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Title: **General Tire, Inc. and United Steelworkers of America (USWA) Local 665 (1999)**

K#: **1936**

Employer Name: **General Tire, Inc.**

Location: **KY Mayfield**

Union: **United Steelworkers of America (USWA)**

Local: **665**

SIC: **3011**

NAICS: **326211**

Sector: **P**

Number of Workers: **1100**

Effective Date: **10/02/99**

Expiration Date: **10/15/06**

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## Continental AG

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Books About Continental AG

### Overview

Continental AG doesn't mind being tired after a long day at work. The Hannover-based company is Germany's largest tire manufacturer. Continental makes tires for anything that rolls, including cars, agricultural, commercial, and industrial vehicles, and even bikes. The company's tire brands include Continental, Uniroyal, and General. Continental tires come standard on Porsche, Ford, DaimlerChrysler, and BMW vehicles. Through its ContiTech division, Continental makes transmissions, engine and suspension mounts, and vehicle interiors. Its Continental Teves unit makes brake and suspension systems.

By purchasing Teves from ITT, Continental has transformed itself from a tire maker to a tier-one automotive supplier. The company is now less dependent on a single market, and can offer automakers complete systems and modules.

### History

A group of financiers and industrialists with interests in the rubber industry founded Continental-Caoutchouc und Gutta-Percha Compagnie in Hannover, Germany, in 1871. The company's products included solid tires for carriages and bicycles, rubberized fabrics, and various consumer items.

In 1892 Continental was the first German maker of pneumatic bicycle tires. During this period the budding automobile and motorcycle industries created fresh demand for solid tires. Continental began producing pneumatic tires for automobiles in 1898.

By 1904 Continental was first to develop a treaded tire, and four years later the company invented the detachable rim, which made tire installation much simpler. Between 1905 and 1913 Continental expanded into Australia, Denmark, Italy, Norway, Romania, Sweden, and the UK by forming marketing subsidiaries. However, the onset of WWI caused a shift to military production and the overseas sales network dissolved.

Poor overall economic conditions atrophied postwar tire industry growth, and by the late 1920s the company merged several German rubber firms to create a much larger and stronger Continental. In 1929 the company changed its name to Continental Gummi-Werke AG. The Opel family, which had sold its car unit to General Motors, bought a substantial stake in the new company.

Emerging from the Great Depression, total German tire production doubled between 1934 and 1938 as the Nazi government initiated a program to motorize Germany and reduce unemployment. During WWII the Nazis took over tire and rubber making to meet military needs.



After the war civilian production languished amid occupation and war-damaged factories. To get back on its feet, Continental formed a technical assistance alliance with General Tire in 1948.

Between 1950 and 1965 the company tagged along as German car companies, mostly Volkswagen, expanded overseas. Continental established foreign subsidiaries in Brazil, France, Italy, Portugal, South Africa, Spain, and the UK.

The growth spurt was curtailed by the oil crisis of the 1970s. The company began making fan and conveyor belts in 1975. Continental bought the tire unit of US-based Uniroyal in 1979. In 1981 the company forged a deal with Toyo Rubber Industry Co. to make Continental tires in Japan. The next year a similar deal was inked in the US with General Tire. By 1987 Continental owned General Tire, buying it from GenCorp. The deal gave Continental four factories, General's brands, a new marketing network, and lucrative OEM contracts; expansion into Africa, Asia, and South America made the deal even sweeter. That year the company's name changed to Continental AG.

In 1991 the company's industrial products segment was reorganized under the ContiTech name. ContiTech joined with Cooper Tire & Rubber in 1995 to collaborate on molded products, extrusions, and hoses. The following year the company secured the right to use the Uniroyal name in Europe.

Continental bought the automotive brake and chassis unit of ITT Industries for \$1.93 billion in 1998; now Continental Teves, it is part of Continental's Automotive Systems Group. The next year Continental formed a joint venture with Delco Remy International to produce motors for integrated starter alternator damper (ISAD) systems.

In 2000 Continental announced that it would recall about 160,000 tires fitted on Lincoln Navigators (Ford) in 1998 and 1999. The tires reportedly lost parts of their treads.

Link to [Company History](#) on the Web

## News & Commentary

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#### Hoover's Selected Stories

##### [Continental To Recall 160,000 Tyres](#)

*(Financial Times, September 19, 2000)*

##### [Ford Could Be Facing Another Tire Problem](#)

*(Detroit Free Press, September 19, 2000)*

### [Company Press Releases](#)

## Officers & Employees

**Chairman of the Supervisory Board:** Hubertus von Grünberg

**Deputy Chairman of the Supervisory Board:** Richard Köhler

**Chairman of the Executive Board:** Stephan Kessel

**Member Executive Board, Commercial Vehicle Tire Group, Quality and Environment, and the International Business Unit:** Hans-Joachim Nikolin

**Member Executive Board, Continental Automotive Systems:** Hans Albert Beller

**Member Executive Board, Continental General Tire:** Bernd Frangenberg

**Member Executive Board, ContiTech:** Manfred Wennemer

**Member Executive Board, Finance, Controlling, Human Resources, and Law:** Klaus Friedland

**Auditors:** KPMG Deutsche Treuhand-Gesellschaft

**1999 Employees:** 62,155 ([Company Job Openings](#))

**1-Year Employee Growth:** 23.8%

## Locations & Subsidiaries

**Headquarters:** Vahrenwalder Strasse 9, D-30165 Hannover, Germany

**Phone:** +49-0511-938-01

Fax: +49-0511-938-2766  
 Web Site: <http://www.conti-online.com>

### Web Sites for subsidiaries, divisions & affiliates Brands

Continental AG operates 80 locations in 36 countries.

	1999 Sales	
	\$ mil.	% of total
Europe		
Germany	2,878.4	31
Other countries	3,407.6	37
North America	2,349.0	26
Other regions	541.2	6
Adjustments	(.2)	-
Total	9,176.0	100

### Products/Operations

Some figures may not add up due to rounding.

	1999 Sales	
	\$ mil.	% of total
Continental Automotive Systems	2,556.0	28
Passenger tires	2,500.5	27
ContiTech	1,707.1	19
Continental General Tire	1,482.1	16
Commercial vehicle tires	807.9	9
Other	122.4	1
Total	9,176.0	100

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### Competitors

A.G. Simpson Automotive  
Bridgestone  
Cooper Tire & Rubber  
Dana

Delphi Automotive Systems  
Goodyear  
Michelin  
Visteon Corporation

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### Financials

Company Type: Public

OTC: CTTAY (full quote) (ADR)

Stock Chart

German (full quote)

Fiscal Year-End: December

1999 Sales (mil.): \$9,196  
 1-Yr. Sales Growth: 16.9%

1999 Net Inc. (mil.): \$236  
 1-Yr. Net Inc. Growth: (4.3%)

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K# 1936

AGREEMENT

\* This agreement is made and entered into this 2nd day of October, 1999, by and between the Mayfield, Kentucky, Plant of General Tire, Inc., party of the first part, sometimes referred to as the Company, and Local No. 665 and the United Steelworkers of America, on behalf of it's Local 665, parties of the second part, sometimes hereinafter referred to as the Union.

now listed as  
Continental AG.  
approximately  
1,126 employees.

## **ARTICLE I**

### **RECOGNITION**

- 1. The Company recognizes the Union as the exclusive collective bargaining representative of all production and maintenance employees in the Mayfield Plant, or in any local expansion of the existing units thereof now included in the bargaining units, subject to the inclusions and exclusions as set forth in the certification of representatives of the National Labor Relations Board following elections, or as mutually agreed between the employer and the local Union, excluding all office, all supervision, timekeepers, clerks, guards, production control, trainees and confidential salaried employees, as well as all jobs presently paid on a salary basis. Further, the Company agrees to meet with and bargain with the accredited representatives of the Union on all matters pertaining to hours of work, rates of pay and other working conditions.**
- 2. The automation of jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status.**

**ARTICLE II**  
**UNION SECURITY**

1. As a condition of employment, any employee who is a member of the Union in good standing on the thirtieth (30th) day following the effective date of this Agreement shall maintain his membership in the Union, and any employee hired on or after the effective date of this Agreement, or transferred into the bargaining unit, shall become a member of the Union not later than thirty (30) days following his hire or transfer into the bargaining unit and shall maintain membership; and not later than the thirtieth (30th) day following the effective date of this Agreement all employees in the bargaining unit who are not members of the Union shall become members of the Union and shall maintain membership.

(a) The above provisions shall apply for the life of this Agreement.

(b) The above provisions shall not apply to any employee in the bargaining unit to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to tender or pay to the Union the amount of periodic dues uniformly required as a condition of acquiring or retaining Union membership.

2. Checkoff:

The Company, or the Trustee of the Supplemental Employment Plan, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues for the current month and promptly remit same to the appropriate officer of the Union. Effective September 1, 2000 the dues shall be changed to conform to the United Steelworkers of America Constitution.

(a) The following paragraphs shall appear on the card which shall be personally signed by the employee:

"I hereby authorize General Tire, Inc., Mayfield, Kentucky, to deduct from my pay current monthly Union dues and any unpaid regular monthly dues for periods not to exceed three (3) months, which are established in accordance with URW International Union constitution, and to be checked off in accordance with the Agreement signed June 22, 1962, and any extension thereof, or any subsequent Agreement, as provided in said Agreement. Said dues to be turned over to the treasurer of Local No. 665 USWA."

"This assignment and authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of the current collective bargaining agreement between the Union and the Company, whichever is the shorter period. At the end of the original period of irrevocability and each renewal period of irrevocability, this assignment and authorization shall be automatically renewed and be irrevocable for a like period of one (1) year or until the termination of the current Agreement between the Union and the Company, whichever is the shorter, unless I give notice revoking this assignment and authorization during the ten (10) day period immediately following the end of such period of irrevocability. Such notice revoking this assignment and authorization shall be given in writing delivered by registered mail to the Local Union and the Company."

Signature \_\_\_\_\_

C.C. No. \_\_\_\_\_

Date \_\_\_\_\_

Assignments after the effective date of this Agreement shall be in the following form:

"I hereby authorize General Tire, Inc., Mayfield, Kentucky, to deduct from my wages, and the Trustee of the SUB Fund to deduct from any Supplemental Unemployment Benefits payable to me from the SUB Fund, 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, and assign such deductions to Local Union No. 665, United Steel Workers of America, as provided in the current Agreement and in any extension thereof as provided in said Agreement.

"I also hereby authorize the deductions of and assign unpaid monthly membership dues past due at the time of first deduction made hereunder, provided, however, that such unpaid dues so deducted at no time exceed the unpaid dues for the three (3) months period immediately preceding the deduction.

"This assignment and authorization shall be irrevocable for the period of one (1) year from date hereof or until the termination of the current collective bargaining agreement between the Union and the Company, whichever is the shorter period.

"At the end of the original period of irrevocability and each renewal period of irrevocability, this assignment and authorization shall be automatically renewed and irrevocable for a like period of one (1) year or until the termination of the

current agreement between the Union and the Company, whichever is the shorter, unless I give notice revoking this assignment and authorization during the ten (10) day period immediately following the end of such a period of irrevocability. Such a notice revoking this assignment and authorization shall be given by written notice delivered by registered mail to the Local Union and the Company."

Signature \_\_\_\_\_

C.C. No. \_\_\_\_\_

Date \_\_\_\_\_

- (b) The assignments and authorizations once executed shall be irrevocable for yearly periods thereafter or until the termination of the Collective Bargaining Agreement between the Union and the Company executed in the year 1962, whichever occurs sooner. In the event such assignment and authorization is not revoked within ten (10) days after the end of yearly periods from the date hereof by the employee by written notice delivered by registered mail to the Local Union and the Company, then, and in that event, this assignment and authorization shall be irrevocable for yearly periods thereafter.
- (c) The Local Union shall furnish to the local plant one (1) week before the first pay period of each month a list of all its members in good standing and dues owed the Union by said members.
- (d) The foregoing provisions covering checkoff of Union dues shall be posted on all local plant bulletin boards for a one (1) week period following the effective date of this Agreement.
- (e) The Local Union will indemnify and save harmless the Company and the Trustee of the Supplemental Unemployment Benefit Plan against any claim, loss, suit, judgment, attachment or other liability arising out of any deduction of dues, fees or other assessment made pursuant to the above authorizations and assignments, or pursuant to any list furnished by the Union of current monthly membership dues deductions including any arrearages, whether such deduction is consistent or inconsistent with such authorizations and assignments, or any deduction not levied in accordance with the constitution of the USWA and the by-laws of the Local Union. The Union will make refunds direct to employees for any such wrongful deductions. The Union shall also indemnify and save harmless the Company and said Trustee in any case where an individual has signed and delivered to the Union such authorization and assignment but the Union has failed to so advise the Company or said Trustee in accordance with agreed procedures and accordingly deduction has not been made from the employee's pay. The Company and said Trustee 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.

- (f) If, during the life of this Agreement, the constitution of the USWA should be changed so as to require the payment of dues from members who are receiving Sickness and Accident Insurance Benefits or Supplemental Workman's Compensation, and it is established that the deduction of dues from such payments is legally permissible, the Company will, upon request from the International Union, develop a procedure for establishing a program under which dues will be deducted from such payments.
- (g) The Company agrees to provide forms for the assignment and authorization of dues deduction.

**ARTICLE III**  
**MANAGEMENT CLAUSE**

Management of the business, operation of the plant, direction of the working force and the authority to execute all the various duties, functions and responsibilities in connection therewith are vested in the Company. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

**ARTICLE IV**  
**PROCEDURE FOR HANDLING GRIEVANCES**

The parties recognize that grievances should be settled promptly and as close to the source as possible. A grievance, in order to receive consideration, must be based upon a claimed violation of some right established by this Agreement or a past practice, should state the claimed violation and specific contract language violated and should be submitted with the following procedure:

1. Any employee having a grievance under the terms of this Agreement shall notify his shift representative, who may discuss the problem with his shift foreman. If they are unable to arrive at a satisfactory conclusion, such grievance will be reduced to writing and presented to the shift foreman, who shall give a written answer explaining his position to the Union shift representative within 2 days following a meeting(s) held to discuss the grievance,
  - (a) The grievance must show date of presentation, as well as date of the alleged violation.
  
2. If the Union shift representative fails to receive a satisfactory adjustment from the shift foreman, he shall submit the original written grievance to the Union division representative, who shall present the same written grievance to the general foreman and they shall endeavor to adjust same. The general foreman shall give a written answer explaining his position to the Union division representative with two (2) days following a meeting(s) held to discuss the grievance.
  - (a) Said answer shall be final unless within seven (7) working days after receipt thereof by the Union division representative the original written grievance is taken to Step 3 of the grievance procedure.
  - (b) In the event there is no representative of the Company's Industrial Relations Department available for a previously scheduled meeting with the Local Union negotiating committee, the time limit set forth in paragraph 2.a., above, may be extended at the request of the Union.
  
3. If the Union division representative fails to satisfactorily adjust said grievance with the general foreman, he shall turn the written grievance over to the Union negotiation committee. Said committee may meet with the Company's grievance committee, one (1) of whom shall be a representative of the Company's Industrial Relations Department, who shall give a written answer to the president of the Union and the division representative involved. This answer shall be given within three (3) working days after the meeting is held between the joint grievance committees.

- (a) Said answer shall be final unless within seven (7) working days after receipt thereof by the Union negotiating committee the Local Union signifies in writing its intent to take the grievance to Step 4 of the grievance procedure.
  - (b) If the Union does not elect to exercise its rights under Paragraph 4 of this article, it shall have twenty (20) working days after the Company's final answer to Step 3 to appeal said grievance to arbitration, otherwise the Company's answer in Step 3 shall be final.
- 4. The Local Union may request an International representative to participate in negotiations of said grievance. Such meeting between the local plant grievance committee and the Local Union negotiating committee with the International Union representative present shall be held within ten (10) working days after the Union serves notice of intent to bring in the International representative.
  - (a) Within three (3) working days after the conclusion of said meeting, the Company's Industrial Relations representative shall give a written answer to the Union president and division representative involved.
  - (b) Should the combined negotiating committee find it necessary for a general foreman, shift foreman, or floor foreman to participate during a scheduled grievance meeting, it is understood that he will be made a part of the Company's negotiating committee for the meeting in question.
- 5. Said answer shall be final unless within ten (10) working days after the date of the Company's final answer to Step 4.a., the grievance is appealed by written notice by the union to the impartial umpire. A copy of such written notice of appeal shall be given simultaneously to the other Company.
  - (a) No grievance or dispute may be submitted to the impartial umpire by the Local Union less than thirty (30) working days before the hearing is to be held. The arbitrator shall hear cases in the order in which the grievances were submitted for arbitration, unless mutually agreed otherwise.
  - (b) Discharge cases may be submitted to the impartial umpire three (3) working days prior to the hearing.
- 6. The umpire's decision shall be made within thirty (30) days after the dispute has been heard unless additional time is requested by the umpire and mutually agreed to by the local plant and the Local Union. The decision of the umpire shall be complied with within ten (10) working days after receipt of the decision.
  - (a) In discharge cases, the impartial umpire shall render an award within seven (7) days following the hearing, unless at the close of the hearing, either party

requests a decision which shall include a complete opinion, in which event the decision shall be rendered within thirty (30) days of the date of the hearing.

- (b) The decision of the umpire shall be final and binding upon both parties and his fees and/or expenses shall be shared equally by the local plant and the Local Union.
7. The impartial umpire shall not have the power to make any award changing or amending the provisions of this Agreement. He shall confine his decision to the interpretation and/or application of this Agreement.
8. The parties have mutually agreed to use the services of an impartial arbitrator. A list of seven (7) arbitrators will be mutually agreed upon by the Company and the Union. In the event arbitration is required, the arbitrator to hear the case will be selected from the list of seven (7) arbitrators unless mutually agreed otherwise.
9. The time limits as set forth in this grievance procedure may be extended by mutual agreement of both parties.
- (a) If the time limits of Steps 1, 2, and 3 of the above procedure are not complied with by the Company, the grievance automatically advances to the succeeding step unless mutually agreed otherwise.
  - (b) It is agreed that working days as referred to in this Article shall exclude Saturday and Sunday.

#### 10. Measured Standards Procedure

- (a) Trial Period - Upon the implementation of measured work standards, employees shall be expected to make a reasonable effort to develop measured performance at expected levels on the measured standards for a trial period of thirty (30) working days.
- (b) During the trial period, the matter may be grieved. The grievance will specify the part number, operation number, description and standard in dispute. Any change which is made in the measured standard as the result of a grievance filed within the trial period shall be retroactive to the date that the standard was established.

No grievance concerning a measured standard shall be processed or recognized if filed after the trial period. Grievances on standards filed after the time limit above will be considered for the purpose of solving measured standard problems or based upon changes that may be warranted under Article XV, paragraph 3 (d), but any retroactivity will be limited to the date such grievances are filed with the Company.

- (c) Notwithstanding Article IV, Paragraph 8, if a measured standard grievance is advanced to arbitration the parties will select an arbitrator to hear the dispute from a panel of arbitrators mutually agreed to between the Company and the Union. Arbitrators on this panel should have wage and incentive experience and should preferably have an Industrial Engineering background and have experience in the rubber industry. The grievance must be heard in arbitration within six (6) months following the written appeal to arbitration under Article IV, paragraph 5 (g), provided the Arbitrator selected can give mutually acceptable dates to hear the grievance within the six (6) month period.
  - (d) If the grievance is submitted to the arbitration procedure, the arbitrator shall decide whether the new or changed standard provides the agreed upon performance opportunity. The Arbitrator will be authorized to determine if a standard is correct or to adjust the standard if he determines it to be incorrect.
11. Any employee found to have been unjustly discharged or suspended shall be reinstated to his former job and shall be compensated at his average hourly earning for the time lost as a result of the incident, less pay for any penalty time decided upon, provided the Union files a written protest of such discharge or suspension with the Company within ten (10) working days, excluding Saturday and Sunday, from the date of his discharge or suspension.
- (a) In discharge or suspension cases, the Local Union will be notified immediately in writing.
  - (b) The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the date of infraction during which time thorough consideration will be given to all facts and circumstances which are relevant to the matter. The employee will be on suspension during this two (2) day period. In the event that it is determined that a suspension is to be given rather than a discharge, the two (2) days will be a part of the suspension.
12. Disputes in respect to general wage increases or decreases shall not be subject to arbitration.
13. In the event that it becomes necessary for a Union representative to leave his place of work for the purpose of investigating a grievance in a department or departments over which he has jurisdiction or to attend Union business, he will report to his foreman and advise him as to his destination. In the event the representative is on a job that affects the production of an employee or group of employees, the foreman shall make the necessary arrangements to relieve the

representative. The representative will remain on the job until such arrangement can be made. He should report to his foreman immediately upon his return.

14. In the event there is an interruption in plant operations because of a strike, slowdown, picketing or other action in violation of Article VI of this Agreement, the Company and the Union shall not consider the merits of that dispute that caused the interruption, nor shall any arbitration proceed or continue regarding that dispute until such time as the interruption has been terminated.
15. An International Union Time Study Engineer may be used by the Local for the purpose of assisting the Union Standards Representative in reviewing (and/or studying) a measured work standard grievance prior to arbitration. Upon proper notice such International Union representative shall be provided access to the plant and the information concerning the standard(s) in dispute.
16. Any member of the union plant negotiation committee-said committee to consist of no more than seven (7) members plus the full-time Union Standards Representative local plant may agree on more or less than seven (7) plus the full-time Union Standards Representative) - shall be permitted to enter the plant for the purpose of negotiating or making an investigation of any grievance or to conduct union business, in his respective division and shall be furnished with a pass permitting him to enter the plant for such purpose. When necessary, he may be accompanied by the representative of the department affected. In all such cases, the committeeman shall first report to the foreman of the department involved and indicate the grievances being investigated.
  - (a) The president, vice-president, secretary, treasurer and/or the Union Standards Representative and full-time Union Standards Representative of the Union shall be permitted to go into any division for the purpose of investigating a grievance or to conduct Union business, subject to the requirements outlined above.
17. An employee who is designated union representative shall be compensated for time lost during his regular shift because of attending scheduled grievance meetings with the employer. An employee who is designated Local Union Standards Representative will also be compensated for time lost during his regular shift because of making time studies. The rate of pay shall be his hourly rate if a measured standards worker, or the daywork rate if a daywork employee. The total liability of the Company for payment of Union representatives shall be the maximum of nine and one-half (9.5) hours per week per one hundred employees, rounded out to the next one hundred (100). The number of employees in the computation shall be the number of employees on the active payroll in the bargaining unit plus the number of employees on layoff with recall rights and the number of employees on sick leave or leave of absence not included on the active payroll in the local plant in the first full week of the month, rounded to the next even

hundred. The payment is exclusive of the payment for the Union Standards Representatives. The details of handling such payment shall be determined on the local plant level.

(a) In addition to all payments provided above, the Company will provide forty (40) hours per week compensation for one (1) full-time Union representative who will be designated by the Local Union to handle the Employee's Benefit Program.

18. The Company may discuss any matter personally with an employee, but if an employee is directed by supervision to appear in the office, the Company shall bring the Union representative for him. All time spent will be paid for by the Company. If an employee is to be reprimanded or a matter likely to result in probation, suspension or discharge it is understood that the Division Representative shall be at this meeting if available.

19. Meetings between the Company representatives and the Union negotiation committee shall be held when requested by either party. There shall be a regular scheduled meeting between the joint Union plant negotiating committee and the Company on Thursday of each week, unless mutually agreed to otherwise. The divisional representative shall notify the Industrial Relations Department on Wednesday of each week by 3:00 P.M., if possible, of grievances to be heard on Thursday.

(a) The Union plant negotiating committee shall be consistent with the members identified in Paragraph 16, above. The Company and Union by mutual agreement may bring additional representatives into the meeting.

**ARTICLE V**  
**LEAVE OF ABSENCE**

1. An employee wishing a leave of absence for a period of more than two (2) weeks shall make application to the Industrial Relations Department. If granted, such leave shall be in writing and a copy furnished the Union. A leave of absence will normally not exceed thirty (30) days and under no circumstances ninety (90) days. A leave of absence will not be granted for self-employment or employment elsewhere. A person on leave must return by the expiration date of the leave and upon reinstatement shall, consistent with his seniority, be placed on his previous or comparable work, provided he is able to do the work.
  - (a) Any leave of absence for a period of more than one (1) day, but not over two (2) weeks, shall be arranged between the employee requesting such leave and his foreman, and if granted shall be in writing on a form provided for that purpose.
2. An employee selected for full-time duty as an officer or representative of the International USWA or the American Federation of Labor-Congress of Industrial Organizations as such will, upon application to the Industrial Relations Department, be granted a leave of absence. Any person covered by this provision must make application for reinstatement within twenty (20) days after being released from such full-time duty. Upon reinstatement he shall, consistent with his seniority, be placed on his previous or comparable work, provided he is able to do the work.
3. An employee of a local plant elected or selected as a full-time official or representative of the Local Union or the Credit Union for General Tire, Inc., formerly The General Tire & Rubber Company, employees will not be required to take a leave of absence. He will retain his status as an employee of the plant while engaged in such Local Union activity.
  - (a) Any employee referred to in the above paragraph shall have his job posted as temporary and remain as temporary until he returns to his previous job in accordance with his seniority.
  - (b) It is understood that when the employee returns to work in the plant he shall bump the last employee who bid on his job or the employee who was hired to fill the vacancy during his absence. It is also agreed that he shall be entitled to his machine, table or run, that he had before he went on full time business for the Local Union or Credit Union.
4. Any employee covered by this Agreement who leaves the employment of the Company to enter the armed forces, either by enlistment or draft under the Selective Service and Training Act of 1940 as amended, the Selective Service Act of 1948 or

any other similar federal legislation which may be passed, shall be granted a leave of absence until such time as his service in the armed forces is terminated. His seniority will accrue during such leave, as will the privileges to which he is entitled by virtue of such seniority, provided that the employee makes application for his job within ninety (90) days after receiving a discharge other than dishonorable, and further provided that the employee is capable of performing the work required by his job in a proper manner. The Company will make every reasonable effort to place employees who may become handicapped during such service.

- (a) He shall be paid day work rate of the job classification for a period of thirty (30) working days upon his return to work; however, should he make more than the day work rate of his job, he will receive that payment.

5. This provision applies to all such transfers prior to March 9, 1974.

Effective March 19, 1974, any employee presently in the bargaining unit and who transfers to a supervisory position or any position outside the bargaining unit directly connected with the operation of the plant and who has at least thirty (30) days service in the bargaining unit, may return, if an active employee of the Company or may be returned by the Company at any time up to but not in excess of two (2) years from such date of transfer. If such employee does not or is not returned, he will lose all bargaining unit seniority.

However, such employees must assume the next available opening which presents itself after all moves have been observed consistent with this Agreement.

Effective October 15, 1991, any employee presently in the bargaining unit who transfers to a supervisory position or any position outside the bargaining unit directly connected with the operation of the plant and who has at least forty-five (45) days service in the bargaining unit may return, if an active employee of the Company or may be returned by the Company at any time up to but not in excess of one (1) year from such date of transfer. If such employee does not or is not returned, he will lose all bargaining unit seniority.

However, such employees must assume the next available opening which presents itself after all moves have been observed consistent with this Agreement.

- 6. An employee who leaves the employ of the Company as a result of being elected or appointed to public office and applies for re-employment within thirty (30) days after the end of his tenure in such office, shall be reinstated to the job he held at the time he was granted such leave, or to some other job provided he can qualify under the seniority rules and is physically capable of performing the work required. The employee shall notify the Company in writing of his intention of accepting such office and shall inform the Company of his status at yearly periods thereafter. Such employee shall accumulate service not to exceed the amount of credited service he

had at the time he accepted such office and in no event more than a total of eight (8) years for any or all such periods.

7. An employee with at least two (2) years seniority who leaves the employ of the Company to enter service in the Peace Corps as established by the Congress of the United States of America under the Peace Corps Act, 22 USCA 2501, shall be reinstated upon application consistent with his seniority, provided he is physically capable of performing the work required, and he applies for reinstatement within ninety (90) days following the completion of not more than two (2) years of such service.
  - (a) Upon reinstatement, he shall be credited with seniority held at the time he left the employ of the Company for such service, plus seniority credit for time spent in the Peace Corps.
  - (b) He shall be paid day work rate of the job classification for a period of thirty (30) working days upon his return to work; however, should he make more than the day work rate of his job, he will receive that payment.

**ARTICLE VI**  
**UNION RESPONSIBILITY**

1. Since adequate provisions are hereby made for the handling of grievances, there shall be no slowdown, sitdown, stoppage of work, strike or lockout over any matters subject to the grievance procedure, including arbitration. Any employee or group of employees violating this provision shall be subject to disciplinary action, including dismissal. The Company and the Union shall not negotiate, or shall any arbitration hearing proceed on the issue causing such interruption until such time as the interruption has been terminated.
  
2. In the event there is any such slowdown, work stoppage or strike, the Union will either at its discretion or upon proper signed notification by the Company to the Union, immediately post the following notice on all bulletin boards referred to in this Agreement:  
  
"TO ALL MEMBERS OF LOCAL NO. \_\_\_\_\_, Dated \_\_\_\_\_  
You are advised that employees took certain unauthorized action in Dept. No. \_\_\_\_\_. This action is unauthorized by both the Local and International Union. These employees engaging in such action are directed to promptly return to their respective jobs and to cease any action which may affect production. The grievance in dispute will be processed through the procedure provided in your contract."
  
3. It is agreed that an authorized officer of the Local Union or an authorized representative of the International Union shall sign the above notice. Should the authorized officer of the Local Union fail to comply with the foregoing, an authorized representative of the International Union will do so. The Company agrees that in consideration of the performance by the Union of the undertaking herein assumed by it to post the above notice with respect to termination of unauthorized strikes and work stoppages, the Company will take no action by suit for damages against the Union, its officers, agents or members for breach of contract.
  
4. The failure of the Company to exercise the right to discipline in any instances shall not be deemed a waiver of this right in any other instances, nor shall the Company's right to discipline employees for any other cause be in any way affected by this Article.

**ARTICLE VII**  
**SENIORITY**

1. Seniority is continuous service with General Tire, Inc., and is that time actually spent on the active payroll plus approved absences defined in this Agreement.
2. No seniority rights are recognized during the first forty-five (45) working days of Company service. The Company shall have the right to transfer or otherwise terminate the services of new employees during the first forty-five (45) working days of Company service without prejudice to itself. On completion of the probationary period, seniority shall extend back to the date of hire.
  - (a) Seniority of employees having the same hiring date will be determined alphabetically using the surname of the employees involved at the hire date.
3. Seniority will be broken for the following reasons:
  - (a) Voluntary termination of employment by the employee.
  - (b) Discharge for just cause.
  - (c) Failure to report absences from work within three (3) working days (excluding Saturday and Sunday) without reasonable excuse.
  - (d) Retirement under the Pension Plan.
    - (1) An employee who has been retired because of disability who subsequently recovers from such disability and is determined by medical evidence to be able to fulfill the requirements of his job or any job in the bargaining unit which he has seniority to claim will be reinstated to the payroll and given full credit for the amount of plant service up to and including the time of reinstatement. It is understood, however, that the time off the payroll because of disability pension will not be used in calculating the employee's future pension credits.
  - (e) Failure to notify the Company of intention to return to work within seven (7) days after notice has been sent by registered mail by the Company to the laid off employee and the Union notified; and failure to return to work without reasonable excuse within seven (7) days after notice has been sent by the Company. Notice to return to work shall be sent only to the last local address on the Company's records of the laid off employee.
  - (f) Acceptance of a service award.

- (g) Overstaying leave of absence without reasonable excuse.
  - (h) Accepting other employment while on leave of absence, except in special cases as determined by Union negotiating committee and Industrial Relations Department.
4. The executive officers, division chairman, Union Standards Representative and the back-up Union Standards Representative of the Local Union shall be placed at the head of the seniority lists in their terms in office or for the duration of their appointments. Upon expiration of their terms in office or appointments, they shall revert to their previous seniority. Seniority preference shall apply only to layoffs and shift preference in their classification.
- (a) If an employee referred to above bids on a job and his plant-wide seniority does not entitle him to the day shift, he cannot use superseniority to get day shift.
5. The principles of factory-wide seniority will apply on transfer, layoff and rehire except that production and maintenance departments will have separate seniority lists; and there will be no displacement of one by the other.
6. When an employee selects and is assigned a shift, he shall remain on that shift until a vacancy occurs consistent with his seniority. This shall not apply due to change of hours for temporary periods.
- (a) Employees may trade shifts with the consent of the foreman. Permission shall be granted if it does not interfere with efficient production and operation; such change not to exceed thirty (30) days unless mutually agreed between the Department Manager and the Union Division Representative.
  - (b) An employee who is bumped from his shift shall select another shift consistent with his seniority. He will bump the employee with the least seniority in his classification on the shift he selects. In cases of multiple bumps, the employees will be allowed to select based on seniority from the machine, table or runs held by the employees displaced. Such bumps will not result in machine, table or run preference moves.
- \* (c) A new shift preference lineup will be effected on the Memorial Day Holiday and Thanksgiving Day Holiday, based on written requests of employees whose seniority so permit, provided such written requests are presented to the General Foreman concerned two (2) weeks prior to the holiday. Except as provided in other paragraphs of this section, this new lineup will prevail for the ensuing period. The Company will post a notice in each department three (3) weeks prior to the affected holiday shift lineup to remind all employees of the upcoming shift preference lineup.

7. A vacancy shall be interpreted to mean an increase in the number of employees, machines, tables or runs, the replacement of employees or an employee by quits, discharge, death, transfer or retirement.
  - (a) The term "transfer" as used herein is not intended to apply to transfers made as a result of shift changes.
8. A laid-off employee with more than forty-five (45) working days service at time of layoff and who is recalled within five (5) years from date of layoff shall be credited with his previous service plus service credit for the time laid off, provided such service credit will not exceed his actual service at time of layoff, and in no event to exceed two (2) years of any single period of layoff. If the laid off employee is not recalled within five (5) years from date of layoff, he will be dropped from the Company payroll. He must, however, have his last address on file at the local plant employment office. Notice of recall to the laid off employee will be sent only to the last address on the Company's records. The responsibility of having his last address on file in the Company's employment office rests solely with the laid off employee.
9. An employee who is off work because of non-factory injury or illness shall accumulate seniority for a period not to exceed two (2) years from the first date of his absence. During this period he shall be subject to layoff and recall according to his seniority.
10. An employee who no longer is capable of satisfactorily performing his job because of advanced age, ill health or injury shall be given a job for which he is qualified as per Article XIII, Paragraph 11, a. and b.
11. When a vacancy occurs on a shift within a classification, it will be handled as follows:
  - (a) The employee on that shift shall have the right to pick their machines according to their seniority. The maximum moves shall be three (3).
  - (b) The employee bidding to that classification shall take what is left after the employees on that shift have made their choice of machine preference.
12. In instances where machines, tables, or runs, which are to remain in operation, are unmanned on a specific shift as a consequence of layoff, shift realignments, or a decrease in the total number of employees in the classification, the remaining employees on that specific shift will be allowed to exercise machine preference rights to those unmanned machines, tables, or runs in accordance with the procedure established in Article VII, Paragraph 11, and 11a.

The employees moving to that shift shall take what is left after the employees already on the shift have made their choice of machine preference.

13. The parties agree to the principle that there will be no discrimination in wage rates or other conditions of employment by reason of sex, color, nationality, disability, Vietnam Era Veterans status, age or religion.
14. An up-to-date seniority list shall be posted every six (6) months in the clock alley.

**ARTICLE VIII**  
**LAYOFF AND REHIRE**

1. When it becomes necessary to layoff employees within the local plant in accordance with this Agreement, the Company will notify the persons affected at least five (5) working days before layoffs are made, or grant five (5) days pay in lieu thereof at the lost-time rate of the job. Employees absent on the day of layoff notification will be notified of their layoff and the days of absence will be calculated in relationship to the above five (5) days.
  - (a) If an employee is laid off and at the time of layoff is performing the job despite some injury or disability, he shall be recalled to work in the order of his seniority. The fact that the employee had previously been disabled shall in no way prejudice his right to rehire; except that he must be able to perform in a satisfactory manner his old job or some other job, if available. This provision shall also apply to an employee who is on a disability pension and subsequently recovers and returns to the active rolls.
2. Employees voluntarily leaving the employ of the Company are required to give the Company at least five (5) days notice of their intention to quit.
3. In periods of layoff, plant seniority will be followed. The Company will fill the vacancies so created with remaining employees having the qualifications to perform the service required except that there will be no displacement between production and maintenance departments.
  - (a) When an employee of the production unit is forced out of or elects to leave his department and there is no available job opening, the employee affected shall displace the employee with the least seniority in the production unit if he is qualified. When two (2) or more employees are surplusd at the same time and elect to displace the least seniority employees in the department or plant, the surplusd employees will be allowed to choose on a seniority basis from the jobs being vacated by such displacement.

If he does not qualify for the job held by the employee with the least service in the production unit he shall be laid off. However, he shall be given the first job opening for which he is qualified providing no one has return rights. He shall be considered a surplus transfer.

- (1) It is agreed that this practice will be followed during periods of layoff.
- (2) Jobs of this nature will be posted for original job bidders only.

(3) A list of all surplused employees and the job title they held and the job they received shall be given to the Local Union president twice a month.

(b) Notice of recall shall be sent by registered mail to the employee's last local address on the Company's records, with a duplicate copy sent to the Local Union president on the same date.

(1) Employees shall be recalled to work in reverse order of layoff.

4. There will be no displacement of employees between the production unit, Quality Control, or skilled trades classification.

\* 5. Employees off work due to injury compensable under Worker's Compensation and who are laid off will receive weekly S & A benefits. Payment continues during disablement up to a maximum of fifty-two (52) weeks.

6. Senior employees who are on a job within the plant which is affected by a cutback due to a curtailment of the working force will be permitted to take an optional layoff subject to the following conditions:

(a) Only those employees working on the original job that is declared surplus, or employees who are on a job within the department that is affected by a transfer due to the cutback, will be eligible for an optional layoff.

(b) Those employees who chose to accept an optional layoff will assume the same status as a laid off employee.

(c) It is understood that the lowest seniority employees on optional layoff from a classification in which vacancies occur will be recalled first unless senior employees by applying to the Personnel Office in person and signing the necessary forms, have their names placed on the recall list in line with their seniority. Failure to accept the opening will be considered a voluntary quit.

(d) Those employees accepting an optional layoff who desire to return to work prior to an opening on the job from which they were laid off may, by applying at the Personnel Office in person and signing the necessary forms, have their names placed on the recall list in line with their seniority.

(e) Those employees who are on optional layoff and who wish to return to work prior to their original job opening must accept the first job opening according to their seniority, if qualified. Failure to accept the job opening will be considered a voluntary quit.

- (f) An employee who is on an optional layoff and becomes disabled and has seniority to qualify will be entitled to the same pension benefits as if he were on the active payroll.
  - (g) When the regular layoff list (recall roster) is exhausted, employees on optional layoff will be recalled to job vacancies. The youngest employee will be recalled first. He will not have an option to remain on layoff status. Failure to accept the job opening will be considered a voluntary quit.
  - (h) An employee on optional layoff who reaches retirement age shall be eligible for the same benefits he would receive had he been on the active rolls.
  - (i) It is understood that employees on optional layoff will have the first opportunity to fill available openings on the job from which they accepted layoff unless there are employees with more seniority who are not on layoff who reclaim their original job on a preference basis.
  - (1) All temporary employees in the classification may take an optional layoff in line with their seniority. When the permanent employee returns the temporary man will be recalled and handled per the provisions of Article XIII, paragraph 15 (a).
  - (j) Employees on optional layoff will be allowed to bid on jobs which are posted during their period of layoff. It is the individuals responsibility to submit such bid. Such bid must be submitted during the required time period and will be considered on a competitive basis in accordance with the applicable contract provision.
7. Notwithstanding the provisions cited above, cutbacks resulting in a curtailment of the workforce will be handled in the following manner:
- (a) Optional layoff will be offered by seniority to the employees in the classifications affected by the reduction.
    - (1) Only those employees working on the original job that is declared surplus, or employees who are on a job within the department that is affected by the transfer due to the cutback, will be eligible for an optional layoff.
  - (b) SPECIAL OPTIONAL: Employees electing optional layoff under these provisions will be able to return to work in accordance with the following paragraphs.
    - (1) "Free Bid" Return: Employees on optional layoff may bid back into the plant consistent with Article VIII, Paragraph 6 (j). However, it is specifically understood that employees covered by this paragraph (1) will maintain their

return rights to their former job, but will not be eligible to exercise a regular bid for twelve (12) months.

- (2) "Bump Back" Return: It is the intent of the parties to ensure an employee is not laid off indefinitely without a means of exercising his seniority to return to the plant. Therefore, on the first Monday of February employees who have been laid off and unable to "free bid" will be eligible to bump back into the classification from which they took optional layoff.

Employees who desire to return will advise the Personnel Department thirty (30) days in advance. Employees surplused from the classification as a result of this "bump back" will be handled in accordance with Article XIII, Paragraph (14).

- (c) If enough employees do not take optional layoff, a surplus will be implemented in the appropriate classification(s).

- (d) SURPLUS: Employees declared surplus will be handled in accordance with Article XIII, Paragraph (14).

The Company will notify the affected Division Representatives at such time as this provision is scheduled to become applicable.

**ARTICLE IX**  
**HOURS OF WORK**

1. The normal hours of work will be eight (8) hours per day and forty (40) hours per week.
2. The work week shall begin with the shift starting nearest Sunday midnight and end with the shift ending nearest the following Sunday midnight.
  - (a) The workday shall be the twenty-four (24) hours following the employees regularly scheduled shift starting time.
3. In case of an emergency, production requirements or material shortages, the Company may schedule more or less than the normal workday or workweek.
4. The starting times and the work schedules will be determined and established by the plant manager. The employee's shift may be changed due to work requirements or particular skills of the employee necessary to do the work available.
- \*5. Employees working the hours between 4:00 p.m. and 8:00 a.m. will be paid twenty three cents (\$.23) per hour extra for such hours worked on the regularly scheduled shift.
6. The designation of certain jobs or operations as being Continuous Operations, and the question of providing adequate relief, shall be determined by the Company. When personal relief is necessary on jobs classified as Continuous Operations, it will be on the basis of man-to-man relief. No employee will leave his job station until relieved.
7. Time and one-half shall be paid for all work performed over eight (8) hours in any twenty-four (24) hour period and for over forty (40) hours in any one (1) workweek. Overtime payment is outlined above shall not be paid when such overtime hours result from a temporary shift transfer made at the request of an employee.
8. Time cards will not be rung out before the end of the regularly scheduled shift.
9. Hours paid for at a premium rate will not be counted again in computing hours worked for any reason. Hours not worked for any reason shall not be counted as hours worked for the purpose of computing overtime except as provided for in Article X, Paragraph 3, and Article IX, Paragraphs 20-23.

10. Foremen will endeavor to maintain an equitable distribution of hours at all times. Under normal circumstances, when regular or overtime hours are available on a classification, such hours will be offered to the available qualified employee in that classification who has the least amount of hours charged to him. If all the available qualified employees in that classification refuse the hours, they will then be offered to the available qualified employee in the department who has the least amount of hours charged to him if the hours are still available. If an error is made in the offering of overtime hours, the Company will offer the unsolicited employee the next available opportunity to work. Should he refuse, the overtime solicitation will begin again in normal rotation. Another method for soliciting acceptance of overtime hours may be utilized by mutual agreement between the Union Division Representative and the Department Manager for that area.
  - (a) Should a group of employees in a classification have the same numbers of hours charged to them, when regular or overtime hours are available, such hours will be offered to the employee who is oldest in point of plant-wide seniority and so on down the list.
  - (b) When it is necessary to send people home early within their regular eight (8) hour shift, the following procedure should be used: The high-hour men in the classification are sent first. If regular hours are even, the high seniority man is contacted to see if he wants to go home first or not.
11. The various departments will have a current available hours record showing separately straight-time hours, time-and-a-half hours, double-time hours and triple-time hours. Such record will be made available to employees of that department or to the designated Union representative for that department for their review or request.
12. When it becomes necessary to reduce the figures on the hours chart, the division representative and the general foreman will mutually agree on the number to be deducted. The hours shall be reduced the same amount for each employee in the department. On the second (2nd) Monday of January each year, the hours charts will be zeroed.
13. An employee on vacation, sick leave, excused absence or temporary transfer will be charged with the number of regular hours that his job or department has scheduled to work while on such absence.
  - (a) Any employee referred to above shall also be charged with any time-and-a-half, double-time or triple time hours that he would have been asked for had he not been on vacation, sick leave or excused absence.

14. When an employee transfers from one job classification to another he shall be charged with the average number of hours of the employees in the assigned classification. The average hours shall be determined by dividing the total hours of the high and low employees in the classification. A new employee will be charged with the highest number of hours in his assigned classification.
  - (a) Any new or transferred employee placed on, or bidding on, a job on which there are no employees will be charged with the average amount of hours of the employees in that department.
15. Hours worked or refused on a job outside a job classification over and above his regular shift hours will be charged to his classification.
16. Any employee temporarily assigned to work outside of the bargaining unit shall, upon his return to his regular job, be charged with the average number of regular and overtime hours charged to his classification during his absence from his regular job.
  - (a) The Company may use a production employee to fill in as a foreman on a temporary basis. The work "temporary" shall mean thirty (30) days worked in a calendar year unless it is mutually agreed by both parties to continue for a longer period.
17. When maintenance men are needed for overtime in continuation of their regularly scheduled shift to complete a job, it is understood, the employees performing the job may finish the work without regard to their position on the equalization of hours chart.
18. Weekend work schedules will be posted on Thursday at 3:00 p.m. if possible.
19. All time paid for as provided in this Agreement, the Pension and Insurance Agreement, regular SUB payments for an employee returning from layoff, either by the Company or the Local Union shall be credited as time worked for the purpose of computing overtime.
20. All regular and available overtime hours will be equalized on a job basis. Hours refused shall be charged as hours worked for employees refusing. It is understood by all parties that hours cannot be equalized where a man's qualifications or knowledge of a job prevents him from being assigned to a particular job.
  - (a) Should overtime hours become available outside an employee's classification after the employee has refused hours in his classification, then it is agreed that the hours will be offered to the employee by the hours charts. The same procedure would be followed if out-of-classification hours become available

first.

21. An employee called in for emergency work between the end of his last regular shift and the start of his next regular shift and who works a minimum of six (6) hours during such emergency shall have any hours not worked on his next regular shift counted as time worked in computing overtime for such week. This also applies to an employee who works as many as six (6) hours overtime after his regular shift during such emergency work.
22. Standard daily hours not made available during the first five (5) days of the week shall be counted as hours worked for the purpose of computing weekly overtime payment.
23. On startups and shutdowns that are two (2) hours or less, it is agreed that the employees from the regular shifts starting up or closing down the operations will be asked according to their hours.
24. All hours that are paid by the Company as a result of a grievance will be charged to the employee at the time the grievance is paid.

**ARTICLE X**  
**HOLIDAY PAY**

1. The Company will pay all employees who have completed their probationary period who do not perform work for the Company on the following holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Day After Thanksgiving Day
- (8) December 24th
- (9) Christmas Day
- (10) December 26th
- (11) December 31st

Such pay will be calculated on the following basis, subject to the conditions and requirements set forth below:

- \* (a) The Company will pay those employees who qualify eight (8) hours multiplied by his day work rate of the job if a day worker or measured hourly rate if a measured standard worker, plus the night shift bonus to which his scheduled shift would entitle him. Such hours will be included in any computation for the Performance Based Compensation Program. Any applicable "at risk" wages may be earned back for holiday hours.
- (b) An employee on progression rate shall have the day work rate of the job if a day worker or his hourly rate if a measured standard worker used in computing his holiday payment.
- (c) An employee shall not be eligible for such pay if he fails to work his last scheduled shift prior to and his first scheduled shift after such holiday unless absence is due to personal injury, proven unavoidable illness of the employee or unavoidable illness or death in the immediate family.
- (1) "Immediate family" shall be interpreted to mean those covered under the funeral leave provisions.
  - (2) "Proven unavoidable illness" shall be interpreted to mean that the burden of proof rests on the employee.

- (3) When an employee is excused by the foreman on the last scheduled day before a holiday or on the first day scheduled following a holiday, he will not be considered as being scheduled to work and will be eligible for holiday pay.
- (d) An employee laid off during the week prior to the week in which the holiday occurs or during the week in which the holiday occurs will be paid for such holiday, provided he works his last scheduled shift and would otherwise have qualified for holiday pay had he not been laid off.
  - (1) A laid-off employee who is recalled and returns to work during the week in which the holiday occurs, or within the succeeding work week, will be paid for such holiday, provided he works on the day he is scheduled to return to work.
- (e) Sunday shall not be considered a regularly scheduled shift or workday in determining an employee's eligibility for holiday pay. If Sunday work is accepted by the employee, it will be considered as a regularly scheduled shift or workday in determining holiday pay.
  - (1) When a holiday falls on Friday, Saturday will be an optional workday. However, if Saturday work is accepted by an employee, it will be considered a regularly scheduled shift or workday in determining holiday pay.

2. The Company will pay triple time for all work performed on the following holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Day After Thanksgiving Day
- (8) December 24th
- (9) Christmas Day
- (10) December 26th
- (11) December 31st

Under no circumstances will an employee be paid more than triple time for any hours worked during his twenty-four (24) hour workday.

3. Compensation for overtime work shall not be paid twice for the same hours of work, except that hours worked or not worked on a designated holiday which occurs during the first five (5) days of the workweek (provided such hours are compensated for as provided herein) shall be counted as time worked for the purpose of computing hours worked in excess of forty (40) hours per week.
4. When any of the specified holidays fall on Sunday, the following Monday shall be observed as the holiday.
  - (a) When December 24th falls on Sunday, Saturday will be observed as the holiday.
5. When an employee works overtime on a holiday in a continuation of his shift prior to the holiday or immediately prior to his shift following 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 up to a maximum of two (2) hours shall not be deducted from the holiday pay herein provided. All other time paid for at the rate of triple time shall be deducted from the hours on which such holiday pay is based.

**ARTICLE XI**  
**REPORTING PAY**

1. An employee reporting for work who has failed to receive notice not to report and receives less than one-half (1/2) the normal workday shall be paid for not less than one-half (1/2) the normal workday at his base rate, but will receive full credit for time worked on piecework. Reporting pay will not be paid when:
  - (a) An employee has not been notified because he was absent or on vacation at the time the announcement of no work was made or because of a complete electrical power failure which affects the entire plant.
  - (b) No material is available as a result of violation of Article VI.
  - (c) It is understood that no employee shall be required to report more than once during his workday to be paid reporting pay.
2. Employees covered by the above Paragraph 1. are required to "ring in" their time cards, report to their foreman and "ring out" their time cards if no work is available.
3. Under no circumstances will an employee be allowed to ring another's card. Any violation of this rule will be cause for disciplinary action including dismissal.
4. **CALL-IN-PAY:** Employees called in at a time other than their regular shift by reason of emergency work shall receive at least four (4) hours pay, provided such employees are recalled within a sixteen (16) hour period after the end of their regular shift. All time worked during the four (4) hour period shall be paid for at the rate of time and one-half. All time not worked during the four (4) hour period shall be paid for at straight time.
  - (a) When employees are called in to replace absentees and the hours worked are connected with their regular shift, they will not be eligible for the above-mentioned provisions.
  - (b) Premium pay for call-in hours shall not be paid for those hours that overlap scheduled shift hours.
5. For work performed by employees called in for emergency work on a premium day not scheduled in advance (Sunday and the eleven (11) recognized holidays), the premium rate will be paid for that day for a minimum of four (4) hours, regardless of the amount of time actually worked, if less than four (4) hours.
  - (a) Employees will not be required to perform work not directly connected with the emergency and may go home after completing the emergency work.

(b) Premium pay for emergency work shall not be paid for over and above the rate called for on the premium day.

**ARTICLE XII**  
**TRAINING AND JOB REQUIREMENTS**

1. The Company shall have the right to establish an incentive system on any or all jobs.
2. Employees will be expected to maintain maximum efficiency on all jobs and machine operations. If for any reason maximum efficiency cannot be maintained on the job, it should be immediately brought to the attention of the supervisor.
3. When deemed necessary, an employee may be required by the Company to transfer from his regular job to another job.
4. Employees are to assume the responsibility of reporting delays immediately to supervision. The actual time that delays start and end and the reason shall be recorded on the employees' time cards. The foreman shall sign the time cards as soon as the delay ends.
5. Employees will be required to repair any item on their own time due to poor workmanship on their part.
6. Job evaluation will be used to arrive at a uniform basic wage structure and the wage incentive plan.

**ARTICLE XIII**  
**JOB VACANCIES AND TRANSFERS**

1. Employees shall have the right to file application for transfer in the event a vacancy occurs or any new job is created. When transfers are made, the employee with the most service, provided he is qualified, shall be granted preference.
  - (a) Any employee requesting and receiving a self-requested transfer shall be limited to one (1) self-requested transfer a year. An employee with less than one (1) year's service shall not be eligible for a self-requested transfer. This shall not apply to an employee who is forced off his job. Such employee will have his bid rights returned.
  - (b) There will be no bidding between the production unit, Quality Control unit, or skilled trades classifications.
2. The following jobs will not be posted, but will be filled by promotion within the crew: Calender Operator, Oven Operator, Tuber Operator.
  - (a) If no one in the Calender, Tuber or Oven crews wants the Operator's job, it will be posted plant-wide.
3. Notices of job vacancies are to be posted for forty-eight (48) hours on the centralized bulletin board in or near the main plant lobby. Only those bids made during the time of posting shall be considered. Any openings created as a result of this procedure will then be posted for forty-eight (48) hours on a centralized bulletin board in or near the main plant lobby. The name and date of hire of the successful bidder will be posted on the bulletin board for two (2) working days. Saturday and Sunday are not included in the posting period. If no written grievance is filed with forty-eight (48) hours from the time that the name of the successful bidder is posted, the above-mentioned bid will be considered final. All bids will be made in the Personnel Office. When a person bids on a job, three (3) copies will be made; one to the Company, one to the person bidding and one will be sent to the Local Union office monthly. All bid slips will be signed by the employee and a representative of the Personnel Department.
  - (a) In the event of an error on the posting of a successful bidder, the employee involved will be notified within twenty-four (24) hours.
4. Transfer will be made without undue delay. However, in no event will employees be denied their transfers within thirty (30) working days. Any deviation to the above may be made by mutual agreement between the general foreman and the division representative.

5. In the event there is a change in the method of performing an operation or job, employees on the old method who are qualified to perform the new operation may transfer with the operation before any other transfers are made. If possible or practical, a determination of job status shall be made as soon as the job is put into operation or changed.
6. When the Company combines two (2) or more jobs into one, the oldest employee in point of service, if qualified, shall have preference on the new combined job.
  - (a) When the Company separates a job after it has been combined, employees who were affected by the combination of jobs will have original job preference.
  - (b) If two (2) or more classifications are combined while employees are on optional layoff from any of such classifications, the employees of the classifications affected will have preference on the new combined job in accordance with Article XIII, paragraph 6, of the Agreement. The combined job will be considered the job from which employees in the affected classifications accepted optional layoffs. Employees on optional layoff from the affected classification will have the same rights to the combined job under the recall provisions of the Agreement as if it were their original job or the job from which they accepted optional layoff. It is understood that if employees recalled to the combined job are not qualified or are unable to satisfactorily perform the combined job, they will be handled under the applicable provisions of the working agreement after they are recalled.
  - (c) When the Company separates a job after it has been combined and employees who are affected by the combination of jobs, who are on layoff, will have original job preference.
7. (a) Vacancies created in a classification by death, retirement, discharge, quits, and LTA's will be filled by the following procedure:
  - (1) Job vacancies created by transfers brought about by employees bidding on jobs must not exceed three (3) transfers in any one (1) chain within the department or the local plant. Any vacancy created after two (2) transfers shall be filled at the option of the local plant. However, if the third (3rd) or subsequent job in a chain is an employee's original job as defined in this agreement, such job will be filled by original job bidders only. In the event he does not claim his original job, the job may be filled at the option of the company.
- (b) Vacancies created in a classification by an increase in manning will be filled by the following procedure:

- (1) Job vacancies created by transfers brought about by employees bidding on jobs must not exceed two (2) transfers in any one (1) chain. Any vacancy created after one (1) transfer shall be filled at the option of the local plant. However, if the second (2nd) or subsequent job in a chain is an employee's original job as defined in this agreement, such job will be filled by original job bidders only. In the event he does not claim his original job, the job may be filled at the option of the Company.
- (c) In order to speed up this process, the forty-eight hour limitation on return rights may be waived.
8. An employee may withdraw his bid anytime within the period the job is posted.
  - (a) It is understood that after an employee has been awarded the job to which he bid, he shall not be allowed to withdraw his bid and must, therefore, transfer to the job he was awarded.
9. An employee bidding on and accepting a job assignment or a surplus employee who fails to perform satisfactorily on the new job or who is found to be unqualified shall be given his choice of available job openings on which there are no bids and he is qualified to perform. Such choice shall not be considered a self-requested transfer. However, before an employee is determined to be unqualified, his status shall be reviewed with the division representative or the negotiating committee. Should there be no openings, he may displace the employee with the least service in the plant provided he is qualified; otherwise, he shall be laid off and recalled in accordance with Article VIII, paragraph 3. (a). However, said employee shall not have his bid rights restored until one (1) year from time he bid.
10. If it is necessary to layoff employees, jobs created by such layoff will be filled by surplus employees according to their seniority. Such jobs will not be subject to posting.
11. An employee who no longer is capable of satisfactorily performing his job because of advanced age, ill health or injury shall be given a job for which he is qualified.
  - (a) The employee referred to above shall bump the youngest employee in the point of service regardless of the number of jobs for which he is qualified to perform provided his seniority entitles him to such job.
  - (b) Employees who are transferred under the provisions of Paragraph 11, above, shall be frozen on the job and shall not be permitted to work regular or overtime hours outside their classification. The above restrictions shall remain in effect for a minimum of twenty-four (24) months following each placement. Thereafter said restrictions shall continue in effect until the medical limitations are removed based upon satisfactory medical evidence.

Employees transferred under the above restrictions shall not have the right to bid on jobs except those within their restrictions and only in accordance with Article XIII, Paragraph 1, and 1 (a) with the understanding that each medically restricted placement will be considered a self-requested transfer.

Should there be a curtailment in their classification or department they will be transferred or laid off in accordance with their seniority and medical limitations. The employee will be required to have his medical letter updated every six (6) months by a doctor. Copies of the doctor's report will be furnished to the Local Union. Exceptions to the doctor's report every six (6) months may be made by mutual agreement.

- (c) Any employee transferred as a medical transfer must present proof from a medical doctor confirming his medical restrictions. When any employee becomes medically restricted, he will, after seven (7) days following the presentation of medical restrictions, be assigned a job for which he is qualified consistent with his seniority. Should the employee be unable to perform the job on which he is placed, he will be laid off. During this period of layoff, he will become eligible for SUB as a medically restricted employee awaiting suitable placement; the first vacancy for which he is qualified to perform will be frozen and he will be placed on such vacancy by mutual agreement between the parties.
- 12. Employees having the most seniority with the Company shall be entitled to shift preference in their established classification.
  - 13. All new employees shall be placed on their respective shifts as soon as they can perform the job without assistance or within a forty-five (45) working day period from hiring date.
    - (a) Where possible, employees bidding will be trained on the shift their seniority entitles them to.
  - 14. When an employee is declared surplus or is forced to leave his job or department because of job abolishment or curtailment or production necessitating a reduction in the number of employees on the job, the employee or employees affected and qualified shall have the right to jobs held by the employee or employees with the least seniority in their department, plant or available job openings. On available job openings, the surplus employee or employees will only get the job if their seniority entitles them to it. When two (2) or more employees are surplusd at the same time and elect to displace the least seniority employees in the department or plant, the surplusd employees will be allowed to choose on a seniority basis from the jobs being vacated by such displacement.

- (a) If the employee or employees affected as referred to above elect to take the available job opening or openings, they shall not be considered a self-requested transfer.
- (b) If the employee or employees affected as referred to in Paragraph 14 displace the youngest employee or employees in the department or plant, it is understood it shall not be counted as a self-requested transfer.
- (c) An employee who is forced off his job due to a curtailment on his job or within the plant shall have preference to any opening which may occur within twenty-four (24) months following such curtailment. The opening shall be posted and the employee referred to above shall have preference provided he bids on the job at the time the job is posted. Any employee failing to bid shall forfeit his right to his original job. The bid shall not be considered as a requested transfer and his service shall apply immediately. An employee who is absent at the time the job is posted will not lose his right to a subsequent bid provided it occurs within the twenty-four (24) month period.

Original job referred to above shall be the last job an employee bid on or the job he was hired for. The only exception being a temporary "A" job or temporary "B" should the employee fail to become permanent.

- (1) Should an employee be surplused to another classification and in the interim a vacancy occurs on his original job and he fails to exercise return rights, the job to which he was surplused shall become his permanent job.
  - (2) An employee surplused to another classification and remains in that classification for a period of twenty-four (24) months, said classification will become his permanent job.
- (d) An employee who feels that his original job will be posted for bid during his vacation period or during an absence, may submit a bid card for the job to the Personnel Department prior to or during his absence.

15. Employees who bid on temporary jobs shall be treated as follows:

- (a) The first temporary job is that of an employee who is off from work because of sickness, injury, leave of absence, full-time Union business, Credit Union business or discharge. These employees shall have their jobs posted as temporary and when they return to work shall be given their original job. The employee who last bids on this temporary job shall have a choice of any job on the board consistent with his seniority or the youngest employee in the plant or any unfilled job openings for which he is qualified. It is also understood that they will return to the machine, table, or run that they held at the time they left work. Their machine, table, or run may be filled by the other employees in the

classification with the understanding that when the employee who is off work returns the employee who has taken his machine will not have return rights to his machine, table or run but will take what is left.

- (1) It is further agreed that the only situation where a temporary "A" job bidder will be allowed to become permanent is if he the employee does not return to work. If the employee returns to work under medical restrictions and is placed on another job, he will be considered to have returned to work and his temporary job must be posted for permanent bid. To hold the job, the man who is on this temporary "A" job must bid on the permanent job and shall not be allowed to hold the job unless he is the most senior employee bidding on the permanent job.
  - (2) It is further understood that the Company will furnish the Local Union president with a list of all persons who are temporary "A" employees each month.
- (b) The other temporary job is one or more jobs that is created because of excess work in a classification. The employee who bids on and is awarded this job shall work thirty (30) days in order to make it a permanent job. If he does work on the job thirty (30) days and the Company surpluses employees, then it shall be the youngest employees on the job who are surplus. If the bidder doesn't work on the job for thirty (30) days and employees are surplus, it shall be the bidder who is surplus. Any deviation to the above may be made by mutual agreement between the Division Representative and the General Foreman involved.
16. In the application of this Agreement, it is understood that surplus employees will be allowed to fill a job opening only when they have sufficient seniority. As an exception to this application, a medically restricted employee who cannot bump into a job which his qualifications, seniority, and restrictions entitle him will be entitled to any job on the board providing no one has return rights to that job even though his seniority may not otherwise entitle him to such job.
  17. An employee shall have the right to bid jobs which are posted during his vacation period or during an absence not to exceed one hundred and eighty (180) days.
  18. At the same time a job vacancy is posted on the centralized bulletin board, the machine, run, or table vacancy will be posted in the department unless otherwise provided in this Agreement or mutually agreed by the Division representative and general foreman.
  19. Seniority credit on the bid job will accrue from the date of bid acceptance. The rate of progression will start when the physical transfer is made.

**ARTICLE XIV**  
**VACATIONS**

During the life of this Agreement, employees shall qualify for vacation with pay under the following terms and conditions:

- |    |                                  |                        |
|----|----------------------------------|------------------------|
| 1. | <u>Years of Credited Service</u> | <u>Pay Eligibility</u> |
|    | 1                                | 2 wks (80 hours)       |
|    | 5                                | 3 wks (120 hours)      |
|    | 15                               | 4 wks (160 hours)      |
|    | 20                               | 5 wks (200 hours)      |
|    | 25                               | 6 wks (240 hours)      |
2. Vacation will be based on forty (40) hours per week of vacation eligibility. Vacation pay will be based on forty (40) hours (one week) at the employee's current gross amount (without the "at risk" deduction).
  3. The vacation period shall be on a calendar basis from January 1 to December 31 inclusive. Employees will become eligible for vacation with pay on the first anniversary date of their employment. Thereafter, as of January 1 of each year, such employee shall become eligible for vacation for the current year provided the employee works and is on the active payroll at least one (1) day during the current year.
  4. Vacations shall be scheduled by the Company at such times as will not interfere with the continuous and orderly operation of the plant. The Company will give preference to the employees in selection of vacation periods on the basis of their seniority in their respective departments and classifications, provided that the remaining employees will work the necessary hours.
  5. Vacation shall be taken between January 1 and December 31, both dates inclusive.
    - (a) It is understood that employees who elect not to exhaust their entire vacation with pay during the normal vacation period as prescribed in Article XIV, paragraph 7, will be permitted to extend up to and including two (2) weeks of said vacation into the succeeding year. In no event will more than two (2) weeks be used as a carry-over during any vacation period, and the employee's regular vacation will be exhausted as outlined in this Agreement. It is further agreed that in the following vacation period, the weeks carried over from the previous year shall be taken first.

6. In the event an employee is on vacation and it becomes necessary for him to attend the funeral of a relative, the vacation schedule shall be extended by the number of days he is eligible for payment, provided he notified his foreman promptly of the funeral. If he does not extend his vacation, he will be paid for the maximum number of days provided under Funeral Pay provision.
  - (a) An employee on vacation who is required to serve jury duty, as provided in this Article may extend his vacation up to the number of days he serves on jury duty during said vacation, provided he notifies his foreman in sufficient time for the foreman to secure a replacement.
7. The Company may schedule a shutdown for vacation purposes during April, June, July, or December in conjunction with the Christmas Holidays.
  - (a) In the event two (2) weeks of vacation are scheduled, one (1) week will be scheduled during the month of December, unless mutually agreed otherwise. The Company will advise the Union by February 1st of the vacation year if it intends to have more than one (1) shutdown.

Further once the Company has advised the Union of its intent to have vacation shutdown, holidays that fall within the vacation shutdown(s) may be scheduled at the Company's discretion or designated by the Company to be used as personal day(s). The Company will advise the Union as to whether the holiday will be moved, the vacation period will be extended or whether day(s) will be observed as personal day(s). If personal day(s) are scheduled, they shall be scheduled in the same manner as day-at-a-time vacation between February 1st and the end of the calendar year or paid in lieu thereof at the employees option. The Company will advise the Union as to how the holiday(s) will be observed, no later than February 1st of the vacation year.

- \*8. Beyond vacation shutdown weeks, all vacations, including day-at-a-time, must be scheduled on a level basis throughout the year, by classification, by shift. All employees will schedule their vacation in accordance with seniority at the beginning of the vacation period.
9. Employees who are eligible for vacation and who are off because of sickness, accident or injury collecting S & A or 80% makeup pay will be permitted to collect vacation pay due them in lieu of vacation not taken.
10. In case of the death of an employee who has worked but has not taken a vacation in the year in which he dies, the vacation pay will be paid to the beneficiary. Such beneficiary shall also be paid the vacation pay that is to be determined on a prorate basis since the start of the vacation period in which his death occurred. The beneficiary will be the one designated on the employee's group life insurance records.

11. If a holiday(s) occurs during an employee's vacation, he may extend his vacation by the day(s) providing proper arrangements are made with the foreman prior to taking his vacation or be paid in lieu of extension, if he desires.
12. An employee who is out on illness when his scheduled vacation comes due will be permitted to reschedule his vacation at a later date provided such vacation is scheduled in accordance with paragraph 8 above.
13. In addition to any vacation to which he is entitled pursuant to the above eligibility provision, an employee who is retired at the end of the month in which he accepts a pension as outlined in the Pension and Insurance Agreement will be entitled to vacation pay to be determined on a prorata basis from the start of the vacation period in which he retired.
14. During periods of layoff employees will not be required to take their vacations with pay.
  - (a) Should an employee elect to take his vacation with pay immediately following layoff, such pay will not be allocated to any week of employee's layoff and he will be allowed to collect his vacation pay along with whatever S.U.B. benefits he may be entitled to.
  - (b) It is understood that while on layoff employees will be granted their vacation with pay by making application for such at the Personnel Office.

**ARTICLE XV**  
**WORK STANDARDS AND WAGES**

1. Except as hereinafter provided, the general wage scale and the differentials in the various rates contained therein such as base rates, percentage allowances, day work rates, hourly rates, and hiring rates in effect immediately following the effective date of this Agreement will remain in effect for the life of this Agreement. Nothing in this paragraph shall be interpreted as prohibiting the Company from establishing work standards on any job.
  - (a) Newly established work standards, benchmarks, percentage, and allowances as set forth in Paragraph 1, above shall be made a part of the Agreement.
  - (b) It shall be a function of management to determine the method of procedure used in performing an operation. Rates shall be established to conform to this method and procedure.
    - (1) All workers shall adhere to the method procedure.
2. In establishing permanent work standards for new jobs or operations or for changed jobs or operations, the following procedure will be followed:
  - (a) The foreman of the department or a Company representative shall furnish a copy of all new or revised methods procedures to the Union representative on the shift where the job is to be studied at least twenty-four (24) hours prior to the Industrial Engineering Department making a study of the operation or job and the shift representative will return the copy of the procedure to the department foreman.
  - (b) The Union Standards Representative, Union division representative, and the Union representative on each shift shall be properly notified in writing of the posting of all new work standards, work standard changes, and methods or procedure changes in his department. The notice shall contain a list of elements added, deleted, and changed and other changes affecting the work standard as well as the old and new work standards.
    - (1) Work standards which are to be permanent shall be effective after being posted one (1) day. To be counted as a working day, the work standard shall be posted by 12:00 noon. Temporary work standards shall be effective immediately.

### **3. Work Standards Procedure**

The Union, the Company and the employees recognize and agree that in order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Company must maintain or improve its competitive position through maximum productivity and minimum costs; and further agree that the Company will be supported in its efforts to improve productivity, eliminate waste, conserve materials and supplies, and improve quality of workmanship, and that employees will provide a good performance effort toward measured work.

#### **(a) Basic Plan**

The basic work standards procedure shall be a work standard plan in which the work standard will be expressed in terms of standard hours for a specified quantity of production. However, other suitable time standards may be used in those situations where the standard hour plan is inappropriate by mutual agreement between the Company and the Union.

(b) With the installation of the work standards procedure, the prior wage incentive system, including all contract agreements, grievance settlements, memoranda or letters of understanding, minutes and past practices relating to the establishment of standards of the payment of employees under the prior incentive system and any and all matters related thereto, whether written or oral, became null and void. Any new agreement must be in writing and signed by both parties.

#### **(c) Establishment of Standards**

(1) Work standards established after the effective date of this Agreement may be established by any accepted industrial engineering technique such as timestudy, standard data, predetermined time systems, or a combination of these. A minimum personal, rest and unavoidable delay allowance of fourteen percent (14%) will be applied to each standard. Allowances over and above the minimum will be applied when circumstances and conditions on the job warrant.

#### **(d) Changes in Work Standards**

All work standards in effect shall remain in effect unless the standard shall become inapplicable and subject to replacement or revision resulting from changes of methods or procedures including, but not limited to, feeds, engineering or specification changes, speeds, tooling, material, work place

layout, quality level, or an accumulation of any such changes which in total affects the time standard by three percent (3%) or more. Clerical or arithmetic errors will be corrected when found.

**(e) Calculation of Measured Performance**

Measured Performance will be calculated for each employee for the total hours worked against an established standard during each workday.

- (1) The one-half (1/2) Overtime calculation under the work standard procedure will be based upon the employees hourly rate during the same overtime period.

**(f) Temporary Standards**

When not practical to set a permanent work standard, a temporary standard may be established until a permanent standard can be established. A temporary standard shall become void after thirty (30) days absent mutual agreement.

**(g) Payment for Loss of Time**

- (1) Delays may occur which are beyond the control of the operator because of equipment failure, power failure, lack of material or other causes. When the employee reports such delays to his supervisor and is not then transferred or reassigned to other work, he will receive payment for the delay at his downtime rate. Delays of less than six (6) minutes and the first six (6) minutes of each delay which equals or exceeds six (6) minutes (up to a maximum of two (2) occurrences as set forth below) shall not be accumulated during the day and are considered compensated for by appropriate allowances in the standard.
- (2) The downtime rate will be calculated at 80% of the employee's base hourly rate. This downtime rate will be paid for all time charged to out of material (038) machine delay (039) and unusual working conditions (017).

**(h) Measured Performance Groups**

Incentive plans under the work standards procedure shall normally be based upon individual performance. However, for some operations the Company may decide that individual measurements are not practical and that the only practical measured performance procedures must be administered on a group basis. In such cases the total performance hours earned by the employees comprising the group shall be divided among the participating members of the group in proportion to the hours spent in the group by each.

**(i) Payment for Work Not Measured Against A Work Standard**

All employees will be paid the applicable hourly rate for all time charged to the following circumstances:

- in plant hospital 022
- outside hospital 023
- all rework including scrap allowance 016, and
- rework without work standards 034
- all work before new work standard is set 150, 175
- labor training 018
- employee involvement 051B
- Vice Pres. + Union Benefit 027
- 3 letters, USRs and V.P. 028A
- experimental 050
- training allowance 051A
- Safety Committee 055A
- Joint Safety, United Way, etc. 055
- hearing test 022A
- Union business 028
- Company called meetings 043
- holiday pay
- wash-up payment 040
- paid lunch 060

**(j) Supplemental Work Standards**

When an employee working on a new work standard encounters continuing off-standard conditions of a temporary nature which are significantly affecting his performance, i.e., equipment malfunctions, etc. he may request through his supervisor that Industrial Engineering establish a supplemental work standard to compensate for the off-standard condition for the duration of such condition. Any supplemental work standard under this Section shall be applicable only so long as the unusual conditions, for which they were established, continue to exist. Where a supplemental work standard is not applied (i.e., duration of condition insufficient to establish supplemental work standard), the duration of the recognized condition will be compensated at the applicable hourly rate.

- (k)** It is understood that employees sent home prior to the end of their regular shift will receive an earned lunch period. If a man is sent home in the first four (4) hours of his regularly scheduled shift, he will be paid a twenty-four (24) minute lunch period. If he does take his lunch break and is sent home, the Company owes him no lunch period pay.

- (l) On measured jobs, a .4 hour lunch payment at the applicable hourly rate will be made to employees when converted to measured standards when working their full scheduled 8-hour shift.
- (m) Work standards will have a minimum performance opportunity of 125%, and that performance level will constitute expectancy. That same minimum performance will be 132% for continuous operations, i.e., tubers, calenders.
  - (1) Attainment of the above performance levels for the duration of an employee's shift will not permit an employee to cease working prior to the end of his shift.
- 4. Established labor grade assignments for daywork and measured jobs shall not be changed unless there is a change in job content which would affect such labor grade assignments.
- 5. (a) In the event of a disagreement over the labor grade assignment of a new or changed job (daywork or measured) said disagreements shall be subject to the grievance procedure.
  - (b) The current job evaluation system will be continued in effect unless the parties mutually agree to change the system.
- 6. **FACTORY INJURY OR ILLNESS** - Time lost by an employee in reporting for the first treatment of an occupational injury or occupational illness shall be paid for by the Company at the employee's hourly rate.
  - (a) When an employee is instructed by a doctor, the medical department or supervision to report back for the treatment of an occupational injury or illness, he will be paid his hourly rate if it occurs during his regular shift.
  - (b) When it is necessary for an employee to leave the plant for the treatment of an occupational injury or illness, and he is unable to return to work on the shift during which he suffered the injury or became ill, he shall be paid his hourly rate for the remainder of the shift.
- 7. The Company reserves the right to utilize lost time with work where-ever practical.
- 8. When an employee is required by the Company to transfer temporarily from his regular job to another job, he shall be paid in accordance with the following:
  - (a) When a measured worker or a dayworker is temporarily assigned to a measured work operation in another Labor Grade he will receive either the

hourly rate of his Labor Grade or the hourly rate of the Labor Grade to which he is assigned, whichever is higher.

- (b) When a measured worker or daywork employee is temporarily assigned to a daywork job in another Labor Grade he will receive either the hourly rate of his Labor Grade or the daywork rate of the Labor Grade to which he is assigned, whichever is higher, for the period of the temporary assignment, provided, however, that the performance of miscellaneous duties within or incidental to the measured standard classification, including cleanup and duties assigned during downtime occasions shall be paid at the measured hourly rate.

9. The word "temporarily" shall be construed to mean up to thirty (30) days worked. After thirty (30) days, the job is to be construed a permanent job and subject to posting unless it is mutually agreed by both parties to continue for a longer period.

10. Practices in regard to length of time or progression, hiring rates and amounts of pay in the handling of permanent transfers shall be as follows:

- (a) When an employee bids on a job and is transferred to that job, he shall receive the transfer rate of the job to which he is transferred.

- (1) When an employee bids on a daywork job and is transferred to that job and receives the transfer rate of the job to which he is transferred, he shall have his hourly rate increased forty cents (.40) per hour for each ten (10) days worked until he reaches the daywork rate of the job. However, when he performs the job in an experienced manner, he shall be raised to the daywork rate of the job.

- (2) Any employee transferring to a measured job that has no work standard shall be paid the transfer rate of the job to which he is transferred and his hourly rate shall be increased forty cents (.40) per hour for each ten (10) days worked until he has reached the base rate of the job. After ten (10) days worked at the base rate of the job, he shall receive the hourly rate of the job. At this time, the employee is considered experienced on the job. When an employee has had experience on the job, or similar job, and in the opinion of the foreman is performing the full requirements of the job, he will be paid the hourly rate of the job.

- (3) Any employee transferred to a measured job that has work standards shall receive the transfer rate of the job to which he is transferred. He shall be increased forty cents (.40) per hour for each ten (10) days worked until he has received the base rate of the job to which he is transferred. However, when an employee has earned a hundred and twenty-five percent (125%) of measured standard for two (2) consecutive days, or any three (3)

days, he will be classed as experienced and paid as such. Under unusual and extenuating circumstances an employee may be given special consideration by mutual agreement of the Department Manager and the Division Representative.

- (4) A new employee assigned to a measured job that has no measured rate shall be increased forty cents (.40) per hour for each ten (10) days worked until he reaches the base rate of the job. After twenty (20) days worked at the base rate of the job, if the job is not then on measured rate he shall receive the hourly rate of the job.
  - (5) A new employee assigned to a daywork job shall be increased forty cents (.40) per hour for each ten (10) days worked until he has attained the daywork rate of the job to which he is assigned. However, when he performs the job in an experienced manner, he shall be raised to the daywork rate of the job.
11. If it is not possible to provide sufficient coverage on an measured job, the Union reserves the right to raise such problem jobs for discussion or whether such jobs should be converted to daywork or combination jobs. Any dispute will be subject to the grievance procedure.
  12. UTILITY EMPLOYEES
    - (a) The Utility classification will be guaranteed the day work rate of his classification. While on a measured rate, he will be treated in accordance with the measured work standard procedure as a measured worker on a temporary assignment.
  13. All employees on measured work who have reached the base rate of the job shall be guaranteed the base rate as a minimum on a daily basis. It is understood that this guaranteed base rate shall not be paid when an employee's earnings fall below 100% due to voluntary limitation of production.
  14. The Company does not intend to cover maintenance employees with measured standards under the work standards procedure.
  15. All jobs which have work standards posted will be paid the hourly rate of pay. Any job for which work standards are established in the future, will be paid the hourly rate of pay. Any job for which work standards are removed will be paid any hourly daywork rate of pay.

16. The parties agree to implement, effective February 1, 1994, the Performance Based Compensation Program designed to focus on three factors including productivity, quality, and ticket attainment. The program places a portion of employee's wages "at risk" with an opportunity to earn back 100% of those wages based on the monthly performance of their respective teams and the total plant.

**ARTICLE XVI**  
**ABSENTEEISM**

1. When an employee is reporting off under normal conditions, he is expected to call the gatehouse at least one (1) hour before the start of his scheduled shift.
2. Under normal conditions, an employee reporting back to work after having been off is expected to call the gatehouse at least one (1) day ahead of his return to work.
3. Chronic absenteeism will not be tolerated by the Company and may result in disciplinary action up to and including dismissal.

**ARTICLE XVII**  
**MECHANICAL, MAINTENANCE, POWERHOUSE**  
**AND STOREROOM CLERK DIVISION**

1. An employee hired into the maintenance department as experienced or as a journeyman in his classification may be hired at second-class hourly rate of the job. Upon completion of his probationary period, he shall be at the first-class hourly rate or shall be dismissed.
  
2. Any employee hired into the maintenance division shall be assigned to the day shift for a period not to exceed forty-five (45) working days. At the end of this period he shall be assigned the shift his seniority entitles him to.
  
3. A dispute that arises over general maintenance work that cannot be settled by the Union representatives and the foreman will be reviewed by the general foreman, division chairman and president of the Union for a final and binding decision. The employees involved will perform the assigned work until such decision is made. The Company will abide by it.
  
4. The Company agrees to recognize and honor accredited URW and USWA Journeyman cards and the Company further agrees to give preference in hiring to those individuals holding such cards.
  
5. The Company agrees, when requested by an employee or his accredited Union representative, that it will issue a letter signed by an appropriate Company representative certifying the work record of the employee for the purpose of making application for a USWA Journeyman card.
  
6. Whenever the Company installs new equipment or machinery or modernizes existing equipment or machinery to such an extent that it will require additional skill or knowledge on the part of employees in the Maintenance Division of the plant who are required to maintain such machinery or equipment, the Company will provide, at its expense, an adequate training program for the required employees involved to enable them to maintain the new or modernized machinery or equipment.

7. An employee who is required by the Company to furnish the standard tools of his classification of work shall have such tools replaced by the Company without cost to the employee, if they are broken or worn out in the performance of his work. The broken or worn out items must be turned into the Company for replacement.

(a) Employees covered by the above provision shall submit an inventory of their standard tools to the head storekeeper to be reconciled. A copy of such inventory is to be left for the Company's records and a copy is to be retained by the employee.

(1) When new tools are added by the employee, they must be listed on the Company's inventory, otherwise they will not be eligible for Company replacement.

(2) Tools that are lost or stolen will not be replaced by the Company.

(3) If the tool broken is a premium tool (Channel Lock, for example) and it is turned in to the maintenance foreman for replacement, it will be replaced in kind. Any other tools of non-premium variety that are broken will, upon presenting them to the maintenance foreman, be replaced with Craftsman or comparable brand.

(b) An employee in a skilled classification who is required by the Company to use a tool pouch and belt as a "tool" of his classification of work shall have the pouch and/or belt replaced by the Company without cost to the employee if it is worn out in the performance of his work. The worn out pouch and/or belt must be turned in to the Company for replacement.

(c) The Company may add to the list of standard tools each skilled classification is required to furnish at any time.

8. Maintenance employees shall have the right to file application for transfer in the event a vacancy occurs within their classification. When transfers are made, the employee with the most service, shall be granted preference.

(a) An employee requesting and receiving a self-requested transfer shall be limited to one (1) self-requested transfer a year. An employee with less than one (1) year's service shall not be eligible for a self-requested transfer. This shall not apply to an employee who is forced off his job. Such employee will have his bid right returned.

(b) There will be no bidding between the production unit, Quality Control unit, or maintenance classification.

- (c) Vacancies will be posted in accordance with Article XIII, paragraph 3.
  - (d) Article XIII, paragraph 7(a) (b) (c) will not apply to maintenance vacancies. Job vacancies created by transfers brought about by employees bidding on maintenance jobs must not exceed two (2) transfers in any one (1) chain. Any vacancy created after two (2) transfers shall be filled at the option of the Company.
  - (e) When an employee is declared surplus, he will be transferred in accordance with Article XIII, paragraph 14. Employees will only be allowed to displace employees within their classification. Employees within the maintenance technician classification will not be allowed to displace employees outside their basic craft unless they are determined by the Company to be qualified to perform the work of that basic craft.
9. When sufficient production equipment is being operated within the plant on weekends or holidays, it is understood that at least one (1) General Maintenance employee will be scheduled. It is further understood that said General Maintenance employee can be utilized elsewhere at management's discretion.
10. Maintenance work may be transferred to production departments if it is practical and efficient to do so.

**ARTICLE XVIII**  
**GENERAL RULES**

1. Employees on hourly or measured standards jobs may not leave the plant at anytime without first ringing out. Employees who leave the plant at other than shift change must first receive permission from their foreman or plant nurse.
2. In the event any provisions of the Agreement are found to be in conflict with federal or state laws now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without affecting the remainder of these provisions.
3. No employee shall be recognized as a departmental representative, division representative or member of the Union plant negotiating committee until the manager of Industrial Relations at the local plant has been notified.
4. No organization changes involving temporary foreman, floor foreman and general foreman will be recognized until the division representative of the division affected is notified.
5. The Company shall have the right to place a number of trainees throughout the plant. These trainees shall be used for educational and self-training purposes. They shall not displace actively employed employees.
6. Failure to punch in or out must be reported to the supervisor as soon as noticed. Repeated failure to punch the timecard properly will be cause for disciplinary action.
7. A pay deduction of the nearest one-tenth (1/10) of an hour will be made for any tardiness of six (6) minutes or more.
8. No employee shall enter the factory more than thirty (30) minutes before his shift begins. Each employee shall be in his department and place of work at his regular starting time. No employee shall perform work pertaining to his job before starting time of shift.
9. Employees shall not leave their department before the end of their scheduled shift.
10. All employees shall be paid by check on Thursday. Should the regular payday fall on a holiday or a day when the plant is not in operation, employees will be paid on the preceding day. If an employee misses receiving his check at the regular time, he may secure it by contacting his immediate supervisor.

- (a) If an employee has a pay shortage which is caused by a Company error, a supplemental check for the amount of the shortage will be issued immediately when it is called to the attention of the Company. This also applies to SUB checks.
- (b) SUB checks will be due and paid at the same time as regular payroll checks.
11. When leaving the plant, each employee will open his lunch box and all other packages for inspection by the security officer on duty.
  12. No smoking will be permitted on the factory premises except during the employees' lunch and break periods in areas designated by management.
  13. Chewing of tobacco or snuff will not be permitted anywhere on the Company premises.
  14. On certain jobs, safety shoes may be necessary. Management will make every effort to promote means by which shoes can be obtained at reduced prices.
  15. Any employee who is not a member of the bargaining unit shall not perform work of employees covered by this contract, except for experimental purposes.
  16. If it is established that an employee, while doing assigned work and exercising due caution, sustains damage to his glasses, hearing aid or artificial limb, the Company will reimburse the employee for the cost of necessary repairs. The Company reserves the right to replace lenses broken under above conditions with safety lenses in suitable frames.
  17. Employees shall be allowed two (2) breaks of ten (10) minutes each: one (1) in the first half and one (1) in the second half of his shift. This item shall not be used as a means of increasing the rates.
  18. All employees must work until the end of their shift.
  19. The practice of compensating certain employees for eighteen (18) minutes at make-out effort for shower and wash-up time shall be established for the following classifications:
    - All Banbury employees
    - Refiners
    - Trash hauling at loading and receiving dock
    - Cement mixing and miscellaneous trucking
    - Receiving employees servicing third floor
    - Janitors assigned Banbury cleaning and sweeping full time
    - Maintenance employees who work on Banburys, carbon black systems, dust collectors and receiving

All receiving employees  
Hyster mechanics

20. The Company will furnish as many as two (2) pairs of coveralls per week to employees assigned to the following jobs:

All Banbury employees  
Receiving Department  
Oilers  
Power truck mechanics  
Janitors assigned cleaning and sweeping on second (2nd.) or third (3rd.) floors  
Maintenance employees assigned second (2nd.) floor Banbury, carbon black systems or dust collectors  
Painters-Carpenters  
Pipefitters assigned Curing  
Trash hauling at loading and receiving dock

21. When necessary, the Company will furnish the following items for use of employees on certain jobs as listed below:

Aprons for Final Finish repairmen and palletizers  
Gloves at each welding machine  
Aprons for employees handling acids  
Boots and coats for shipping and receiving when working outside  
propane gas tank filler

- (a) The Company will provide gloves to the Curing Division, mold changers, horizontal heater man in Final Finish where gloves are required, also finished goods handler, rubber cutters and compound utility. The method of providing gloves will be that the employee must turn in the worn-out gloves to obtain a new pair.
- (b) All millmen propane gas tank filler, maintenance employees assigned Curing, boiler room, service room or any work around steam piping, trimmers, salvage men in radial tire room, Banbury operators will be provided one (1) pair of gloves per week. The employees must turn in worn-out gloves to obtain a new pair.
- (c) The Company will furnish the bladder changer utility classification with two (2) pair of heat resistant gloves, not to exceed one (1) pair for each mold buggy. The employee must turn in worn-out gloves to obtain a new pair.

22. The Company will provide a bulletin board at the plant entrance for the exclusive purpose of posting Union notices and job vacancies. A bulletin board will be available in each division for the use of the Union for approved notices by the Union president, a copy of which will be furnished the Industrial Relations Department.
23. For the purpose of applying discipline for violation of departmental or Company working rules, the employee will be verbally warned in the presence of the shift representative and/or division representative. For the second violation, occurring within six (6) months, the employee may be placed on citation in writing by the foreman to the division representative and the employee. For the third violation, if such violation occurs within six (6) months of the previous violation of departmental or Company working rules, the employee may be given up to a week off and placed on probation. The Union will be notified in writing by management. The probationary period will continue for six (6) months. Further violation of departmental or Company working rules occurring within the probationary period will result in another suspension up to a week or dismissal. The Union will be given written notification of all dismissals.
  - (a) Any disciplinary action taken by the Company that is on an employee's record for more than a year shall be stricken from the record.
  - (b) In cases where disciplinary action, including verbal warnings has been rescinded by the Company, the Local Union president, division representative and the employee involved will be notified in writing.
24. Each employee will be assigned a locker and a key the first day of work. If the employee loses his key, he may obtain another through the Personnel Office.
25. Each employee will keep his locker clean.
26. All lockers are subject to inspection by management at anytime. A Union Representative will be present during the inspection.
27. The cleaning and fumigating of lockers will be done twice a year by the Company. The Company will post notices two (2) weeks prior to this being done in the locker room notifying the employees of the time of fumigation, at which time all employees will clean out their lockers. If the employee fails to clean out his locker at that time, the Company will not assume any responsibility for articles left in the employee's locker.
28. Each employee will be responsible for the equipment assigned to him and shall exercise all reasonable care for this equipment.
29. Each employee will be responsible for keeping his equipment and working area clean during his work period.

30. All employees will be expected to follow the safety rules and exercise every precaution to avoid injuries on the job.
- (a) There shall be an accident report made by the Company on all accidents reported to first aid and a duplicate copy sent to the Union office twice a month.
31. All new employees will be required to have a physical examination, at Company expense, to determine if the employee is physically able to do the work assigned. The Company reserves the right to have employees returning from sick leave or layoff examined by the Company physician.
32. Employees' timecards shall be turned in daily at the end of the shift. If a foreman believes that a timecard has been made out incorrectly, the timecard will be returned to the employee. The foreman, employee and shift representative will make a reasonable effort to settle any differences. If no satisfactory determination of the point is made within three (3) working days, the timecard shall be cleared through the time keeping department on the basis of the foreman's interpretation of correctness. However, the card must still be signed by the employee. If the point is still in dispute, the employee will make out a duplicate card and it may be processed through the regular grievance procedure.
- (a) When a foreman signs an employee's timecard authorizing any payment, it will be processed and paid.
- (b) Any mathematical error discovered on the employee's timecard will not be changed unless the employee is notified.
33. A place near the entrance to the plant will be maintained where authorized Union publications, approved by the Company, may be distributed.
34. The Company may use a production or hourly employee to fill in as a foreman on a temporary basis. The word "temporary" shall not exceed thirty (30) working days per year.
35. An employee will work his regular machine, table or run during his regularly scheduled shift if his machine, table or run is in operation. This does not take away the Company's right to shutdown any machine, table, run or operation when production requirements make it necessary. Any deviation to the above may be by mutual agreement between the general foreman and the division representatives.
36. Any Memorandum of Agreement to be valid must be signed by the division representative involved and the president or vice-president and a member of the Industrial Relations Department. The above does not apply to any issue

negotiated by the Union negotiating committee and the manager of Industrial Relations.

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

38. It is understood that any reference to timecards in this agreement does not prohibit the company from replacing "paper" timecards with any form of electronic or computerized time or payment recording or computation system.

\* 39. Employees involved in OSHA recordable accidents, or for cause, will be subject to drug testing. Employees testing positive will be subject to termination.

**ARTICLE XIX**  
**SPECIAL COMPENSATION FOR**  
**FUNERAL PAY, JURY DUTY AND MILITARY LEAVE**

1. **FUNERAL LEAVE PAY** - An employee with seniority who suffers a death in his family shall be entitled to funeral leave pay in accordance with the following:

- (a) An employee with seniority who is absent from work because of the death of a parent, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, spouse's brother-in-law, spouse's sister-in-law, grandparent, spouse's grandparent, grandchild, or a dependent who lives in the household will be paid for the time lost from his regularly scheduled work shift during a period of three (3) consecutive working days.

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

The above in-law relationships will continue to be recognized after the death of the spouse, until the employee re-marries. Divorce will terminate the in-law relationships.

Such employee shall be paid the daywork rate of the job if a dayworker or his hourly rate if a measured standards worker.

It is understood that this payment shall coincide in time with the death for which such payment is made.

2. **JURY DUTY** - If it is necessary for an employee with seniority to serve on a municipal, county, federal or grand jury, or be examined at a specific time as a juror, the Company will pay the employee the difference between the amount paid for such service and his day work rate of the job if a day worker or his hourly rate if a measured standards worker for the time lost from his regularly scheduled work shift by reason of such service subject to the following provisions:

- (a) Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty.
- (b) In order to be eligible for such payment the employee must furnish a written statement from the appropriate official showing the date and the time served and the amount of pay received.

**3. MILITARY LEAVE - An employee with seniority who is a member of a reserve component of the Armed Forces who is required to enter upon active annual training duty or temporary special services shall be paid the difference between the amount of pay he received from the federal or state government for such duty and his normal weekly earning (calculated on a basis of the day work rate of his established job, if a dayworker, his hourly rate if a measured standards worker, multiplied by the hours in the normal workweek of his job classification) for the time lost while on such duty up to a maximum of four (4) weeks per year. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the government.**

**(a) He shall be paid for the number of days his classification was scheduled to work during his absence.**

**(b) Should an employee be required to go into active annual training or temporary special service when the plant is shutdown for a week of vacation, it is understood that he will receive his vacation at another date.**

**ARTICLE XX**  
**HEALTH AND SAFETY**

1. The Company will continue to make reasonable provisions for the health and safety of its employees during the course of their employment and will continue to comply with all applicable lawful state and federal health and safety regulations or codes and such regulations or codes shall represent the minimum acceptable standards. Management representatives and employees will observe Company safety rules and will cooperate in the prevention of accidents and injuries.
2. A joint Union-Management Safety Committee shall be appointed at each local plant consisting of not more than three (3) representatives of management and not more than three (3) representatives of the local Union to facilitate the promotion of safe working practices and the elimination of unsanitary or unhealthful working conditions within the local plant.

The Safety Committee shall:

- (a) Meet at regular intervals, but not less than once per month for the purpose of discussing safety problems.
  - (b) Recommend rules and procedures for the prevention of accidents and for the promotion of the health and safety of employees.
  - (c) May tour the plant if deemed necessary by the Committee to verify that recommendations have been accepted and complied with as well as observing sites of lost time accidents.
  - (d) Shall promote health and safety education.
  - (e) The method of payment has been agreed to be six (6) hours per member per month at one hundred-twenty-five (125%) percent of incentive base rate if a pieceworker or his current hourly rate if an hourly rated employee.
3. Should disputes arise regarding safety matters such disputes shall be referred to the grievance procedure for adjustment.
  4. The Company and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the plant a safe and sanitary place to work.
  5. The Union agrees to participate on the Labor Management Safety Committee and will endeavor to have its members observe all safety rules and safety codes and safe work practices, and use all protective equipment and safeguards provided.

The Company shall continue to furnish, as in the past, protective equipment, protective devices, and protective clothing wherever necessary on work which has been recognized as abnormally dangerous.

6. Members of the Joint Labor-Management Safety Committee, upon request, shall enter plant or department for the purpose of investigating safety problem. These committee member shall be required to notify the shift foreman of the department of their presence and the nature of the safety problem being investigated.
7. The Company will send representatives from the local Union Safety Committee to either the annual National Safety Conference or the annual Safety Conference in the state in which the plant is located, up to one thousand (1,000) employees; one representative. Over one thousand (1,000) employees up to three (3) representatives. Arrangements for attending the conference including payments of lost time and reasonable traveling expenses shall be paid by the Company.
8. Where recognized hazardous materials are used in the manufacturing process, the Company will appropriately designate such materials and will establish procedures for the safe use thereof.

**ARTICLE XXI**  
**DURATION, AMENDMENT AND TERMINATION**

- \*1. This Agreement dated the 2<sup>nd</sup> day of October, 1999, shall remain in full force and effect through and including October 15, 2006, and thereafter for yearly periods unless not more than seventy-five (75) days nor less than sixty (60) days prior to said October 15, 2006 anniversary date either the Union or the Company notifies the other in writing of its desire to amend or cancel said Agreement. Upon receipt of such notice, the parties will schedule negotiations within a reasonable time. If negotiations are not completed prior to the anniversary date, this Agreement shall terminate unless otherwise agreed upon.
2. 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.
3. In the event that right, title or possession of the Mayfield, Kentucky plant covered by this Agreement shall pass to any subsequent owner by merger, acquisition, sale, or any other method of disposition or acquisition, this Agreement shall be binding upon the Company and its successors and assigns.

**ARTICLE XXI**  
**DURATION, AMENDMENT AND TERMINATION**

- \*1. This Agreement dated the 2<sup>nd</sup> day of October, 1999, shall remain in full force and effect through and including October 15, 2006, and thereafter for yearly periods unless not more than seventy-five (75) days nor less than sixty (60) days prior to said October 15, 2006 anniversary date either the Union or the Company notifies the other in writing of its desire to amend or cancel said Agreement. Upon receipt of such notice, the parties will schedule negotiations within a reasonable time. If negotiations are not completed prior to the anniversary date, this Agreement shall terminate unless otherwise agreed upon.
- \*2. The term of the Agreement will be through and including October 15, 2006, during which time the company will be free from any form of work stoppage or strike of any and all kinds, including but not limited to economic, unfair labor practice, or sympathy strikes for the entire term of the agreement. There will be a no strike, no lockout re-opener at the mid-term of the agreement. The mid-term re-opener will commence not more than sixty (60) days prior to September 20, 2003. During this re-opener the no strike clause would remain in full force and affect. The parties may negotiate on all matters of interest at that time. By mutual agreement, negotiated changes can be adopted at the conclusion of negotiations.

The following are the Re-opener Items:

- (1) Pension multiplier (Article 1 of the Pension, Service Award and Insurance Benefits Agreement)
- (2) Special Early Retirement Table (Article 1, Section 3, Paragraph 4 of the Pension, Service Award and Insurance Benefits Agreement)
- (3) Any supplements and/or "kickers" payable for early retirements irrespective of whether such supplements and/or "kickers" are paid from the Pension Plan
- (4) Limit on amount of Special Medicare Benefit (Article II of the Pension, Service Award and Insurance Benefits Agreement)
- (5) The FASB Cap amounts set forth in Paragraph 1 of Letter #11 of the Pension, Service Award and Insurance Benefits Agreement
- (6) Payments such as those provided in Letter #9 of the Pension, Service Award and Insurance Benefits Agreement to be applied to retired employees retired on or before September 20, 2003, and their surviving spouses, contingent annuitants or designated beneficiaries.

In the event the parties do not agree on improvements in the Re-opener Items by September 20, 2003, the following process will be promptly initiated and completed:

- (1) A review of the differences between Continental General Tire, Inc. benefits level and the industry benefit levels for each of the above Re-opener Items will take place.
- (2) Said review shall be conducted separately for each of the above Re-opener items.
- (3) The industry shall be defined for this purpose as Goodyear, Bridgestone/Firestone, Uniroyal Goodrich Tire Manufacturing, Pirelli, Yokohama, Sumitomo. In the event any of the above companies has not resolved one or more of its Agreements at the time of the re-opener, said unresolved Agreements(s) will be excluded from the calculation.
- (4) Except with respect of the FASB Cap (Re-opener Item 5 above), if there are differences within the industry with respect to the benefit levels for any Re-opener Item, an average for that Re-opener Item will be determined after eliminating the industry highest and lowest figures from among the above listed companies.
- (5) With respect to the FASB Cap amounts, such amounts will be increased based on a fair and reasonable evaluation of actuarial data applicable to Mayfield hourly employees.
- (6) For each Re-opener Item the average industry benefit level as defined above, if greater than the benefit level at the Mayfield plant, shall be provided to employees of the Mayfield Plant effective April 1, 2003, or, if the industry agreements under consideration involve a phase-in of the benefits under consideration, on the appropriate phase-in date(s).
- (7) There will be no reductions as a result of this Re-opener.
- (8) In the event there is a dispute between the parties on the application of the above provisions, either party may refer such dispute to arbitration for resolution. The parties have agreed that Richard Mittenthal shall serve as the Arbitrator for this purpose and that James Oldham shall serve as the first successor Arbitrator in the event that Arbitrator Richard Mittenthal is unable or unwilling to serve and that Gilbert Vernon shall serve as second successor Arbitrator in the event that both Arbitrators Richard Mittenthal and James Oldham are unable or unwilling to serve. The Arbitrator shall confine his decision to the interpretation and/or application of this provision. The Arbitrator shall have no power to make any award changing or amending this re-opener provision. Arbitration shall be limited to the Re-opener Items listed above. The Arbitrator shall consider the Re-opener items one by one.

- (9) Prior to the commencement of arbitration hearings, the parties shall meet and establish procedures to be followed at the hearing as to procedural issues. In the event that the parties are unable to agree on necessary procedural issues, the Arbitrator shall resolve such issues within 15 days after the request for such resolution.
3. 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.
4. In the event that right, title or possession of the Mayfield, Kentucky plant covered by this Agreement shall pass to any subsequent owner by merger, acquisition, sale, or any other method of disposition or acquisition, this Agreement shall be binding upon the Company and its successors and assigns.

This Agreement is signed this 17<sup>th</sup> day of April, 2000.

CONTINENTAL GENERAL TIRE INC.  
MAYFIELD, KY

Gary Pyle

Da Henderson

Robert DeBart

Gary Sharpe

EE C C

R Pittman

UNITED STEELWORKERS OF  
AMERICA, AFL-CIO, CLC  
LOCAL UNION 665

George Becker  
George Becker, Int'l President

Leo W. Gerard  
Leo W. Gerard, Int'l Sec. - Treas.

Richard H. Davis  
Richard H. Davis, Int'l VP (Admin.)

Leon Lynch  
Leon Lynch, Int'l VP Human Affairs

Ernest R. Thompson  
Ernest R. Thompson, Director Dist. 8

Frank D. Pittman  
Frank Pittman, Sub-District Director

Joe Villines  
Joe Villines, Staff Rep.

1/8  
01/8  
6/6/00

Terry Beane  
Terry Beane, Local Union President

Wayne Chambers  
Wayne Chambers, Local Union VP

Lewis Wymard

Rodney Hutchins

K.W. Can

Frederick McFendee

Henry S. Hill

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**SEVEN (7) DAY FOUR (4) CREW SCHEDULE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between representatives of the Mayfield, Kentucky Plant of Continental General Tire, Inc., party of the first part, hereinafter referred to as the Company and representatives of the United Steelworkers of America (USWA) Local 665, party of the second part, hereinafter referred to as the Union.

Recognizing that the Plant will achieve cost and efficiency benefits from maximizing equipment utilization, the parties agree to adopt a four (4) crew, seven (7) day schedule

whenever it becomes necessary to meet customer demands or increased plant production and maintenance requirements. This schedule may be implemented by classification, department, team, plant wide or other grouping as appropriate to meet requirements. (See schedule Exhibit #1 made a part hereto by reference.)

**EXHIBIT # 1**  
**2-2-3**  
**TWELVE (12) HOUR SHIFTS**

**CONTINUOUS OPERATIONS – FOUR (4) CREW, SEVEN (7) DAY SCHEDULE**

- The schedule provides for four (4) crews working twelve (12) hour shifts.
- The crews will be designated as Crew A, B, C, and D.
- Crews A and B will work alternating schedules covering the hours from 7:00 A.M. to 7:00 P.M. as indicated in Attachment A.
- Crews C and D will work alternating schedules covering the hours from 7:00 P.M. to 7:00 A.M. as indicated in Attachment A.
- This seven-day operation schedule may be implemented as deemed necessary by the company.

**HOLIDAY PAY**

- Holidays shall begin at 7:00 A.M. and end the following day at 7: A.M.
- If the holiday falls on the employee's regularly scheduled twelve (12) hour shift, pay will be based on twelve (12) hours multiplied by his day work rate if a day worker or measured rate if a measured standard worker. Holiday hours will be included for PBC. Any applicable "at risk" wages may be earned back for Holiday hours.
- If the holiday falls on the employee's scheduled day off, pay will be based on eight (8) hours multiplied by his day work rate if a day worker or measured rate if an measured standard worker. Holiday hours will be included for PBC. Any applicable "at risk" wages may be earned back for Holiday hours.
- Pay for a holiday not worked during a plant shutdown will be based on eight (8) hours and calculated as outlined above.
- Holidays paid, but not worked, for an employee's regularly scheduled day off will not be counted as time worked for the purposes of computing overtime. In no case will hours paid but not scheduled count towards overtime calculations.
- Double time will be paid for all work performed on a holiday plus Holiday pay.
- When the holiday falls on Sunday, the holiday will not move to the following Monday.

- Article X, Paragraph 1.(e), 1.(e) (1), and 4 (a) will not apply to employees working Four (4) Crew Schedules.

Employees working the 2-2-3 schedule will be allowed to extend holidays that occur during their vacation period in accordance with Art. XIV, para. 11, provided the holiday falls on the employee's regularly scheduled twelve (12) hour shift. If the holiday falls on the employee's scheduled day off, the employee will receive eight (8) hours pay.

## VACATION

- Employees on the four (4) crew schedules will be entitled to vacation based on years of credited service according to the following:

<u>Years of Credited Service</u>	<u>Pay Eligibility</u>
1	2 wks (80 hours)
5	3 wks (120 hours)
15	4 wks (160 hours)
20	5 wks (200 hours)
25	6 wks (240 hours)

- Vacation time will be based on a standard work week. One (1) full week of vacation will be either three (3) days or four (4) days scheduled during the week the vacation is taken.
- Day-at-a-time vacation must be scheduled in full twelve (12) hour days. Any remaining fractional days must be sold.
- Employees working the four (4) crew schedule will be required to take vacation during plant shutdowns unless otherwise scheduled to work.

Additional vacation weeks beyond plant shutdown weeks, including day-at-a-time vacations, must be scheduled on a level basis throughout the year, by classification, by shift. Remaining employees must work the necessary overtime coverage hours. All employees will schedule their vacations in accordance with seniority at the beginning of the vacation period.

- Vacation will be based on forty (40) hours per week of vacation eligibility. Vacation pay will be based on forty (40) hours (one week) at the employee's current gross amount (without the "at risk" deduction). There will be no overtime payment for vacation weeks.
- Vacation coverage must be secured for those employees requesting vacation. The overtime covered will first be offered in twelve (12) hour blocks to the

available in classification employees normally scheduled off for those days. The overtime may then be offered in 4/8 or 6/6 hour blocks. If in-classification opportunities are exhausted, coverage may be solicited from qualified out-of-classification department employees normally scheduled off for that shift in the same manner. Any employee covering the vacation must have at least an eight (8) hour break between scheduled shifts. Hours may be offered in twelve (12), eight (8), four (4), or six (6) hour blocks provided no more than two (2) employees split the coverage. If vacation coverage cannot be secured, the vacation request will be denied. The method and order of solicitation shall be by mutual agreement between the Union Division Representative and the Department Manager for that area.

- Any full week of vacation must correspond with the standard work week. For example, vacations may not be taken from Wednesday to Wednesday. Doing so requires an employee to take one (1) full week (3 days) and one (1) day of another week day-at-a-time as a minimum. Vacation weeks may not be split between two (2) standard work weeks.

### OVERTIME

- Time and one-half shall be paid for all work performed over twelve (12) hours in any twenty-four (24) hour period and for over forty (40) hours in any one (1) pay period. Overtime payment as outlined above shall not be paid when such overtime hours result from a temporary shift transfer made at the request of an employee. For A & B crews, the twenty-four (24) hour period will be from 7:00 am to 7:00 am. For C & D crews, the twenty-four (24) hour period will be from 7:00 pm to 7:00 pm.
- No employee will be permitted to work more that sixteen (16) hours in any twenty-four (24) hour period.
- The offering of overtime will be in accordance with Article IX.

For ABSENTEE COVERAGE, offer the overtime (2 or 4 hour blocks) to the low hour in-classification employee from the off-going crew. If no one in-classification accepts the 2 or 4 hour block, offer same to the out-of-classification qualified department employees.

Offer the remaining block of overtime (8 or 10 hours) to the available low hour in-classification employee normally scheduled off that shift and who is available to work the hours. (normally A for B, C for D and vice versa. However, C or D crew may be available to cover A or B and vice versa depending on their schedule)

If no one in-classification accepts the 8/10 hour block, offer same to available low hour qualified department employee normally scheduled off that shift. (based on availability as explained above)

For PRODUCTION REQUIREMENTS overtime, offer the overtime in 12 hour blocks (or less if full shift not required) to the available low hour in-classification employee. If no employee accepts the overtime, offer the hours to the low hour available out-of-classification qualified department employee not affected by the schedule.

- The standard work shift shall be twelve (12) consecutive hours per day.
- The standard work week shall be thirty-six (36) hours or forty-eight (48) hours on an alternating basis in accordance with attachment A. The work week will start with the shift starting at 7:00 A.M. Sunday and end with the shift ending 7:00 A.M. the following Sunday.

Pay periods are defined so as to minimize overtime payment. For employees working from 7:00 am until 7:00 pm, the pay period begins Saturday at 1:00 pm and ends the following Saturday at 1:00 pm. For employees working from 7:00 pm until 7:00 am, the pay period begins Sunday at 1:00 am and ends the following Sunday at 1:00 am.

For the twelve (12) hour continuous operation, Wednesday of each week shall be the pay day. In the event a holiday falls on the payday outlined above, the payday will be moved to the day immediately preceding the Holiday, if possible.

- Standard daily hours not made available on the employee's regularly scheduled work days during the standard work week shall be counted as hours worked for the purpose of computing weekly overtime payment.

### JURY DUTY

Employees working the four (4) crew schedule will be eligible for jury duty pursuant to Article XIX, Section 2, to the extent they are scheduled for jury duty on their normal scheduled work days. The Company will pay the employee the difference between the amount paid for such service and his rate for time lost from his normal scheduled work shift.

### FUNERAL LEAVE

In the event a four (4) crew employee suffers a death in the family pursuant to Article XIX, said employee who is absent from work because of the death will be entitled to pay for a maximum of twenty-four (24) hours at straight time. Such pay will not be considered as time worked for overtime purposes. The employee may

receive pay in lieu of time off. The employee will be excused from work for a combination of twenty-four (24) hours in consecutive working days and one of the days must be the day of the funeral unless the funeral is on the employee's scheduled off-day, in which case the excused days must be nearest the day of the funeral.

If a four (4) crew employee has a death of a family member as defined in Article XIX paragraph 1, the employee will be allowed to take the third consecutive scheduled workday off without pay if requested. The Company's total liability will not exceed twenty-four (24) hours for any three-day period. One of the three consecutive work days off must be the day of the death or the day of the funeral.

### MILITARY LEAVE

Employees working the four (4) crew schedules who are required to participate in active annual training duty, or temporary special service shall be paid the difference between the amount paid for the training period and the time lost from their regularly scheduled crew assignment at their current straight time hourly rate up to 168 hours, annually.

### SHIFT PREMIUM

Shift premium will be 23 cents per hour for all hours worked between 7:00 P.M. and 7:00 A.M. on the employees regularly scheduled shift.

### BREAKS AND LUNCH

Employees working the four (4) crew schedules will be allowed two (2) break periods not to exceed fifteen (15) minutes during their normal twelve (12) hour shift. The lunch period will be thirty-six (36) minutes.

Should an employee work overtime for two (2) hours beyond the regularly scheduled twelve (12) hour day, one (1) additional fifteen (15) minute break period will be allowed at the end of the scheduled shift or beginning of the overtime period at the discretion of the supervisor.

Should an employee work overtime for four (4) hours beyond the regularly scheduled twelve (12) hour day, two (2) additional fifteen (15) minute break periods will be allowed, one of which will be at the end of the scheduled shift or beginning of the overtime period at the discretion of the supervisor.

### SHIFT TRADES

Shift trades will be allowed if there is no additional expense incurred by the

company. Supervision must confirm that the replacement is qualified and that there is no additional expense to the company.

### IMPLEMENTATION

It is recognized by both parties that the intent and purpose of the Four (4) Crew schedule is to maximize the utilization of the facility and its equipment. During implementation, employees working the existing shifts will be given the option, on a seniority basis, of A, B, C, or D shifts within their classification. Affected employees will not be afforded bumping options to other classifications unless they are declared surplus from their existing classification.

The transition to Four (4) Crew schedules requires the elimination of the current 1st, 2nd, and 3rd eight (8) hour shifts, 4<sup>th</sup> & 5<sup>th</sup> twelve (12) hour shifts, and the addition of Four (4) twelve (12) hour crews. This will necessitate, depending on production requirements, the posting of job vacancies within the affected classifications. During the transition, job vacancies so created will be posted for original (return rights) job bidders only.

If there is a split classification, 5 day and 2-2-3, employees will be allowed to make a shift change on the Memorial Day and the Thanksgiving Day Holiday as specified in the Agreement.

If an employee carries vacation over to the next year, vacation pay will be based on the schedule the employee is working at the time the vacation is taken.

When transitioning to the 2-2-3 schedule, the Company will determine machines to be offered based on the scheduling requirements at the time of conversion. In some cases, there will be considerable movement between machines and all machines may not be offered on all shifts.

In case of split classifications, an employee on the 5 day crew will not lose his/her machine unless "bumped".

When an employee moves from the 5 day crew to the 2-2-3 schedule, the move will normally be made on Monday at the beginning of the employee's 36 hour week so as not to lose any hours from their first regular work week on the new schedule. Likewise, employees will be moved from the 2-2-3 to the 40 hour crew on Monday at the beginning of would have been their 48 hour week.

For the 2-2-3 schedule, step up will continue to be based on an increase every ten (10) days worked.

For the 2-2-3 schedule, SUB will be based on 40 hours per pay period.



**MEMORANDUM OF AGREEMENT**  
**CONCERNING DAY AT A TIME VACATION FOR**  
**REGULAR CREW EMPLOYEES**

It is hereby agreed between the parties that Regular Crew employees will be allowed to take vacation one (1) or more days at a time subject to all applicable provisions of the Collective Bargaining Agreement and to those terms and conditions set forth herein:

1. Employees eligible for weeks of vacation in excess of those required for plant shutdown(s) may elect to take not more than three (3) weeks of vacation one (1) or more days at a time. Such weeks of vacation shall consist of five (5) working days which may be scheduled Monday through Friday (or Saturday where applicable).
2. An employee desiring to take a week of vacation "one day at a time" shall submit said request to the Department Manger on a form provided for that purpose.
3. Employees desiring to take a day of vacation must notify their immediate supervisor not more than three (3) weeks and not less than two (2) working days prior to the date of vacation.
4. Scheduling of vacation one or two days at a time must be with the approval of the employee's immediate supervisor or Department Manager and cannot conflict with production requirements. All day at a time vacations must be scheduled on a level basis throughout the year, by classification, by shift and may only be scheduled after all full weeks of vacation have been scheduled for all employees within the classification. Day at a time vacations will not exceed the vacation leveling quota set by the Company for the year. If required by the Company vacation coverage for the employee must be secured before the request for vacation will be granted. Supervision will be responsible for seeking the needed coverage.
5. Employees who request vacation in accordance with the foregoing will be granted vacation on the basis of the time of request. That is the first request made will be honored first if possible and practical provided no production interruption will result. Vacation will not be based on seniority except that requests made on the same day by employees on the same shift in a classification will be considered in seniority order. Vacation days, once scheduled may not be canceled by the employee, unless approved by his supervisor or Department Manger.
6. Employees shall be paid for the full week of vacation on the regular payday for that workweek in which they take the first day of said vacation.

If possible the Company may implement payroll procedures through which vacation payments will be made on a day at a time basis.

Employees who take day at a time vacation during the first five (5) days of the workweek shall be credited with 8.0 hours per vacation day for purpose of computing hours worked in excess of forty (40) hours per week. In the event the sixth day of a workweek, normally a Saturday, is used as a vacation pay for Saturday shall not be considered as hours worked for the purpose of computing weekly overtime.

7. A partial week of vacation belonging to an employee which is not exhausted by the end of the vacation year will be considered paid in lieu of time off.

IN WITNESS WHEREOF the parties hereunto set their hands this \_\_\_\_\_ day of

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CONTINENTAL GENERAL TIRE, INC.  
MAYFIELD, KY

LOCAL NO. 665 UNITED  
STEELWORKERS OF AMERICA

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**MEMORANDUM OF AGREEMENT**  
**MAINTENANCE FLEXIBILITY**

The parties recognize and agree that the primary responsibility of the maintenance force is to ensure the reliable and efficient operation of the production equipment and processes of the Mayfield Plant.

In order to maximize maintenance efficiency the following provisions shall apply:

- A. Effective June 1, 1997 it is understood that all maintenance classification will work until the end of their scheduled shift.
- B. Effective June 1, 1997 overtime will be scheduled by area/team.
- C. Effective June 1, 1997 employees will be limited to one (1) self-requested transfer to a vacancy within a year.
- D. Effective June 1, 1997, for maintenance employees covered under Article XVII the basic crafts of mechanical, electrical, and machinist will be recognized as general maintenance. The electrical basic craft will include the former electrician craft. The machinist basic craft will include the former machinist craft. The mechanical basic craft will include the former mechanic, instrument mechanic, welder-pipefitter, hyster mechanic, carpenter painter and oiler craft. There will be no craft guidelines or restrictions within these basic crafts in order for maintenance to perform their work.

The boiler operator will be in a separate classification and department. The boiler operator will be recognized as general maintenance with no craft guidelines or restrictions between crafts in the performance of their work. There will be no transfer of employees to or from the boiler operator classification.

- E. For crafts covered under general maintenance, overtime requirements may, at times dictate the need for specific skills to perform a job. In such instances, the company will determine which basic craft is required and offer the overtime, in accordance with the established procedure, to the employee with the basic craft. Notwithstanding the above, all crafts covered by general maintenance will be offered overtime by area/team on an equitable distribution of hour basis.
- F. For crafts covered under general maintenance, manning assignments will be established by the Company on the basis of requirements for a specific basic craft.
- G. The parties mutually agree to establish the Joint Skill Enhancement Committee as referenced in the Multi-Skill Enhancement Program for the purpose of developing training and certification procedures. To be covered under the General Maintenance Program, the affected maintenance employees must pass the

established certification test at the various levels of training provided by the Company.

H. Effective January 3, 1994 in consideration of the above, maintenance employees covered under general maintenance will receive pay equal to the rate as specified for Maintenance Technician in the wage structure.

I. Any employee desiring to transfer to another basic craft must have the necessary knowledge, skills and experience required to satisfactorily perform all job duties within that basic craft. The Company may require verification of the required knowledge, skills, and experience by testing or other observation methods.

In witness whereof the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_,

CONTINENTAL GENERAL TIRE, INC.  
MAYFIELD, KY 42066

LOCAL NO. 665, UNITED  
STEELWORKERS OF AMERICA

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**MEMORANDUM OF AGREEMENT**  
**MAINTENANCE CONSTRUCTION CREW**

During the term of this agreement, Capital Project work in the Mayfield plant may present an opportunity to decrease the number of Maintenance Technicians on layoff status by utilizing a construction crew. The primary purpose of the construction crew will be to perform work on capital projects and/or other project work that would normally be performed by outside contractors.

The terms and conditions under which the construction crew will be established and operate during the period of its existence are outlined below:

1. Construction crew employees will be in a separate and distinct department from regular maintenance employees. All work will be performed under the general maintenance concept, no craft lines. Hours charts, shift assignments, etc. shall be kept separate and apart from the regular maintenance crew. Construction crew employees will only be offered overtime for the construction crew. Likewise, regular maintenance employees will only be offered overtime for regular maintenance work and/or other project work. The hours chart for the construction crew will be maintained and overtime equalized over a reasonable period of time on the basis of one (1) classification, with no segregation by basic craft. The Company may offer overtime out of line with hours when it is deemed necessary for continuity of work on a particular project. In order for the construction crew concept to be successful, the assigned employees are expected to work a reasonable amount of overtime when requested.
2. The construction crew will be composed of maintenance technicians who are either on optional layoff, forced layoff, or in lieu of layoff. Employees assigned to the construction crew will remain a part of the crew until the project(s) are completed or until the crew is permanently reduced or eliminated. Any vacancies that occur on the regular maintenance crew will be filled from the remaining layoff roster. Construction crew employees will not be allowed to fill these vacancies. Construction crew employees will not be allowed to "bid" to the regular maintenance crew during any re-bid. Likewise, regular maintenance crew employees will not be allowed to "bid" to the construction crew. When the construction crew is permanently reduced or eliminated, the former construction crew employees will be allowed to bump to the regular maintenance crew if they have seniority and the requisite skills of the affected basic craft. Any employee who so elects to bump will assume the area/job assignment of the person who is bumped, **NO RE-BID!**
3. In the event that a reduction in the construction crew manning is necessary, either for a short term or long term, optional layoff will be offered either by basic craft, or to all basic crafts, but only to employees within the construction crew, and as deemed necessary by management. If no one accepts optional layoff, the least senior employee in the basic craft affected will be placed on layoff status. Basic craft

composition of the construction crew may vary as determined necessary by the Company.

4. Since it may be necessary to reduce the construction crew for short periods of time due to project scheduling, etc., the contractual requirement for 5 day layoff notification and 7 day recall notice will be waived. Employees on layoff from the crew must give the Company a means of contacting them on short notice for purposes of recall. Employees being recalled to the crew must notify the Company of their intent to return at the time of their recall. If they cannot be reached via phone or cannot report to work as scheduled, the next employee, in order of seniority, will be recalled to the crew, and so on, until the crew is fully staffed with manpower for the project. If the crew cannot be fully staffed with employees from layoff using this recall procedure, the Company will have the right to supplement the crew with outside contractor manpower or have the project completed entirely by an outside contractor. In such cases, the Union agrees that no grievance will be filed since the required manpower was not available when requested. Employees on layoff from the crew who are "skipped over" as referenced above, must wait until the next recall to return to the crew. Employees being recalled to the crew must report to work as scheduled within 24 hours of notification, either written or verbal, if required or unless otherwise agreed by the Company due to extenuating circumstances (this also applies to the initial recall). Failure to respond to construction crew recall from layoff within 24 hours will not result in loss of seniority, however, it may result in the discontinuance of this agreement.
5. If the Company is unable to fill construction crew vacancies with volunteers from layoff status, any remaining employees on layoff status from the required basic crafts(s) will be recalled in reverse order of seniority to the construction crew. The provisions of Article VII, paragraph 3(e) will be applied if the recalled employee fails to return from layoff.
6. Construction crew employees may be assigned to any shift based on the need for a specific basic craft. Management will have the right to change an employee's shift assignment, out of line with seniority, if work scheduling requirements and skill mix require shift changes.
7. Management will retain the right to use an outside contractor to install new equipment or modify existing equipment, based on costs, time, skill or equipment as is currently the practice and in accordance with the current Agreement in force between the parties. It is not the intent of the agreement to provide that all new equipment installations and/or project work will be performed exclusively by the construction crew.
8. In the event that future manning reductions occur in the regular maintenance crew, surplus employees will be allowed to bump into the construction crew in lieu of seniority and/or basic craft.

9. As needed, any construction crew member may be appointed as lead man for the purpose of coordinating work assignments and securing parts from the storeroom. This assignment may be rotated within the crew as projects are completed.
10. The construction crew may, from time to time, be supplemented with employees from the regular maintenance crew.
11. The construction crew may, from time to time, be supplemented with outside contractors.
12. All hours worked by the construction crew will be considered Capital hours and not counted against hours worked for PBC purposes.
13. The construction crew may be totally eliminated at any time based on the availability of employees, work availability, skill requirements, etc., or for any other reason as deemed necessary by management.
14. The members of the construction crew will not be temporarily transferred (pulled) to the regular maintenance crew.

In witness whereof the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

CONTINENTAL GENERAL TIRE, INC.  
MAYFIELD, KENTUCKY

LOCAL NO. 665 UNITED  
STEELWORKERS OF AMERICA

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October 2, 1999

Terry Beane, President  
USWA Local 665  
463 St. Rt. 1241  
Mayfield, Ky. 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

Job openings and awards for seven-day 2/2/3 job vacancies will be posted on the centralized bulletin board from 1:00 pm Thursday through 1:00 pm Monday such that all crews can see the posting.

During special situations or unusual circumstances, this posting procedure may be modified by mutual agreement between the parties.

Sincerely,

Ken Herndon, Manager  
Human Resources

Agreed: \_\_\_\_\_  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The parties agree to change labor grades for the following classifications as outlined below:

	<u>From</u>	<u>To</u>
A-Racker	Non-Measured Class V	Measured Class V
WSW-Sorter	Non-Measured Class VII	Non-Measured Class IX
Check Tire Expediter	Non-Measured Class V	Non-Measured Class VII

The changes will be made effective with implementation of the Agreement.

Sincerely,

Ken Herndon, Manager  
Human Resources

KH/da

Agreed: \_\_\_\_\_  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The Four (4) Crew Seven (7) Day 2-2-3 schedule will be implemented beginning January 4, 2000. There will be no employees placed on forced layoff at the time of the implementation of the 2-2-3 schedule due solely to the adoption of the new schedule. There will be no shift alignment on Thanksgiving, 1999.

Sincerely,

Ken Herndon, Manager  
Human Resources

KH/da

Agreed: \_\_\_\_\_  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
USWA-Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The letter entitled "Participation in Illegal Work Stoppage" dated September 28, 1998, and placed in the personnel files of certain employees will expire at the end of the 1997 Agreement with the ratification and implementation of the new 1999 Agreement.

Sincerely,

Ken Herndon, Manager  
Human Resources

KH/da

Agreed: \_\_\_\_\_  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730  
October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The parties agree that WEC employees transferring to the Four (4) Crew Seven (7) Day schedule will carry a pro-rated share of any discipline for attendance under the WEC Memorandum of Agreement Attendance Policy Weekend Crew. All such discipline will be reviewed ten (10) days prior to transfer to the new schedule for a determination of the level of discipline to be carried forward.

In making the determination of the appropriate level of discipline, the Company will consider both the number of attendance points and the time period since the last points were assigned. All discipline will be reviewed with the Union Division Representative for the affected employee prior to implementation of the new schedule. The employee will be notified in writing of the applicable discipline in effect at the time of the transfer.

Sincerely,

Ken Herndon, Manager  
Human Resources

KH/da

Agreed: \_\_\_\_\_  
Terry Beane

## CONTRACT LETTERS

1. UNION BENEFITS REP
2. EMPLOYEE RETURNING FROM LTA
3. BACKUP USR
4. FULL-TIME USR
5. FACTORY INJURY - EMPLOYEE LEAVING PLANT
6. 028 HOURS
7. DISCONTINUE OPERATIONS
8. ARBITRATION PANEL
9. WASH-UP FOR PAINTING
10. MISCELLANEOUS CLEAN-UP
11. TRAINING FOR USR'S
12. POST HEARING BRIEFS
13. 3% RULE
14. WORK FOR QA UNIT
15. ADA
16. CONTINUOUS OPERATIONS
17. "AT RISK" WAGES
18. OVERTIME FOR 2/2/3
19. 2/2/3 HOLIDAY
20. OVERTIME FOR BASIC CRAFTS
21. LAYOFF BY BASIC CRAFT
22. MEDICAL COST GAP
23. CLASSIFIER-SORTER RELIEF HOURS

## **CONTRACT LETTERS**

24. PBC HOURS STARTUP/SHUTDOWN
25. LUMPERS
26. 25% INCENTIVE
27. PBC PROGRAM (50%) PAY-OUT
28. GENERAL WAGE INCREASE (\$.25)
29. CONTRIBUTION DEDUCTION AUTHORIZATION
30. USR BACKUP
31. WEC LANGUAGE REMAINS EFFECT
32. MONDAY-FRIDAY VACANCY (RE-POSTED 2-2-3)
33. CONTRACT WORK OUT
34. MAINTENANCE TECH REALIGNMENT
35. EXPEDITED ARBITRATION
36. NEW HIRE (SET-UP PROCEDURE)
37. APRONS FOR 624/626/679 WASH-UP 604
38. RANDOM DRUG TEST
39. SUCCESSORSHIP

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, Kentucky 42066

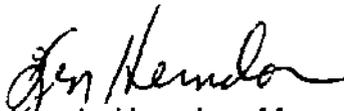
Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

It is mutually agreed that the Union Benefits Representative will be paid forty (40) straight time hours at the top rate (base amount) of the plant. Eight (8) additional hours at time-and-one-half will be compensated weekly in the following manner:

- A) The first one hundred ninety-two (192) hours will be paid by the Company and charged to 027.
- B) The balance of the hours will be taken out of the 028A account.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 1

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

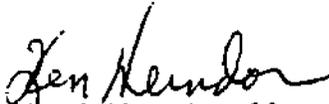
Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

It is mutually agreed that any employee referred to in Article V, Paragraph 3 (b) will, upon his return to work, be paid at the base amount of the job classification for a period of thirty (30) working days.

Sincerely,

  
Ken L Herndon, Manager  
Human Resources

KH/da

Letter 2

Ref: Article V, Paragraph 3 (b)

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

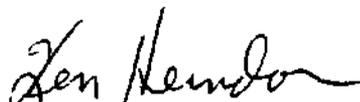
Mr. Beane:

This letter will clarify the agreement reached between the parties during the 1999 Contract Negotiations at Mayfield, Kentucky.

The "Back-up" Union Standard Representative will be allowed one (1) day per week for continued training, including practice study or assisting the regular Union Standards Representative in making studies. An additional eight (8) straight-time hours at the top rate (base amount) of the plant per week, will be provided the "Back-up" Union Standard Representative and will be charged to the 028A account.

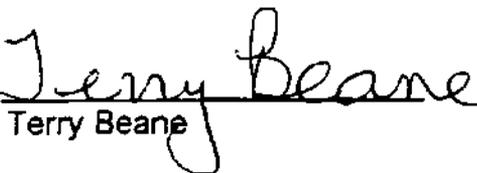
The "Back-up" U.S.R. may carry-over or bank the two (2) days if absent from the plant (i.e., on vacation) and not utilized.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 3

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

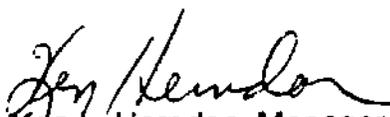
Mr. Beane:

This letter will clarify the agreement reached between the parties during the 1999 Contract Negotiation a Mayfield, Kentucky.

It is agreed that the full-time Union Standard Representative will be paid by the Company for forty (40) straight-time hours at the top rate (base amount) of the plant. In addition to the above, five (5) hours will be paid weekly at the same rate at time-and-one-half. An additional three (3) hours will be paid weekly at the same rate as time-and-one-half and will be taken out of the 028A account. It is understood that the hours set forth above will be utilized by the Union Standards Representative.

The Union Standards Representative may not carry over or bank hours which are not utilized.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 4

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will clarify the practice that has existed relative to Article XV, Paragraph 6.

An employee who leaves the plant before the end of his shift due to an occupational injury or illness, will be paid his base amount for the remainder of the shift, even if he is not able to report for medical treatment until after the end of his shift.

It is understood that "shift" as referred to in Article XV, Paragraph 6 (b) shall be the employee's scheduled shift for that day plus any hours immediately preceding and/or following said shift that were worked or accepted by the employee.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 5

Ref: Article XV, Paragraph 6

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm the understanding reached by the parties during the 1999 Contract Negotiations regarding Article IV, Paragraph 17.

In lieu of a full-time Health and Safety Representative, the Company will credit the negotiated grievance hour account with an additional forty (40) hours per week. Such hours may be utilized in accordance with the provisions of Article IV, Paragraph 17.

As a result of inequity monies being made available during 1979 Contract Negotiations, an additional 60.27 hours per week was assigned to the 028 account.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 6

Agreed:

  
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

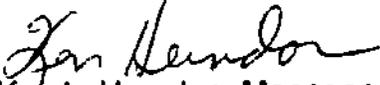
The parties recognize that maximizing plant efficiency is of significant importance in maintaining full schedules of production and competitive facilities.

Should it become necessary, during the life of this Agreement, to discontinue production operations at a plant covered by this Agreement, the Company will notify the Local and International Union at least six (6) months prior to the closure of the plant.

At the request of either party, the Company and Union may enter into discussions in an effort to negotiate an understanding which would prevent the closing of the facility.

If attempts to avert the plant closure are not successful, the Company and Union may meet to negotiate the manner in which the closure is carried out.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 7

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm the understanding of the parties regarding the selection of impartial arbitrators in accordance with Article IV.

The Company and the Union will each select a panel of ten (10) recognized arbitrators. The parties shall exchange these lists and together they shall form a panel from which the final seven (7) arbitrators shall be selected. Once the list of twenty (20) arbitrators is complete the parties shall alternately strike a name from the list until there are seven (7) names remaining. These seven (7) shall comprise the panel for arbitration and the arbitration shall be selected by alternately striking names from the list of seven (7) until one (1) is remaining.

In the event one (1) of the seven (7) is chosen to hear a case and he is unwilling or unable to serve on the panel another name may be added to the panel by mutual agreement of the parties.

Sincerely,

A handwritten signature in cursive script that reads "Ken L. Herndon".

Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 8

Ref. Article IV, Paragraph 8.

Agreed:

A handwritten signature in cursive script that reads "Terry Beane".  

---

Terry Beane

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**GENERAL TIRE** 

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Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This communication will serve to confirm our mutual understanding reached during the 1999 Contract Negotiations at Mayfield, Kentucky.

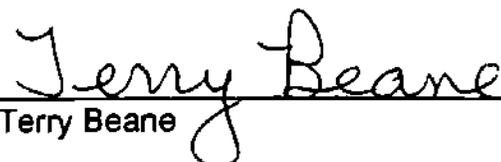
The Company agrees that it would not change the present practice of paying wash-up time to maintenance craftsman when spray painting.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 9

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our understanding reached during the 1999 Contract Negotiations regarding a definition of "miscellaneous clean-up" work.

"Miscellaneous clean-up" will be limited to tidying up an employee's normal work station and to that clean-up work normally associated with that employee's classification, but is not intended to include major clean-up not normally performed by the employee's classification.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 10

Agreed:   
Terry Beane

# **Continental**

## **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm the understanding reached during the 1999 Contract Negotiations at Mayfield, Kentucky.

1. The Company will recognize one (1) Union Standard Representative and one (1) back-up Union Standards Representative.
2. (a) Selection of replacements will be handled follows:
  - (i) The Union will submit a list of candidates, for testing.
  - (ii) The Company will administer any tests to all candidates (maximum of fifteen {15}).
  - (iii) The test scores will be made available to the Union Committee upon request.
  - (iv) The Union shall then select one (1) of the candidates to receive the training.
- (b) The above procedures will be repeated as necessary to select other replacements.
3. When the Company provides for the training, the Company will pay for the time lost in such training at the employee's daywork rate for daywork employees or his hourly rate if a measured standard employee.
4. The Union Standards Representative shall in no way participate in the establishment of new incentive standards.

Letter 11  
Page 2  
October 2, 1999

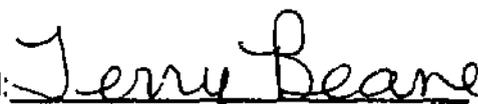
5. If the Company transfers one of these Standard Representatives outside the bargaining unit or in the case of the death or retirement of a USR, a replacement will be trained by the Company at its expense.
6. The cost of training a replacement for a vacancy caused by other than in "5" above shall be borne by the Union.
7. When one of the Union Standards Representatives is absent from the plant, the remaining Union Standards Representative will handle the work load until the other returns. Any deviation from the above will be mutually agreed to by the Manager of Industrial Engineering.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 11

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm the understanding reached during the 1999 Contract Negotiations between the parties regarding the use of post hearing briefs in arbitration. Post hearing briefs will not be used unless specifically requested by the arbitrator or unless either party believes that the issues are sufficiently complex/technical or other wise significant such that the briefs would be of value in the arbitral process.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 12

Agreed:   
Terry Beane

# Continental® **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will clarify our discussions of Article XV, paragraph (d), "Changes in Work Standards".

The Company intends to continue the present practice of adjusting the standard when a change or an accumulation of changes affect the standard by more than three percent (3%).

However, after ratification of the CBA, the Union Standards Representative and Industrial Engineers will review areas to establish rates for ranges to replace individual standards. It will be the intent of both parties to arrive at standards, equitable to both parties.

During the change from individual standards to standards for ranges, the parties will also discuss reducing the "3% rule," as defined in Article XV, paragraph 3 (d), in those areas where it would be appropriate.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 13

Agreed:

  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding reached during the 1999 Contract Negotiations at Mayfield, Kentucky.

There was considerable discussion concerning Paragraph (Bargaining Unit Work) in the Quality Control Unit Memorandum.

The Company and Union recognized the concern of the other party and agreed to work together to resolve any difficulties in this area. The Company further agrees there shall be no expansion of the current practices.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 14

Agreed:   
Terry Beane

# Continental GENERAL TIRE

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm our mutual understanding made during the 1999 contract negotiations at Mayfield, KY.

The parties to this Agreement recognize the Employer's obligation under Title I of the ADA. The parties also recognize that the existence of this Agreement and various of its terms is relevant to a determination of the Employer's obligation to make a reasonable accommodation for a qualified individual with a disability.

No term of this Agreement is intended to violate Title I of the ADA. And, in the interpretation and administration of this Agreement, the parties shall use their best efforts fully to comply with Title I of the ADA.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 15

Ref: Americans With Disabilities Act Of 1990 ("ADA")

Agreed:

  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

The Company will give the Union (2) weeks advance notice prior to placing any existing operation or equipment on continuous operation. During that period, the Company will agree to meet and discuss its rationale and business need for such decision.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 16

Agreed:

  
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

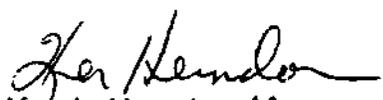
Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

During the 1999 contract negotiations the parties agreed that a portion of an employee's wages will be placed "at risk". A question was raised by the Union concerning the status of the "at risk" wages relative to a severance calculation in the event of a plant closing.

To address any concern on this matter the Company agrees to use the full amount without the "at risk" portion deducted in the event a severance calculation is generated from wages.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 17

Ref: "At Risk" Wages

Agreed:

  
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

It is mutually agreed that the parties may develop, by team, an alternative procedure for assuring overtime coverage other than the procedure specified in the OVERTIME provisions of the Seven-Day Four Crew Operations Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Ken Herndon".

Ken Herndon, Manager  
Human Resources

KH/da

Letter 18

Ref: Seven-Day Four (4) Crew Operations

Agreed: A handwritten signature in cursive script that reads "Terry Beane".  
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

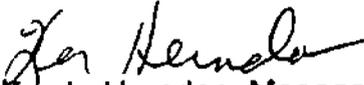
Mr. Beane:

This letter will serve to confirm our understanding reached during our April, 1999 meetings regarding how seven (7) day (2-2-3) schedule employees will be treated should the company designate Monday through Friday holidays to be taken as personal days between February 1st and the end of the calendar year in accordance with provisions of Article XIV, Paragraph 11 (a).

Employees assigned to the seven (7) day (2-2-3) schedule as of the calendar week in which the first day of February falls will be allowed to take the designated holidays as personal days if the holiday or holidays designated as personal days fall on the employee's regular scheduled workday. The personal days will be taken as day-at-a-time vacation equivalent to twelve (12) hours for each personal day.

If such designated holidays do not fall on the seven (7) day (2-2-3) schedule employee's regularly schedule workday, such employees will be paid eight (8) hours per holiday.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 19

Agreed:

  
Terry Beane

# Continental **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

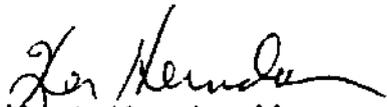
Mr. Beane:

This will confirm our mutual understanding regarding the Memorandum of Agreement Maintenance Flexibility and the offering of overtime hours. The parties agree to the following changes.

As specified in the maintenance agreement, all crafts covered by General Maintenance will be offered overtime on an equitable distribution of hours basis. These hours will be offered within each basic craft.

Both parties recognize situations will develop in areas/teams which will necessitate more than normal overtime requirements. The parties agree all overtime will be offered by basic craft from the master sheet with the following exceptions: Equipment breakdowns and special projects may be offered "out of line with hours" in order to perform the work more efficiently. This could include bidding the crafts by seniority for projects on a temporary basis or working the crafts in the area/teams "out of line with hours".

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 20

Agreed:

  
Terry Beane

# Continental<sup>®</sup> **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

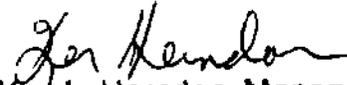
Mr. Beane:

As we discussed during the 1999 Contract Negotiations, "under general maintenance, manning assignments will be established by the Company on the basis of requirements for a specific basic craft."

If the need arises to reduce manning, employees will be placed on layoff status on a seniority basis within the total general maintenance group, unless the Company's ability to effectively perform maintenance jobs is adversely impacted by removing too many in one particular craft. In such cases, the Company may retain employees based on their basic craft, by seniority.

It is the Company's intent to progress with a maintenance training program developing a multi-craft skill base so that ultimately we will be able to simply utilize overall seniority in the total general maintenance group in a layoff situation.

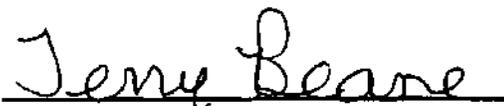
Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 21

Agreed:

  
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm the understanding reached between the parties during 1999 Negotiations. In the event the State of Kentucky provides the company with an unencumbered financial grant, said grant will be credited immediately to offset the hourly employee "Medical Cost Gap (MCG)" for the term of the Agreement.

In the event that there is a surplus amount of the grant from year 1, said surplus will be held in reserve to offset the MCG in year 2 of the Agreement.

In the event that there is a surplus amount of the grant from year 2, said surplus will be held in reserve to offset the MCG in year 3 of the Agreement.

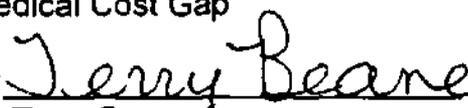
In the event that there is a surplus amount of the grant from year 3, said surplus will be invested into the plant.

In the event the grant does not offset the MCG for any year during the term of the contract, the provisions of the SUB Withholding Letter shall be applicable.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

Ref: Medical Cost Gap

Agreed:   
Terry Beane

Letter 22



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, KY.

It is agreed between the parties that the Final Finish Classifier-Sorter will be relieved for lunch and breaks by qualified Quality Control Unit employees. Also, qualified Quality Control Unit employees may be solicited for overtime coverage in the Classifier-Sorter classification after all available in-classification and out of classification qualified Final Finish employees have been asked.

Sincerely,

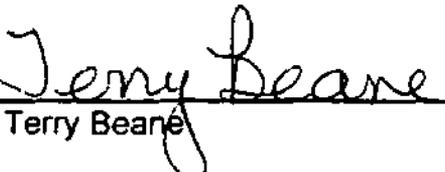
A handwritten signature in cursive script that reads "Ken L. Herndon".

Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 23

Ref: Article IX, Hours of Work

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

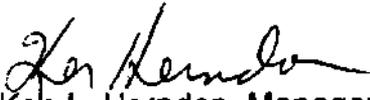
Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 contract negotiations at Mayfield, Kentucky.

For purposes of the plant's Performance Based Compensation Program, a maximum of seventy-eight (78) hours will be allowed for Sunday startup or weekend shutdown each week. The hours will be allowed for the Curing, Final Finish, or Maintenance Departments. The total hours allowed cannot exceed seventy-eight (78). A maximum of four-hundred (400) tires (200 passenger and 200 light truck) will be added to the scheduled ticket attainment to offset the additional hours. The amount of tires added to the schedule will be proportioned based on the actual hours used.

The amount of hours to be utilized for startup or shutdown will be scheduled and determined solely by the Company.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 24

Agreed:

  
Terry Beane

# Continental® **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, Kentucky 42066

Mr. Beane:

This letter will confirm the understanding reached between the parties regarding the lumpers during the 1999 Negotiations.

It is understood that the responsibility of the lumpers is to load and unload the trailers from loads that are spotted at or near the docks. Currently they are limited to the use of pallet jacks and warehouse buggies to load tires. As technology changes the parties understand and agree that lumpers may use other equipment (i.e. a Maximizer) to load/unload the trailers as efficiently as possible.

It is further understood that lumpers should not pick their loads from within the warehouse proper and that any expansion of the current lumpers role beyond what is provided herein shall be by mutual agreement of the parties.

Sincerely,

  
Ker L. Herndon, Manager  
Human Resources

KH/da

Letter 25

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 contract negotiations at Mayfield, Kentucky.

An incentive opportunity allowance of twenty-five percent (25%) shall be added to all enforced idleness within the machine or process cycle. This allowance will be added even though there exist manual elements, required by the established method, which are wholly internal to the enforced cycle time; it being understood that manual elements may be added to more efficiently utilize such enforced cycle time without affecting the standards.

The objective in establishing new and revised standards under this shall be to provide an opportunity for a normal qualified operator working at a normal incentive pace to earn approximately twenty-five percent (25%) above the incentive rate. It is recognized that individual standards may provide somewhat more or less than the twenty-five percent (25%) earnings opportunity even though they are set as accurately as

Letter 26  
Page 2  
October 2, 1999

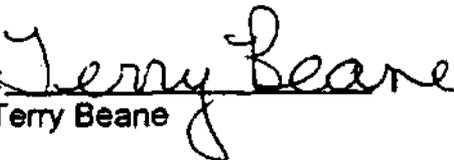
engineering techniques permit and the fact that employees do not achieve such performance and earnings is not in itself grounds that the standard is not correct. In no case is the approximate twenty-five percent (25%) to be construed as a minimum guarantee. However, an individual standard which does not provide an incentive opportunity of at least twenty percent (20%) shall be considered unsatisfactory and subject to revision under subsection (3).

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 26

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

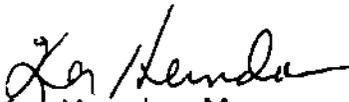
Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

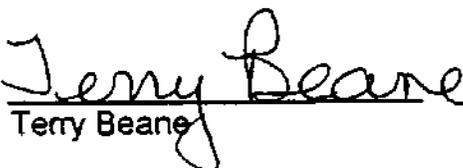
The PBC program will have a minimum guaranteed payout of fifty percent (50%) for six (6) months following implementation of the Agreement.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 27

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-8730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The Company agrees to pay a \$.25 general wage increase effective the first Monday following ratification.

The Company also agrees to pay the following general wage increase during the term of the Agreement:

\$.25 general wage increase effective 4-02-01

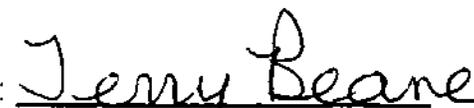
\$.25 general wage increase effective 1-06-03

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 28

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
Local Union No. 665  
463 S. R. 1241  
Mayfield, KY 42066

Mr. Beane:

This is to confirm that 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 PAF 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 PAF Fund 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 local election, and that this voluntary authorization may be revoked at any time by notifying the Company and USWA PAF Fund in writing of a desire to do so."

Signature \_\_\_\_\_

Dept. No. \_\_\_\_\_

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

Date \_\_\_\_\_

Letter 29  
Page 2  
October 2, 1999

The Union agrees to:

- 1) Provide the Company a duly executed authorization form signed by the individual employee.
- 2) 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.
- 3) Indemnify and save harmless the Company from any claim, suits, judgments, attachments, and from any other form of liability as a result of this Agreement.

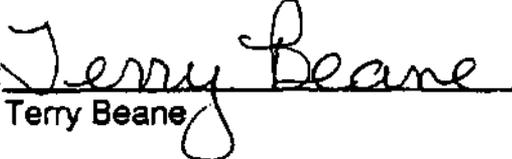
The pay from which the monthly deductions, the month for the once per year deduction, and the date on which the remittance check is to be delivered to the Union shall be established in each plant by agreement between the Local Plant Management and the Local Union.

Sincerely,

  
Ken L. Herndon, Manager  
Human Resources

KH/da

Letter 29

Agreed:   
Terry Beane

# Continental **GENERAL TIRE**

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

If the back-up Union Standards Representative's job classification, or a portion thereof, is placed on the 2-2-3 Four (4) Crew Schedule, the incumbent may be allowed to remain on the five (5) day Monday-Friday schedule day shift provided the parties mutually agree to such an arrangement. He will not be allowed to exercise machine table run preference and may be assigned to any machine designated by management.

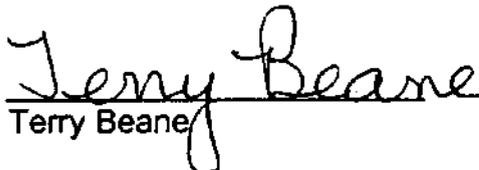
Any subsequent arrangement for a different back-up Unions Standards Representative must also be by mutual agreement.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 30

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

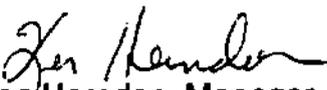
Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The 1997 Agreement Weekend Work Crew language and all associated contract letters will remain in effect until implementation of the 2-2-3 schedule January 4, 2000.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 31

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

Should the Company determine that a remaining Monday-Friday job vacancy is to be filled by recalling an employee from layoff status or a new hire, the following procedure shall apply:

The job vacancy will be re-posted for 2-2-3 employees only. All 2-2-3 employees will be eligible to bid on the vacancy. The highest seniority employee will be awarded the job. The subsequent 2-2-3 vacancy created by this transfer will be filled at the option of the Company with a surplus or new hire employee.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 32

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

In an effort to make the Company's determination to contract work out fair and equitable and at the same time address the employee relations issues, the following guidelines are intended to do so, as well as factually evaluate the economic realities of conducting business today. The parties must also recognize that there will be timing issues and staffing issues that will have to be dealt with on a longer term basis and that these issues do not lend themselves to instantaneous solutions.

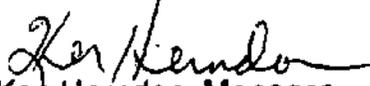
1. The Maintenance/Engineering Department will coordinate all contracting out issues in the plant and will be the decision making authority.
2. Before work is contracted out, an economic analysis will be made by the Maintenance/Engineering Department and/or the Department wishing to contract out work. The economic analysis will also take into account the timing and quality aspects of the jobs.
3. Should questions or concerns over any contracting out decision occur, it will be required for the Operation's Manager and the Union's maintenance Division Representative to discuss the situation and attempt to resolve the situation prior to a grievance being filed. This discussion will be held promptly.
4. Should emergency maintenance outside contracting work become necessary, the Maintenance Division Representative, or his designee, will be contacted as soon as possible.
5. All Machine Shop outside contracting will be channeled through the Operations Manager.

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Page 2  
October 2, 1999

6. These guidelines do not in any way alter or amend the existing contract language on outside contracting.

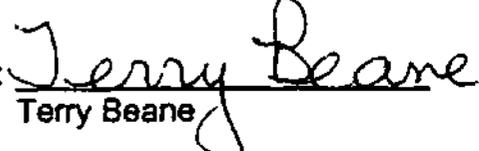
In following this guideline, the Union does not waive its right to bring forth the issue in the grievance procedure.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 33

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

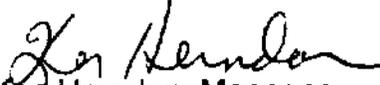
Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

In conjunction with the implementation of the 2-2-3 schedule, Maintenance Technicians will be allowed a one time job preference move/realignment. These employees will also be allowed another job preference move/realignment in conjunction with the shift realignment Memorial Day of the year 2002. The maintenance shift realignment may also be discussed as an "item of interest" in the September 20, 2003 re-opener.

These employees will also be allowed a shift preference move in accordance with Article VII, paragraph 6,C of the Agreement in conjunction with this realignment.

Sincerely,

  
Ker Herndon, Manager  
Human Resources

KH/da

Letter 34

Agreed:   
Terry Beane

Continental  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

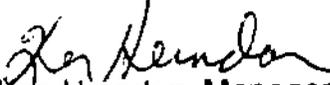
This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The parties agree to adopt an expedited arbitration process mutually agreeable to both parties on a six (6) month trial basis.

If an expedited arbitration process is adopted, Article IV paragraph 5 (a) will be changed to reflect the following for the normal arbitration process.

No grievance or dispute may be submitted to the impartial umpire by the Local Union less than thirty (30) working days before the hearing is to be held.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 35

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

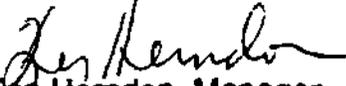
This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

Newly hired and transferred employees in the following classifications will be allowed, during the set-up procedure, an additional ten (10) working days at the day work rate:

1. Bias Passenger and Light Truck Tire Building
  - a) Model 88c NRM Builder
  - b) Model 60 and 80 NRM Builder with regular servicer
  - c) Model 80 NRM Builder with B-72 SVCL servicer
2. Radial Tire Building
  - a) Single Stage Builder
  - b) Multi-stage Carcass Builder
  - c) Multi-stage Finish Builder

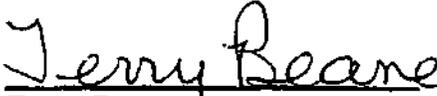
Letter 36  
Page 2  
October 2, 1999

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 36

Agreed:   
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

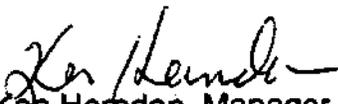
Mr. Beane:

This letter will confirm our mutual understanding made during the 1999 Contract Negotiations at Mayfield, Kentucky.

The Company agrees to provide aprons to employees in the Bladder Changer Utility classification in Department 624/626/679

Further, the Company agrees to pay wash-up time to employees in the Division Utility classification in Department 604, the Calender Utility classification, and the Tuber Utility classification.

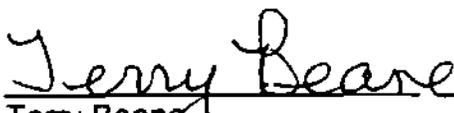
Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 37

Agreed:

  
Terry Beane

**Continental**  
**GENERAL TIRE** 

CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (270) 247-6730

October 2, 1999

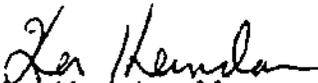
Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm our mutual understanding made between the parties during 1999 Negotiations at Mayfield, Kentucky.

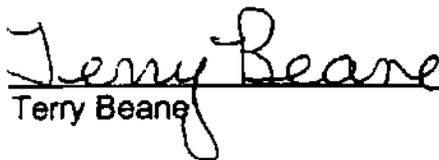
Article XVIII, paragraph 39, of the Agreement is not intended to be used to random drug test any employees.

Sincerely,

  
Ken Herndon, Manager  
Human Resources

KH/da

Letter 38

Agreed:   
Terry Beane



CONTINENTAL GENERAL TIRE, INC.  
Mayfield Plant  
One General Street Mayfield, KY 42066 (502) 247-8730

October 2, 1999

Terry Beane, President  
USWA Local 665  
463 S.R. 1241  
Mayfield, KY 42066

Mr. Beane:

This letter will confirm the understanding reached between the parties regarding successorship during the 1999 Negotiations.

The Company agrees that it will not sell, convey, assign or otherwise transfer substantially all of the assets of the plant to any other party (Buyer) who intends to continue to operate the plant as the Company had, unless the following conditions have been satisfied prior to the closing date of the sale:

1. The Buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the Employees;
2. The Buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date; and
3. If requested by the Company, the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the Employees; any such release and discharge will not be arbitrarily withheld by the Union.

This provision does not apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent company, including any of its subsidiaries or affiliates. This provision does not apply to any sale of substantially all of the assets of a plant made in connection with a sale of substantially all of the assets of the Company.

Letter 39  
Page 2  
October 2, 1999

The Company agrees that it will not sell, convey, assign or otherwise transfer substantially all of the assets of the plant in connection with a sale of substantially all of the assets of the Company unless the Buyer shall have recognized the Union as the bargaining representative for the Employees and shall have assumed all agreements between the Company and the Union.

Sincerely,

  
Ker Herndon, Manager  
Human Resources

KH/da

Letter 39

Agreed:

  
Terry Beane