the amount of money available in the USWA/BFG Health and Safety Program. Testing may be repeated annually if necessary depending on the availability of funds. Continued surveillance may be limited to those whose age or medical history indicates a need.

## **Appendix "C" Health, Safety and Education Program**

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6. 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.
7. The Company retains the sole discretion to determine what action, if any, it should take regarding recommendations, and/or findings, of the Joint 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.
8. 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.
9. All necessary expenses incurred in the implementation of these Programs, not to exceed the equivalent of five cents (\$.05) per hour for each hour worked by the employees covered hereby, shall be borne by the Company. However, the salaries and expenses incurred by the Company and Union personnel under any of the provisions of this Memorandum of Agreement shall be paid by the Company and Union respectively.

It is the intent of the parties to utilize the monies of the Health and Safety Account to establish programs to promote the health and safety of all employees, to increase the awareness of employees of any potential hazards in their work environment or off the job, and to educate employees on safety practices and procedures.

## **Appendix "C" Health, Safety and Education Program**

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10. The Company will maintain a separate account for each respective plant location covered by the program and a ledger detailing each expenditure. At three (3) month intervals, the Company shall furnish the International Union and the respective Local Unions a written statement indicating the money available and current expenditures under the program, by plant location.

Account expenditures will be subject to the established approval process and will be used to finance agreed to safety programs after allowances are made for required expenditures.

The approval process shall include dissemination of all written requests to the Joint Committee.

11. This Agreement will become effective on the 12th day of June, 1997.

IN WITNESS WHEREOF, the parties hereto have signed on the date first above written.

### **THE UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**

By John Sellers  
Larry Jackson

#### **Local Union No. 715, Ft. Wayne, IN**

Eric Betts  
Terry D. Cunningham

#### **Local Union No. 753, Opelika, AL**

William Hart  
Paschal Prickett

#### **Local Union No. 351, Tuscaloosa, AL**

Jimmy Price  
Wayne Garner

### **BFGOODRICH TIRE MANUFACTURING**

By: D. D. Lowe  
M. M. King  
G. L. Spencer  
C. V. Jones

## Appendix "D"

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K. L. Bachmann  
G. A. Beard  
R. P. Kroczyński  
J. H. Danford  
M. Cowart  
M. R. Timm

### APPENDIX "D"

THIS MEMORANDUM OF AGREEMENT is made and entered into this 12th day of June, 1997, by and between the United Steel Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions No. 715, 351, and 753, hereinafter referred to as the "Union," and Uniroyal Goodrich Tire Manufacturing, hereinafter referred to as the "Company."

During the 1988 Uniform negotiations the Company and the Union recognized that alcoholism and drug dependency are treatable conditions. Dependence on alcohol and/or drugs is a major contributor to the deterioration of family life, impaired job performance, morale, disciplinary problems, industrial accidents, absenteeism, increasing crime rates and insurance costs. The combination of the aforementioned factors is recognized by the parties as having a destructive effect on plant efficiency and threatens the job security of employees.

The parties herewith agree to establish a Company-Union Alcoholism and Drug Abuse Awareness program which will be applied at each plant location. The objective of this joint effort is to increase awareness of this problem among employees within the respective plants and assist with rehabilitation of employees who become afflicted and request and desire such assistance.

Nothing in this joint program is to be interpreted as constituting any waiver of management's responsibility to maintain disciplinary procedures.

In witness whereof, the parties do hereby affix their signatures this 12th day of June, 1997.

THE UNITED STEEL WORKERS  
OF AMERICA, AFL-CIO-CLC

By John Sellers  
Kenneth R. Finley

Local Union No. 715, Ft. Wayne, IN  
Ray E. Wiseman  
Terry D. Cunningham

Local Union No. 753, Opelika, AL  
Harold Watts  
Paschal Prickett

Local Union No. 351, Tuscaloosa, AL  
K. F. Walters  
Robert Smith

UNIROYAL GOODRICH TIRE MANUFACTURING

R. N. Wilkerson  
S. E. Nail  
G. L. Spencer  
D. D. Lowe  
C. V. Jones  
K. L. Bachmann  
G. A. Beard  
R. P. Kroczyński  
J. E. Fivecoat  
C. S. Farmer  
J. H. Danford  
M. M. King  
M. R. Timm

**APPENDIX "E"**  
**Formerly Appendix "G",**  
**REISSUED November 19, 2000**

May 3, 1991

Mr. Patrick E. Glenn  
Assistant to the International President  
URWUniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America

## Appendix "E"

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87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

During the 1988 Uniform Agreement negotiations, the parties agreed that the following Memorandum of Agreement, originally executed in 1982, will apply to the Uniroyal Goodrich Fort Wayne, IN (URW Local #715) and Tuscaloosa, AL (URW Local #351) plants.

### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this 21st day of April, 1985, by and between the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions No. 5, 715, 318, 281, and 351, hereinafter referred to as the "Union," and The BFGoodrich Company, hereinafter referred to as the "Company."

During the 1985 Uniform Agreement Negotiations, the Company and Union agreed that it is in their mutual best interest to build on the progress that was made in the 1979 Memorandum of Agreement on Productivity. It sets forth the principle that the ongoing prosperity of the BFGoodrich Company is mutually beneficial to both parties. The purpose of this Memorandum is to enhance the cooperative and constructive relationship between the parties and through it achieve our mutual objectives: 1) greater efficiency/productivity; 2) improved competitive position of the Company's products in the marketplace; and, 3) greater employee and company security.

This Memorandum provides for: 1) continued vitality in the current incentive system; 2) joint efforts to create new wage payment programs; 3) expansion of employee communication/training activities; and, 4) establishing the mechanism by which both parties can assure that the intent of this Memorandum is achieved.

In keeping with the foregoing:

1. The parties agree that the incentive system provided for under the Collective Bargaining Agreement is a living tool that plays a vital role in plant productivity and employee compensation. As such, it is regularly challenged by problems which include: changed work procedures, unused work elements, and elemental values that no longer reflect current work situations. The parties confirm that in the interest of insuring the continued vitality of the incentive system they will work to remove these problem areas as provided for under the terms of Article XVII, Section 1, e., of the Collective Bargaining Agreement.
2. The parties agree that new/revised wage payment programs can provide unique opportunities in the realization of our mutual objectives. In recognition of this the parties confirm that provisions exist within the Collective Bargaining Agreement under Article XVII, Section 1, e., which permit the parties to pursue and establish new/revised methods of wage payment through mutual effort and agreement at the local plant level.

In addition, the parties at the Akron, Ohio (Local #5), Fort Wayne, Indiana (Local #715), Miami, Oklahoma (Local #318), Oaks, Pennsylvania (Local #281), and Tuscaloosa, Alabama (Local #351) plants retain the prerogative of pursuing such programs at a time which is suitable to their needs and objectives.

3. The parties recognize that the activities described herein require a high degree of cooperation and understanding on the part of our employees. Inherent to this is a well informed and supportive work force working in an environment that encourages the participation and contribution of each of our employees. To this end, the parties pledge themselves to sharing the responsibility of ensuring that such an environment is maintained and that every effort is made to promote the open and timely exchange of information.

Therefore, mutually agreeable programs will be

## Appendix "E"

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established to:

- A. Instruct plant supervision, industrial engineering personnel and local union leadership in the application and administration of this Memorandum.
  - B. Implement a communications plan for those employees involved for the purpose of obtaining their input, understanding and support of pending changes.
4. The parties will ensure the implementation of this Memorandum through the following administrative guidance and control:
- A. At each plant location, a team comprised of the Local Union President, Union Industrial Engineering Representative, Plant Manager, Employee Relations Manager, and Industrial Engineering Manager will have the primary responsibility to accomplish the productivity improvements intended by this Memorandum. Further, these improvements must be accomplished at a steady evolutionary pace as contrasted to a revolutionary pace.
  - B. A Steering Committee will have the primary responsibility to guide and counsel the plant teams in accomplishing the objectives of this Memorandum. This committee will be comprised of the International Union Coordinator, International Union Industrial Engineer, and a representative from: Corporate Labor Relations, Group Manufacturing Management, and Group Employee Relations. The committee will be available upon request by either the Local Union President or the Employee Relations Manager of a team and will review local plant results at least every six (6) months.

In summary, this Agreement is intended to compliment the Memorandum of Agreement on Productivity dated

July 2, 1979. While there are not illusions that these efforts will insure prosperity, the parties conclude that the spirit of cooperation represented herein and the dedication to continued improvement, are foundations upon which enduring success can be achieved.

In witness whereof, the parties do hereby affix their signatures this 21st day of April, 1985.

Very truly yours,

THE UNIROYAL GOODRICH TIRE CO.

T. W. Clark

Vice President, Human Resources

**APPENDIX "F"**

**REISSUED June 12, 1997**

May 3, 1991

Mr. Patrick E. Glenn

Assistant to the International President

URW-Uniroyal Goodrich Coordinator

United Rubber, Cork, Linoleum

and Plastic Workers of America

87 South High Street

Akron, OH 44308

Dear Mr. Glenn:

During the 1988 Uniform Agreement negotiations, the parties agreed that the following Memorandum of Agreement, originally executed in 1979, will apply to the Uniroyal Goodrich Fort Wayne, IN (URW Local #715) and Tuscaloosa, AL (URW Local #351) plants.

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT is made and entered into this 21st day of April, 1985, by and between the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions No. 5, 715, 318, 281 and 351, hereinafter referred to as the "Union," and The

## Appendix "F"

BFGoodrich Company, hereinafter referred to as the "Company."

During the 1985 Uniform Agreement negotiations the Company and Union agreed that it is in their mutual best interests to develop a procedure to enable the Company to take advantage of business opportunities, maximize productivity capabilities, maximize operating effectiveness and strengthen the plants' operations consistent with the welfare and job security of the employees.

This Memorandum of Agreement provides authorization to the parties in each plant to enter into discussions for the purpose of jointly developing, approving, and implementing programs to meet the objectives set forth above. The approval and implementation of any change shall be accomplished in each case through a Memorandum of Agreement between the local plant parties. The approval of the Memorandum shall be made by the majority of the bargaining unit members in the department, departments, or operations within a department(s) which are directly involved.

Fundamental to this joint effort is the concept that the ongoing prosperity of The BFGoodrich Company is mutually beneficial to both parties. This Memorandum of Agreement will serve as an instrument in achieving the common objectives of the Company and the Union as well as to provide the foundation for a continuing cooperative and constructive relationship between the parties.

In witness whereof, the parties do hereby affix their signatures this 21st day of April, 1985.

Very truly yours,

THE UNIROYAL GOODRICH TIRE COMPANY

T. W. Clark

Vice President, Human Resources

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**LETTER #1**

**REISSUED November 19, 2000**

May 4, 1994

Mr. J. Michael Stanley  
URW International Vice President  
and UGTC Coordinator  
United Rubber, Cork, Linoleum and  
Plastic Workers of America  
570 White Pond Drive  
Akron, Ohio 44320

Dear Mr. Stanley:

During the 1994 Company-wide negotiations, the parties reached the following understanding on the application and administration of labor standards developed in compliance with the local memorandums:

1. It is the Company's intent to attain optimum productivity in the plants via the implementation of fair labor standards.
2. It is not the Company's intent to reduce employees' earnings through implementation of unattainable labor standards.
3. The parties are in agreement with the concept of "a fair day's work for a fair day's pay".

Sincerely,

---

Richard N. Wilkerson  
Vice President, Labor Relations  
Uniroyal Goodrich Tire Company

Agreed:

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J. Michael Stanley

## Letter #2

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### LETTER #2

**REISSUED November 19, 2000**

May 3, 1991

Mr. Patrick E. Glenn  
Assistant to the International President  
URW-Uniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

This is to confirm the commitment made to you during the negotiation of the Agreement of April 28, 1988 that the Company, during the time of such agreement, will continue the present practices of using bargaining unit employees in the taking of accounting inventories.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark  
Vice President, Human Resources

### LETTER #3

**REISSUED November 19, 2000**

#### **1997 UGTM - USWA Letter of Understanding**

During the 1997 Uniform Agreement negotiations, the parties engaged in considerable discussion concerning labor-management relationships within Uniroyal Goodrich Tire Manufacturing operations. The purpose of these discussions was to foster recognition of the mutual value to be realized from a constructive relationship between the parties, and to establish direction to accomplish that objective.

As a foundation, the parties resolved that certain fundamental principles are inherent to the meaning of a constructive labor-management relationship:

- A commitment by everyone involved to observe and

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comply with the terms, conditions, spirit, and intent of the Collective Bargaining Agreement(s) between the parties.

- Acknowledgment of the Union's obligation to represent their membership, and the need for pertinent information to fulfill that responsibility.
- Professionalism on the part of management and Union leadership.
- Integrity, credibility, and mutual respect ... earned confidence and trust.

It was concluded that a constructive labor-management relationship is a critical factor. Furthermore, the parties agreed that the existence of a constructive relationship is dependent on joint commitment, planned initiatives, and conscious effort by the members of management and Union leadership who are involved.

In concurrence with the foregoing, the parties hereby commit to adopting the following actions, with the intention of cultivating constructive labor-management relations within Uniroyal Goodrich Tire Manufacturing operations:

- A sincere attempt to resolve all grievances in a fair and reasonable fashion at the earliest possible step of the grievance procedure.
- During the last quarter of each year, local management will meet with local union officers, divisional chairmen, and bargaining committee members to preview the Business Plan for the upcoming year. Thereafter, progress on the Plan will be reviewed with this group on a quarterly basis.
- A joint commitment by members of management and union leadership to engage in advance discussions for the purpose of exchanging viewpoints prior to implementing change.
- Semi-annual Company-wide business performance updates for attendees at Company-Union Interim Meeting sessions.

## Letter #3 & #4

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- Jointly developed training in problem solving and grievance handling for line management and Union representatives at each plant location.

In keeping with the understanding and commitments set forth herein, it is also agreed that a segment of each semi-annual Interim Meeting will be dedicated to a progress review of the above listed action initiative programs and their effect on constructive labor-management relationships.

THE UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC      UNIROYALGOODRICH TIRE MANUFACTURING

J. Sellers

K. R. Finley

R. E. Wiseman

T. D. Cunningham

H. Watts

P. Prickett

K. F. Walters

R. Smith

R. N. Wilkerson

S. E. Nail

G. L. Spencer

D. D. Lowe

C. V. Jones

K. L. Bachmann

G. A. Beard

R. P. Kroczyński

J. E. Fivecoat

J. H. Danford

M. M. King

M. R. Timm

## LETTER #4

REVISED AND REISSUED August 20, 2004

May 3, 1991

Mr. Patrick E. Glenn

Assistant to the International President

URW-Uniroyal Goodrich Coordinator

United Rubber, Cork, Linoleum

and Plastic Workers of America

87 South High Street

Akron, OH 44308

Dear Mr. Glenn:

This letter will confirm the understanding between the Company and the Union regarding the method of computing time and one-half, double time, and triple time payments under the Uniform Agreement of April 28, 1988.

During the local supplementary negotiations the Company and the Union in each of the plants will negotiate as to whether the computation of time and one-half, double time and triple time payments for such plants shall be based on:

1. The ASTHE for the work week for which such time and one-half, double time or triple time payments are made.

OR

2. The ASTHE during the work day for which such time and one-half, double time or triple time payments are made.

The agreed-upon method of computation shall become effective with the beginning of the work week following the week in which the local supplementary agreement is signed, and shall continue in effect thereafter.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark

Vice President, Human Resources

**LETTER #5**

**REISSUED November 19, 2000**

May 4, 1994

Mr. J. Michael Stanley

URW International Vice President

and UGTC Coordinator

United Rubber, Cork, Linoleum and

Plastic Workers of America

570 White Pond Drive

Akron, Ohio 44320

Dear Mr. Stanley:

During the 1994 Uniform Agreement negotiations, the parties reached an understanding concerning the mutual need for Divisional Chairmen to work a fixed shift sched-

## Letter #5 & #6

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ule, rather than normal rotating shifts.

The language changes made in Article VII, in reference to the more timely handling of grievances, warrants that the Divisional Chairmen must be readily available to conduct problem investigations to reduce written grievances and to avoid unnecessary delays in the grievance procedure.

It will be a matter of local negotiations to implement job groupings for Divisional Chairmen to insure compliance with the seniority provisions of the local plant agreements.

Sincerely,

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Richard N. Wilkerson  
Vice President, Labor Relations  
Uniroyal Goodrich Tire Company

Agreed:

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J. Michael Stanley

## LETTER #6

**REISSUED November 19, 2000**

May 3, 1991

### MEMORANDUM ON HANDLING OF ATTENDANCE PROBLEMS RESULTING FROM LEGITIMATE ILLNESS OR INJURY

It is recognized by the Company and the Union that regular attendance by employees is expected. Concurrently, it is recognized that an employee may absent himself from work because of legitimate illness or injury.

The parties agree that the handling of cases of irregular attendance which are caused by legitimate illness or injury will be based upon the following principle:

The recognition that irregular attendance which results from legitimate illness or injury that is beyond the employee's ability to control is not subject to disciplinary procedures.

Whenever an employee is unable to maintain regular attendance because of an excessive number of reported illness or injury absences, the Company:

- (a) Will review the employee's record with the Local Union President, or his representative, in an effort to effect a practical and appropriate disposition of the problem based on its individual merit.
- (b) May request the employee by letter to submit medical evidence from his physician as to the nature and duration of the disability. A copy of the letter requesting such evidence will be sent to the Local Union President.
- (c) May refer the employee to the Company's Medical Department for appropriate examination and, if necessary, to an independent physician in order to resolve any dispute as to the employee's condition.

If it is determined on the basis of the medical evidence that an employee is unable, because of a permanent disability, to effect a restoration of his health to a level that will permit his maintaining regular attendance, he will be counseled regarding the benefits for which he is eligible under the Pension and Insurance Agreement.

In the event the parties are unable to agree as to the proper disposition of the problem, any action taken by the Company may be protested in the grievance procedure at the step next preceding arbitration.

For the Union

For the Company

**LETTER #7**

**REISSUED November 19, 2000**

May 3, 1991

Mr. Patrick E. Glenn

Assistant to the International President

URW-Uniroyal Goodrich Coordinator

United Rubber, Cork, Linoleum

## Letters #7

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and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

During the 1988 negotiations, the parties reviewed and agreed to retain the following Memorandum of Agreement, as it applies to the Fort Wayne and Tuscaloosa plants.

### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into this 15th day of July, 1967 by and between The B.F. Goodrich Company, hereinafter referred to as the "Company," and the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions No. 5, 194, 715, 43, 241, 318, 281, 434 and 351, hereinafter referred to as the "Union":

WHEREAS, during the negotiation of the Uniform Agreement of July 15, 1967 the parties engaged in extensive discussion concerning the handling of problems prior to and after they become grievances,

WHEREAS, it was mutually recognized that a substantial improvement in the handling of problems and grievances was desired by both the Company and the Union,

NOW, THEREFORE, it has been agreed that as soon as practicable following conclusion of Uniform Agreement negotiations, the parties will meet with their respective representatives and take appropriate actions to accomplish the objectives of:

1. Avoiding problems whenever possible, and
2. Making a sincere attempt to settle problems and grievances at the earliest stage practicable, and
3. Utilizing the arbitration procedure when sincere attempts to resolve a grievance fail.

It is further agreed that the existent arbitration and griev-

ance backlog will be reviewed at the local plant level with the objective of reanalyzing all pertinent facts and disposing of such grievances on an equitable basis.

It is further agreed that if, during the term of the 1967 Uniform Agreement, either the Company or a Local Union is of the opinion that the grievance procedure at a plant is not functioning in a proper manner, a representative(s) of the International Union and a Corporate and/or Divisional representative(s) from the Company will meet at such plant to discuss methods of correcting such malfunction. Also, upon request of either the Union or the Company, representatives of the Union and the Company and the permanent impartial umpire will meet, review and discuss grievances which have been listed to arbitration at any plant.

IN WITNESS WHEREOF, the parties hereto have signed on the date first above written.

FOR THE UNION FOR THE COMPANY

/s/ Jack Moye      /s/ D. D. Reichow

/s/ Curtis Treen

Very truly yours,

THE UNIROYAL GOODRICH TIRE COMPANY

T. W. Clark

Vice President, Human Resources

**LETTER #8**

**REISSUED November 19, 2000**

May 3, 1991

Mr. Patrick E. Glenn

Assistant to the International President

URW-Uniroyal Goodrich Coordinator

United Rubber, Cork, Linoleum

and Plastic Workers of America

87 South High Street

Akron, OH 44308

Dear Mr. Glenn:

## Letters #8

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During the 1988 Uniform Agreement negotiations, the parties reached understanding concerning layoff of a senior employee. This understanding is as follows:

The parties agree in principle to permitting optional layoff of a senior employee, wherever such would not impair the efficiency of the department, during a personnel reduction which would otherwise result in layoff from the same department of an employee with seniority. Detailed procedures are to be subject to negotiation at the local plant level during negotiation of the local plant supplemental agreements; such procedures to provide for reducing the number of transfers from one job classification to another because of displacements or the filling of vacancies resulting from layoffs.

It is understood that an employee laid off as provided herein will be recalled in accordance with the recall provisions of the local plant supplemental agreement.

Such optional layoffs of senior employees will be deemed to be in conformance with Article I, Section 1(b)(6) of the Supplemental Unemployment Benefits Agreement.

Furthermore, in the event a plant closure notice is issued, the local parties at the plant involved may, as part of negotiating the phasedown process, adopt an optional layoff procedure which will provide preferential hiring application opportunity to senior people first.

Notwithstanding the above, the parties may agree to continue present seniority provisions regarding layoffs in the local plant supplementary agreements under the conditions set forth in such provisions.

Very truly yours,

THE UNIROYAL GOODRICH TIRE COMPANY

T. W. Clark

Vice President, Human Resources

**LETTER #9**

**REISSUED November 19, 2000**

June 12, 1997

Mr. Kenneth R. Finley  
USWA-UGTM Coordinator, R/PIC  
United Steelworkers of America  
570 White Pond Drive  
Akron, OH 44320-1156

Dear Mr. Finley:

This letter is to confirm our understanding during the 1997 Master Contract negotiations in regards to rotating shifts.

The Company and Union agree that annually, on a local basis, alternative rotation schedules to include shift patterns, rotation frequency and hours of work per crew can be explored by the Union. In the event that a potential rotation schedule meets the parameters described herein, the Union shall be permitted to designate that such schedule be implemented. Furthermore, the parties shall mutually agree on the timing and method of such implementation.

Rotation schedules must:

- Maintain principles of rotating shifts
- Be cost neutral compared to the plant's current rotation schedule
- Include opportunity for greater than or equal to 344 days of operation
- Four (4) rotating crews/providing the equivalent of 20 and/or 21 shifts
- Rotation periods not to exceed 16 weeks
- Shift duration must not be less than 8 hours nor more than 12 hours

Sincerely,

Uniroyal Goodrich Tire Manufacturing

Richard N. Wilkerson

Vice President of Employee and Labor Relations

**Letter #10 & #11**

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**LETTER #10**

**REISSUED November 19, 2000**

May 3, 1991

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT entered into this 28th day of April, 1988, by and between The Uniroyal Goodrich Tire Company, hereinafter referred to as the "Company," and the International Union of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, and its respective Local Unions - namely, Locals No. 19, 351, 715, 753, hereinafter referred to as the "Union":

The parties hereby agree as follows:

The parties to Local Supplementary negotiations at the Fort Wayne and Tuscaloosa plant may negotiate on the matter of requiring those employees not otherwise scheduled to work, to take the period of plant shutdowns under Article XV, Section 2d of the Uniform Agreement as a period of vacation.

FOR THE UNION: FOR THE COMPANY:

P. E. Glenn

T. W. Clark

**LETTER #11**

**REISSUED November 19, 2000**

May 3, 1991

Mr. Patrick E. Glenn  
Assistant to the International President  
URW-Uniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

This will confirm the Company's commitment that the special rate payment provisions of Article X, Section 2a and b referred to in Article XVII, Sections 1(d)(1) and (2) will only be used as references and not as the determining factors of whether the standards are new and/or revised.

Very truly yours,  
THE UNIROYAL GOODRICH TIRE COMPANY

T. W. Clark  
Vice President, Human Resources

**LETTER #12**

**REVISED AND REISSUED**

August 20, 2004

Mr. John Sellers, Executive Vice President, R/PIC

Mr. Larry Jackson, BFG Coordinator

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Messrs. Sellers and Jackson,

During the 2003 Uniform Agreement negotiations, the topic of development of a contemporary maintenance apprenticeship/internship program to replace the Apprenticeship Standards (Appendix E of the 2000 Uniform Agreement) was discussed. It was agreed this new program would be available to both existing production employees and newly hired employees. By design, this streamlined approach will support the current maintenance progression and multi-skilled program through improved skill and improved progression. Additionally, the program provides an additional approach to recruiting maintenance employees.

The understanding reached during the negotiations is to convene a steering committee to develop the specifications for the new program. Membership on the steering committee will include; BFG-USWA Coordinator and his designees, USWA Local Union Presidents or their designees and BFG Director of Labor Relations and his

## Letter #12 & #13

designees. A task force, consisting of Union and Company representatives, would subsequently be commissioned to develop the details of the program. The target for the task force to present the program details to the steering committee is January 2005.

Respectfully,

M. Mark King  
Director of Labor Relations  
BFGoodrich Tire Manufacturing

## LETTER #13

### NEW LETTER

August 20, 2004

Mr. John Sellers, Executive Vice President, R/PIC

Mr. Larry Jackson, BFG Coordinator

USWA-BFG Coordinator, R/PIC

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Messers. Sellers and Jackson,

During the course of 2003 Master Negotiations, the parties had considerable discussion on the topic of civil rights and diversity. As a result of these discussions, the parties agree to the following:

1. The Company and Union agree to meet once during the term of this Agreement to convene a summit on the general topics of diversity and civil rights.
2. The purpose of this summit will be to gain insight into current issues relating to diversity and civil rights, to raise awareness of these issues at all levels of the Union and the Company, and to foster better

- understanding and sensitivity to these issues in daily operations.
3. This meeting shall consist of not more than nine members from the Union and not more than nine members from the Company.
  4. The Union participants will include the USWA-BFG Coordinator, the local Union Presidents, and one member of each local union selected by the local Union Presidents.
  5. The Company participants will include the Vice President of Labor and Employee Relations, the Director of Labor Relations, the Affirmative Action Coordinator, the plant Personnel Managers, and Labor Relations Managers.
  6. Attendees will receive appropriate training on the topics of diversity and civil rights. Both Union and Company resources may be utilized to accomplish this purpose.
  7. This summit will discuss relevant diversity and civil rights issues, review current EEOC information, review the Company's Diversity Program and organizational structure, and will entertain open discussion on appropriate related topics.
  8. The logistics of this meeting will be arranged at a mutually agreeable time and location. The USWA Coordinator and the Director of Labor Relations will coordinate for the parties.

Sincerely,

M. Mark King

Director of Labor Relations

BFGoodrich Tire Manufacturing

**LETTER #14**

**REISSUED NOVEMBER 19, 2000**

June 12, 1997

Mr. Ken Finley  
USWA Coordinator, R/PIC  
United Steelworkers of America  
570 White Pond Drive  
Akron, OH 44320-1156

Dear Mr. Finley:

Re: Article XVII

During the 1997 Uniform Agreement negotiations, the implementation of new standards and the communication between the plant industrial engineering groups and the local union time study representatives were discussed at great length. As a result of those discussions, it is agreed we take the following actions:

- A monthly communication meeting between the plant industrial engineering group and the local union time study representative will be established at each facility to review current activities and issues along with upcoming industrial engineering initiatives.
- The Company understands the Union's concern related to overstudy and commits to not overstudy workposts. Concerns regarding overstudy should be addressed via the monthly communication meeting.
- The Company will arrange and pay for a training session on the UGTM fatigue factor calculations. The training session will be for the three Union time study representatives, Local Union President or their designee, and the three plant labor relations managers.

It is the Company's intention to work with the Union to fully communicate changes which impact labor standards associated with component products, tire design, work

methods, equipment, and processes.

Sincerely,

Uniroyal Goodrich Tire Manufacturing

Richard N. Wilkerson

Vice President of Employee and Labor Relations

**LETTER #15**

**REISSUED November 19, 2000**

May 3, 1991

**LETTER #32**

URW Policy Committee Members

United Rubber, Cork, Linoleum

and Plastic Workers of America

Dear URW Policy Committee Members:

This is to confirm the agreement reached by the parties during the current Uniform Agreement negotiations to grant a 1991 inequity increase pool at each local plant, equivalent to three cents (\$.03) times the following annual manhours worked figures:

Plant	Hours Worked
Eau Claire	2,165,922
Ft. Wayne	2,865,520
Opelika	2,508,800
Tuscaloosa	4,019,960

The distribution of the proceeds from the inequity pool provided for herein will not exceed the three cent (\$.03) formula and will be subject to mutual agreement by the parties at the local plant level as part of the 1991 local Supplemental Agreement negotiations.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark

Vice President, Human Resources

**Letter #16**

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**LETTER #16**

**REISSUED November 19, 2000**

May 3, 1991

LETTER #23

Mr. Patrick E. Glenn  
Assistant to the International President  
URW-Uniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

A principal objective of the parties during the 1988 Uniform Agreement negotiations was to bring together the provisions of the Agreements applying to the respective URW/Uniroyal Goodrich bargaining units involved which represented former Uniroyal, Inc. and former BFGoodrich tire operations.

During the conduct of said negotiations, the parties agreed that during the life of the new Agreement, they would not nullify any contractual provision or right which existed as part of the predecessor Agreements which may have been inadvertently omitted from the new Agreement.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark

Vice President, Human Resources

**LETTER #17**

**REISSUED NOVEMBER 19, 2000**

May 3, 1991

**LETTER #24**

URW Policy Committee Members  
United Rubber, Cork, Linoleum and  
Plastic Workers of America  
Subject: Printing of Union/Company Agreements

Dear URW Policy Committee Members:

It is understood that the parties will investigate and engage the most cost effective, quality, and mutually acceptable approach to printing the finished Uniform and Supplemental Agreement booklets.

The local parties will be furnished finished contract booklets with "hard" covers in a quantity sufficient to supply Union officers, committeemen, and departmental managers.

Very truly yours,  
THE UNIROYAL GOODRICH TIRE COMPANY

T. W. Clark  
Vice President, Human Resources

**LETTER #18**

**REISSUED NOVEMBER 19, 2000**

May 3, 1991

**LETTER #25**

Mr. Patrick E. Glenn  
Assistant to the International President  
URW-Uniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

The wage progression schedule applicable to new

## **Letter #18 & #19**

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employees hired as experienced craftsmen at the Fort Wayne, Tuscaloosa, and Opelika plants may be a proper subject for negotiation during the negotiation of the Local Supplemental Agreements.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark

Vice President, Human Resources

## **LETTER #19**

**REISSUED November 19, 2000**

May 3, 1991

## **LETTER #26**

Mr. Patrick E. Glenn

Assistant to the International President

URW-Uniroyal Goodrich Coordinator

United Rubber, Cork, Linoleum

and Plastic Workers of America

87 South High Street

Akron, OH 44308

Dear Mr. Glenn:

We have discussed the effect of deleting all references to Local Union No. 11 for the Chicopee Falls, MA plant; Local Union No. 19 for the Eau Claire, WI plant; Local Union No. 43 for the Los Angeles, CA plant; Local Union No. 44 for the Los Angeles, CA plant; Local Union No. 101 for the Detroit, MI plant; Local Union No. 110 for the Indianapolis, IN plant; Local Union No. 281 for the Oaks, PA plant; and Local Union No. 318 for the Miami, OK plant from the preamble of all agreements between the Company and the Union, and canceling all memoranda as far as their application to those plants is concerned. It was your concern that this would have the effect of canceling benefits, including preferential hiring rights, now applicable to former employees of those plants.

We agree that those benefits, including preferential hiring rights, presently vested in those former employees will not be canceled by the aforementioned action, and they will be entitled to those same benefits and for the same duration of those benefits. No wage increase granted to employees of the plants covered by the Uniform Agreement will affect the amount of said benefits.

We will work with the Union concerning any problems relating to these benefits.

Very truly yours,  
**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark  
Vice President, Human Resources

**LETTER #20**

**REISSUED November 19, 2000**

May 3, 1991

**LETTER #27**

Mr. Patrick E. Glenn  
Assistant to the International President  
URW-Uniroyal Goodrich Coordinator  
United Rubber, Cork, Linoleum  
and Plastic Workers of America  
87 South High Street  
Akron, OH 44308

Dear Mr. Glenn:

This will confirm the Company's commitment with regard to Article II, Section 1 b. of the Uniform Agreement. Nothing therein shall alter or modify the respective Office Workers' Agreements between the Company and Local Union No. 351 at the Tuscaloosa, AL plant.

Very truly yours,  
**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark  
Vice President, Industrial Rels.

**Letter #21 & #22**

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**LETTER #21**

**REISSUED November 19, 2000**

May 3, 1991

**LETTER #28**

URW Policy Committee Members  
United Rubber, Cork, Linoleum  
and Plastic Workers of America

Dear URW Policy Committee Members:

This Agreement represents a fulfillment of the obligation to bargain, and a settlement of all issues, on wages, joint occupational health and safety programs, insurance benefits, and retirement benefits as are otherwise set forth in the Uniform Collective Bargaining; Pension, Savings and Insurance (Employee Benefits); and Supplemental Unemployment Benefits Agreements (including supplements thereto) between the parties which are due to expire on April 24, 1994. It is also agreed that said wages and benefits shall continue without change, except as provided for herein, for the duration of this Agreement.

Very truly yours,

**THE UNIROYAL GOODRICH TIRE COMPANY**

T. W. Clark

Vice President, Human Resources

**LETTER #22**

**NEW LETTER**

August 20, 2004

Mr. Wayne Fraser, Director

USWA District 6

200 Ronson Drive

Suite 300

Etobicoke, Ontario

Canada M9W 5Z9

Mr. Larry Jackson

United Steelworkers of America  
Five Gateway Center  
Pittsburgh, PA 15222

Re: Security

Dear Messrs. Fraser and Jackson:

The purpose of this letter is to confirm specified commitments that are made by the Company concerning the business and employment security of the BFGoodrich Tire Manufacturing plants covered by the 2004 Agreements.

I. Plant and Product Protection

A. Protected Facilities

The Company agrees that the Tuscaloosa, Fort Wayne, Opelika and

Kitchener manufacturing facilities shall be designated as Protected Facilities for purposes of the 2004 Agreements and that commitments outlined in this letter shall apply to these Protected Facilities.

B. No Plant Closure

The Company agrees that no plant closure will occur at the Tuscaloosa, Fort Wayne, Opelika or Kitchener facilities during the life of the 2004 Agreements.

C. Minimum Staffing Level

The Company agrees that the Tuscaloosa, Fort Wayne, Opelika and Kitchener facilities shall maintain a minimum of 90% of the regular full time bargaining unit enrollment as of May 1, 2004, net of implementation of productivity improvements contained in the 2004 agreements. No reduction from current staffing levels shall occur except by normal attrition. Existing practices concerning inventory adjustments will continue.

D. Skilled Craft Security

The Company commits to maximize the skilled

craft work by bargaining unit employees, thus ensuring no loss of employment for any technical maintenance employee due to the use of contractors. To ensure this commitment, the Company agrees to maintain a staffing level of 95% of the total technical maintenance workforce at each location as of May 1, 2004.

E. Product Development/Capital Spending

The Company agrees that it intends to re-position the Tuscaloosa, Fort Wayne, Opelika, and Kitchener facilities to materially increase their production of higher-margin, larger, branded tires and that over the life of the 2004 Agreements it will make capital expenditures and take other necessary steps to materially increase the flexibility to manufacture these tires at the Tuscaloosa, Fort Wayne, Opelika and Kitchener facilities.

The minimum level of capital expenditures over the life of the Agreements shall be \$150 million, with the understanding that the actual amount of capital expenditures required to accomplish the commitment outlined above could meaningfully exceed this minimum level. The precise allocation of such spending between the Facilities and during each calendar year of the Agreements shall be determined solely by the Company, provided that each facility will be apportioned investment share sufficient to achieve the objectives stated in this Agreement. A material portion of the spending shall take place in each calendar year covered by the Agreements.

F. Ticket Protection

The Company agrees that the Tuscaloosa, Fort Wayne, Opelika and Kitchener facilities will continue to produce at least 90% of their ticket or tonnage as of May 1, 2004, during the life of the 2004 Agreements.

G. Duration

The commitments set forth in this letter shall

remain in effect for the life

of the 2004 Agreements, unless compliance in part or in whole becomes no longer feasible due to an Act of God. Otherwise, these provisions shall remain applicable regardless of any reported business loss by the Company or any division or subsidiary or plant thereof.

H. Information

The Company shall, on a semi-annual basis at the interim meetings between the parties, 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.

2. For purposes of this letter, "the Company" refers to "BFGoodrich Tire Manufacturing, a division of Michelin North America, Inc." and/or "BFGoodrich Tire Manufacturing, a division of Michelin North America (Canada) Inc."

Respectfully,

BFGOODRICH TIRE MANUFACTURING

D. D. Lowe

VP Labor & Employee Relations

**LETTER #23**

**NEW**

August 20, 2004

Mr. Larry Jackson

USWA-BFG Coordinator

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Mr. Jackson:

During the 2003 USWA / BFG Uniform Agreement negoti-

## Letter #23

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ations, the parties held comprehensive discussions concerning the new common wage payment incentive plan at the three plants in Ft. Wayne, IN, Opelika, AL and Tuscaloosa AL which are covered under the Uniform Collective Bargaining Agreement. Those discussions resulted in the following conclusions:

1. Each plant will establish a Local Pay Plan Steering Committee consisting of the Labor Relations Manager, Industrial Engineering Manager, Local Union President, and Local Timestudy Representative. The committee will meet as required to address issues regarding the common wage incentive pay plan. The Union/Company Oversight Committee formed in the 2000 Negotiations will convene once per year during the life of this agreement to review implementations, pilots, and discuss future applications.
2. The existing guidelines and restrictions concerning the Common Wage Incentive Pay plan currently detailed in the Memorandum dated 28 APR 2002 have been incorporated into Article X of this agreement. The original memorandum as well as the local agreements and practices concerning the Common Wage Incentive Plan which currently exist in the plants will serve as the references should questions or concerns regarding the language incorporation arise.
3. The focus areas for the company regarding future pay plan implementations are tire building and bead room applications in all three locations. All future pilots will respect the original principals of:
  - Improved productivity and cost for the Company
  - Improved earnings for the majority of employees

All prospective applications in these areas will be reviewed thoroughly with the Local Pay Plan Steering Committee prior to initiation of a Phase II style pilot. Prior to any pilot, the average wages for employees currently in the classification will be

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measured and used as the benchmark to determine earnings changes for the employees during the pilot. This may be done either through examination of past payroll data or through a specific period prior to the pilot intended specifically to establish that benchmark. After a minimum 4 month period in the Phase II pilot, the results will be reviewed, appropriate adjustments made, and the pilot moved to the implementation phase.

Applications beyond bead room and tire building will be reviewed by the Union/Company Oversight Committee and subject to approval by the Director of Labor Relations prior to initiation of a pilot.

4. The current pilot pay plans existing in the RMS2000 and RMS3000 classifications in Tuscaloosa will end and transition to implementation effective with this agreement. These pay plans will respect all guidelines and restrictions currently utilized during the Phase II pilot period.
5. The current pilot pay plans existing in the TUO, M88R, RMS, and 2nd Step in Ft. Wayne will end and transition to implementation effective with this agreement. These pay plans will respect all guidelines and restrictions currently utilized during the Phase II pilot period.

The Dual Stage classification will transition to a Phase II pilot period utilizing the new common incentive pay plan as soon as practical, but not later than October 30, 2004. After a minimum 4 month period in the Phase II pilot, the results will be reviewed, appropriate adjustments made, and the pilot moved to the implementation phase.

6. The current pilot pay plan existing in the Apex classification in Opelika will transition to a Phase II pilot effective with this agreement. Guarantees will be phased out subject to local agreement following the basic guidelines used in Tuscaloosa and Ft. Wayne.

## **Letter #23 & #24**

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After a minimum 4 month period in the Phase II pilot, the results will be reviewed, appropriate adjustments made, and the pilot moved to the implementation phase.

As soon as practical and not later than 01 FEB 2005, a Phase II pilot will be initiated in tire building in Opelika. After a minimum 4 month period in the Phase II pilot, the results will be reviewed, appropriate adjustments made, and the pilot moved to the implementation phase.

7. Any future applications noted in #3, #4, #5, and #6 above which do not achieve the guidelines of improved productivity and cost for the Company and increased earnings by the majority of employees at the time of transition from pilot to implementation (and which cannot be resolved utilizing the local plant steering committee or the Oversight Committee) are proper subjects for the grievance and arbitration procedure.

Respectfully,

D. D. Lowe

VP of Labor and Employee Relations

BFGoodrich Tire Manufacturing

### **LETTER #24**

November 19, 2000

Mr. John Sellers, Executive Vice President, R/PIC

Mr. Mark Williams, UGTM Coordinator

USWA-UGTM Coordinator, R/PIC

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Messrs. Sellers and Williams,

During the course of 2000 Master Negotiations, the parties had considerable discussion in regards to religious accommodation. As a result of these discussions, the par-

ties agree to the following:

1. Full time ministers, who have their own church, must make application for an annual leave of absence for Sunday work. They will not be allowed to work their normal schedule on Sunday, thereby forfeiting both the straight time and overtime earnings opportunity during this time frame.
2. Those ministers, whose applications are approved, shall be required to take two weeks of their vacation pay in lieu of time off.
3. Those ministers, whose applications are approved, will not be allowed to shift trade on a manner that would increase the Company's obligation for week-end coverage. They will not be allowed to trade days from a weekday schedule to Sunday. The Company's obligation shall not exceed twenty-six (26) Sundays per calendar year.

Nothing in this agreement shall alter current local language.

Respectfully,  
D. D. Lowe

Director of Labor Relations  
Uniroyal Goodrich Tire Manufacturing

**LETTER #25**

**NEW**

August 20, 2004

Mr. John Sellers, Executive Vice President, R/PIC

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Re: Institute for Career Development

Dear Mr. Sellers:

1. Establishment

Effective October 1, 2004, the Union and the Company hereby establish the USWA/BFGoodrich 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.
- 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

The Institute will be financed by \$0.10 contribution for each hour of work by all bargaining unit employees. These funds shall be allocated to the program at each of the facilities covered by this Agreement on the basis of the number of hours worked at each such facility by bargaining unit employees.

The parties will also seek and use funds from federal,

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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 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 Institute, 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 Union 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 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 ICD funds.

(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

a. 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.

- b. Within sixty (60) days of the effective date, the parties will develop an expedited dispute resolution mechanism that resolves disputes within two (2) weeks.

Respectfully,

BFGoodrich Tire Manufacturing

D. D. Lowe

VP Labor & Employee Relations

**LETTER #26**

**NEW**

August 20, 2004

Mr. John Sellers, Executive Vice President, R/PIC

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Re: Public Policy Activities

Dear Mr. Sellers:

1. Effective January 1, 2005, the Company and the Union hereby agree to establish a jointly administered Public Policy Fund (PPF) pursuant to the following guidelines:
- a. The purpose of the PPF shall be:

- (1) To promote public policies of mutual interest to the Company and the Union on subjects such as health care expenses, legacy costs, and other public policy issues of similar importance to labor and management;
  - (2) To contribute to the Company's and the Union's efforts to maintain a constructive relationship;
  - (3) To assist the Company and the 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 and Employee 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 Employee and Labor Relations and the Vice President of the R/PIC will serve as co-chairpersons of the PPF governing committee
  - (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

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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 January 1, 2005, the PPF will be financed by \$.10 for each hour worked by all bargaining unit employees.
  - (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 the parties. The parties will continue to pursue other activities separately as appropriate.
- 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 USWA and by a Company representative selected by the participating companies.
- d. All activities conducted under the banner of the IWC shall be approved by the Governing Board.
- e. The parties will jointly recruit all tire and rubber companies and others to join the organization

## **Letter #26 & #27**

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under the terms described in this Section. 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.

Respectfully,

BFGOODRICH TIRE MANUFACTURING

D. D. Lowe

VP Labor & Employee Relations

## **LETTER #27**

**NEW**

August 20, 2004

Mr. Larry Jackson, BFG Coordinator

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Re: Student Support Unit

Dear Mr. Jackson:

During the 2003 USWA/BFG Uniform Agreement negotiations, the parties held comprehensive discussions concerning the use of a Student Support Unit at the Opelika, Tuscaloosa, and Fort Wayne plants which are covered under the Uniform Agreement. The parties acknowledged that it is their mutual objective to improve the overall success of the Company's business and the job security of its employees. The parties further recognized that it is necessary to improve the cost structure, productivity and flexibility within the BFGoodrich plants in order to improve the competitive position of the Company's products in the marketplace. In light of this understanding and as a result of these discussions, the parties agree to the following:

### Student Support Unit

- Mission:

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- To improve the cost structure, productivity and flexibility within the plant as well as improve the job security for all employees, a Student Support Unit will be utilized to provide a market rate for certain positions within each facility.
  - The Student Support Unit will not exceed more than the equivalent of ten percent (10%) of the plant's full time bargaining unit enrollment (CAP). The Student Support Unit is calculated in "equivalent employees" by dividing the total student hours worked in a week by 40.
  - This Student Support Unit program is independent and distinct from the student program as outlined in Article XXIX.
  - Eligibility:
    - Must be at least eighteen years of age
    - Must be pursuing a secondary education in a college, university, trade or vocational school. Students must confirm the continuation of their school attendance at annual intervals.
    - Preferential consideration will be given in the following sequence:
      - dependents of active bargaining unit employees
      - dependents of retired bargaining unit employees
      - family members of active bargaining unit employees
      - family members of retired bargaining unit employees
      - dependents of other active employees
      - dependents of other retired employees
      - family members of other active employees
      - family members of other retired employees
- Should excess applicants exist within any category above; a random selection process will be uti-

lized to fill available positions.

○ If available positions remain unfilled, additional applications from other actively enrolled students will be accepted, with priority screening given in the following sequence:

- family members of active and retired members of other USWA locals
- family members of active and retired members of other AFL-CIO unions
- other eligible students

Outside candidates will be screened according to the plant's normal hiring process.

○ All applicants must successfully complete a post-offer physical exam and a drug screen.

● Wage Rate Schedule:

○ Student Progression Schedule:

- first eighteen months - \$13 per hour
- nineteen to thirty-six months - \$14 per hour
- thirty-seven months and beyond - \$15 per hour

○ If student is utilized on an incentive job, they will be paid the incentive earnings (based on their hourly rate at 100%) or their hourly rate, whichever is higher.

○ Not subject to the provisions contained within Appendix B, except COLA

○ If the student is subsequently hired as a full time regular employee, their original hire date and time spent on rolls as a student will be used for calculating credited service and seniority.

● CBA Applies with the Exceptions of:

- Seniority for shift/job selection
- Flexible schedules coordinated with classroom and study requirements

- Job bidding
- Military makeup, jury duty, bereavement pay
- Vacation
- Pension and Insurance (except if otherwise eligible as a dependent)
- Supplemental Unemployment Benefits (SUB)
- Floating holidays
- Students in this Student Support Unit program who are dependents of active or retired employees are eligible for dependent health care coverage as outlined in Article 6 of the Pension and Insurance Agreement until age 27 and are permitted to be part time students.
- Students are subject to the same qualification standards as any full time regular employee.
- Students will not be used to displace current incumbents.
- Students will not be used as temporary supervisors.
- Placement
  - Job allocated and maintenance positions are specifically excluded from this program.
  - To ensure savings resulting from this program are realized, the plant will be organized into student groups to identify areas where students are utilized.
    - Student Group 1 - Classifications that ultimately will be performed primarily (or exclusively) by students; however, deployment of students in this group will depend on the rate of attrition in the current grandfathered population.
    - Student Group 2 - A broader group of classifications identified to facilitate the deployment of students to realize the savings awaiting Student Group 1 positions to become vacant.

- When openings occur within Student Group 1, the position will always be filled using the Student Support Unit either from an external hire or from a Student Group 2 position if the CAP has been reached.
- When openings occur in Student Group 2 jobs, the position will be filled using the Student Support Unit unless the CAP has been reached. Otherwise, all vacancies (other than within Student Group 1) will be filled with the normal placement procedures at the plant.
- The following identifies job classifications in Student Groups 1 and 2 by plant location. Modifications to these groups may be made by mutual agreement between the local Union and the Company.
- Tuscaloosa
  - Student Group 1
    - Classification
    - Service T (Warehouse)
    - Janitors
    - Receiving
    - Trim Vents
    - Tread Booker/Relief
    - Tire Room Trucking
    - Fill/Flip Beads
  - Student Group 2
    - Classification
    - Truck Inspect and Repair
    - Tractor Operators "ZED"
    - Cureman
    - Palletizer Tenders/Labeler
    - Fabric Cutter
- Opelika
  - Student Group 1
    - Classification

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Service T (Warehouse)

Sanitation

Receiving

Book Treads

Trim Tires

Spray Lubricators

○ Student Group 2

Classification

Tire Building Service

Curing Trucker

Triax

Tread Trucker

Green Paint Machine

R1 Repair

Calendar Trucker

Banbury 1st Floor Trucker

Banbury 2nd Floor Trucker

• Fort Wayne

○ Student Group 1

Classification

Book Treads

Clean Equipment - Mixing

Clean Equipment - Curing

Clean Equipment - TV

Paint and Sort Green Tires

Mixing Operator

Plant Cleaning

Sort Passenger - Recirc

Sort Light Truck

Trim Vents

○ Student Group 2

Classification

Operate Tractor - Curing

Operate Tractor - TV

Cure Tires

Build 2nd Step

## Letter #27

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- Student groups may be adjusted at any time on a local basis. Sufficient positions must be identified to accommodate the CAP.
- Other items:
  - For purposes of calculating Article 13b green card hours, total Student Support Unit work hours will be converted to "equivalent full time employees" by dividing those hours by forty (40).
  - Hours worked by Student Support Unit will be included in the calculation of hours for contributions to the Health and Safety Account, Supplemental Unemployment Benefits, Institute for Career Development, Public Policy Fund, etc.

Respectfully,

BFGoodrich Tire Manufacturing

D. D. Lowe

Vice President of Labor and Employee Relations

# 2004

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