

1911

1300 workers

AGREEMENT

Between

COOPER TIRE & RUBBER COMPANY

Texarkana, Arkansas

and

**United Steelworkers of America
Rubber/Plastics Industry Conference**



**LOCAL No. 752
of Texarkana, Arkansas**

Adopted April 11, 2005 -

April 10, 2010

103 pages

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THIS AGREEMENT is made and entered into this **11TH DAY OF APRIL, 2005**, by and between **THE COOPER TIRE & RUBBER COMPANY**, hereinafter referred to as the **"COMPANY"**, for its plant located in Texarkana, Arkansas and **UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW)**, and **LOCAL 752L**, thereof executing this Agreement; the International Union and the Local Union collectively being hereinafter referred to as the **"UNION"**.

ARTICLE I

- A. The Company recognizes the Union as the exclusive bargaining agency for all production, warehouse and maintenance employees of the Company's plant at Texarkana, Arkansas, exclusive of supervisory employees, office and factory clerical employees, plant guards (as defined by the Labor-Management Relations Act of 1947), engineering and laboratory employees and out-of-town truck drivers on all matters pertaining to hours of work, rates of pay, and working conditions.

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.

- B. Any employee of the Company who violates any provision of this Agreement or who acts in a manner not in accord with the expressed purpose of this contract, which is to promote cooperation and harmony with respect to the mutual well being of both parties, will be subject to disciplinary action. The Company will notify the Union in writing of any disciplinary action taken against Bargaining Unit Employees.
- C. Since adequate provisions have been made in this Agreement for a settlement of all disputes that may arise between the parties, it is agreed that the Union will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the life of this Agreement over any matter until all the bargaining procedure of this Agreement has been exhausted. On the contrary, the Union will actively discourage any strike, stoppage, slowdown or other interruption of work in violation of this agreement and any strike will be considered unauthorized unless such action has approval of the International Union. The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement over any matter until all the bargaining procedure of this Agreement has been exhausted. Members of the Union who encourage, sanction, approve or participate in a strike, stoppage, slowdown or other interruption of work not authorized by the Union shall be in violation of this paragraph.
- D. Any employee who violates the provisions in paragraph c. of this Article may be either suspended or discharged, or otherwise disciplined, and the

only issue in question, which may be processed through the grievance procedure, is whether or not the alleged offender actually is guilty of a violation of the paragraph aforesaid. If such grievance procedure is to be invoked in behalf of the alleged offender, such procedure must be commenced by written notice to the Company within three days from the time the employee (alleged offender) was disciplined. The punishment given to an offending employee shall not be the subject of any grievance, nor shall the International Union, the Local Union, or their respective officers and agents, be liable in damages to or to a suit for damages by the Company (Employer) because of the unauthorized contract violations by an employee or employees, during the term of this Agreement.

- E. Except as there is contained in this Agreement an express provision specifically surrendering, curtailing or limiting the right of Management, all rights of Management exercised or exercisable by the Company remain vested exclusively in the Company and shall not be subject to arbitration. It is further recognized that the operation of the plant, improvements in the manufacturing technique and the full direction of the working force are the functions and responsibilities of the Company. The exercise of such authority and the direction of the working forces shall not conflict with the provisions of this Agreement.
- F. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees, and it further agrees it will support Management in its efforts to improve production, establish efficient methods, eliminate waste in production, save materials and supplies and improve the quality of workmanship. The Union and its members will cooperate in attaining such a level of productivity as is consistent with the health and welfare of the employees and with this Agreement.
- G. There shall be no discrimination by reason of age, race, color, creed, sex or national origin.

ARTICLE II

CHECK-OFF, DUES DEDUCTION AUTHORIZATION

1. Membership in the Union is not compulsory. Each employee has the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
2. The Company shall deduct from the earnings of the employees from who they have received written authorization the union dues as specified by the International Secretary Treasurer of the Union and promptly remit the same to the International Secretary Treasurer, or his Successor, on

the proper form required and to the address that is so designated. A copy of the form and the dues deducted shall further be given to the Local Union Financial Secretary and the International Staff Representative. Deductions will be made from the earnings of the employee from the first payday of each month. Deductions of dues shall represent payment of Union dues for the current month.

3. The following standard authorization form will be properly executed by those employees eligible for membership in the Union who desire to have Union dues deducted from their paychecks. This Assignment and Authorization shall be irrevocable for the period of one 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 agreement and authorization shall be automatically renewed and be irrevocable for a period of one year or until the termination of the then current agreement between the Union and the Company, whichever is the shorter, unless notice is given revoking this assignment and authorization during the ten-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. The dues authorization and deduction form shall be as follows:

TELEPHONE No. _____
NAME _____ LEDGER No. _____
ADDRESS (STREET OR RURAL ROUTE) _____

CITY

STATE _____ ZIP CODE _____

(USW)
AFL-CIO-CLC
LOCAL UNION No. 752L

I hereby request and accept membership in the **UNITED STEELWORKERS OF AMERICA**, and of my own free will hereby authorize the United Steelworkers of America, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers of America as a condition of my continued employment.

DATE _____ SIGNATURE _____

ADDRESS _____

EMPLOYED BY:

COMPANY _____

SOCIAL SECURITY No. _____

PLANT _____ DEPARTMENT _____

ADDRESS _____

INITIATION FEE \$ _____ PAID

Said dues to be turned over to the Treasurer of Local No. 752, USWA. This assignment and authorization shall be irrevocable for the period one-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 year or until the termination of the then current agreement between the Union and the Company whichever is the shorter unless I give notice revoking this assignment and authorization during the ten-day period immediately following the end of such a period of irrevocability.

4. The Union shall indemnify and save the Company harmless from any claims, suits, judgement, attachments, and from any form of liability as a result of making any deductions in accordance with the foregoing authorization.
5. Any dispute arising as to an employee's membership in the Union shall be a subject for the grievance procedure, including arbitration.
6. "Member of the Union" where used herein means any employee who is a member of the Union and is not more than ninety days in arrears in the payment of dues.

ARTICLE III

- A. A grievance is a complaint, dispute or controversy in which it is claimed that the Company or Union has failed to comply with an obligation assumed by it under the terms of this agreement, and which involved either (1) a dispute as to the facts involved; (2) a question concerning the meaning, interpretation, scope, or application of this agreement; or (3) both.

- b. The parties to the Agreement recognize that grievances should be settled promptly and as close to the source as possible. Further, both parties will endeavor to present all the facts relating to the grievance at the first step in the grievance procedure.
- c. The steps in the grievance procedure shall be as follows: Any employee or group of employees having a complaint under the terms of this Agreement shall first take the complaint up with their immediate supervisor, or if they desire, through their Department Representative.

Step 1. Failing to settle such complaint with the supervisor, the grievance shall be put in writing and may be signed by a member of the Negotiating Committee and presented to the Shift Foreman, within two days of receipt of the grievance, the Shift Foreman will schedule a meeting with the Employee, Supervisor and Shift Steward involved. If the grievance is not settled, the Shift Foreman gives their written answer within two days from the date of the meeting.

Step 2. If the grievance is not adjusted at Step 1, it may be appealed to the Department Manager involved within ten days after receipt of the written answer to Step 1. Within five (5) days after receiving the appeal, the Department Manager, the Division Chairman involved and all people in the Step 1 meeting will meet and attempt to settle the grievance. If the grievance is not settled, the Department Manager shall have five (5) days to give their written answer.

Step 3. If not adjusted at Step 2, the grievance may be appealed to the Employee Relations Manager. Notice of appeal must be given in writing within ten days after receipt of the written answer to Step 2. The notice of appeal shall be accompanied by a written statement prepared by the Division Chairman involved stating the areas of disagreement from the written Step 2 answer submitted by the Company.

- (a) Upon notice of appeal, a meeting with representatives of the Company and of the Union Negotiating Committee will be held within five working days of the date of the appeal.
- (b) In such cases, unless mutually agreed otherwise the Union may be represented by one representative of the International Union and not more than six representatives of the Local Union and the Company will be represented by not more than six representatives. Upon conclusion of the conference, the Company will give written answer not later than five working days from the date of the meeting.

- (c) If requested by either party, a post Step 3 meeting will be held prior to the expiration of the time limits stated in Step 4 for the filing of a written notice of either party's desire to arbitrate the matter.

Step 4. Appeal to Arbitration

Any grievance or dispute which remains unsettled after following the grievance procedure outlined above may be appealed to arbitration by the party desiring arbitration by serving written notice on the other party of its desire to arbitrate the matter within thirty days after receipt of the written answer to Step 3.

The decision of the Permanent Impartial Arbitrator shall be final and binding to both parties and shall be complied with within thirty days after receipt of the decision.

The Permanent Impartial Arbitrator may interpret the Agreement and apply it to the particular case presented to them but shall, however, have no authority to add or subtract from or modify the terms of this Agreement. The fees and expenses (or expense and compensation) of the arbitrator shall be divided equally between the parties.

- d. If the Company fails to give its written answer within the time limit provided above, the grievance may be appealed immediately to the next step of the grievance procedure.
 - (a) The terms "Plant Manager" and "Employee Relations Manager" shall mean the official in such respective capacity or their representative who will have authority to adjust the pending grievance.
 - (b) The Basic Wage Rates and the General Wage Scale shall not be subject to arbitration.
 - (c) No decision at any step of the grievance procedure, including the decision of an arbitrator, shall create a basis for a retroactive adjustment in any other case.
 - (d) Any awards for back wages shall be limited to the amount of wages the employees would otherwise have earned from their employment with the Company less the following:

- (1) Any Unemployment Compensation which the employee is not obligated to repay.
 - (2) Compensation earned and/or received for other employment during the period covered by the award.
- (e) The time limits specified in Steps 1, 2, 3, and 4 may be extended by mutual written consent.
- (f) Any grievance not appealed or scheduled within the time limits set forth in Steps 1, 2, 3, and 4 or that are not extended by mutual agreement shall be considered closed and shall not thereafter be reopened. A new grievance on the same subject may be filed at a later date, provided that such grievance cites a change that has occurred subsequent to and that materially affects the situation, which existed at the date of closing the previous grievance.
- E. Any increase in piecework standards as a result of filing a grievance on new or revised standards shall be retroactive to the date that such standard was established, providing that the grievance is filed within eighteen (18) working days following the effective date of the rate; otherwise, it shall be retroactive to the date of filing of the grievance. However, if the Union Time Study Person does not make observations within 120 days of the date the grievance is appealed to Step 3 the Company shall only be liable for retroactive pay 120 days prior to the date the job is first studied. The Company shall make any retroactive payments within a reasonable length of time and will furnish the Union a list of personnel and the amount paid.
- F. All grievances must be filed within thirty days from the date of occurrence of the alleged contract violation except on piecework rates, provided, however, a grievance on a continuing complaint, dispute or controversy may be filed within thirty days from the latest date of occurrence. Settlements on grievances shall not be made retroactive for more than thirty days prior to the date they were first presented to the Employer in writing.
- G. Controversies may arise of a nature so general as directly to affect all or a major portion of the employees in the Plant. It is agreed that issues of this nature need not be subject to the entire grievance procedure, but may be initiated by the Union at a step, prior to arbitration, deemed appropriate.
- H. The Union shall keep the Company informed with a complete and up-to-date list of the names of all Department and Shift Representatives of the Union, Negotiating Committee and Officers of the Union. The Company

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

- I. Upon request of the Union, an International Representative will be permitted to participate in negotiations and arbitration commencing at Step 2.
- J. After receiving proposed dates from the selected arbitrator, the parties shall mutually agree and select a date and place for the hearing. The arbitrator will be notified of the place and date selected for the hearing. **THE ARBITRATOR WILL BE SELECTED BY THE STRIKE METHOD AT THE BEGINNING OF EACH YEAR ALTERNATING WHICH PARTY GOES FIRST, BEGINNING IN 2005 THE UNION SHALL STRIKE FIRST.**
- K. Meetings between the Company's representatives and the Union's representatives shall be held if requested by either party. If a meeting is requested by the Company, each member of the committee (not more than six) and the employee or employees involved shall be compensated for any time lost at the rate of their average hourly earnings for the time required to attend such meeting.
- L. A Union representative will be permitted to leave their work after securing permission from their foreman for the purpose of adjusting grievances if they have been notified that their presence has been requested by an employee in accordance with the grievance procedure. Such permission will be either granted immediately or, if a relief operator is required, such relief operator will be obtained as soon as practical. It is understood the Company will take positive action in training personnel so that accredited representatives of the Union may be relieved within a reasonable period of time if such relief operator is available.

Accredited representatives for the purpose of this paragraph means President, Division Chairman, Chief Stewards, Vice-President and Treasurer **AND FINANCIAL SECRETARY.**
- M. Upon entering a department other than their own in fulfillment of his duties under the grievance procedure, the Union representative shall first notify the foreman of their presence.
- N. There shall be a regularly scheduled meeting each week between each Division Chairman and the Employee Relations Manager unless mutually agreed otherwise. The times for these meetings shall be determined and agreed upon by the Division Chairman and the Employee Relations Manager. All items to be discussed at these meetings shall be presented in written agenda form to the other party at least twenty-four (24) hours in advance of the meeting.

The Company will pay Local Union Representatives their average hourly earnings for time spent in the regularly scheduled agenda meetings, investigating grievances and for performing other Company-Union related business up to a maximum total of one hundred forty hours each week whenever the number of employees in the bargaining unit is between 900 and 1100. If the employment is greater than 1100 or less than 900 the Company will pay up to a maximum weekly total of 12.75 hours per one hundred employees. Twenty (20) hours will be added to this total. The computation will be made on the basis of the number of employees in the bargaining unit during the first full week of each month rounded to the next even one hundred. This computation shall determine the maximum number of hours to be paid for during the week on which the computation is based and for each subsequent week prior to the first full week of the next succeeding month. The Company will pay the local Division Chairmen their average hourly earnings for time spent in performing Company-Union related business up to a minimum of 35.0 hours each week. The Company will pay the Local Union President his average hourly earnings for time spent in performing Company-Union related business up to a minimum total of 37.5 or 40.0 hours (whichever is applicable) each week. Any hours paid above 37.5 or 40.0 hours will be deducted from the total hours paid to other local union representatives for any one week. The Union will furnish the Company a weekly claim sheet indicating the names of the local union representatives to be compensated and the hours due each.

If the total hours per week as stated above are not used, any remaining hours will be allowed to accumulate and be used at a future time by the Local Union Representatives to perform Company-Union related business.

- o. It is agreed that "working days" as referred to in this Article shall henceforth be interpreted to mean only those days Monday through Friday on which the factory operates.

ARTICLE IV

- A. Eight consecutive hours in any twenty-four hour period, including a twenty-minute paid lunch period for workers engaged in continuous operations, shall constitute a normal workday. Seven and one-half hours in any twenty-four hour period, exclusive of a one-half hour unpaid lunch period, shall constitute a normal workday for all other workers. The standard workweek shall consist of five days, Monday through Friday. This paragraph is not and shall not be construed as a guaranty of hours of work per day or per week. The pay period shall begin with Saturday at 7:00 a.m.
- B. All hours worked in excess of eight hours in any twenty-four hour period

starting with the employee's regular shift starting time on Monday will be compensated for at the rate of time and one-half.

All hours worked in excess of forty hours per week shall be compensated for at the rate of time and one-half. All hours lost from their scheduled shift by the Local Union representatives and paid for by the Union shall be considered as time worked in computing hours in any one day or forty hours per week.

- c. The Company will pay employees double time for all work performed on Sundays. Sunday work will be considered to cover the period from 11:00 p.m. Saturday to 11:00 p.m. Sunday. Employees will not be required to take time off during the week to equalize hours for work done on Sunday.
- d. Time and one-half shall be paid for all work performed on the sixth day worked in the workweek. No employee will be scheduled off during the normal workweek to avoid premium payment. The following shall be considered as days worked in computing the premium pay for the sixth day:
 - 1. The ten designated holidays whether the plant works or not, except that if any employee absents them self voluntarily on a holiday, that day shall not be counted as a day worked.
 - 2. Any part of a day worked in the preceding five days of the workweek, except that employees who habitually fail to complete their scheduled shift claiming illness may be required by the Company to show proof of illness by certificate signed by the attending doctor.
 - 3. Authorized Union activities.
 - 4. Where scheduling, production or mechanical difficulties prevent them from working their regularly scheduled workday, except as mutually agreed otherwise by Company and Union.
 - 5. Due to death in the immediate family in accordance with ARTICLE X, PARAGRAPH N.
 - 6. Due to subpoena from a municipal, county or federal court.
 - 7. Jury duty in a municipal, county, or federal court.
 - 8. Authorized vacation

9. Military activity as set forth in ARTICLE X, PARAGRAPH M. OR when ordered out in case of a local emergency condition.
 10. Time lost for the first seven days of absence due to occupational injury or occupational illness recognized under Arkansas State Worker's Compensation.
 11. Recalls from lay-off.
 12. Time lost due to a shift change.
 13. Returning from penalty lay-off or suspensions.
 14. Armed Forces pre-induction or induction physical examination, provided the employee returns on their next scheduled work day.
- E. At no time will there be any pyramiding of overtime pay for any reason.
- F. Hours of work, regularly scheduled work, and overtime will be divided as equally as possible among all employees in the same classification, within a department.

All hours scheduled to an employee, or which would have been scheduled except for their absences for any reason, shall be charged as available hours whether worked or not.

The Company's data processing system will be acceptable as a record for hours worked and not worked.

Upon request, Union representatives will be allowed to review those records.

Hours required for the shift start-up and closedown will not be counted in the equalization of hours.

If an employee works overtime to fill a vacancy at the direction and scheduling of Management, these hours worked shall be used in the computing of equalization of overtime hours.

If an employee works overtime to fill a vacancy by voluntarily accepting the option to fill such vacancy, these hours worked shall not be used in the computing of equalization of overtime hours.

The voluntary acceptance of the option to fill vacancies on an overtime basis does not excuse an employee from their scheduled overtime

hours. Further in departments presently using the rotation system within a department, the acceptance of the option to fill vacancies on an overtime basis does not excuse an employee from taking their regular turn as called for under such rotation system and Management's right to schedule such overtime hours of work.

- G. Shift starting time in all departments shall be as near standard as possible. In cases where this seems impractical, such changes shall be mutually agreed to by the Company and the Union.
- H. Employees shall not enter their department earlier than is necessary to report to their regular work places at their regular starting time and they will not remain in their departments after close of their regular shift period or completion of their assigned work for the day, except for periods of authorized overtime. Employees will not be permitted in the plant except during their shift, nor in departments other than their own, except with permission from their foreman, the Assistant Employee Relations Manager, or the Plant Superintendent, provided further that no employee, other than employees on continuous operation, shall start prior to scheduled starting time nor shall they work any part of their lunch period. Employees who perform work at unauthorized times in violation of this paragraph shall not be eligible for payment for such work.
- I. When the average number of hours of available work per week in a classification is reduced below the normal work week, but not below four (4) normal days per week for a period of two (2) consecutive weeks, employees with no seniority status will be removed from the classification.
- J. In the event the work schedule is reduced to four (4) normal work days but no less than three (3) normal work days per week for a period of three (3) out of any four (4) consecutive weeks during any two (2) month period, the working force shall be reduced to provide not less than four (4) normal work days per week for the remaining employees in their respective classifications, and if such four (4) day schedule continues for four consecutive weeks, the working force will be further reduced to provide not less than five (5) normal work days per week. The above work-sharing program in each classification will be exercised not more than twice during each contract year of this Agreement. Deviations from the work-sharing program may be made by mutual agreement between the Company and the Union.

Shut-down of production operations for a full week shall not be counted as reduced weeks in applying the work-sharing program unless such shut-down is caused by a curtailment of production.

The above defined work-sharing program is for the purpose of reducing the work force in slack seasons in an orderly manner, and to fulfill the commitments made by both Company and Union in Article VII, Paragraph a. of this Agreement. Unusual circumstance may require unusual treatment and in such event the work-sharing clauses of this Agreement may be reopened for negotiation at any time on ten (10) day notice by either party but not more than once in any twelve (12) month period.

- K. Employees with the least seniority in a department or departments, which is sharing work below the normal work week, will be required to fill vacancies on file in the Personnel Department, providing they are physically and mentally capable of satisfactorily performing the job. Senior employees shall be given preference on available jobs.

- L. When an employee reports to work at the customary time without being properly notified to the contrary by the supervisor or the foreman, or other Company representative so authorized, or reports for work at a time requested by the supervisor and is assigned no work, they shall be paid an amount equivalent to 7 and 1/2 or 8 hours whichever is applicable Monday through Friday at the rate customarily paid the employee for lost time. If they are assigned work for a lesser period than 7 and 1/2 or 8 hours whichever is applicable Monday through Friday, they shall be paid this rate for that part of the 7 1/2 or 8 hours whichever is applicable Monday through Friday which is not available to them. It is understood that payment for reporting for work will not be made when the plant is down due to an act of God, major breakdown, or a breakdown caused by unusual circumstances beyond the control of the Company or for time lost by an employee because of a work stoppage or a slowdown. A telephone call to the employee's last given telephone number at least two hours before starting time will relieve the Company of any liability for reporting to work pay. Union stewards will be allowed to witness the phone calls or if no steward is available, the call will be documented. Employees who furnish no telephone number will not be eligible for reporting to work pay.

- M. Employees who decline the opportunity to work on alternate jobs temporarily assigned to them will not be eligible for reporting to work pay. The alternate jobs assigned employees who report for work may be worked within the employee's department or may be worked in other departments. Employees who are absent on the previous day will not be entitled to reporting for work pay, unless they have contacted the foreman and have definite instructions to report. Failure to keep the personnel department properly informed of correct address and telephone number will void the employee's right to reporting for work pay.

- n. Employees called to the plant by reason of an emergency shall receive a minimum of four hours to be paid at their regular rate. The Company is to have the option of providing work to complete the four hours if the emergency ends in less time. If such emergency time occurs on a Sunday or a holiday, the pay shall be at the Sunday or a holiday rate.
- o. No incentive employee shall be required to perform work on jobs other than their regular job on daily overtime or premium days unless the filling of such job is deemed by the Company to be absolutely necessary to meet production requirements. The supervisor will make a ruling as to whether or not the work is absolutely necessary to meet production requirements and so notify the employee of their decision immediately. If the supervisor fails to make such a ruling, the employee shall have the option of going home or not reporting for work on such overtime or premium days.
1. Whenever an incentive employee works overtime hours to fill a vacancy either at the direction and scheduling of Management, or by voluntarily accepting the option to fill such vacancy, in a classification other than their regular classification, they shall receive the rate of that job or their currently posted Past Average Hourly Earnings of their regular job, whichever is higher.
 2. Whenever a Special Hourly Rated Employee works overtime to fill a vacancy either at the direction and scheduling of Management or by voluntarily accepting the option to fill such vacancy in a classification other than their regular classification, they shall receive the rate of this job, their currently posted Past Average Hourly Earnings or the Special Hourly Rate of their regular job, whichever is higher.
 3. The Company and the Union further recognize that Paragraphs 1. and 2. above in no way interferes with or changes past policy and practices in regard to the right of Management to schedule overtime hours as required.
 4. The Company and the Union further recognizes that Paragraph 1. and 2. above do not pertain to work performed by employees scheduled to work on premium days or daily overtime in their regular classification, and as a result on job conditions which are present and practical on regular scheduling days they are transferred to another classification under the Articles and conditions of Article VI, and the interpretation of sub-paragraph (6), paragraph e., Article VI.

- P. No employee will work more than four hours overtime in any one day or over eight hours overtime in any one week (excluding Saturday or Sunday if there are qualified employees in the classification who have not been charged with eight hours overtime during the week.) Should the plant be scheduled for a six-day operation, all employees who are scheduled for the sixth day, will work the sixth day regardless of the overtime worked during the previous five days. Boiler operations may be scheduled on the seventh day.

Overtime work in excess of four hours in one day may be worked to cover emergency conditions if mutually agreed to by the employee.

- Q. Employees will not be required to work an unreasonable amount of overtime. The Company will seek volunteers for daily overtime whenever possible before scheduling employees.

ARTICLE V

- A. The holidays recognized by this Agreement shall be as follows: New Year's Day, Saturday of the week of Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the Employee's Birthday. If the Employee's Birthday falls on another designated holiday, the next day that is not a holiday shall be considered as the birthday holiday. If any such holiday falls on Sunday, it shall be observed on Monday. Whenever the day before Christmas falls on Sunday, it shall be recognized on the Saturday preceding such Sunday. **EMPLOYEES WHO ARE IN JOBS THAT ARE NORMALLY SCHEDULED OFF FOR SHUTDOWN AND WHOSE BIRTHDAY FALLS DURING THE PERIOD OF DECEMBER 24TH THROUGH DECEMBER 31ST WILL ONLY HAVE TO HOLD ONE LESS VACATION DAYS FOR SHUTDOWN INSTEAD OF THE NORMALLY REQUIRED. THOSE EMPLOYEES HAVING A BIRTHDAY DURING THIS PERIOD WILL RECEIVE PAY FOR THEIR BIRTHDAY AS IT FALLS (7.5 OR 8.0 FOR A WORKDAY) PLUS THEIR VACATION DAYS.**
- B. All work performed by employees with seniority between 11:00 p.m. of the day before the holiday and 11:00 p.m. of the holiday shall be paid for at the rate of triple time. Employees without seniority who work shall be paid at the rate of double time. In no event shall time and one-half be paid in addition to triple time for work performed on holidays.
1. An employee who works less than his 7 1/2 or 8 hour shift on a holiday, due to work not being available, will be paid a proportionate share of their holiday pay for the unworked portion of the shift; provided, however, that when an employee works overtime on a holiday in a continuation of their shift prior to the holiday or immediately prior to their

shift succeeding the holiday for the purpose of closing down or starting up an operation, they shall be paid at the rate of triple time, and such time shall not be deducted from the holiday pay herein provided. All other time paid for at the rate of triple time shall be deducted from the hours on which such holiday pay is based.

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

1. Each hourly rated employee shall be paid in an amount equal to their hourly rate multiplied by 7 1/2 or 8 hours, whichever is applicable to their job.
2. Each incentive worker shall be paid an amount equal to their past average hourly earnings as elsewhere defined in this Agreement, multiplied by 7 1/2 or 8 hours, whichever is applicable to their job.
3. Part-time workers (employees hired to work less than a normal work day) under 1. and 2. above, shall be paid no more than the average hours worked per day in the last scheduled normal workweek prior to the week in which the holiday falls.
4. For incentive employees on light duty from an industrial injury or industrial illness they shall be paid their Average Hourly Earnings defined as their posted average in effect on the date of their injury/illness, unless that employee has returned to regular duty for 90 days and subsequently placed back on light duty for the same injury illness, then the posted average on the date of the new light duty status will be used.

In no case shall holiday pay include any night shift bonus.

d. In order to be eligible for holiday pay, an employee must meet the following conditions:

1. They must have at least 30 days' continuous service with the Company.
2. They must work a shift on both their last regularly scheduled work day (**NOT AN OVERTIME DAY**) prior to and the first regularly **SCHEDULED** work day following such holiday (**NOT AN OVERTIME DAY**), except those employees excused by supervision after completing a portion of their shift shall be counted as having worked the shift.

Employees reporting to work late on their first regularly scheduled shift following a holiday shall be penalized as follows:

TARDY	% DEDUCTED FROM HOLIDAY PAY
Up through 12 minutes	5%
13 to 30 minutes	10%

After 30 minutes 10% of holiday pay for each half hour or fraction thereof of tardiness, and employees more than four hours late on such day shall forfeit their entire holiday pay.

In the event that two holidays are on consecutive days, employees reporting to work late on their first regularly scheduled shift following the holiday shall be penalized as above for the holiday pay for the second holiday.

3. Employees who are laid off, recalled, on approved sick leave, or leave of absence and either leave or return to work within ten (10) calendar days of a holiday shall be paid for such holiday. Employees absent due to occupational injury or occupational disease for which they have received disability payment under Arkansas State Worker's Compensation shall be eligible for holiday pay for the first holiday only following such injury or disease, but not to exceed one holiday per calendar year per employee.
4. When a holiday falls within an employee's earned vacation period and they are absent from work because of such vacation, they shall be paid for such holiday provided they work their last scheduled shift preceding (**NOT AN OVERTIME DAY**) and their first scheduled shift following the vacation (**NOT AN OVERTIME DAY**), except that employee excused by supervision after completing a portion of their shift shall be counted as having worked the shift.
5. They shall be paid if their absence is due to military activity (as set forth in **ARTICLE X, PARAGRAPH M.**), because of jury duty (as set forth in **ARTICLE X, PARAGRAPH Q.**), or because of death in the immediate family (as set forth in **ARTICLE X, PARAGRAPH N.**).
6. Personal illness may require a statement from the doctor certifying that the employee has been ill.

7. Loss of time through authorized Union activities certified by the Local Union President shall be considered as time worked in qualifying for holiday pay. **PARTICIPANTS IN STRIKES OR WORK STOPPAGES SHALL NOT SO QUALIFY.**
 8. **IF AN EMPLOYEE VOLUNTEERS FOR OVERTIME, ON THE DAY BEFORE, OR THE DAY AFTER A HOLIDAY (OR AN EARNED VACATION PERIOD IN WHICH A HOLIDAY FALLS), AND THEY DO NOT REPORT FOR WORK, THEY WILL NOT BE PAID THEIR HOLIDAY PAY.**
 9. **IF AN EMPLOYEE IS SCHEDULED, ON THE DAY BEFORE, OR THE DAY AFTER A HOLIDAY (OR AN EARNED VACATION PERIOD IN WHICH A HOLIDAY FALLS), AND NOTIFIES MANAGEMENT IMMEDIATELY THAT THEY WILL NOT BE ABLE TO WORK THE SCHEDULED TIME, THEY WILL RECEIVE THEIR HOLIDAY PAY BUT WILL BE CHARGED WITH AN OVERTIME REFUSAL.**
 10. An employee shall be excused from provisions of 2. and 4. above if they obtain written approval for their absence from the Plant Superintendent by application through their department foreman.
- E. Moreover, no employee who is scheduled to work on a holiday but fails to do so shall be eligible for holiday pay, unless such failure is due to death in the employee's immediate family, personal injury or proven personal illness.
 - F. Hours worked or not worked on any of the said holidays, which occur in the first five (5) days of the work week and are paid for under the provisions hereof, shall be considered as hours worked in computing hours in excess of forty (40) for the week in which the holiday falls, but in no case will premium pay be paid twice for the same hours worked.
 - G. Premium is defined as any pay in excess of straight time.
 - H. Hours actually worked on holidays for which premium pay is paid shall be counted for the purpose of computing the number of hours worked during the work week and premium pay for the work week and premium pay for work performed on holidays shall not be offset or credited against overtime pay for hours worked in excess of forty (40) hours per week, but in no case will compensation for overtime be paid twice for the same hours worked.
 - I. When a holiday falls on Tuesday, then Monday of that week shall be counted as full normal hours available under the terms of the SUB

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

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

ARTICLE VI

- A. The minimum hiring rate shall be no less than **\$12.00 PER HOUR**. After the first thirty days of employment, the minimum rate for the assigned job classification shall apply. Employees who exceed the hiring rate while working on an incentive operation shall be entitled to and paid such earnings.
- B. Definition of rates:
- (1) Base rate to be the evaluated worth of the job classification at a 60 Unit Hour.
 - (2) Hourly Rate to be a 70 Unit Hour.
 - (3) Job Expectancy of incentive jobs to be an 80 Unit Hour.
 - (4) It is agreed that the Company will establish standards so that the average experienced operator working at a fair pace can make earnings that will average thirty-three and one-third percent over the base rate of the operation.
- C. Base Rates are subject to change under the following conditions only:
- (1) A general wage change in which case, all base rates are to be affected similarly.
 - (2) When the requirements of the job are altered to the extent that the evaluation factors would place it in a different base level.
- D. Piecework rates are subject to change under the following conditions only:

- (1) Obvious clerical errors.
- (2) To utilize idle time that is being paid for at an incentive pace.
- (3) When the base rate of a job is changed in accordance with the above.
- (4) When there is a change in job content, such as methods, materials, tools, equipment, layout, or in the arrangement of equipment.
- (5) When, due to the effect of improvements in materials, methods, tools, equipment, layout, or in the rearrangement of equipment, a restudy will be taken to conform the rate to such improvement, provided only the elements affected by the above changes will be adjusted. Any change which either increases or decreases the machine cycle controlled time will be added or deducted at the rate equal to past average hourly earnings of the classification, but only the increased or decreased portion of the total machine cycle element will be added or subtracted at the rate of past average hourly earnings of the classification. The decreased portion will be subtracted at the rate it was included in the standard.
- (6) Any change in established piecework rates or standards will be made commensurate with the degree of change in job content so that operators working on the change job with comparable speed, skill and effort as before the change was made will have the same earnings opportunity.

It is understood that where an employee increases their efficiency through their own skill and effort it shall not be interpreted as being a change in job content under the provisions of this section.

- (7) In computing the change in rates referred to above in Item 6, each element time affected by the change in job content (but only those elements affected by the change in job content) shall be retimed to provide (at least) expectancy at an 80 Unit Hour production level.
- (8) In any case where a dispute between the parties involving a rate or standard reaches Step 3. of the grievance procedure, the Company, upon request of the Local Union, will permit a Time Study Engineer, approved by the

International Union, to enter the plant for the purpose of making studies of the rate or standard in dispute in order to properly present its case.

When the Union notifies the Company that the Union Time Study Engineer will visit the factory, the Company will give the Union a copy of the standard practice covering the operation in dispute. Immediately after the International Time Study Engineer has completed his studies, a meeting will be held at which time the Union and the Company time study detail will be laid down side by side for evaluation, including all standard data relative to the disputed rate.

- (9) The Company's Time Study Engineer will be present during such studies or observations by the Union Time Study Engineer along with a representative from the Local Union, who is acceptable to the Company.
- (10) The Company shall have established standard practices available for the Union Time Study Engineer.
- (11) The Company will have in all departments on all shifts the established standard practices available for inspection by piecework employees for the job classifications in which such employees are working. New standard practices will be posted in the department (time and date stamped) at the time the new rate is put into effect.
- (12) New or revised rates or standards are effective when posted.
- (13) Upon request, pertinent time study data and other information used in determining any new, revised, or protested labor standard will be made available to the Union Negotiating Committee for inspection in the Company offices and at scheduled meetings between the Union and the Company. Upon request such data may be copied by the Union. Information furnished will not be disclosed to any party not directly concerned with the administration of the Company-Union Agreement.

E. Use of rates.

- (1) Base rates will be guaranteed for all hours worked to all piecework employees. Continued failure of such employees to earn base rate under normal conditions shall be just cause for removal from the job.

- (2) Any piecework employee who has waiting time for a period of three minutes or more shall receive base rate of their job classification for time lost provided they notify their foreman immediately or such waiting time.
- (3) Any piecework employee delayed on their operation because of faulty equipment or using faulty materials shall receive their average hourly earnings for time lost. When such condition exists, the employee will notify their supervisor immediately and a determination shall be made immediately as to whether or not a faulty condition exists, and the amount of time the employee is losing shall be estimated at that time between the employee and the supervisor.

However, at the end of the faulty equipment or faulty material period, the employee may request that they and the supervisor review this allowance, and a final determination shall be made. In case of disagreement over the question of faulty equipment or faulty material or the time lost, the Union Steward will be notified immediately.

- (4) Any piecework employee engaged on experimental work shall receive their average hourly earnings for the time spent on such work.
- (5) Any employee working on an incentive job where there is no piecework rate in effect covering the work performed will be paid 95% of average hourly earnings of the job until a piecework rate is established for the job. If the piecework rate is not established within 30 days, the employee will be paid their average hourly earnings until a piecework rate is established. If the employee fails to meet a temporary estimated production level, which shall be fair and reasonable, they will be paid the hourly rate of the job.
- (6) An employee who is transferred temporarily to another classification while work remains on their regular job shall be paid the hourly rate of the job transferred to, piecework earnings of the job transferred to, their average earnings on their regular job or the hourly rate of their regular job, whichever is higher. If an hourly rated employee is transferred temporarily to an incentive pool operation with no piecework rate in effect, they shall be paid expected earnings of the job transferred to provided they make a fair and reasonable effort, or the hourly rate of their regular job, whichever is higher.

Any employee required to work overtime under the provisions of this **PARAGRAPH (6)** shall receive the hourly rate of their regular job, average hourly earnings of their regular job, piecework earnings of the job transferred to or the hourly rate of the job transferred to, whichever is greater.

- (7) Employees transferred at their request or because of failure to qualify on an assigned job will be paid the hourly rate of the job transferred to, or if piecework rates apply, the piecework earnings with base rate guarantee of the job transferred to.

After the second complete week on the new job, a past average computation shall be made for the second week's earnings computed as stated in Article VI, paragraph e., sub-paragraph (11). This average shall be used in all cases where past average hourly earnings or a portion of past average hourly earnings are to be used. This would remain in effect until his first two week's average is posted.

- (8) Employees working on an incentive operation may be transferred temporarily to another suitable operation while waiting on material or because of breakdown on their regular job and will be paid the piecework earnings of the job transferred to, 90% of expected earnings of their regular earnings or the regular rate of the job transferred to, whichever is greater.

Employees working on non-incentive operations may be transferred temporarily to another suitable operation while waiting on material or because of breakdown on their regular job and will be paid piecework earnings, of the job transferred to, the hourly rate of the job transferred to, or the hourly rate of his regular job, whichever is higher.

- (9) The Company may assign alternate work to employees in order to complete a workday and they shall be paid the hourly rate of the job transferred to, or if piecework rates apply, the piecework earnings with base rate guarantee of the job transferred to.
- (10) In any instance where there is an unjustifiable decrease in the performance of an employee working on any of the guarantees set forth in this Article, such guarantee may be withdrawn upon giving written notice to the employee and the President of the Local Union.

The Company recognizes that a proper orientation period may be necessary for a worker whose job has been changed to become familiar with any methods or devices and will permit sufficient time for such employee to learn the new operation.

(11a) Average hourly earnings shall be defined as the average total wages earned per hour over the past two weeks exclusive of overtime premium with the following exception that no earnings outside of their regular job classification shall be included in the computation. This average hourly earnings shall be used for a two-week period. The employee must work a minimum of twenty (20) hours in their regular job classification during the two-week period for the new average hourly earnings to be computed. Failure to meet the minimum will result in the employee using their most recent posted average hourly earnings. The Company's records pertaining to the dispute will be made available to the Union Negotiating Committee if a dispute arises over figuring average hourly earnings.

(11b) For the purpose of computation for hourly rated employees only, average hourly earnings shall be defined as the average total wages earned per hour over the past two weeks exclusive of overtime premium, shift differential, and wash-up allowance. The computation of average hourly earnings shall be used for a two-week period.

The average hourly earned computation shall be used only under the circumstances whereby an hourly rated employee is transferred to an incentive job. While on this incentive job, a condition arises whereby a regular incentive worker would use their average hourly earnings as payment. Under this condition the hourly employee would use their average hourly earning computation.

The average hourly earnings computation will not be used by hourly rated employees under Article VI, Paragraph e., subparagraph (6). The average hourly earnings computed for hourly employees is not interpreted as being their average earnings of their regular job as applied in this paragraph. For the purpose of holiday pay, jury duty and funeral pay this average hourly earnings computation shall be considered the employee's hourly rate.

(12) There shall be no discrimination by reason of age, race,

sex, national origin and creed, and all employees will be paid on the established base wage rate except as otherwise provided in this Agreement.

- (13) When employees bid for and receive, or employees are transferred to an incentive pool operation where there is no piecework rate in effect at the time of transfer, such employee shall be paid expected earnings on the job transferred to until piecework rates are established. Employees hired for an incentive pool operation where there is no piecework rate in effect at the time of hire will receive expected earnings after six weeks on the job.
- (14) Where there is no piecework rate in effect on an incentive operation, the General Foreman of the department shall establish a temporary estimated production level which shall be fair and reasonable. New employees on the job through hire, bid or transfer shall receive earnings on those days that they exceed their level. At all other times they will receive no more than the hourly rate of the job. If the temporary estimated production level has not been established before the employee completes three working days on the job, then the expected earnings rate will prevail for such employee until the piecework rate is established for the job.

- F. An Employee requested to report to a member of Management outside of their regularly scheduled shift and doing so at their option shall not be compensated. An Employee required to report to Management outside of the regularly scheduled shift shall be compensated for such time at their average hourly earnings on their regular job.
- G. A night shift bonus of \$.45 per hour shall be paid for all hours worked between 6:00 p.m. and 6:00 a.m.
- H. Whenever an inexperienced employee is added to group operations and thereby prevents the experienced employees from making their average hourly earnings, the experienced employees will be guaranteed their average hourly earnings for such period of time as may reasonably be required for inexperienced employees to attain normal production. Inexperienced employees are those who cannot maintain normal production.

ARTICLE VII

- A. Seniority is preference or priority by length of service with definite rights qualifying employees for employment when work is available, the purpose of which is to provide a declared policy of work security

measured by length of service. Employees shall acquire seniority after ninety continuous days of service and such seniority shall be computed from latest date of employment prior to established seniority; except that (1) if the employee is laid off for lack of work during this ninety day probationary period and (2) if they are recalled within four months, then (3) they will acquire seniority upon completion of 90 accumulative days of service and their seniority will date back to the last date of hire preceding the lay-off. Time worked prior to establishing seniority shall be considered a probationary period.

There will be no seniority prior to April 27, 1964.

b. An employee's service shall be considered continuous unless broken for any one of the following reasons:

- (1.) Quit for any reason.
- (2.) Absence from work for three consecutive working days or more without specific prior notifications, or without being excused will be sufficient cause for removal of any employee from the payroll, and subsequent employment will be without credit for previous service. Such employee shall be considered as having resigned. If, however, such employee reports back for work within one week, they may be reinstated only by mutual consent of the Company and the Union.
- (3.) Discharge for any justifiable reason.
- (4.) Overstaying leaves of absence.
- (5.) Failure to report within three days after receiving recall notice, provided that no employee shall lose their seniority if failure to report for work when called is caused by sickness or accident and provided further that such employee upon their recovery shall report to the Company for work.

Any recalled employee who does not report within three days as described above but reports within seven days from the time they are recalled, will be eligible for the next opening for which they can qualify, providing they report their intention to return to work within three days and reports to work within five days from the time they are notified of the second opening, unless failure to report for work is caused by illness or injury.

(6.) Engaging in other employment while on leave of absence.

- c. A complete seniority list of all employees shall be kept up to date. Department seniority lists will be posted on the plant bulletin board quarterly. The Company shall furnish the Union two copies of the quarterly seniority list at the time of its posting.
- d. Each employee will keep the Personnel Department promptly and correctly informed of present address and any change of address by signing a Change of Address Authorization Form provided for that purpose. The information should be complete as to correct spelling of name, correct street address and means of telephone communication, if any. Laid-off employees who change address shall notify the Company of such change in address or forfeit their right to recall when called for a job opening. The Company shall furnish the Union one copy of all Changes of Address Authorization Forms filed by the employee.
- e. Seniority shall be by job classification, then by department, except that plant-wide seniority shall prevail for employees having more than thirty (30) days of seniority in all lay-offs, recalling, job bidding and transfers. Union Officers, consisting of President, Vice-President, Division Chairman, shall have top plant-wide seniority during their terms of office, except that they may use only their actual seniority in bidding on new jobs.

All employees with three (3) months but less than one (1) year's service in case of lay-offs, shall have the right to replace the youngest employee in the plant after completing a two (2) week lay-off period. Employees who are laid off shall be recalled in reverse order and in line with their seniority, unless otherwise mutually agreed.

The Union recognizes that in case of skilled craftsmen in non-productive departments, deviation from this program may be necessary, and grant the Company the right of such deviation as far as is consistent with the welfare of employees and consistent with expressed Union policies.

- f. Shift preference shall be according to seniority in the same job classification. Shift Preference may be exercised only by bumping an employee. Transferred employees will exercise shift preference based on their seniority record after a thirty (30) day probationary period in the new department. Shift preference submitted by Noon on Wednesday will be considered final and cannot be withdrawn. Shift Preference must be submitted by Noon on Monday of a short workweek consisting of three days or less. Employees on leave of absence or light duty must be on regular duty within fourteen (14) days to exercise shift preference. New hires cannot bump or be bumped until they have qualified in their

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

1. the employee is transferred to avoid layoff,
 2. the exercising of their seniority is cancelled due to application of greater seniority,
 3. curtailment of production,
 4. employee has bid or been moved to a different classification on a different shift,
 5. or employee has been permanently moved from their shift by management.
- G. Employees transferred from their regular classification to another classification shall retain their seniority in the classification transferred from for a period of thirty (30) days, after which such employee's total seniority shall apply in the department to which they have been transferred.

If the employee's transfer is caused by their successful job bid the employee's period of thirty days begins the date their bid is declared successful.

- H. No new help will be hired in any department as long as there are regular employees laid off and are available for work, and any employee who is recalled to a position other than the one from which they were laid off, or when an employee is working on a job other than their regular job because of transfer due to curtailment of production and the application of seniority rights, such employee, upon written request within one week after time of transfer, shall be permitted to return to their former position when an opening occurs.
- I. The Union President, the Steward, and the employee involved will be notified in writing of all employees who are laid off three (3) days before such action is to be taken.

If an employee is laid off without receiving a three-day notice of lay-off or is not scheduled to work during such three-day period, the employee will be granted pay at their regular rate of pay for that portion of time, not to exceed three days, not made available by the Company.

It is further understood that the Union President shall be notified of all recalls from lay-offs when such action is taken.

It is understood that the above does not apply to an employee who is temporarily laid-off due to medical restrictions or who has been previously disqualified from the job held by the least senior employee in the plant.

- J. If an employee accepts, or has accepted a position with the Company which makes them ineligible for Union membership, they shall upon termination of such transfer automatically resume their regular place on the seniority list except an employee who has not completed one (1) year in the bargaining unit and is transferred to a supervisor or other position outside of the bargaining unit after the effective date of this agreement shall not accumulate bargaining unit service credit for seniority purposes while outside of the bargaining unit. They will return to the department from which they had transferred and replace the youngest employee in that department. If their department has been eliminated, they shall replace the youngest employee in the plant. However, any employee who transfers from the bargaining unit after March 1, 1978 may only elect once to return to the bargaining unit. Employees currently outside the bargaining unit will not continue to accumulate bargaining unit service while outside the bargaining unit after January 14, 1984. Any accumulated service outside the bargaining unit through January 13, 1984 will be frozen but not severed.
- K. Employees who become handicapped in the course of their employment with the Company, or who have given long and faithful service, and who are unable to perform their regular duties, shall be given preference to such work as can reasonably be made available to them, and they are able to qualify for at the regular rate of pay for such work. Application of this rule is not to be governed by seniority, but no employee is to be removed to place such employee.
- L. When vacancies occur or new positions are created requiring additional help, such vacancies or new position shall be posted for bid. Senior employees of those bidding shall be given preference of such jobs as far as is practical and consistent with proper ability and experience to perform the work required.

Notice of such openings for new jobs shall be posted by the Company for a period of forty-eight (48) hours to permit employees with sufficient seniority to bid on such jobs. After the forty-eight (48) hour period has elapsed, and employees with seniority have not bid for the job, it shall be the prerogative of the Company to fill the job with the youngest or a new employee. All bids are to be in writing and vacancies shall not be posted for bid until all employees who have formerly worked on the job, and have submitted written requests to return, have been given an opportunity to return. **JOB BIDS SHALL BE POSTED IN EACH DEPARTMENT BEHIND**

LOCKED GLASS CASES SO THAT ALL EMPLOYEES HAVE THE RIGHT TO BID.

Any employee who is given such new job or fills such vacancies and is unable to perform the work satisfactorily within the allotted time shall be returned to their former job if the job is available. If their job is not available, they may take an available opening. Should there be no available opening, they may replace the employee with the least seniority in the plant. No employee may change their job bidding more than once in a six (6) month period.

The six-month period shall start (1) the day the employee was declared the successful bidder for the job vacancy, or (2) the day they declines such successful bid prior to transfer.

New employees shall acquire bidding privileges only after twelve (12) months of seniority.

Surplus employees shall fill existing vacancies in line with their seniority unless disqualified for just cause.

The Assistant Employee Relations Manager will give a copy of the jobs posted to the Union. Job Bids will be made in written applications, for the Assistant Employee Relations Manager. Jobs posted for bid will be posted at all time clocks. The Company will be required to post no more than one additional job opening caused by bidding for the original vacancy.

Employees who bid for a job and then refuse transfer to the job bid upon shall lose all job bidding privileges for six (6) months.

The results of each job posted shall be posted within three (3) working days after close of the bidding period. If any delay is encountered by the Company they will meet with an accredited representative and explain the reasons. If a successful bidder is absent due to sickness or an accident, or is working light duty, the employee must be available for regular duty for that bid within two weeks of the successful bid date. If the employee is not released for regular duty for the job opening, the Company will reinstate their bidding privileges and offer the opening to the next qualified bidder.

The Company shall post all job vacancies for bid.

When new job classification are created that require special qualifications or skills, the qualifications and rate of pay will be determined by the Company but will be discussed with the Union prior to the job being posted.

- m. Students who are employed on a full-time basis during vacation from school will be credited only with such seniority as they establish during any one period of employment. Such seniority will terminate upon the student's return to school, or upon lay-off, whichever occurs sooner.
- n. A laid-off employee with seniority rights at time of lay-off when recalled, shall receive credit for seniority held at the time of lay-off plus seniority credit for time laid off up to but not exceeding two years.
- o. When a temporary vacancy is created by the absence of an employee that is expected to last for more than sixty (60) days, it is the Company's intention to give preference to such jobs to employees who have a written request to return to the job in line with their seniority.

ARTICLE VIII

- a. Leaves of absence may be granted for reasons other than illness or injury for a period not to exceed thirty (30) days upon written application of the employee and approval of the company, when the services of the employee are not immediately required and there are employees available in the plant capable of doing their work. Extensions of such leaves may be granted if agreed to by the Company and the Union. However, when an employee on leave of absence engages in other employment, they may lose their seniority unless special consent has been granted by the Company and the Union in writing.
- b. Leaves of absence shall be arranged through the immediate foreman with the Personnel Department.
- c. Employees granted leaves of absence for illness or injury for ninety (90) days requiring renewal will be granted such renewal upon recommendations of competent medical advice.

If circumstances are such that the employee cannot contact their foreman for a definite leave of absence, but they write a letter to their foreman without delay and request a definite leave of absence, every reasonable consideration will be given to their request.

- d. If any employee is elected or appointed to perform services as a representative of the Labor Union, the International Union, **USW**, AFL-CIO, National AFL-CIO, or its affiliates, they shall be granted a leave of absence to work with full accumulation of their seniority rights.
- e. Employees selected for or enlisting in any Military Service pursuant to the Universal Military Training and Service Act shall maintain their seniority providing they return within the period required by such Act after their honorable discharge and are physically capable of assuming

employment. In the event of disability depriving servicemen of the opportunity of reporting back within such time, their condition shall be taken into consideration and they shall hold their seniority until such time as they are physically capable of reporting or until such time as they are declared permanently disabled. Upon entering Military Service, the employee shall receive accrued vacation benefits.

- F. An employee on a leave-of-absence for sickness or home accident who had seniority rights at the time of starting such leave-of-absence, shall receive credit for seniority held at the time of starting such leave-of-absence plus seniority credit for time on leave-of-absence up to but not exceeding two years. This shall not restrict the right to return to work after two year.

ARTICLE IX

- A. All employees who complete one (1) year but less than five (5) years of service with the Company during the calendar year shall receive two (2) weeks vacation with pay based on four (4) percent of their total earnings for the twelve (12) months immediately preceding this anniversary date.
- B. All employees who have completed two (2) years of service with the Company by December 31st of any year shall receive two (2) weeks vacation based on four (4) percent of their total earnings for the previous calendar year.
- C. All employees who complete five (5) years of service with the Company shall receive three (3) weeks vacation with pay based on six (6) percent of their total earnings for the preceding calendar year.
- D. All employees who complete fifteen (15) years of service with the Company shall receive four (4) weeks vacation with pay based on eight (8) percent of his total earnings for the preceding calendar year.
- E. All employees who complete twenty (20) years of service with the Company shall receive five (5) weeks vacation with the pay based on ten percent (10%) of their total earnings for the preceding calendar year.
- F. All employees who complete twenty-five (25) years of service with the Company shall receive six (6) weeks vacation with the pay based on twelve (12) percent of their total earnings for the preceding calendar year.
- G: The minimum vacation pay for employees who have worked six (6) months or more during the calendar year and are eligible for payment as specified above shall be six hundred ~~FIFTY~~ dollars (\$650) per week.

The minimum vacation pay for employees who return from the Armed Services (including Merchant Marine) to the employ of the Company shall be eighty (80) hours for those eligible for two (2) weeks vacation and one hundred and twenty (120) hours for those eligible for three (3) weeks vacation and one hundred sixty (160) hours for those eligible for four (4) weeks vacation and two hundred (200) hours for those eligible for five (5) weeks vacation and two hundred and forty (240) hours for those eligible for six (6) weeks vacation based on their average hourly earnings; except that such vacation pay allowed shall apply for the first year only after their return.

- H. It is understood that employees shall have the right to request any particular period of time in which to take their vacation according to their seniority standing for the third and fourth week of vacation for those employees eligible for such vacations.
- I. Employees who have established eligibility for at least two (2) weeks vacation period shall receive accrued vacation benefits payable on termination of employment. However, minimum vacation benefits do not apply. Employees who have already established eligibility for a vacation and who are laid off for a period of three months shall, upon request, be paid accrued vacation pay without affecting their seniority or recall rights or their rights to a minimum vacation pay for the vacation year. Any accrued vacation pay awarded under this paragraph shall be deducted from the following year's vacation pay.
- J. The following weeks shall be a vacation period for all eligible employees not scheduled for emergency, shipping, or maintenance work:
 - 1. **2005** Week starting **JUNE 27TH** and the seven day period starting **DECEMBER 26TH**.
 - 2. **2006** Week starting **JULY 3RD** (observe July 4th on July 10th) and the seven day period starting **DECEMBER 26TH**.
 - 3. **2007** Week starting **JULY 2ND** (observe July 4th on July 9th) and the seven day period starting **DECEMBER 26TH**.
 - 4. **2008** **WEEK STARTING JUNE 30TH (OBSERVE JULY 4TH ON JULY 7TH) AND THE SEVEN DAY PERIOD STARTING DECEMBER 26TH.**
 - 5. **2009** **WEEK STARTING JUNE 29TH (OBSERVE JULY 4TH ON JULY 6TH) AND THE SEVEN DAY PERIOD STARTING DECEMBER 26TH.**

Any employee scheduled to work during the vacation period shall observe July 4 on July 4 and January 1 on January 1 and not as stated in (1.), (2.), and (3.) above.

In the case of necessity the Company may cancel or change this shutdown period for any year, provided notice is posted at all time clocks at least sixty (60) days prior to the start of the vacation week.

- K. In the event an employee is on vacation and it becomes necessary for them to attend the funeral of a relative, as provided in **ARTICLE X, PARAGRAPH G.**, their vacation schedule shall be extended by the number of days they would be eligible for payment under said provision had he been working in the plant, provided they notify their foreman promptly of the funeral in sufficient time for the foreman to secure a replacement.
- L. Total money paid to the Local Union President, Vice-President, Secretary, Treasurer, Executive Board Members (5), Trustees (3), Division Chairmen and all Department Stewards due to official Union activities shall be reported to the Company by the Local Union Treasurer. Credit for the money shall be added to the gross earnings of the above-mentioned representatives for the purpose of computing vacation pay. The Union will give the Company written notification of the person in each of the above positions at all times and their term office.
- M. An employee who has established eligibility for vacation shall receive accrued vacation benefits when they enter military service. Minimum vacation benefits do not apply. In case an employee leaves for military service and returns in less than one year, any accrued vacation pay shall be deducted from the vacation paid under Paragraph h. above. The intent of this paragraph is to pay eligible employees for their vacation benefits without duplicating such benefits.
- N. Gross earnings shall include the amount of Short Week Benefit payments under the SUB Program during the calendar year for which the employee's vacation pay is based.
- O. An employee on vacation who is required to serve on jury duty may extend their vacation by the number of days they is required to serve provided they notifies their foreman in sufficient time for the foreman to secure a replacement.

ARTICLE X

- A. No employee of the Company of an official, administrative, or advisory capacity shall take part in any production or maintenance work, except for experimental, instructive, emergency, or relief work.

- b. **Lost time pay through misapplication of seniority rights shall start from the time the Company is officially notified by the Union in writing, and shall be compensated for such lost time at their average hourly earnings.**

- c. **A bulletin board will be provided where proper notices of interest to employees may be posted after approval by the Personnel Department. Bulletins from Local Number 752 shall be signed by the President, Recording Secretary, or any official, and when officially approved by the Personnel Department, the bulletin may be posted in the plant. The following types of bulletin do not need the approval of the Personnel Department:**
 - 1. **Notices of Union recreational or social affairs.**
 - 2. **Notices of Union elections.**
 - 3. **Notices of Union appointments and results of Union elections**
 - 4. **Notices of Union meetings.**

- d. **Any employee unable to report for work on their regular shift at the required time will make a previous arrangement with their foreman, or if unable to do this, will notify the foreman in charge of their department at the earliest possible moment and before their shift starts, if possible. Absence without leave or without report, and without reasonable excuse for non-reporting, will be cause for disciplinary action by the Company.**

- e. **A Safety and Sanitation Committee shall be appointed consisting of not more than two members representing the Company and not more than two members representing the Union to facilitate the promotion of safe working practices and sanitary and healthful working conditions. The Committee will be furnished annual passes for the purpose of entering the plant to investigate safety and sanitation conditions. A written report of the finding will be filed with the Company Safety Manager by the member of the Committee who enters the plant for the purpose of investigating safety and sanitation conditions within twenty-four hours of the investigation.**

The Safety and Sanitation Committee shall meet as often as deemed necessary, but not less than once per week, for the purpose of discussing safety and sanitation problems. At the meeting, data concerning accidents in the plant will be made available upon request. The Committee will tour the departments of the plant periodically for the purpose of promoting safe working practices and proposing safety recommendations and, further, to observe whether adopted safety

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

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

Due consideration will be given by the Company to recommendations of the Safety and Sanitation Committee. In the event safety, health or sanitation problems discussed by the Committee remain unsettled, they may be processed through the grievance procedure, beginning with the Manager of Employee Relations step.

The Union and Company shall require that all employees will observe all safety rules and practices and do all possible to prevent accidents to themselves or other employees. Any employee who knowingly commits an unsafe act or knowingly creates an unsafe condition will be subject to disciplinary action.

- F. It is understood that smoking areas, adequate toilet and wash room facilities, a sufficient number of lockers and showers, will be kept in a sanitary condition at all times, and adequate drinking water facilities will be provided by the Company. The Union and its members will cooperate in maintaining the physical condition and cleanliness of the facilities provided.
- G. Any provisions of this Agreement that violate State or Federal Laws shall be considered null and void.
- H. Officers of the Union shall be permitted to enter the plant at any time to perform necessary Union duties and to investigate pending grievances, provided that there is no abuse of this privilege. The Union Officer entering the plant shall first notify the Plant Superintendent, Employee Relations Manager, or Night Superintendent of the reason for their visit to the plant.
- I. Wages will be paid **ON THURSDAY AT 2:00 PM OF THE WORK SHIFT** for the preceding week.

- J. When an employee is injured in the plant and is given First Aid Treatment or is taken to a doctor for treatment, and returns to their job to finish out their shift on the same day, they shall be compensated for time lost on the day the injury occurred at the hourly rate of their regular job if on day work or at their average hourly earnings of their regular job if on incentive work if approved and authorized by the Plant Superintendent.

When an employee receives a visible injury in the plant (cut, bruise, crushed digit or limb, but not to include sprains or strains), and is treated at First Aid or is taken to a doctor for treatment and if the injured employee is unable to return to their job to finish out their shift on the same day, they shall be compensated for reasonable time lost for first aid treatment and/or doctor's treatment at their average hourly earning or hourly rate of their regular job. The time lost for the remainder of their shift will be paid at the job expectancy of their job classification.

An employee who receives an industrial injury, which requires follow-up medical treatment by the Company doctor on a subsequent day, will be paid for time lost from his regular shift, however, the employee will attempt to schedule such follow-up on an off day. The rate of pay will be his hourly rate, if an hourly rated employee, their average hourly earnings if an incentive employee, or 85% of their average hourly earnings (incentive employee) if at the time the employee is on light duty and being paid in accordance with Article X, Paragraph u. of the Company-Union Agreement.

- K. The Company will continue its present practice of granting two ten-minute paid rest periods for all employees not on continuous operations. It is understood that all piecework rates do provide for the two ten-minute rest periods as a part of the rate. All future piecework rates will provide for two ten-minute rest periods as part of the rate.

A paid relief allowance or period of twenty (20) minutes will be permitted for all employees working on continuous operations.

1. Where a relief man is not provided, the rate of pay shall be in addition to the daily earnings computation at expected earnings if on incentive or at hourly rate if on hourly-rated classification.
2. Where a relief man is provided in an incentive operation, the regular operator will receive the earnings generated by the relief man during the relief period.

Where an employee works less than their regular schedule shift or works overtime, they shall be paid for such relief period as follows:

Up to 4.0 hours 10 minutes pay at expectancy if on incentive or hourly rate if on hourly rate of the job classification.

4.0 to 8.0 hours 20 minutes pay at expectancy if on incentive or hourly rate if on hourly rate of the job classification.

In case of overtime, the start of the overtime shift shall mark the beginning of accumulation of hours for this payment.

- L. Employees with seniority who are members of the United States National Guard or of Reserve Unites of the Army, Air Force, Navy, or Marine Corps will be paid for time spent in training or on temporary special service not to exceed twenty-four (24) days each calendar year. The amount of pay will be calculated as follows: the hours the employee would have been able to work during the time they were in training or on temporary special service multiplied by their average hourly earnings, less the amount received from the Military Service for the same period of time (excluding travel allowances). The period for which payment will be made will commence with the first date appearing in the certification of pay received from the Commanding Officer. Only days for which make-up is paid will be included for military pay deductions.

Once each calendar year, an employee with seniority who is a member of any reserve component of the Armed Forces who is required to attend a weekend training period shall receive make-up pay for the time lost from their regularly scheduled shift while on such duty subject to the maximum of twenty-four (24) days provided for in the above aforementioned provisions and other limitations contained therein. (Maximum pay provision under this paragraph is one weekend per year.)

- M. An employee with seniority who is absent from work to attend the funeral, memorial service, cremation or burial of his parent, step-father, step-mother, step-child, father-in-law, mother-in-law, brother, sister, half-brother, half-sister, step-brother, step-sister, child legally adopted child, spouse, daughter-in-law, son-in-law, grandparent, grandchild, brother-in-law, sister-in-law, brother-in-law of spouse, sister-in-law of spouse, great grandparent, grandparent of spouse, great-grandchild and great-grandparent of spouse, shall be paid their straight time average hourly earnings if a pieceworker, or their current hourly rate if an hourly rated employee, for the time lost from their regularly scheduled shift by reason of such funeral during a period of three (3) consecutive calendar days, one of which is the day of the funeral.

The above in-law relationships will continue to be recognized after death of a spouse until the employee remarries. Divorce will terminate the in-law relationship.

- n. The employee will be furnished a written copy of any notation of a derogatory nature that is made a part of their personnel record. If they do not agree with the facts stated therein, they will have three days in which to make a written protest which will be submitted to the Personnel Department. A meeting will be held within three working days to discuss their protest. The employee will be given the decision in writing regarding their protest within three days following the meeting. If the difference of opinion between the employee and the Company as to the validity of the notation is not resolved, the problem may be processed through the grievance procedure.

All letters containing derogatory notations for minor offenses not repeated within one year will be removed from the employee's personnel file. All letters of a derogatory nature dated prior to **JANUARY 1, 2003**, will be removed from the personnel file except for the letter for the violation of Article I, Paragraph c. shall remain as a permanent part of the employee's record.

Minor offenses as used in the above paragraph means any offense that does not involve a suspension or poor workmanship.

- o. A Union member required to appear before a representative of management for the purpose of receiving a reprimand, suspension or discharge, will be reminded of their right to Union Representation.

In the case of suspension or discharge of a Union Member the Company shall notify the Union President in writing within one working day (excluding Saturdays, Sundays, and Holidays), setting forth the reasons for such action. If the Company suspends or discharges a Union Member, the issue becomes final if the Union does not within two working days (excluding Saturdays, Sundays, and Holidays) from the Company's letter either (1) file a formal grievance, or (2) submit a written request for a hearing.

If the Union requests a hearing, the hearing will be held within two working days (excluding Saturdays, Sundays and Holidays) from the date of request and Union will have two working days (excluding Saturdays, Sundays and Holidays) from the date the Company gives the written answer on the hearing to file a formal grievance. Otherwise, the suspension or discharge becomes final. Any employee who loses time through an unjust suspension or discharge shall be compensated at their average hourly earnings for such loss of time, and shall be reinstated to their regular job.

- P. Any employee with seniority who is called to and reports for duty on a municipal, county or federal jury, or grand jury, shall be paid the difference between the amount paid for such service, unless jury pay is \$20 or less, and their straight-time past average hourly earnings rate if on incentive, or their hourly rate if on day work, for the time lost from their regularly scheduled work shift by reason of such service. Such compensation shall be payable only if the employee (1) gives the Company notice of such jury duty call within twenty-four hours after receipt of notice of selection for jury duty and (2) presents proper evidence as to the jury duty performed and the amount of pay received. An employee shall be considered as assigned to the daytime shift during the period they are serving as a juror, unless they may be reasonably expected to work half of their regularly scheduled shift.
- q. If a disagreement arises in regard to a claim made by an employee on a time card, the following procedure shall apply: (1) the item or items in dispute shall be blue lined by Supervision with a blue pencil; (2) the time card (or a true copy) blue lined by Supervision shall be returned to the employee; (3) if the employee agrees with the change, they shall place their signature upon the face of the time card; (4) if the employee disagrees, they shall place their signature upon the back of the time card and return it to their supervisor; and (5) the supervisor shall then recompute the blue lined portion of the time card to the amount they feel to be correct and they then shall immediately process the card to the Payroll Department. The disputed matter may then be processed through the grievance procedure.
- R. A weekend work schedule for all production and maintenance employees shall be posted in each department no later than 3:00 P.M. on Thursday or each week. Such schedule shall list one of the following:
1. Only those classifications or names of employees in each classification required to work.
 2. Only those classifications not required to work.
 3. That the entire department shall be required to work.
- These schedules shall be adhered to unless deviations become necessary due to an emergency condition arising after the posting of such schedules. If such emergency conditions should occur, the Company shall endeavor to seek voluntary workers to perform the operations required to work on the weekend.
- s. The Company will reimburse the Licensed Fireman for their licensing fee required by the State of Arkansas.

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

ARTICLE XI

THIS AGREEMENT shall continue in effect until the 10th day of **APRIL 2010**. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days but not more than seventy-five (75) days prior to the expiration date of any extension thereof that it is desired to terminate or amend the Agreement. In the event such notice is given, the parties shall begin negotiations within fifteen (15) days. If negotiations are not completed prior to the expiration date, **THIS AGREEMENT** shall terminate unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and date first above written.

Accepted for:
LOCAL 752L, USWA

By:
DAVID E. BOONE
JAMES MCPHERSON
CHARLES DRAKE
JIM GARVEY
TOMMY ENGLEDOWL
TONY BEARDEN
TONY THOMPSON
OLEN NOTTINGHAM
GARRY ICENHOWER

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
JOHN BODART
CHUCK P. TAYLOR
RICKY NORTON
PAT COOK
PAUL OUBRE
KEVIN BARNES
TONY MILLER

Accepted for:
INTERNATIONAL UNION, USWA

By:
DON DAVIES
International Representative

MEMORANDUM OF INTERPRETATION

ARTICLE VI, PARAGRAPH E., SUB-PARAGRAPH (6.) OF THE CURRENT COMPANY-UNION AGREEMENT STATES:

"An employee who is transferred temporarily to another classification while work remains on their regular job shall be paid the hourly rate of the job transferred to, piecework earnings of the job transferred to, their average earnings on their regular job or the hourly rate of their regular job, whichever is higher. If an hourly rated employee is transferred temporarily to an incentive pool operation with no piecework rate in effect, they shall be paid expected earnings of the job transferred to provided they make a fair and reasonable effort, or the hourly rate of their regular job, whichever is higher.

"Any employee required to work overtime under the provisions of this Paragraph (6.) shall receive the hourly rate of their regular job, average hourly earnings of their regular job, piecework earnings of the job transferred to or the hourly rate of the job transferred to, whichever is greater. However, if the employee is given the option to work this overtime they shall be paid the rate of the job."

The Company and the Union find it mutually beneficial to define how to determine whether work remains on an employee's job when they are transferred.

This Interpretation in no way supersedes other rates of pay agreed to by the Company and the Union under Article VI, Paragraph e., sub-paragraphs (1.) through (5.) and (7.) through (14.). It is only intended to clarify the determining factors of "Work remaining on their job", when an employee is transferred to other work outside of their regular classification.

INTERPRETATION:

- PARA. 1** It shall be considered that an employee was transferred with work remaining on their job, it at the time of transfer to another classification the employee had all necessary supplies and materials required for them to continue production, maintain an acceptable quality level, and establish normal earnings, providing the daily production schedule put out at the beginning of the shift, called for these requirements.
- PARA. 2** If the above condition exists and Management makes the decision that other assignments are required in lieu of the required production then the employee shall be considered transferred with work remaining on their job.
- PARA. 3** If the above condition exists and Management makes the decision to transfer them to other work while it revises specifications, production schedules, make quality checks or technical checks, and the employee returns to their job it shall be considered that work was remaining on the employee's job.
- PARA. 4** It shall be considered that the employee was transferred without work remaining if at the time of transfer to another classification it was not possible for the employee to continue with production within their classification due to either a shortage of supplies, components, equipment, or job materials.
- PARA. 5** It shall be considered as not having work remaining on their jobs when employees who as members of established incentive pools perform other work when it is necessary to reduce pool manpower earnings power and later return to their incentive pool. This is considered the establishment of earnings potential for the mutual benefit of both parties.

Accepted this **21TH DAY OF MARCH, 1968.**

Accepted for:
LOCAL 752, URCLPWA

By:
R. McCLENDON
T. J. McCONNELL
J. L. RICHARDSON
ROGER M. MOORE
JOHN MILAM

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:

**AMENDMENT ONE TO MEMORANDUM OF
INTERPRETATION OF ARTICLE VI, PARAGRAPH E.,
SUB-PARAGRAPH (6) - CASES AND PROVISIONS**

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

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

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

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

If the tire builder fails to contact the Supervisor after the two tires, they will be considered as transferred to tire repair without work remaining on their job.

3. **CASE** Special visitors are coming through the plant and supervisor shuts down employee to clean up the area and then they return to work.

INTERPRETATION If extra cleaning is required due to visitors or tours through the plant and an employee is shutdown to clean up their area, then returns to work, shall be considered transferred with work remaining on their job providing at the time of shutdown they had the materials to proceed with normal production.

However, we realize each employee has the responsibility to keep their area in a state of good housekeeping at all times. Therefore, this only pertains to special occasion and does not pertain to normal housekeeping requirements.

4. **CASE** When machines are shutdown prior to weekend to clean up even though production items remain on the order to be run. (Mixers Dept. 201).

INTERPRETATION It is estimated that approximately fifteen (15) minutes are required to shutdown, run stock out of the cooler, and generally leave the area in good housekeeping. This 15 minutes shall not be considered as work remaining on the job.

However, anytime prior to the last 15 minutes of weekend shutdown that the group will shutdown due to additional cleaning while a schedule remains, it shall be considered transfer with work remaining on the job from his last shutdown prior to 15 minutes before the hour.

5. **CASE** The Calendar is shutdown due to cleaning out the dip tank. This shutdown while they are running.

INTERPRETATION If the dip tank is in such a state that quality of the fabric is being hindered then this is considered a transfer due to a breakdown in the process. The shutting down of the Calendar and cleaning of the dip tank is necessary to the running of quality production and, therefore, production could not produce without this action, this is considered transfer while no work remains on the job, unless the day prior there were straight time hours available to accomplish this work and it was known to be required, or unless the weekend prior there was time available to accomplish this work and was known to be necessary.

6. **CASE** The Inspectors are being behind production. While they are behind the Trimmer trims and stacks tires. When the Inspectors catch up the Trimmer is not reassigned to the line to put these tires through for the Inspector.

INTERPRETATION If at the time the Inspectors catch up they are transferred to other work and the pre-trimmed tires are not put through, then they shall be considered as transferred with work remaining on the job.

However, this does not supersede management's right to regulate the number of persons required to handle the required production.

7. **CASE** Tire Trimmers stack tires which are not trimmed and then not allowed to return when they have time available.

INTERPRETATION If at the time tires are available which are not being held out of production for some special consideration the Tire Trimmer is transferred due to other work then it shall be considered that they were transferred with work remaining on their job.

8. **CASE** Tire Builders are signed down to re-tread tires which have need for retreading through no fault of the tire builder assigned to re-tread.

INTERPRETATION The re-treading of tires in this case is considered as part of the Tire Building Classification and the payment of 95% of past average is for off-standard work.

However, if they are the tires of the tire builder and produced through faulty building procedures then the payment shall be as is the present practice, incentive Hourly Rate of the job.

9. SAFETY PROVISION

If an incentive employee or an incentive group is transferred to another classification due to management shutting down their operation for the purpose of correcting hazardous conditions, it shall be considered that work was remaining on their job if at the time of transfer to other work all of the conditions applicable to Paragraph 1 and 4 of "interpretation" were present.

If the equipment the incentive employee was utilizing was shut down to correct a hazardous condition, and they were transferred to another classification then it will not be considered as transferred with work remaining on their job. This applies only to the day the shutdown occurs.

10. EXPANSION PROVISION

If an incentive employee or an incentive group, is shut down and transferred to work in another classification while newly purchased equipment, or increased service, are being installed, and this installation causes their equipment to shutdown, then for the day on which this occurs the employee, or group of employees, will be considered as transferred with work remaining on their job providing the conditions of Paragraph 1 and 4 of the Interpretation is present.

This provision applies only to the period of shutdown involved for the day on which it occurs and in no way prohibits or restricts the Company from scheduling employees off or offering them other work if the correction would extend for known succeeding periods.

Accepted this **21st DAY OF MARCH, 1968.**

Accepted for:
LOCAL 752, URCLPWA
By:
R. McCLENDON
J. L. RICHARDSON
ROGER M. MOORE
JOHN MILAM

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
T. J. McCONNELL
P. TRONSOR

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of March, 1993, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**" and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

It Is Agreed if an employee in the following classifications(s) is working on an incentive operation and is removed from that incentive operation to be transferred to another department, such employee will be paid the greater of his Average Hourly Earnings or the earnings of the job transferred to. This wage payment guarantee will only apply to the number of hours that would have been worked on the incentive operation had the employee not been transferred.

CLASSIFICATION(S)

Dept. 201 Millroom-Mixing Utility
Dept. 203 Millroom Finishing Utility
Dept. 205 Stock Prep. Utility
Dept. 210 Curing Utility
Dept. 212 General Labor
Dept. 213 General Labor
Dept. 219 Radial Tire Utility

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the day and date first written above and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
C. R. STARKS
D. E. BOONE
H. T. ENGLEADOWL
T. D. ENDSLEY
J. F. GALLOUPE
C. STEVENS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
R. L. NORTON
J. H. GEERS

AGREEMENT

THIS AGREEMENT is made and entered into this **14TH DAY OF JANUARY, 1984**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**" and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED, if, in any pool operation in the plant, an off-standard or experimental conditions exists for which the classified pool members are compensated at 95% or full past average hourly earnings, that any qualified general laborer or utility employee assigned to fill a vacancy of a regular pool member or employee transferred by job bid, upon classifying shall receive earnings equal to the lowest past average hourly earnings, or 95%, if applicable of the regular classified pool members of which they are replacing. However, if the general laborer or utility employee has a greater posted average as determined and in accordance with **ARTICLE VI, PARAGRAPH O.**, sub-paragraph (11.) (b.) of the current Company-Union Agreement, they shall receive such posted average, or 95%, if applicable. A transferred employee shall receive earnings as determined until which time a past average hourly earning can be established in their new classification.

The wage payment as provided above will only be in effect if the utility, general laborer, or transferred employee maintains an acceptable level of production. The acceptable level or production will be determined by the Company and will be fair and reasonable and commensurate with the wage payment being made.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above this **14TH DAY OF JANUARY 1984**, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
R. F. WALRAVEN
J. M. PATTON
G. L. LARRY
J. D. TRAVIS
J. G. McPHERSON
C. R. STARKS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
J. H. GEERS
J. R. NOWLIN
GENE LOTT
TONY MILLER
BRUCE SMITH

AGREEMENT

THIS AGREEMENT is made and entered into this **14TH DAY OF JANUARY, 1984**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**" and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED if, in the Millroom Department, an off-standard or experimental condition exists for which the classified crew members are compensated at 95% or full past average hourly earnings, that any qualified general laborer or utility employee assigned to fill a vacancy of a regular crew member or employee transferred by job bid, upon qualifying, shall receive earnings equal to the lowest past average hourly earnings, or 95%, if applicable, of the regular classified crew members of whom they are replacing. However, if the general laborer or utility employee has a greater posted average as determined and in accordance with **ARTICLE VI, PARAGRAPH 0.**, sub-paragraph (11.) (b.) of the current Company-Union Agreement, they shall receive such posted average or 95%, if applicable. A transferred employee shall receive earnings as determined until which time a past average hourly earning can be established in their new classification.

The wage payment as provided above will only be in effect if the utility, general laborer, or transferred employee maintains an acceptable level of production. The acceptable level of production will be determined by the Company and will be fair and reasonable and commensurate with the wage payment being made.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above this **14TH DAY OF JANUARY 1984**, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA
By:
R. F. WALRAVEN
J. M. PATTON
G. L. LARRY
J. D. TRAVIS
J. G. McPHERSON
C. R. STARKS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
J. H. GEERS
J. R. NOWLIN
GENE LOTT
TONY MILLER
BRUCE SMITH

AGREEMENT

THIS AGREEMENT is made and entered into this **14TH DAY OF JANUARY, 1984**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**" and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

The week in which the C.O.L.A. increases are incorporated into the rate structure will start a new two-week period on which Average Hourly Earnings will be calculated. During the two week period following the incorporation as stated above, it is agreed that any wage payment that would normally pay average hourly earnings will have C.O.L.A. payments added to the posted average.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above this **14TH DAY OF JANUARY 1984**, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
R. F. WALRAVEN
J. M. PATTON
G. L. LARRY
J. D. TRAVIS
J. G. MCPHERSON
C. R. STARKS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
J. H. GEERS
J. R. NOWLIN
GENE LOTT
TONY MILLER
BRUCE SMITH

JANUARY 16, 1987

MR. RONNIE WALRAVEN, PRESIDENT
Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

During our current Company-Union Negotiations we discussed Article VI, Paragraph e., sub-paragraph 10. and how we determine an unjustifiable decrease in performance.

The decrease in performance must be determined by the amount of production performed. The Company has pre-determined how much production we expect from each job. If that goal or level is accomplished, then a removal of their guarantee is not even considered. However, if that goal or level is not accomplished, then the employee's work habits and problems are analyzed. This involves looking at the effort they made, long or short breaks, long or short lunch, quitting early or working until the end of the shift, how long since that person has worked in that area and any unusual problem while the work is being done.

It is not the Company's intention to remove any guarantee from an employee that is working at a similar pace and giving similar effort.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary M. Roberts, Manager
Industrial Relations

JANUARY 14, 1987

MR. RONNIE WALRAVEN, PRESIDENT
Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

During Negotiations of the Company-Union Agreement, the subject of defining continued failure to produce at an acceptable level was discussed.

The phrase "continued failure" means when an employee fails to produce at an acceptable level on a consistent basis, not a one time happening.

Yours very truly,
THE COOPER TIRE & RUBBER COMPANY
J. H. Geers, Manager
Industrial Relations

AGREEMENT

THIS AGREEMENT is made and entered into this **14TH DAY OF JANUARY, 1984**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**" and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that if an employee bids to a new job and is unable to perform the work satisfactorily within the allotted time the employee shall be returned to their former job if the job is available and the employee will regain their bidding rights if they return to their former job. If the former job is not available, they may take an available opening but not regain their bidding rights.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the day and date first written above and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA
By:
R. F. WALRAVEN
J. M. PATTON
G. L. LARRY
J. D. TRAVIS
J. G. McPHERSON
C. R. STARKS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
J. H. GEERS
J. R. NOWLIN
GENE LOTT
TONY MILLER
BRUCE SMITH

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 11TH DAY OF APRIL, 2005, BY AND BETWEEN THE COOPER TIRE & RUBBER COMPANY, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "COMPANY", AND LOCAL 752L, UNITED STEEL WORKERS OF AMERICA, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "UNION".

THE COMPANY AND UNION MUTUALLY AGREE TO MODIFY THE PROCEDURE FOR FILLING INCENTIVE JOB SECOND (OR THIRD IF WARRANTED) OPENINGS WITHIN THE DEPARTMENT BY THE FOLLOWING CLASSIFICATIONS IN THAT DEPARTMENT ONLY:

- A. MIXING UTILITY DEPARTMENT 201**
- B. MILLROOM FINISHING UTILITY DEPARTMENT 203**
- C. STOCK PREP. UTILITY - DEPARTMENT 215**
- D. STOCK PREP. UTILITY DEPARTMENT 205**
- E. CURING UTILITY DEPARTMENT 210**
- F. GENERAL LABORER DEPARTMENT 212**
- G. GENERAL LABORER DEPARTMENT 213**
- H. RADIAL TIRE UTILITY RADIAL TIRE BUILDER TRUCKER**
- I. SWING RADIAL BUILDER DEPARTMENT 219 I-DR AND 1ST STAGE TIRE BUILDER ONLY.**

THE PROCEDURE FOR FILLING SECOND (OR THIRD IF WARRANTED) OPENINGS AS LISTED ABOVE WILL BE AS FOLLOWS:

- 1. GIVE THE JOB OPENING WITHIN THE DEPARTMENT TO THE MOST SENIOR QUALIFIED UTILITY PERSON OR GENERAL LABORER OR SWING BUILDER DESIRING THE JOB.**
- 2. REPLACE THE UTILITY PERSON OR GENERAL LABORER OR SWING BUILDER USING THE CURRENT METHODS FOR FILLING FINAL OPENINGS IN THE PLANT.**

THIS AGREEMENT IS SIGNED WITH THE FULL KNOWLEDGE OF THE PRESENT COMPANY-UNION AGREEMENT AND THEREFORE SHALL HAVE PRECEDENCE OVER AREAS OF THE AGREEMENT WHERE THERE MIGHT OTHERWISE BE CONFLICT.

THIS AGREEMENT SHALL NOT IN ANY MANNER WHATSOEVER ESTABLISH A PRECEDENT FOR ANY OTHER PAST, PRESENT, OR FUTURE CASE.

WE, THE UNDERSIGNED, HAVE READ THE ABOVE THE DAY AND DATE FIRST MENTIONED ABOVE AND ARE IN FULL AGREEMENT WITH THE WORDING AND INTENT.

Accepted for:
LOCAL 752, USWA

By:
**DAVID. E. BOONE
TOMMY ENGLEADOWL
JIM GARVEY
JAMES McPHERSON
TONY BEARDEN
TONY THOMPSON
CHARLES DRAKE
GARY ICENHOWER
OLEN NOTTINGHAM**

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
**JOHN BODART
CHUCK TAYLOR
RICKY NORTON
PAT COOK
PAUL OUBRE
KEVIN BARNES
TONY MILLER**

AGREEMENT

THIS AGREEMENT is made and entered into this **17TH DAY OF MARCH, 1999**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

It Is Agreed the Company will pay a tool allowance to Skilled Trades Classifications for each hour actually worked as follows:

Air Conditioning, Refrigeration & Heating Mechanic	\$.75/hour	worked
Fire Protection & Sprinkler System Technician	\$.75/hour	worked
Licensed Fireman	\$.75/hour	worked
Millwright	\$.75/hour	worked
Fork & Auto Mechanic	\$.75/hour	worked
Machinist	\$.75/hour	worked
Electrician	\$.71/hour	worked
SRA Technician	\$.71/hour	worked
Oiler	\$.70/hour	worked
Finish Carpenter & Painter	\$.60/hour	worked
Die Maker	\$.60/hour	worked

All employees of the Skilled Trades will be required to maintain a minimum complement of tools in order to qualify for their classification.

For the purpose of this Agreement the minimum compliment of tools shall be a set equal to that provided by the Company to apprentices under the Apprenticeship Agreement.

THIS AGREEMENT shall continue in effect until the 8th day of March 1996. Thereafter it shall renew itself for yearly periods unless written notice is given either party to the other not less than sixty (60) days but not more than seventy-five (75) days prior to the expiration date of any extension thereof that is desired to terminate or amend the Agreement.

Accepted for:
LOCAL 752, USWA

By:
C. R. STARKS
D. E. BOONE
H. T. ENGLEDOWL
C. DRAKE
J. MCPHERSON
J. GARVEY
T. BEARDEN

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
R. L. NORTON
J. H. GEERS

DECEMBER 17, 1989

MR. RONNIE WALRAVEN, PRESIDENT
Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

The Company intends to continue to include Skilled Trades Tool Allowance in the calculations for vacation pay, holiday pay, and for premium pay.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary M. Roberts, Manager
Industrial Relations

APRIL 11, 2005

MR. DAVID E. BOONE, SR., PRESIDENT
Local 752, USWA
Texarkana, Arkansas 71854

Dear Mr. Boone:

During **2005** negotiations of the Company-Union Agreement, the subject of subcontracting was discussed at length.

It is the Company's intention to make every effort to schedule mechanical, maintenance, and construction work normally done in-house with our own maintenance people before the work is let to any outside contractor. Whenever work is to be let out, the Company, if at all possible, will notify the Union prior to sub-contracting the work.

It is understood that situations occur that require immediate action and therefore prior notification is not possible. **HOWEVER, POSSIBLE SUB-CONTRACTING OF WORK THAT IS NORMALLY DONE IN-HOUSE AND HAS TO BE SENT OUT FOR BIDS WILL BE DISCUSSED WITH THE UNION PRIOR TO DETERMINING WHETHER THE WORK SHOULD BE SUB-CONTRACTED.**

In order to insure that the Company's intent on sub-contracting as expressed in the preceding two paragraphs is carried out, the Company is prepared to adhere to the following process:

- (1) For the purpose of reviewing and discussing possible subcontracting work as well as other maintenance issues, regular meetings will be held according to a mutually agreed upon schedule posted by the maintenance division chairman and the **PLANT ENGINEER**. It is expected that the meeting frequency will be at least on an every other week basis unless mutually agreed upon by the above mentioned parties **AND WILL LAST NO MORE THAN ONE HOUR. EACH PARTY WILL GIVE A LISTING TO THE OTHER PARTY AT LEAST 24 HOURS PRIOR TO THE MEETING OF ISSUES THAT NEED TO BE DISCUSSED. IF NO AGENDA IS PRESENTED BY EITHER PARTY, THE MEETING WILL BE CANCELLED.** Other meeting participants (**MUTUALLY**

AGREED UPON) will be asked to attend on an as needed basis to facilitate the discussions and decisions needing to be made. **HOURLY EMPLOYEES THAT ARE REQUIRED TO BE AT THE MEETING WILL BE PAID THEIR AVERAGE HOURLY EARNINGS FOR UP TO ONE HOUR.**

- (2) **TO FACILITATE COMMUNICATION OF POTENTIAL CONTRACTOR JOBS, A DATABASE WILL BE DEVELOPED TO RECORD THE JOB INFORMATION. THE INFORMATION INCLUDED IN THIS DATABASE WILL BE MUTUALLY AGREED UPON BY THE PLANT ENGINEER AND THE MAINTENANCE DIVISION CHAIRMAN. THIS INFORMATION CAN BE REVIEWED DURING SET MEETINGS AND CAN BE PROVIDED AT ADDITIONAL TIMES UPON REQUEST.**
- (3) If the Division Chairman disagrees with any decision or proposed decision of the Plant Engineer on sub-contracting, the **PLANT MANAGER OF THE TEXARKANA OPERATIONS** will be available to meet with the Division Chairman and the Plant Engineer to review the dispute and make a decision consistent with the Company's intent on sub-contracting expressed above.

The Union, thereafter, may resort to the contractual grievance procedure if it disagrees with the Plant Manager's decision.

Very truly yours,

THE COOPER TIRE & RUBBER COMPANY

John Bodart, Plant Manager

Texarkana Operations

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into between **THE COOPER TIRE AND RUBBER COMPANY**, Texarkana, Arkansas, and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, this 25th day of March, 1978, for the purpose of establishing guidelines to be used in the offering of overtime. Specifically, two situations are intended to be covered as follows:

1. **Daily Overtime**

When daily overtime is necessary in a classification which requires that an employee from another shift be called in to work, employees outside the classification needed will not be called in to work unless a reasonable effort has been made to offer such work to employees in the classification needed.

2. **Weekend Overtime**

It is recognized by the parties that situations arise on weekends wherein incidental work needs to be done in a classification, which has been scheduled off, and it is not feasible for an employee to be scheduled to work just for such incidental duties.

Incidental work, by the Company's definition, would be work that was not planned for or was unexpected. In other words, if we know of the work prior to the weekend and know we would need someone to do this work, then it would not be considered incidental

THEREFORE, it is agreed that if work in excess of three (3) hours is performed in a classification which has been scheduled off, and if such work is performed by an employee from another classification, the employee who has been scheduled off shall be paid past average hourly earnings for the time they were substituted for in excess of three (3) hours. This will not be construed to be used for the purpose of not scheduling regularly classified employees.

If an employee in a given classification is absent for weekend overtime the Company has the right to fill the job as they would Monday through Friday, before offering it to the employees in that classification on the other shifts.

Also, if an employee is absent for at least a week, if an employee is temporarily assigned to fill that job, they then is entitled to all the rights and/or privileges that the regular employee would be entitled to.

IN WITNESS WHEREOF, the parties hereto affixed their signatures the day and date first above written.

Accepted for:

LOCAL 752, USWA

By:

LONNIE EDWARDS

ROGER M. MOORE

RONNIE WALRAVEN

JOHN TRAVIS

JOHN MILAM

JAMES MCPHERSON

Accepted for:

THE COOPER TIRE & RUBBER COMPANY

By:

JAMES R. NOWLIN

KENNETH E. GRAHAM

J. C. FOSTER

CHUCK TAYLOR

BRUCE SMITH

Accepted for:

INTERNATIONAL UNION, USWA

By:

THURSTON SMITH

AGREEMENT

THIS AGREEMENT is made and entered into this **29TH DAY OF JANUARY, 1996**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED STEELWORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

The Company and Union agree that in cases of dispute, the following responsibilities will be performed by the respective Skilled Trades:

1. The Millwright Classification will be responsible for pulling electrical motors that require dialing in (using dial indicator).
2. The Electrician Classification will be responsible for pulling all other electric motors including changing "V" Belts, Bias Blade Belts and Service Motor Belts.
3. The Millwright Classification will dial in all motors where precision work is required.
4. The Millwright Classification will be responsible for all manner of welding, brazing, using oxyacetylene and electric arc equipment except all manners of welding performed by machinist assigned to mold repair work in Department 210. Such machinist will be responsible for their own welding, brazing, using oxyacetylene and electric arc equipment in the performance of their assigned task of mold repair.
5. The General Building & Construction Maintenance Classification will perform the work of using jackhammers.
6. All Curing presses, which go past center, will have an Electrician and Millwright responsible for opening the press.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the day and date first written above, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
CHARLIE STARKS
DAVID E. BOONE
JOHN GALLOUPE
CHARLES DRAKE
JIM GARVEY
TOMMY ENGLEOWL
OLEN NOTTINGHAM
JIM FINNESSEY

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
GARY ROBERTS
R. C. NELSEN
K. E. GRAHAM
RICKY NORTON
PATRICK SANDERS
J.H.GEERS

Accepted for:

INTERNATIONAL UNION, USWA

By:

LONNIE EDWARDS

International Representative

MARCH 25, 1978

MR. LONNIE EDWARDS, PRESIDENT

Local 752, USWA

Texarkana, Arkansas 75502

Dear Mr. Edwards:

In the skilled trades area, the Company will make every effort to schedule employees to work weekends only in their classification.

In addition, the Company will make every effort to have two (2) men in attendance during boiler cold start-up and fuel switchovers (gas to oil and oil to gas).

Yours very truly,

THE COOPER TIRE & RUBBER COMPANY

Kenneth E. Graham, Manager

Industrial Relations

AGREEMENT

THIS AGREEMENT is made and entered into this **17TH DAY OF MARCH, 1999**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that the Company is to supply gloves and have available protective clothing according to the following schedule on a need basis. Employees must turn in the worn out gloves or clothing to receive a re-issue.

When possible gloves will be re-cycled and used again. Gloves for Mill Operators, Green Tire Handlers, Buffer Loaders and employees of Department 280, 243 and 246 will be limited to one pair a week.

GLOVES General Labors in Department 227 who are assigned to haul trash:

Tire Layer - Curing Department

Mold Service - Curing Department

Boiler Operators

Tire Trimmer - Tire Finishing Department
Open Steam Cure - Tire Finishing Department
Material Handler - Receiving Department
Mill Operator - Millroom (Effective 4-1-75)
10x10 Tubers (Eff. 1-20-81)
10x10 Tuber Painter (Eff. 1-20-81, two pairs)
4 1/2 x 4 1/2 (Eff. 1-20-81)
Stock Piler - Millroom (Eff. 1-16-84)
Cement House (Eff. 1-17-87)
Refiner Operator (Eff. 1-17-87)
Millroom Finishing Utility (Eff. 1-17-87)
General Labor - Department 201 (Eff. 1-17-87)
Millroom Mixing Utility - Department 201 (Eff. 1-17-87)
Mixer Operators - Department 201
Buffer Operators - Department 213 (Eff. 3-6-93)
Mixer Trucker - Department 201
Process Downgrades - Department 213

WELDER'S GLOVES, SLEEVES AND JACKETS

Available to Maintenance employees on a need basis.

RUBBER GLOVES

Available to Tread Tray Cleaners on a need basis.

RAINCOATS

Available in Receiving Department and Maintenance Department for use on a need basis to employees within the department.

GOGGLES

Available to Maintenance, Electrical and employees who use buffing equipment on a need basis.

RUBBER APRON

Available to Mixer Cleaners on a need basis

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the day and date first mentioned above and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
C. R. STARKS
D. E. BOONE
H. T. ENGLE DOWL
C. DRAKE
J. McPHERSON
J. GARVEY

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
R. L. NORTON
J. H. GEERS

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, U. S. W. A.
Texarkana, Arkansas 71854

Mr. Boone:

The Company currently offers a forty percent (40%) subsidy on two pair of steel toe safety shoes purchased each calendar year. The amount due may be deducted from the employee's paycheck in two payments.

The Company agrees to increase the subsidy to fifty percent (50%) on both pairs of safety shoes each calendar year.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Chuck Taylor, Manager
Employee Relations

CT/pw

AGREEMENT

THIS AGREEMENT is entered into between **THE COOPER TIRE & RUBBER COMPANY** and **LOCAL 752, USWA**, this **6TH DAY OF DECEMBER, 1966**.

IT IS AGREED that when an employee is involved in an accident which results in an injury compensable under the Worker's Compensation Law of the State of Arkansas, and such accident has the effect of damaging their glasses, the Company will provide for the necessary repairs. The Company reserves the right to have any or all repairs made to "safety glasses" standards.

Any employee who has repairs made without contacting the Company so they may exercise the right will forfeit compensation for this incident.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and date first above written.

Accepted for:
LOCAL 752, USWA
By:
ROBERT McCLENDON
JESSIE L. JONES
J. McCULLER
K. M. UPCHURCH

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
JOHN McMENAMIN
T. J. McCONNELL
E. P. TRONSOR

Accepted for:
INTERNATIONAL UNION, USWA
By:
THOMAS M. TAYLOR

AGREEMENT

THIS AGREEMENT is made and entered into this **11TH DAY OF APRIL 2005** by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED STEELWORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that an allowance of \$1.50 will be paid for the purchase of wash-up time for the following employees only:

1. All employees of Department 201.
2. Skilled Trades and Department 227 employees when they are given an assignment in Department 201.
3. Material Handlers Department 230.
4. Fire Protection & Sprinkler System Technician Department 241 and Fire & Safety Utility employees when they perform work in Department 201.
5. Paper Baler Operator --Department 8
6. Waste Material Handler Department 248
7. 4-Roll Calendar Let-Off Department 218
8. Creel Calendar Let-Off Department 217
9. **SPRAYBOOTH OPERATORS - DEPARTMENT 212**
10. **SKILLED TRADES WHEN GIVEN AN ASSIGNMENT ON SPRAYBOOTHs.**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and date first above written.

Accepted for:
LOCAL 752, USWA
By:
CHARLIE STARKS
DAVID E. BOONE
JOHN GALLOUPE
CHARLES DRAKE
JIM GARVEY
TOMMY ENGLEADOWL
OLEN NOTTINGHAM
JIM FINNESSEY

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
RICKY NORTON
PATRICK SANDERS
J. H. GEERS

Accepted for:
INTERNATIONAL UNION, USWA
By:
LONNIE EDWARDS
International Representative

JANUARY 16, 1987

ALL COOPER TIRE EMPLOYEES
Cooper Tire & Rubber Company
Route 12, Box 252
Texarkana, Arkansas 75502

We agree that the maintenance of sanitary conditions is of great importance to both the Company and the Union and its members. Areas of prime importance include, but are not limited to: smoking areas, toilet and washroom facilities, locker room and shower area, break areas, and cafeteria. The Union and its members and the Company agree to work together to maintain cleanliness and overall good physical condition of the facilities provided.

We agree that users of the aforementioned facilities should actively participate in good housekeeping practices. Practices related to good housekeeping include, but are not limited to: disposal of all waste in proper containers, prevention of messy situations, and cleaning up after oneself.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary M. Roberts, Manager
Industrial Relations

UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA
Ronnie F. Walraven, President
Local 752

APRIL 11, 2005

MR. DAVID E BOONE, SR.

Local 752L, USWA
Texarkana, Arkansas 75502

Dear Mr. Boone:

It shall be the policy of the Texarkana Plant to use the **LOCAL CAB** Company to transport injured employees to the hospital or doctor's office on **ANY CREW**. In emergencies or upon specific reasonable employee request, the local ambulance service will be used.

Yours very truly,

THE COOPER TIRE & RUBBER COMPANY

John Bodart
Plant Manager

DECEMBER 22, 1980

MR. LONNIE EDWARDS, PRESIDENT

Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Edwards:

The Company and the Union will attempt to institute a program through A.A. or other appropriate institutions chosen by the Company and Union representatives involved, to attempt the rehabilitation of employees suffering from alcoholism or drug abuse.

The Company and the Union will jointly support any other measures deemed necessary by the representatives to assist in this rehabilitation.

Very truly yours,

THE COOPER TIRE & RUBBER COMPANY

J. H. Geers, Manager
Industrial Relations

AGREEMENT

THIS AGREEMENT is made and entered into this **17TH DAY OF DECEMBER, 1989**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

It is Agreed that payments made under the Cooper Tire and Rubber Company Medical Plan for the treatment(s) of Alcohol and Drug Dependence or a related diagnosis will be as follows:

1. First Occurrence Treatment currently covered under program will continue.
2. Second Occurrence Treatment will be covered only on an outpatient basis.
3. Subsequent occurrences are not covered by the plan.
4. Any employee who has already been through the program prior to ratification of this Agreement can only be treated once more and only on an outpatient basis.

This Agreement is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

This Agreement shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the day and date first written above, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
RONNIE WALRAVEN
ROGER MOORE
RICHARD JOHNSON
GREG LARRY
TOMMY ENGLEADOWL
W. T. OLIVER

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
GARY ROBERTS
JAMES R. NOWLIN
ROBERT C. NELSEN
KENNETH GRAHAM
RICKY NORTON
JIM GEERS

Accepted for:
INTERNATIONAL UNION, USWA

By:
LONNIE EDWARDS
International Representative

JANUARY 16, 1987

MR. RONNIE WALRAVEN, PRESIDENT

Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

During negotiations on the Company-Union Agreement, the subject to possible random drug testing of present employees was discussed.

Current Company policy does not include random testing of current employees.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Gary M. Roberts, Manager
Industrial Relations

AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of January, 1984, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

The Company and the Union agree that a "Hospital Bill Self-Audit Plan" will be installed, effective immediately. Under this plan, if an employee finds a charge for services not rendered during a hospital confinement and has the hospital billing department issue a corrected billing, they will be paid 50% of the amount saved that would have been paid under the Company's hospitalization plan up to \$500 per confinement. In order to be paid, the original and corrected billing must be presented to the Company within 90 days of discharge.

Errors for services, room and board and drugs charged but not received will be the only errors that a bonus can be earned on. These bonuses are subject to all payroll taxes.

Since the program is the first of its kind at the Company, both the Union and the Company agree to discuss any problems crated by this program and if these problems cannot be worked out to each party's satisfaction, This Agreement can be canceled by either party with a 30 day written notice.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present or future case.

We, the undersigned, have read the above the day and date first written above, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA
By:
R. F. WALRAVEN
J. M. PATTON
G. L. LARRY
J. D. TRAVIS
J. G. McPHERSON
C. R. STARKS

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
J. H. GEERS
J. R. NOWLIN
GENE LOTT
TONY MILLER
BRUCE SMITH

APRIL 11, 2005

ALL COOPER TIRE EMPLOYEES
Cooper Tire & Rubber Company
3500 Washington
Texarkana, Arkansas 71854

During Negotiations of the Company-Union Agreement, the subject of Worker's Compensation was again discussed. In past negotiations, the Company and Union agreed to cooperate and work together to avoid injuries, educate employees about safety, avoid fraud, abuse and misuse of the Worker's Compensation Benefits accorded our employees. We agreed that the safety and welfare of our employees are of a great importance to everyone. We felt a cooperative effort would resolve a great many of the problems encountered in Worker's Compensation and that everything should be done to reduce injuries and the costs related to those injuries.

SINCE PREVIOUS NEGOTIATIONS, THE COMPANY AND UNION HAVE CONCENTRATED EFFORTS THROUGH INCREASED SAFETY AWARENESS, UPGRADED AND INCREASED SAFETY TRAINING AND INCENTIVE SAFETY AWARDS. WHILE ADMITTEDLY WE HAVE MADE PROGRESS IN SOME AREAS, WE ARE STILL EXPERIENCING HIGH COSTS WHICH ARE DIRECTLY AFFECT OUR ABILITY TO COMPETE IN TODAY'S GLOBAL ECONOMY IN OUR INDUSTRY.

Everyone needs to be aware that without reduction in our Worker's Compensation costs, the extra benefits afforded our employees covered by Worker's Compensation **WILL BE MODIFIED OR ELIMINATED**. Abuse of this system should be totally unacceptable to all of our because it directly affects our ability to sell our products and protect our jobs. **WE AGREE TO CONTINUE OUR EFFORTS TO REDUCE THESE UNNEEDED COSTS.**

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
John Bodart,
Plant Manager

**UNITED STEELWORKERS OF AMERICA,
LOCAL 752L
DAVID BOONE
PRESIDENT**

APRIL 11, 2005

**DAVID E. BOONE, PRESIDENT
LOCAL 752L**

DEAR MR. BOONE:

DURING THE RECENT COMPANY-UNION CONTRACT NEGOTIATIONS, THE SUBJECT OF LIGHT DUTY WAS DISCUSSED AT LENGTH. BOTH THE COMPANY AND UNION RECOGNIZE THAT LIGHT DUTY IS A TOOL FOR TREATMENT WHICH ALLOWS THE INJURED EMPLOYEE TO EASE BACK INTO REGULAR DUTY.

LIGHT DUTY ASSIGNMENTS WILL BE PERFORMED ON THE EMPLOYEE'S REGULAR CREW WHENEVER POSSIBLE AND IN THE EMPLOYEE'S BUSINESS UNIT WHENEVER POSSIBLE. IT IS THE COMPANY'S INTENTION TO WORK THOSE ON LIGHT DUTY DUE TO A WORK RELATED INJURY WITH PRIORITY OVER NON-WORK RELATED INJURIES. LIGHT DUTY ASSIGNMENTS WILL BE MADE ACCORDING TO ABILITY AND REMAIN WITHIN THE LIMITATIONS SET BY THE EMPLOYEE'S PHYSICIAN. IT IS THE COMPANY'S INTENTION TO ASSIGN MEANINGFUL WORK TO OUR LIGHT DUTY PERSONNEL AND RECEIVE A GOOD FAITH EFFORT FROM THEM TO BE PRODUCTIVE.

**SINCERELY,
COOPER TIRE & RUBBER COMPANY
JOHN BODART
PLANT MANAGER**

AGREEMENT

THIS AGREEMENT is made and entered into this 17th DAY OF MARCH, 1999, by and between THE COOPER TIRE & RUBBER COMPANY, Texarkana, Arkansas, hereinafter referred to as the "COMPANY", and LOCAL 752L, UNITED STEELWORKERS OF AMERICA, Texarkana, Arkansas, hereinafter referred to as the "UNION".

It is AGREED that an employee that is off on A & S or Workmen's Compensation must have worked at least three (3) months or more during the calendar year to receive the minimum vacation pay of six hundred **FIFTY** dollars (\$650.00) per week.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other part, present, or future case.

We, the undersigned, have read the above this **6TH DAY OF MARCH 1993**, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA
By:
CHARLIE STARKS
DAVID E. BOONE
JAMES MCPHERSON
CHARLES DRAKE
JIM GARVEY
TOMMY ENGLEADOWL
TONY BEARDEN

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
RICKY NORTON
J. H. GEERS

Accepted for:
INTERNATIONAL REPRESENTATIVE, USWA
LONNIE EDWARDS

LETTER OF UNDERSTANDING

In the past, it has been the opinion of both the Company and the Union that the grievance procedure has not worked in the manner that was intended.

Article III, Paragraph b. of the Company-Union Agreement states in part: "The parties of the Agreement recognize that the grievances should be settled promptly and as close to the source as possible." It is the Company's intent to investigate all problems as quickly as possible and to settle grievances in the lowest step possible. In return the Union will investigate thoroughly all problems as quickly as possible and to settle grievances in the lowest step possible. In return the Union will investigate thoroughly all employee complaints. If the complaint is valid the Union will attempt to settle the problem with the department manager involved before filing a grievance. In addition, both will consider closely the other's position and problem and will try to reach an equitable solution rather than forcing a grievance to the next higher step.

Both the Company and the Union will do everything possible to reduce the number of grievances before they reach the fourth step of the grievance procedure.

Kenneth E. Graham
Industrial Relations Manager
Cooper Tire & Rubber Company
Texarkana Plant

Signed:
Lonnie Edwards
Local 752, USWA

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 11TH DAY OF APRIL, 2005, BY AND BETWEEN THE COOPER TIRE & RUBBER COMPANY, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "COMPANY", AND LOCAL 752L, UNITED STEELWORKERS OF AMERICA, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "UNION".

IT IS THE INTENT OF THE MANAGEMENT OF COOPER TIRE & RUBBER COMPANY TO ADMINISTER DISCIPLINE IN A FAIR AND EQUITABLE MANNER. NO DECISION WILL BE MADE BY THE COMPANY ON DISCIPLINE UNTIL ALL THE FACTS HAVE BEEN GATHERED AND ALL PARTIES HAVE HAD AMPLE OPPORTUNITY TO EXPLAIN THEIR POSITION.

THE COMPANY AND UNION MUTUALLY AGREE TO HOLD ANNUAL TRAINING MEETINGS THAT WILL BE PRESENTED BY THE BUSINESS UNIT HUMAN RESOURCE MANAGERS AND DIVISION CHAIRMEN. THOSE EXPECTED TO ATTEND WILL BE SUPERVISORS, SHIFT MANAGERS, PROCESS MANAGERS AND ALL UNION STEWARDS.

THIS AGREEMENT IS SIGNED WITH THE FULL KNOWLEDGE OF THE PRESENT COMPANY-UNION AGREEMENT AND THEREFORE SHALL HAVE PRECEDENCE OVER AREAS OF THE AGREEMENT WHERE THERE MIGHT OTHERWISE BE CONFLICT.

THIS AGREEMENT SHALL NOT IN ANY MANNER WHATSOEVER ESTABLISH A PRECEDENT FOR ANY OTHER PART, PRESENT, OR FUTURE CASE.

WE, THE UNDERSIGNED, HAVE READ THE ABOVE THIS 6TH DAY OF MARCH 1993, AND ARE IN FULL AGREEMENT WITH THE WORDING AND INTENT.

Accepted for:
LOCAL 752, USWA

By:
**DAVID E. BOONE
JAMES MCPHERSON
CHARLES DRAKE
JIM GARVEY**

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
**JOHN BODART
CHUCK TAYLOR
RICKY NORTON
PAT COOK**

TOMMY ENGLEADOWL
TONY BEARDEN
TONY THOMPSON
OLEN NOTTINGHAM
GARY ICENMOWER

PAUL OUBRE
KEVIN BARNES
TONY MILLER

DECEMBER 22, 1980

MR. LONNIE EDWARDS, PRESIDENT

Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Edwards:

During Negotiations on the Company-Union Agreement, the subject of the Chief Steward being present on first and third shift suspensions or discharges was discussed.

The Company will make every effort to have a Chief Steward present in any meeting involving a suspension or discharge on first and third shift if it is at all possible and the steward is available.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

J. H. Geers, Manager
Industrial Relations

MARCH 25, 1978

MR. LONNIE EDWARDS, PRESIDENT

Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Edwards:

During the recently completed Contract Negotiations, the subject of the Company's use of lie detector tests and closed circuit TV was discussed. The Company agrees that it will not use the lie detector test without the consent of the person or persons involved.

Also, the Company will not use closed circuit TV for the purpose of observing employees at their workstation. This does not prohibit such TV use of machinery process control or for plant security purposes in warehouses, along fences, at gates and in similar areas.

Yours very truly,
THE COOPER TIRE & RUBBER COMPANY
Kenneth E. Graham, Manager
Industrial Relations

APRIL 11, 2005

MR. DAVID E BOONE, SR., PRESIDENT
Local 752L, USWA
Texarkana, Arkansas 71854

Dear Mr. Boone:

During the recently completed Contract Negotiations, the subject of supervisors performing bargaining unit work was discussed at length.

It has been and will continue to be the Company's policy that we do not condone, and will actively discourage supervisors performing bargaining unit work.

Repeated violations by a specific supervisor will be dealt with by me personally.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
John Bodart
Plant Manager

MARCH 1, 1975

MR. JOHN R. MILLER, PRESIDENT
Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Miller:

The Company shall indemnify the Union against liability as a result of any court judgement rendered against the Union, or the Union and Company jointly and/or severally as a result of any violation of any civil rights act, because of illegal female sex discrimination arising out of any provision or any of the Company-Union Agreement.

This indemnity is conditioned upon the Union giving the Company prompt notice of any claim, full cooperation in and right of defense of such claim, and right of settlement, including right of appeal.

This indemnity does not apply to any situation where the Company has requested the Union to comply with a course of conduct or the Union does not agree to a change in the collective bargaining agreement including the Local Supplements to correct a provision or practice, which may be deemed to be discriminatory.

This indemnity does not cover any complaint initiated by the Union, nor Union attorney fees.

Very truly yours,
THE COOPER TIRE & RUBBER COMPANY
Bruce E. Smith
Industrial Relations Manager
Texarkana Plant

Agreed: John R. Miller, President

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 1999, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED STEELWORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

The Company is agreeable to entering into a pilot program to grant one-day vacations to employees who have more than two (2) weeks' annual vacation.

The following guidelines will be used to grant one-day vacations:

1. Up to three (3) weeks of annual vacation may be used one day at a time for those with five (5) weeks' eligibility.
2. Two extra days will be allowed for those taking one-day vacations (a maximum of six (6) days for one week; 12 days for two weeks; or 17 days for three weeks.
3. All requests will be handled by seniority and production needs for each department.
4. Saturdays count as a vacation day under this program as does a holiday on which an employee is scheduled to work.
5. If an employee takes a day's vacation on Friday and is scheduled to work Saturday, then the employee will be required to work Saturday.

6. Employee's rate of pay per day of vacation will be calculated by dividing two percent (2%) of the previous year's earnings by five (5) days.
7. If for some reason employee is unable to schedule all their one-day vacations during the year they will be paid in lieu of for the remaining days.
8. This program is renewable on an annual basis and may be canceled by either party at the end of each year.
9. The decision to allow or not to allow an employee's vacation request will be based on production requirements and is totally at the discretion of management. Denial is not open to negotiations and/or the grievance procedure.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedent over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We the Undersigned have read the above the day and date first written above and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA

By:
CHARLIE STARKS
DAVID E. BOONE
JAMES McPHERSON
CHARLES DRAKE
JIM GARVEY
TOMMY ENGLEADOWL
TONY BEARDEN

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
G. M. ROBERTS
R. C. NELSEN
K. E. GRAHAM
RICKY NORTON
J. H. GEERS

Accepted for:
INTERNATIONAL UNION, USWA

By:
LONNIE EDWARDS
International Representative

JANUARY 16, 1987

MR. RONNIE WALRAVEN, PRESIDENT

Local 752, USWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

During Negotiations on the Company-Union Agreement the subject of counting one-day vacations against the maximum number of employees allowed off for vacations each week was discussed extensively.

The decision to grant one-day vacations will be based on production requirements as stated in the Agreement dated January 14, 1984 on pages 67 and 68 of the Company-Union Agreement.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

J. R. Nowlin, Vice-President
Texarkana Operations

JANUARY 29, 1996

MR. CHARLES STARKS, PRESIDENT

United Steelworkers of America
Local 752
Texarkana, Arkansas 71854

Dear Mr. Starks:

During Negotiations on the Company-Union Agreement the subject of canceling vacations was discussed.

All vacations with the exception of scheduled plant vacation shutdowns may be canceled prior to the employee being off, provided the employee gives 24-hour notice for one-day vacations or gives notice by noon Thursday prior to a one-week vacation.

As also discussed, the departments will give a written response to each individual filling out a vacation request as soon as possible. In addition, each department shall maintain a "will call" list of vacation requests, such that, if a cancellation occurs, the next eligible employee will be contacted if possible and notified of this availability.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
R. C. Nelsen
Plant Manager

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of January, 1987, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that total earnings for calculating vacation pay as it pertains to Article IX of the Current Company-Union Agreement shall include Worker's Compensation, Supplemental Worker's Compensation and Accident & Sickness Benefits.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the date and date first written above, and are in full agreement with the wording and intent.

Accepted for:
LOCAL 752, USWA
By:
RONNIE F. WALRAVEN
CHARLES R. STARKS
JOHN D. TRAVIS
TONY BEARDEN
G. L. LARRY
JAMES MCPHERSON

Accepted for:
THE COOPER TIRE & RUBBER COMPANY
By:
GARY ROBERTS
K. E. GRAHAM
J. R. NOWLIN
J. H. GEERS

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 11TH DAY OF APRIL, 2005, BY AND BETWEEN THE COOPER TIRE & RUBBER COMPANY, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "COMPANY", AND LOCAL 752L, UNITED STEELWORKERS AMERICA, TEXARKANA, ARKANSAS, HEREINAFTER REFERRED TO AS THE "UNION".

IT IS AGREED THAT IF AN EMPLOYEE HAS JURY DUTY ON HIS BIRTHDAY HOLIDAY, THEN THE EMPLOYEE WILL BE ALLOWED TO EXTEND THEIR HOLIDAY BY ONE (1) DAY.

THIS AGREEMENT IS SIGNED WITH THE FULL KNOWLEDGE OF THE PRESENT COMPANY-UNION AGREEMENT AND THEREFORE SHALL HAVE PRECEDENCE OVER AREAS OF THE AGREEMENT WHERE THERE MIGHT OTHERWISE BE CONFLICT.

THIS AGREEMENT SHALL NOT IN ANY MANNER WHATSOEVER ESTABLISH A PRECEDENT FOR ANY OTHER PAST, PRESENT, OR FUTURE CASE.

WE, THE UNDERSIGNED, HAVE READ THE ABOVE THE DATE AND DATE FIRST WRITTEN ABOVE, AND ARE IN FULL AGREEMENT WITH THE WORDING AND INTENT.

Accepted for:
LOCAL 752, USWA

By:
**DAVID E. BOONE
TOMMY ENGLEADOWL
TONY BEARDEN
JIM GARVEY
J. G. MCPHERSON
CHARLES DRAKE
TONY THOMPSON
OLEN NOTTINGHAM
GARY ICENHOWER**

Accepted for:
THE COOPER TIRE & RUBBER COMPANY

By:
**CHUCK TAYLOR
JOHN BODART
RICKY NORTON
PAT COOK
PAUL OUBRE
KEVIN BARNES
TONY MILLER**

JANUARY 17, 1987

MR. RONNIE WALRAVEN, PRESIDENT
Local 752, USWA

Texarkana, Arkansas 75502

Dear Mr. Walraven:

During the course of the 1987 Negotiations, the parties discussed the situation when employees who normally work five (5) consecutive days, Monday through Friday, are involved in a short work week and are subsequently during that week offered daily overtime, Saturday and/or Sunday work.

Daily overtime, Saturday and/or Sunday available hours are calculated as Compensated or Available Hours as set forth in **ARTICLE IX, DEFINITION (8)** of the Supplemental Unemployment Benefits Agreement.

The parties agree that the fulfillment of production requirements is in the best interest of everyone, and in order to improve employee acceptance of work on Monday through Friday, daily overtime, and on Saturdays and/

or Sundays by these employees, under these conditions, the following understanding is confirmed:

In the calculations of compensated or available hours for a week under the Provisions of **ARTICLE IX, DEFINITIONS** (8), "Compensated or Available Hours", of the Agreement on Supplemental Unemployment Benefits, the hours worked by these employees either Monday through Friday as overtime or on Saturday and/or Sunday will not be included in determining the sum of hours for that week.

The above Agreement is effective on the date of the signing of the 1987 Supplemental Unemployment Benefits Agreement.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Gary M. Roberts, Manager
Industrial Relations

AGREEMENT

THIS AGREEMENT is made and entered into this **14TH DAY OF JANUARY, 1984**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that if an employee is scheduled to work on Saturday and is later cancelled for whatever reason, an attempt shall be made to timely notify the employee of such cancellation. If attempts to notify the employee in a timely manner should fail, the employee shall receive show-up pay for four (4) hours that Saturday or the Company will provide four (4) hours work.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the date and date first written above, and are in full agreement with the wording and intent.

Accepted for:

LOCAL 752, URCLPWA

By:

R. F. WALRAVEN

J. M. PATTON

G. L. LARRY

Accepted for:

THE COOPER TIRE & RUBBER COMPANY

By:

J. H. GEERS

J. R. NOWLIN

GENE LOTT

**J. D. TRAVIS
J. G. McPHERSON
C. R. STARKS**

**TONY MILLER
BRUCE SMITH**

AGREEMENT

THIS AGREEMENT is made and entered into this **17TH DAY OF JANUARY, 1987**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

IT IS AGREED that when an employee is scheduled to work on Saturday **OR A HOLIDAY**, the Company will either provide a minimum of four (4) hours (**OR 6 HOURS FOR A 7 DAY OPERATION**) work if requested by the employee, or the employee will receive show-up pay subject to the four (4) hour (**OR 6 HOURS FOR A 7 DAY OPERATION**) limitation if the request is refused.

THIS AGREEMENT is signed with the full knowledge of the present Company-Union Agreement and therefore shall have precedence over areas of the Agreement where there might otherwise be conflict.

THIS AGREEMENT shall not in any manner whatsoever establish a precedent for any other past, present, or future case.

We, the undersigned, have read the above the date and date first written above, and are in full agreement with the wording and intent.

Accepted for:

LOCAL 752, URCLPWA

By:

**RONNIE F. WALRAVEN
CHARLES R. STARKS
JOHN D. TRAVIS
TONY BEARDEN
G. L. LARRY
JAMES MCPHERSON**

Accepted for:

THE COOPER TIRE & RUBBER COMPANY

By:

**GARY M. ROBERTS
K. E. GRAHAM
J. R. NOWLIN
J. H. GEERS**

MARCH 25, 1978

MR. LONNIE EDWARDS, PRESIDENT
Local 752, URCLPWA
Texarkana, Arkansas 75502

Dear Mr. Edwards:

After the completion of the 1978 Contract negotiations, the Company and the Union will meet for the purpose of negotiating a program to be used in the equalization of hours. This program may vary as to the needs of each department. In doing this, the parties will take into consideration the present practices of the various departments. These programs will be open to updating as is deemed necessary by the parties.

Yours very truly,

THE COOPER TIRE & RUBBER COMPANY

Kenneth E. Graham, Manager

Industrial Relations

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this **25TH DAY OF MARCH, 1987**, by and between **THE COOPER TIRE & RUBBER COMPANY**, Texarkana, Arkansas, hereinafter referred to as the "**COMPANY**", and **LOCAL 752, UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC WORKERS OF AMERICA**, Texarkana, Arkansas, hereinafter referred to as the "**UNION**".

It is understood that the Company may schedule people for start-up and shutdown on Sunday. Also, if year-end inventory is taken on Sunday, the Company may schedule people to work but only if they have done everything possible to get volunteers.

IN WITNESS WHEREOF, the parties hereto affixed their signatures the day and date first above written.

Accepted for:

LOCAL 752, URCLPWA

By:

LONNIE EDWARDS

RONNIE WALRAVEN

JOHN TRAVIS

JOHN MILAM

JAMES MCPHERSON

ROGER MOORE

Accepted for:

THE COOPER TIRE & RUBBER COMPANY

By:

JAMES R. NOWLIN

K. E. GRAHAM

J. C. FOSTER

BRUCE SMITH

CHUCK TAYLOR

Accepted for:

INTERNATIONAL UNION, URCLPWA

By:

THURSTON SMITH

JANUARY 14, 1984

MR. RONNIE WALRAVEN, PRESIDENT

Local 752, URCLPWA

Texarkana, Arkansas 75502

Dear Mr. Walraven:

During the recent Company-Union Contract Negotiations, the subject of signing stewards down when subbing was discussed.

The Company will inform Stewards when we decide to sub-out employees in their area.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
J. H. Geers, Manager
Industrial Relations

MARCH 17, 1999

MR. CHARLES STARKS
President, Local 752
United Steelworkers of America
Texarkana, Arkansas 71854

Dear Mr. Starks:

During current Company-Union Negotiations, the subject of overtime was discussed and the possibility of allowing those people that are scheduled to seek volunteers to work in their place.

A person who is scheduled can obtain a volunteer as long as the volunteer is qualified and supervision is notified of the substitution. Volunteers should be obtained from the classification before going outside. The volunteer substitution will not violate any department equalization of overtime programs.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary M. Roberts, Manager
Employee Relations

DECEMBER 17, 1989

MR. RONNIE WALRAVEN, PRESIDENT
Local 752, URCLPWA
Texarkana, Arkansas 75502

Dear Mr. Walraven:

During the course of Negotiations on the Company-Union Agreement, the subject of instituting a Step-Back Procedure for the Absentee Control Program was discussed.

Effective with the ratification of the Company-Union Agreement, the Company plans to modify our current Absentee Control Program by including a Step-Back Procedure. An employee placed in Phase I (Department Warning) of the Absentee Control Program may step back off the Program by exhibiting satisfactory attendance for the following eighteen (18) months. Employees in Phase II (Final Warning) or Phase III (Panel) may step back to Phase I (Department Warning) by exhibiting satisfactory attendance for the following eighteen (18) months. Employees in Phase II or Phase III may step back off the Absentee Control Program completely by exhibiting satisfactory attendance for thirty-six (36) months.

By making this change the Company does not relinquish its rights to change the Absentee Control Program in the future, nor is the Union stating agreement with the Company Absentee Control Program.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Gary M. Roberts, Manager
Industrial Relations

JANUARY 29, 1996

MR. CHARLES STARKS

President, Local 752
United Steelworkers of America
Texarkana, Arkansas 71854

Dear Mr. Starks:

During recent Negotiations on the Company-Union Agreement the subject of skilled trades working partial shifts on Saturdays and Holidays was discussed.

The Company agrees to seek volunteers for partial shifts to be worked by skilled trades on holidays and Saturdays before scheduling skilled trades employees.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary M. Roberts, Manager
Employee Relations

MARCH 17, 1999

CHARLES STARKS, PRESIDENT
USWA Local 752
Texarkana, Arkansas

Dear Mr. Starks,

During the recent contract negotiations, we discussed the event of an hourly rated employee being injured while performing incentive work.

If an hourly rated employee, who normally fills in as an incentive employee, is injured while performing incentive work then their rate of pay will be a prorated combination of their hourly wage and the time normally spent in incentive work. If an hourly employee normally works a certain amount of incentive work and the balance of their wages are from their hourly rate, then their rate of pay will be determined for light duty pay per Article X, paragraph u, by this formula. They would draw 85% of their average hourly earnings for the time normally spent in incentive work and their hourly wage for the balance of their time worked.

As with past practice, we will continue to make these calculations and payments after the employee's healing period has ended.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Gary Roberts
Employee Relations Manager

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT
Local 752, U. S. W. A.
Texarkana, Arkansas 71854

Mr. Boone:

During the course of the 2002 Contract Negotiations, the use of Vacation Replacements was discussed. It was agreed to involve the Negotiating

Committee in the process of determining how many vacation replacements may be needed in a certain area and what types of work they would be doing.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Chuck Taylor, Manager

Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, USWA

Texarkana, Arkansas 71854

Dear Mr. Boone:

It has been our policy for quite some time to pay one hour of "average" for all affected employees in curing and finishing for a normal start-up after a full shutdown.

It was agreed to continue this practice at this time. Should conditions change, the Company will meet with the Union and discuss the options prior to discontinuing this past practice.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Chuck Taylor, Manager

Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, U. S. W. A.

Texarkana, Arkansas 71854

Mr. Boone:

During the negotiations of the Company-Union Agreement the definition of an employee being late to work was discussed. It is the Company's

definition that any employee reporting to work from clock-in time and up to two (2) hours after clock-in time will be considered as late to work.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Chuck Taylor, Manager

Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, U. S. W. A.

Texarkana, Arkansas 71854

Mr. Boone:

During the negotiations of the current Company-Union Agreement a lengthy discussion was held regarding the equalization of the effects of a shutdown on the employees of each crew. The Company agreed to continue to work cooperatively with the union to diminish these effects as much as possible and still achieve the desires of the schedule of the reduction in production.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Chuck Taylor, Manager

Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, U. S. W. A.

Texarkana, Arkansas 71854

Mr. Boone:

During the negotiations of the Company-Union Agreement a discussion was held regarding the process of canceling scheduled over-time as per Article IV paragraph L of the Company-Union Agreement. The Company agrees to allow union stewards to review the process of management calling employees to notify them that over-time has been cancelled. If no

union steward or chief steward is available, reasonable effort will be made to document each call.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Chuck Taylor, Manager
Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT
Local 752, U. S. W. A.
Texarkana, Arkansas 71854

Mr. Boone:

During recent negotiations of the Company-Union Agreement the Company committed to use employees within a classification first to fill a vacancy before going outside the classification to fill a vacancy. As an example, management will move a tire builder to a vacancy before filling any vacancies with utility personnel.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Chuck Taylor, Manager
Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT
Local 752, U. S. W. A.
Texarkana, Arkansas 71854

Mr. Boone:

During the negotiations of the Company-Union Agreement, the Company committed to shutting down the junior swing builder if a situation arose where a regular tire builder would be down for more than four (4) hours. The regular tire builder then would be moved to the vacancy from the swing builder and the swing builder would be paid his hourly rate of utility.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Chuck Taylor, Manager
Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT
Local 752, U. S. W. A.
Texarkana, Arkansas 71854

Mr. Boone:

During the recent negotiations of the Company-Union Agreement, we discussed the timely payment of A&S benefits and the notification of certain benefits.

We agree to make by 2:00 P.M. Thursdays, A&S benefit checks to qualified recipients if the following conditions are met. Application and processing must occur in the course of a normal workweek. Also, all completed forms and related information necessary for payment must be received in the Medical Benefits office no later than 11:30 A.M. on the preceding Friday.

We also agree to notify, by mail, recipients whose benefits could be affected by Social Security. Under certain conditions, Social Security disability benefits may be coordinated with A&S benefits or Supplemental Worker's Compensation. Additionally, we will notify recipients who are taking out the optional life insurance through the designated carrier that they must apply for the waiver of premium themselves through the 800 number given by the carrier. As you requested, the notice will be included in the 15th week payment.

Sincerely,
THE COOPER TIRE & RUBBER COMPANY
Chuck Taylor, Manager
Employee Relations

CT/pw

MARCH 4, 2002

DAVID E. BOONE, PRESIDENT

Local 752, U. S. W. A.

Texarkana, Arkansas 71854

Mr. Boone:

During negotiations of the Company-Union Agreement a discussion about absences for elected officials or state appointed officials was discussed. The Company agreed to excuse any absence for attending to the business of any elected official or state appointed official. This excuse does not imply that the Company will pay wages for any lost time. This includes duties for the public good, examples of duties are; school board members, county judges, election committee members and so forth. It was understood that every effort would be made from the employee to seek postponing any such business to off duty time to prevent any absence requiring this excuse.

Sincerely,

THE COOPER TIRE & RUBBER COMPANY

Chuck Taylor, Manager

Employee Relations

CT/pw

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into this **4TH DAY OF MARCH, 2002** by and between **THE COOPER TIRE & RUBBER COMPANY** for its plant located in Texarkana, Arkansas, hereinafter, referred to as the "**COMPANY**", and the **UNITED STEELWORKERS OF AMERICA**, and the **LOCAL 752**, thereof executing this **AGREEMENT**; the International Union and the Local Union collectively being hereinafter referred to as the "**UNION**".

The parties to this agreement recognize that production requirements may be such that the plant may operate on a seven-day continuous basis in part or in whole subject to this Agreement and the Collective Bargaining Agreement. Both parties recognize that the need for such seven-day continuous schedule is to be determined by the Company and be implemented or discontinued at any time in specific job classifications, departments, or divisions of the plant as deemed necessary by the Company.

Unless stated otherwise in this Memorandum of Agreement, the provisions of the Collective Bargaining Agreement shall apply to employees on seven-day continuous operations. Therefore, the provisions contained in this Memorandum of Agreement shall take precedence over any

provision of the Collective Bargaining Agreement where conflict exists or where no provision currently exists.

GRIEVANCE PROCEDURE ARTICLE III

REFERENCE ARTICLE III PARAGRAPH C STEP 1.

Step 1. Failing to settle such complaint with the supervisor, the grievance shall be put in writing and may be signed by a member of the Negotiating Committee and presented to the Shift Foreman. Within the next two scheduled working days for the employee's shift, the Shift Foreman will schedule a meeting with the Employee, Supervisor and Shift Steward involved. If the grievance is not settled, the Shift Foreman gives his written answer within two scheduled working days, for that shift, from the date of the meeting.

REFERENCE ARTICLE III PARAGRAPH O.

IT IS AGREED that "working days" as referred to in this Article shall henceforth be interpreted to mean Saturday to Saturday on which the factory operates.

HOURS OF WORK AND RATES OF PAY ARTICLE IV

REFERENCE ARTICLE IV PARAGRAPH A.

Twelve hours in any twenty-four hour period, including a thirty-minute paid lunch period for workers engaged in continuous operations, shall constitute a normal workday. Eleven and one half hours in any twenty-four hour period, exclusive of a one-half hour unpaid lunch period, shall constitute a normal workday for all other workers. The standard workweek shall consist of three or four days, dependent upon crew schedule, in a seven-day week. The beginning of the workweek will be 7:00 AM Saturday for crews A&B and 7:00 PM Saturday for crews C&D. This paragraph is not and shall not be construed as a guaranty of hours of work per day or per week.

REFERENCE ARTICLE IV PARAGRAPH B.

All hours worked in excess of twelve hours in any twenty-four hour period starting with the employee's regular shift starting time on Saturday, will be compensated at the rate of time and one-half.

Employees may be scheduled more than twelve hours in a twenty-four hour period only for start-up, shutdown, general elections, daylight savings time and mandatory training sessions, including safety training. These situations will be limited to no more than two hours per occurrence. The Company cannot schedule more than twelve hours in a twenty-four hour period other than for the reasons listed in this paragraph.

All hours worked in excess of forty hours per week will be compensated at the rate of time and one-half. All hours lost from his scheduled shift by the Local Union representatives shall be considered as time worked in computing number of hours in normal rotation hours.

Volunteer overtime will be selected in the following order:

1. 12 hour volunteer
2. 6 hour volunteers
3. 4 hour volunteers

This program may vary as to the needs of each Department. If Department needs are such that the above order may not be desirable, then the Department Manager and Union Division Chairman will work out a satisfactory solution.

REFERENCE ARTICLE IV PARAGRAPH C.

This language does not apply to seven-day continuous operations.

REFERENCE ARTICLE IV PARAGRAPH D.

No employee will be scheduled off during the normal workweek to avoid premium payment. The following shall not be considered as hours worked in computing the premium pay:

1. Holidays paid but not worked during regular off (non-scheduled) days will not be counted as time worked in determining weekly overtime.

Double time will be paid for all hours worked on the seventh day in a pay period, provided the employee works all scheduled hours and a minimum of six hours on each "off" day in the pay period, funeral leave should be considered as hours worked.

REFERENCE ARTICLE IV PARAGRAPH F.

In the fifth paragraph, the word "weekly" does not apply to continuous operations.

REFERENCE ARTICLE IV PARAGRAPH L.

When an employee reports to work at the customary time without being properly notified to the contrary by the supervisor or the foreman, or other Company representative so authorized, or reports for work at a time requested by the supervisor and is assigned no work, he shall be paid an amount equivalent to eleven and one half or twelve hours whichever is applicable at the rate customarily paid the employee for lost time. If he is assigned work for a lesser period than eleven and one

half or twelve hours, whichever is applicable, he shall be paid this rate for that part of the hours not available to him up to eleven and one half or twelve hours, whichever is applicable.

Employees may be scheduled for no more than six hours of training on a scheduled "off" day. The Company will provide six hours of training or the employee will receive show up pay subject to the six hour limitation.

Employees who volunteer and work on their scheduled "off" day for less than eleven and one half or twelve hours, whichever is applicable, will not be eligible for show up pay for the remaining hours not worked.

REFERENCE ARTICLE IV PARAGRAPH N.

Employees called to the plant by reason of an emergency shall receive a minimum of six hours to be paid at their regular rate. The Company is to have the option of providing work to complete the six hours if the emergency ends in less time. If such emergency time occurs on the seventh day or a holiday, the pay shall be at the seventh day rate or the holiday rate.

REFERENCE ARTICLE IV PARAGRAPH P.

This language does not apply to seven-day continuous operations.

HOLIDAYS ARTICLE V

REFERENCE ARTICLE V PARAGRAPH A.

The holidays recognized by this Agreement shall be as follows: New Year's Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and the Employee's Birthday. If the employee's birthday falls on another designated holiday, the next day that is not a holiday shall be considered as the birthday holiday.

If an employee's birthday falls on a normal scheduled day (other than another designated holiday), then the employee must observe his birthday on that date. However, if an employee's birthday falls on a normal "off" day, then the employee may elect to move the birthday holiday to any other day in the pay period. Notice of the move must be provided to the Company at least seven days prior to the day requested. An employee moving an "off" day birthday to a normal scheduled day will receive seven and one half or eight hours holiday pay whichever is applicable. **EMPLOYEES WHO ARE IN JOBS THAT ARE NORMALLY SCHEDULED OFF FOR SHUTDOWN AND WHOSE BIRTHDAY FALLS DURING THE PERIOD OF DECEMBER 24TH THROUGH DECEMBER 31ST WILL ONLY HAVE TO HOLD TWO VACATION DAYS FOR SHUTDOWN INSTEAD OF THE THREE REQUIRED NORMALLY. THOSE EMPLOYEES HAVING A BIRTHDAY DURING THIS PERIOD WILL RECEIVE PAY FOR THEIR BIRTHDAY AS IT FALLS (11.5 OR 12 FOR A WORKDAY AND 7.5 OR 8.0 FOR AN OFF DAY) PLUS THEIR TWO VACATION DAYS.**

REFERENCE ARTICLE V PARAGRAPH B.

All work performed by employees, with seniority, between 7:00 AM of the holiday and 7:00 AM of the day after the holiday shall be paid for at the rate of triple time. Employees, without seniority, who work shall be paid at the rate of double time. In no event shall time and one half be paid in addition to triple time for work performed on holidays. An employee who works less than his eleven and one half or twelve hour shift on a holiday, due to work not being available, will be paid a proportionate share of his holiday pay for the unworked portion of the shift; provided, however, that when an employee works overtime on a holiday in continuation of his shift prior to the holiday or immediately prior to his shift succeeding the holiday for the purpose of closing down or starting up an operation, he shall be paid at the rate of triple time, and such time shall not be deducted from the holiday pay herein provided. All other time paid for at the rate of triple time shall be deducted from the hours on which such holiday pay is based. **SHOW UP PAY INCLUDES HOLIDAY. WHEN AN EMPLOYEE IS SCHEDULED TO WORK ON A HOLIDAY, THE COMPANY WILL EITHER PROVIDE A MINIMUM OF FOUR (4) HOURS FOR E CREW OR 6 HOURS FOR A 7 DAY OPERATION WORK IF REQUESTED BY THE EMPLOYEE, OR THE EMPLOYEE WILL RECEIVE SHOW-UP PAY SUBJECT TO THE FOUR (4) HOUR (OR 6 HOURS FOR A 7 DAY OPERATION) LIMITATION IF THE REQUEST IS REFUSED.**

REFERENCE ARTICLE V PARAGRAPH C.

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

1. Holiday pay will be eleven and one half or twelve hours, whichever is applicable, for those employees whose normal schedule would have required them to work on the day the holiday occurs. For employees whose normal schedule would be "off" on the day the holiday occurs, holiday pay will be seven and one half or eight hours whichever is applicable. Holidays paid, but not worked during the regular "off" (nonscheduled) days will not be counted as time worked in determining weekly overtime.
2. Each hourly rated employee shall be paid in an amount equal to his hourly rate multiplied by eleven and one half or twelve hours (or seven and one half or eight hours if the holiday falls on his regular "off" day), whichever is applicable to his job.
3. Each incentive worker shall be paid an amount equal to his past average hourly earnings as elsewhere defined in this Agreement, multiplied by eleven and one half or twelve hours (or seven and one half or eight hours if the holiday falls on his regular "off" day), whichever is applicable to his job.

REFERENCE ARTICLE V PARAGRAPH F.

For seven-day continuous operations, this language does not apply.

RATES OF PAY ARTICLE VI

REFERENCE ARTICLE VI PARAGRAPH G.

Night shift bonus language, change to "...for all hours worked between 7:00 PM to 7:00 AM."

SENIORITY ARTICLE VII

REFERENCE ARTICLE VII PARAGRAPH F.

1. Crew preference shall be according to seniority in the same job classification. Crew preference may be exercised **ONCE A YEAR** only by bumping an employee from the **LATERAL** crew. There will only be one exception to this per year for bumping to any crew. Transferred employees will exercise crew preference based on their seniority record after a thirty day probationary period in the new department. Crew preference submitted by noon on Monday will be considered final and cannot be withdrawn. If by exercising his/or her crew preference causes an employee to lose an opportunity to work their full scheduled workweek, then the employee will be given an opportunity to work one scheduled "off" day during the affected week. New hires cannot bump or be bumped until they have qualified in their classification.

On a seven-day continuous operation, an individual can arrange for a crew swap by securing another employee in the same classification to work in his place. The crew trade will be at no added expense to the Company. Supervision must be notified of the crew swap and verify that there is no added expense to the Company, prior to any swap.

REFERENCE ARTICLE VII PARAGRAPH L, SECOND PARAGRAPH

Notice of such openings for new jobs shall be posted by the Company for a period of 96 hours to permit employees with sufficient seniority to bid on such jobs. After the 96 hour period has elapsed, and employees with seniority have not bid for the job, it shall be the prerogative of the Company to fill the job with the youngest or a new employee. All bids are to be in writing and vacancies shall not be posted for bid until all employees who have previously been surplusd from the job, and have submitted written requests to return, have been given an opportunity to return.

VACATIONS ARTICLE IX

REFERENCE ARTICLE IX PARAGRAPH D.

The minimum vacation pay for employees who have worked six months

or more during the calendar year and are eligible for payment shall be \$15.00 per vacation hour for a twelve-hour employee and \$16.00 per vacation hour for an eleven and one half-hour employee. The minimum vacation pay for employees who return from the Armed Services to the employ of the Company shall be eighty hours for twelve hour employees with at least one year of service and seventy five hours for eleven and one half hour employees with at least one year service. One hundred twenty hours for twelve hour employees and one hundred twelve and one half hours for an eleven and one half hour employee with at least five years of service. One hundred sixty hours for twelve-hour employees and one hundred fifty hours for eleven and one half employees with at least fifteen years service. Two hundred hours for twelve hour employees and one hundred eighty seven and one half hours for eleven and one half hour employees with at least twenty years of service. Two hundred forty hours for twelve hour employees and two hundred twenty five hours for eleven and one half hour employees with at least twenty five years of service. This pay will be based on their average hourly earnings; except that such vacation pay allowed shall apply for the first year only after their return.

REFERENCE ARTICLE IX PARAGRAPH E.

It is understood that employees shall have the right to request any particular period of time in which to take their vacation according to their seniority standing for the second, third, fourth, fifth and sixth week of vacation for those employees eligible for such vacations.

REFERENCE ARTICLE IX PARAGRAPH H.

2005, 2006, 2007, 2008, AND 2009 vacation period will be December 26th through December 31st. This vacation period applies to all eligible employees not scheduled for emergency, shipping or maintenance work. **THE COMPANY SHALL, FOR ALL CREWS, HOLD BACK THREE (3) DAYS FOR VACATION SHUTDOWN IN DECEMBER. ONE OF THE THREE DAYS HELD BACK WILL BE THE FRACTIONAL DAY, IF ONE EXISTS.**

REFERENCE ARTICLE IX

For seven-day continuous operations, all vacation days will be converted to hours. Seven and one half or eight hours, whichever is applicable, will be added to the total vacation hours available.

1. Vacation time will be based on thirty-seven and one half or forty hours per week of vacation eligibility.
2. One full week of vacation will be for either the three or four days scheduled the week the vacation is taken. The vacation week will run from Saturday 7:00 am to Saturday 7:00 am for crews A&B and Saturday 7:00 pm to Saturday 7:00 pm for crews C&D.

MEMORANDUMS OF AGREEMENTS

1. Agreement dated January 14, 1984 regarding cancellation of Saturday work does not apply to continuous operations.
2. Agreement dated January 17, 1987 regarding show up pay for Saturday work does not apply to continuous operations.
3. Memorandum of Understanding dated March 25, 1987 regarding scheduling people on Sundays for start-ups does not apply to continuous operations.
4. Memorandum of Agreement dated March 25, 1978 regarding rights and privileges does not apply to continuous operations, except the following:

If an employee is absent for at least a week, and another employee is temporarily assigned to fill that job, he then is entitled to all the rights and/or privileges that the regular employee would be entitled to.

5. Minimum Vacation Pay

An employee that is off on A&S or Workers Compensation must have worked at least three (3) months or more during the calendar year to receive the minimum vacation pay of **\$16.00** per hour for twelve hour employees and **\$17.00** per hour for eleven and one half hour employees.

6. Vacation one day at a time:
 - A. One-day vacations must be scheduled in full twelve or eleven and one half hour days, whichever is applicable.
 - B. All requests will be handled by seniority and production needs for each department.
 - C. A one day vacation will be paid at the rate of thirty (30%) percent of the rate of two (2%) percent of the previous calendar year's earnings for each week of vacation to which the employee is entitled.
 - D. Employees will have the option of working or being excused a full day when any remaining fractional day vacation hours are available. Employees who work will receive pay-in-lieu of for all fractional day vacation hours left. Employees exercising the option to not work the full day will receive pay for all fractional day vacation hours only. This provision may be used only once in a calendar year.

- E. The decision to allow an employee's vacation request will be based on production requirements and is totally at the discretion of management. Denial is not open to negotiations or the grievance procedure.

7. Convert Back to Normal Five Day Workweek

If after implementing the seven day continuous operations, the weekly/annual production schedule is reduced, for an extended period, to the point that production can be accomplished by working three (3) eight hour shifts, five days a week, the shift schedule committee comprised of the Union Negotiations Committee and the Plant Negotiations Committee, will meet to discuss the issues and determine if converting the seven day continuous operations back to a normal five/six day schedule is advisable, and if so, how the transition will be accomplished.

8. Employee Voting

It is agreed to allow a group of employees to vote on whether to conduct mandatory training sessions prior to or after the shift versus conducting the training session on an off day under the following conditions:

1. The change requested must be agreeable to management
2. A simple majority of the bargaining unit employees affected must sign the written request for change.

LETTERS OF UNDERSTANDING

1. Transition committee

During implementation of the seven day continuous operations on a 2-2-3 schedule agreed to during the 1999 contract negotiations, an implementation/trial period committee will be formed. This committee will be comprised of the Union Negotiating Committee and the Plant Negotiating Committee.

The committee will meet on a weekly basis to review, discuss, and/or resolve issues that have arisen.

Also, after the implementation is complete and fully operational for a period of at least six months then, if requested, the Union and Company negotiating committees will meet to discuss possible alternative schedules. If another continuous operations schedule other than the 2-2-3 plan is selected by the Union Negotiating Committee and such plan is cost neutral to the 2-2-3 plan, the Company will adopt such plan.

2. Boiler start-ups

The Company will make every effort to have two (2) men in attendance during boiler cold start-ups and fuel switchovers.

3. Chief Stewards and/or Division Chairman for Suspensions

The Company will make every effort to have a Chief Steward and/or a Division Chairman present in any meeting involving a suspension or discharge, if at all possible and the steward or Chairman is available.

4. Volunteers for Skilled Trades on Holidays

The Company agrees to seek volunteers for partial shifts to be worked by skilled trades on holidays before scheduling skilled trade's employees.

5. Scheduling Swing Shift

The letter dated January 17, 1987 to Ronnie Walraven regarding swing shift scheduling does not apply to continuous operations.

6. Maximum Hours Worked per Day

During the 1999 Company Union Negotiations, we discussed the maximum number of hours that could be worked. It is understood that no employee will be allowed to work more than 16 hours in a 24 hour period.

7. Proposal Scheduling Employees on "Off" Days

Employees may be scheduled in to work on their "off" days only for training sessions or to avoid situations where normal production flow would be reduced resulting in the possible reduction of employee earning potential in departments either upstream or downstream from the production interruption. (Examples of this might be, but is not limited to downtime on mixers, calendars, extruders, bead formers, biases, etc. which must operate on a nearly continuous basis to maintain production flow.)

If after seeking volunteers and there is an insufficient number of volunteers agreeing to work, then the following would apply:

1. Senior employees in the classification will be scheduled according to the rotation in existence at the time.
2. An employee may be scheduled only once in a pay period.

3. Employees will be compensated at the rate of time and one half for all hours scheduled and worked on the employee's "off" day provided the employee works his/her normal work days for the entire pay period. The items listed in Article IV, paragraph d. are considered days worked in determining premium payment.

Note: If the scheduling of employee "off day" guidelines presents operational issues, the Union and Plant Negotiating Committees will meet to discuss and resolve the issues.

8. Abuse of Scheduling Overtime

During the Company-Union Negotiations, the subject of scheduling employees to work on their "off days" on the seven-day continuous operations plan was discussed at length.

It is not the Company's intent to schedule employees on their "off days" unless it is deemed to be absolutely necessary. Every alternative method will be looked into, including seeking volunteers before scheduling employees. To that end, if in any area it appears that scheduling employees on their "off day" is being abused, then it should be brought to the Vice President of Texarkana Operations personal attention. The situation will then be addressed.

9. Refusal of overtime

The Company and Union agree that when an employee fails to work a voluntary or scheduled "off day", the employee will fall under the provisions of the "Refused Overtime Program" rather than the "Attendance Program."

10. Relief of Classifications

During negotiations on the Company-Union Agreement, the subject of relief in different classifications was discussed in connection with seven-day continuous operations.

During seven-day continuous operations, the Company agreed to provide relief for the following classifications:

Sort & Label – 213
Spray & Inspect – 212
Tire Layer – 210 & 212
#8 Tuber Operator – 218

TRANSITION TO CONTINUOUS OPERATIONS

To facilitate the transition from a five-day operation to a seven-day continuous operation, the following will be accomplished:

1. Current employees will be distributed among the four crews in their current classification to maintain an even level of efficiency on all four crews. Employees will be canvassed to consider their crew preference, machine preference, skilled trade's area assignments and workstation preferences. Seniority will determine all assignments initially. As equipment is ramped up, assignments will be offered first to the previous owner of the assignment (if available) and by seniority thereafter.
2. During the transition period, job bidding will be handled as follows:
 1. A summary will be posted in the plant, which will include all jobs that the Company expects to post during the transition period.
 2. An employee will be allowed to bid at the beginning of the period or as they see fit, regardless of the time from last bid prior to transition.
 3. New hires will not be allowed to bid during their first year of employment.

"Transition period" as pertaining to the seven day continuous operation is defined as the date of switching to a four crew, seven day operation (approximately May 3, 1999) and continuing until the plant is returned to the approximate 41,000 tire current daily level of production (estimated to be June 2000).

Accepted For:
LOCAL 752L, USWA

By:
**DAVID E. BOONE
TOMMY ENGLEADOWL
JIM GARVEY
TONY BEARDEN
CHARLES DRAKE
TONY THOMPSON
JAMES MCPHERSON
GARY ICENHOWER**

Accepted for:
COOPER TIRE & RUBBER COMPANY

By:
**CHUCK TAYLOR
JOHN BODART
RICKY NORTON
PAT COOK
PAUL OUBRE
KEVIN BARNES
TONY MILLER
OLEN NOTTINGHAM**

Accepted For:
INTERNATIONAL REPRESENTATIVE - USWA

By:
DON DAVIES

1911

1,300 workers

PENSION & INSURANCE PROGRAM AGREEMENT

COOPER TIRE & RUBBER COMPANY
A DIVISION OF
THE COOPER TIRE & RUBBER COMPANY

Texarkana, Arkansas
and

United Steelworkers of America
Rubber/Plastics Industry Conference



LOCAL No. 752
of Texarkana, Arkansas

Adopted April 11, 2005 —
April 10, 2010

128 pages

AGREEMENT

EMPLOYEE PENSION AND INSURANCE PROGRAM

THIS AGREEMENT dated the **11TH DAY OF APRIL 2005**, by and between **COOPER TIRE AND RUBBER COMPANY** for its plant located in Texarkana, Arkansas, and **THE INTERNATIONAL UNION OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO**, and the **LOCAL UNION No. 752**, thereof executing this Agreement; the International Union and the Local Union collectively being hereinafter referred to as the **"UNION"**.

ARTICLE 1

DEFINITIONS

1.1 For the purpose of this Agreement, wherever used herein the term

- (a) "Basic Labor Agreement" shall mean the collective bargaining agreement dated April 11, 2005 between the Company and the Local Union No. 752L, as may be amended or supplemented or any successor agreement.
- (b) "Benefit Service" shall mean the period or periods of service used to determine the amount of pension or any other benefit under the Non-Contributory Retirement Plan and shall be computed under the rules set forth in Paragraph 7.12.
- (c) "Code" shall mean the Internal Revenue Code of 1986, as amended to date, and as it may hereafter be amended, or any successor statute of similar purpose.
- (d) "Company" shall mean Cooper Tire & Rubber Company.
- (e) "Continuous Service Credit" shall mean the period of time dating from an Employee's Hiring Date as established or as hereafter adjusted or determined by the Service Credit Rules and other applicable provisions of the Basic Labor Agreement; providing, however, that an Employee shall accumulate no Continuous Service Credit insofar as this Agreement is concerned during the periods in which he is absent from employment from the Company due to his employment with the Local Union in other than an official or representative capacity.
- (f) "Controlled Group" means the Company and any and all other corporations, trades and/or businesses, the employees of which together with Employees of the Company are required, by the first sentence of Subsection (b) or Subsection (c) of Section 414 of the Code to be treated as if they were employed by a single Company. Each corporation or unincorporated trade or business that is or was a member of the Controlled Group shall be referred

to herein as a "Controlled Group Member", but only during such period as it is or was such a member. Controlled Group also includes any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in section 414(m) of the Code) which includes the employer and any other entity required to be aggregated with the employer pursuant to regulations under section 414(o) of the Code.

- (g.) "Credited Service" shall mean the period or periods of service used to determine eligibility for a pension or other benefit under the Non-Contributory Retirement Plan and shall be computed under the rules set forth in Paragraph 7.11.
- (h.) "Effective Date" as used in this Agreement shall mean **APRIL 11, 2005**.
- (i.) "Employee" shall mean any employee of the Texarkana plant of the Company whose terms and conditions of employment are determined through collective bargaining with the Union. To the extent required by Section 414(n) of the Code, the term "Employee" includes any person who is a "leased employee" of the Company or any other Controlled Group Member. For purposes of this Subsection, a "leased employee" means any person who, pursuant to an agreement between the Company or a Controlled Group Member and any other person ("leasing organization"), has performed services for the Company or Controlled Group Member on a substantially full-time basis for a period of at least one year, and such services are of a type historically performed by employees in the business field of the Company or Controlled Group Member. Contributions or benefits provided to a leased employee by the leasing organization that are attributable to services performed for the Company or a Controlled Group Member will be treated as provided by the Company or Controlled Group Member. A leased employee will not be considered an Employee of the Company or a Controlled Group Member, however, if (1) leased employees do not constitute more than 20% of the Company's or Controlled Group Member's non-highly compensated work force (within the meaning of Section 414(n)(5)(C)(ii) of the Code) (2) such leased employee is covered by a money purchase pension plan maintained by the leasing organization that provides (i) a non-integrated employer contribution rate of at least 10% of compensation, (ii) immediate participation and (iii) full and immediate vesting. All personal and relative pronouns, singular or plural, and words "person", "Employee", and "Employee" shall refer to both male and female Employees equally.

- (j.) "Employee Benefit Programs" shall mean the Company's Retirement Program including Lump Sum Payment, Life Insurance and Accidental Death and Dismemberment Insurance Program Survivor Income Benefits Program, Hospital, Surgical, Medical, Drug, Dental, Vision Care and Major Medical Programs, Sickness and Accident Insurance Program, and Supplemental Worker's Compensation Program.
- (k.) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it may from time to time be amended.
- (l.) "Hiring Date" shall mean the date an Employee first performs an Hour of Service for the Company or the date an Employee first performs an Hour of Service for the Company upon re-employment following his Severance from Service Date.
- (m.) "Hour of Service" shall mean each hour for which the Employee is paid, or is entitled to payment, for the performance of duties for the Controlled Group. (These hours shall be credited for the date or dates on which the duties are performed).

If an Employee is absent from work for any period which commences on or after January 1, 1985 --

- (a) by reason of the pregnancy of the Employee,
- (b) by reason of the birth of a child of the Employee,
- (c) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or
- (d) for purposes of caring for any such child for a period beginning immediately following such birth or placement, except that no more than five hundred and one (501) Hours of Service shall be credited under this Paragraph by reason of the absence. The Hours of Service shall be credited
 - (i) in the twelve (12)-Consecutive Month Period in which the absence from work begins, if the Employee would be prevented from incurring a Severance Date in such Period, or
 - (ii) in the immediately following twelve (12)-Consecutive Month Period.

No credit will be given pursuant to this Paragraph unless the Employee furnishes information to establish that the absence is for the reasons referred to in Subparagraphs (a.), (b.), (c.) and (d.) of this Paragraph and the number of days for which there was such an absence, or

- (a) the Employee shall not, solely by reason of such absence, be considered to have incurred a Severance Date for purposes of determining eligibility to become an Employee and eligibility for a Pension until the expiration of the consecutive twenty four (24)-month period commencing on the first day of the absence.
- (n.) "International Union" shall mean the **UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO-CLC.**
- (o.) "Local Union" shall mean Local Union No. 752L, Texarkana, AR acting as the sole and exclusive collective bargaining representative of the Employees in the respective bargaining unit as provided in Article 1 of the Basic Labor Agreement.
- (p.) "Named Fiduciaries" shall mean the Company, the Retirement Committee, the Plan Administrator, and the Trustee, but only with respect to the specific responsibilities of each for Plan and Trust Administration described in the Non-Contributory Retirement Plan or in the Trust Agreement.
- (q.) "Non-Contributory Retirement Plan" shall mean the Company's Non-Contributory Retirement Plan as explained in Articles 1 through 8, and 14 and 15 inclusive.
- (r.) "Normal Retirement Age" shall mean the day preceding the day an Employee attains age sixty-five (65).
- (s.) "Normal Retirement Date" shall mean the later of the day the Employee attains age sixty-five (65) or the completion of five years of Continuous Service Credit.
- (t.) "Pensioner" shall mean a former Employee who is receiving one of the Pensions described in the retirement program.
- (u.) "Period of Severance" when used herein shall mean the period of time beginning on the Employee's Severance from Service Date and ending

on the date next preceding the date the Employee again performs an Hour of Service for the Controlled Group.

- (v.) "Plan Administrator" shall mean the Retirement Committee or a person elected by a majority vote of the Retirement Committee, to represent, as necessary, the Retirement Committee.
- (w.) "Plan Year" - except as otherwise provided herein, a Plan Year shall be the calendar year beginning January 1 and ending December 31.
- (x.) "Plant Closure" shall mean when operations at a local plant covered by this Agreement shall be completely and permanently discontinued while this Agreement is in force.

In the event a product commodity line or lines is permanently discontinued at a local plant covered by this Agreement while it is in force and results in the layoff of ten percent (10%) or more of the total work force and has continued for at least one (1) year, and it has been determined that there is no reasonable likelihood that the Employees on layoff will be recalled, the Company and Union will meet to discuss the possible application of the Plant Closure provisions of the Agreement to the Employees involuntarily laid off. The one (1)-year period may be shortened by agreement of the parties.

- (y.) "Retirement Committee" shall mean the persons appointed by the Company to administer the Non-Contributory Retirement Plan and having the specific responsibilities for administering the Non-Contributory Retirement Plan as set out in this Agreement or in the Trust Agreement.
- (z.) "Severance from Service Date(s)" shall mean the earlier of:
 - (i.) the date on which the Employee quits, retires, is discharged or dies; or
 - (ii.) the first anniversary of the first date of a period in which the Employee remains absent from service (with or without pay) with the Company for any reason other than a quit, retirement, discharge or death.
- (aa.) "Spouse" as used herein means the person to whom the Employee or Pensioner is married at the relevant time.
- (ab.) "Trustee" shall mean the corporation or individuals appointed by the Company to administer and manage the pension trust or trusts entered into or established for the purpose of providing Pensions under the Non-Contributory Retirement Plan.

- (ac.) "Trust Agreement" shall mean the instrument or instruments executed between the Company and the Trustee or Trustees (as shall from time to time be amended) for the purpose of providing Pensions under this Non-Contributory Retirement Plan.

ARTICLE 2

PURPOSE

THIS AGREEMENT constitutes a settlement for the duration of this Agreement of all retirement, pension, insurance, survivor income benefits, supplemental worker's compensation, drugs and severance pay demands and, while this Agreement continues in effect, the Company shall not have any obligation to negotiate or bargain with the International Union or the Local Union with respect to demands of any kind for changes in this Agreement, except as provided by Article 15, nor shall there be any strike, work stoppage or other exercise of economic force with respect to such demands or other matters covered by this Agreement.

It is understood and agreed that the Company shall not be responsible in any way for the security of any funds deposited with an insurance company or Trustee or for any annuities or pensions purchased from an insurance company pursuant to the Employee Benefit Programs.

The Company may at any time substitute for any such insurance company or Trustee any other responsible insurance company or Trustee of recognized good standing; provided, however, that any dispute between the Company and the Local Union concerning the responsibility or recognized good standing of any insurance company or Trustee with which any funds contributed by Employees are deposited, or of any insurance company from which any annuities are purchased with such Employee contributions shall be subject to the Grievance Procedure outlined in Article 14 hereof.

ARTICLE 3

ADMINISTRATION

- 3.1 The Company shall have sole responsibility and authority for the operation and administration of its Employee Benefit Programs. Its decision shall be final except that where action is taken pursuant to the Grievance Procedure described in Article 14, the provisions thereof shall be controlling.
- 3.2 The Employee shall furnish all information, data and proofs reasonably required with regard to the happening of any event or the existence of any status affecting or relating to his coverage hereunder. If the Employee's age has been misstated, his rights to any Employee benefit shall be determined by the applicable Employee Benefit Program as would have applied to the Employee had his proper age been stated. The Company may from time to time require an Employee or any Pensioner to furnish

it such information and certificates, including a certificate as to the amounts of Social Security Benefits and any other payments or benefits necessary in the determination of the Pension of such Employee or Pensioner as the Company may reasonably require. If such Employee or Pensioner fails or refuses to furnish such information and certificates, the Company may compute his Pension on the basis of estimates, which in its judgment are reasonable.

- 3.3 The International Union shall be furnished with such pertinent information as it may reasonably request, from time to time, concerning the operation and administration of the Retirement Program insofar as it affects Employees or Pensioners. The President of the Local Union shall be furnished with such pertinent information as he may reasonably request concerning the application of the Employee Benefit Programs to any Employee, including any Employee who has retired during the life of this Agreement in the appropriate bargaining unit.
- 3.4 Except as provided by Paragraph 7.7 when an Employee accepts a Pension or Lump Sum Payment, his services with the Company will be terminated and his Continuous Service Credit, Credited Service and re-employment rights will be canceled.
- 3.5 Whenever reference is made in this Agreement to a temporary disability or disability due to an accident or illness, such provision shall also include a temporary disability or disability resulting from pregnancy, childbirth or related medical conditions when certified by a doctor licensed to practice medicine.

ARTICLE 4 **ELIGIBILITY FOR PENSION**

4.1 Pension at Normal Retirement

An Employee retiring during the life of this Agreement who shall have attained age sixty-five (65) and who either has not less than five (5) years of Credited Service at his Normal Retirement Date or shall have been hired before his attainment of age sixty (60) shall be entitled to receive a Pension upon retirement and upon the filing of an application for benefits as hereinafter provided. Effective December 17, 1989, an Employee who shall have been hired on or after his attainment of 60 years of age shall be entitled to a pension upon retirement, as hereinafter provided, on the date which is the fifth anniversary of his Hiring Date, and the first day of the month next following such fifth anniversary shall be the Employee's Normal Retirement Date. An Employee who shall have attained Normal Retirement Age shall have a non-forfeitable interest in his Pension.

- (a.) Notwithstanding the foregoing, no Employee who is a leased

employee, as defined in Paragraph 1.1(i) of this Agreement, shall be covered by this Non-Contributory Retirement Plan nor entitled to receive a Pension.

4.2 Pension at Early Retirement

- (a.) An Employee who shall have attained age fifty-five (55) but not Normal Retirement Age and who shall have at least ten (10) years of Credited Service, retiring during the life of this Agreement shall be entitled to receive a Pension upon retirement as hereinafter provided. No Employee while receiving a Disability Pension shall be eligible for a Pension pursuant to this Paragraph.
- (b.) An Employee who shall have attained not less than sixty-two (62) years of age and not less than ten (10) years of Credited Service with the Company, shall be entitled to a Pension upon retirement as hereinafter provided. No Employee while receiving a Disability Pension shall be eligible for a Pension pursuant to this Paragraph.
- (c.) An Employee who shall have at least thirty (30) years of Credited Service, retiring during the life of this Agreement shall be entitled to receive a Pension upon retirement as hereinafter provided. No Employees while receiving a Disability Pension shall be eligible for a Pension pursuant to this Paragraph.

4.3 Disability Pension

An Employee becoming permanently incapacitated during the life of this Agreement through some unavoidable cause shall be entitled to receive a Pension as hereinafter provided if such Employee at the time of becoming permanently incapacitated a) shall not have attained Normal Retirement Age, and b) shall have at least ten (10) years of Credited Service at the time of becoming permanently incapacitated.

An Employee shall be deemed to have become permanently incapacitated only:

- (a.) if he has been totally disabled by bodily injury or disease so as to prevent him from being physically or mentally able to meet the job requirements of any job in the local plant, and
- (b.) if such total disability shall have continued for five (5) consecutive months and, if the opinion of a qualified physician designated by the Company, will presumably be permanent, total and continuous during the remainder of his life. If nevertheless, such Employee furnishes medical evidence satisfactory to the Company that the total disability results from a terminal illness that will result in death during the five month waiting period, such Employee's total

disability will be deemed to have continued for five consecutive months.

Incapacity shall be deemed to have resulted from an unavoidable cause unless it

- (i) was contracted, suffered, or incurred while the Employee was engaged in, or resulted from having engaged in, a felonious enterprise, or
- (ii) resulted from drunkenness, or narcotics, or
- (iii) resulted from an intentional self-inflicted injury or intentional self-induced sickness.

Permanent incapacity resulting from any of such enumerated causes shall exclude a Participant from any retirement benefits under this paragraph 4.3. Any retirement benefits under this paragraph 4.3 shall continue only so long as such Pensioner shall be permanently and totally incapacitated. The permanency and existence of an incapacity may be verified by medical examination prior to age sixty-two (62) at any reasonable time. Refusal of the Participant to submit to examination shall be justification for the suspension of a pension granted pursuant to this paragraph until the Participant submits to such examination.

No Employee who is receiving or has received installment payment under the Permanent Total Disability provision of the Group Life Insurance Program, shall be eligible to receive a Disability Pension under this Paragraph 4.3 with respect to the same disability.

4.4 Deferred Vested Pension

Notwithstanding any other provisions of the Non-Contributory Retirement Plan, an Employee whose employment shall be terminated on or after the Effective Date of this Agreement shall be eligible for a Deferred Vested Pension as provided in Paragraph 5.4 of this Agreement if such Employee at the time of such termination of employment a) shall have had at least five (5) years of Credited Service, b) shall not have attained Normal Retirement Age, and c) shall not be eligible for or be receiving any other type of Pension under the Plan based (in whole or in part) on Credited Service prior to the date of such termination.

An Employee whose employment is terminated and who, based upon information then on file with the Company, is entitled to a Deferred Vested Pension will be notified of his eligibility therefore.

4.5 Pension Upon Plant Closure

If an Employee's employment is terminated as a result of a Plant Closure while this Agreement is in force, and such Employee a) has completed at least thirty (30) years of Credited Service or b) has attained age fifty-five (55) and completed at least five (5) years of Credited Service, he shall be entitled to receive a Pension upon retirement as hereinafter provided. No Employee while receiving a Disability Pension shall be eligible for a Pension pursuant to this paragraph.

ARTICLE 5 AMOUNT OF PENSION

5.1 Pension at Normal Retirement

An Employee who retires on or after his Normal Retirement Date and is eligible for a Pension pursuant to Paragraph 4.1 shall be entitled as provided in Paragraph 6.1 to receive a monthly Pension determined as follows:

For Employees retiring on or after **APRIL 11, 2005 – \$54.50. THEREAFTER; ON OR AFTER MARCH 1, 2007 \$55.50, MARCH 1, 2008 \$56.50 AND MARCH 1, 2009 \$57.50.**

Said Pension amount shall be multiplied by the number of years of Benefit Service (taken to completed twelfths) ending with the retirement date but reduced by the total amount of other benefits available as provided in Paragraph 5.5.

5.2 Pension at Early Retirement

An Employee who is eligible for a Pension pursuant to Paragraph 4.2 shall be entitled, as provided in Paragraph 6.1, to receive a monthly Pension determined as follows:

- (a.) In the event such Employee retires early at his own option, he may irrevocably elect to receive either:
 - (i.) A monthly Deferred Early Retirement Pension determined in accordance with the provisions of Paragraph 5.1, but based upon his Benefit Service to the date of his Early Retirement, the payment of which shall be deferred until the first day of the month following his attainment of age sixty-two (62), or
 - (ii.) An immediate monthly Pension determined in accordance with the provisions of Paragraph 5.1, but based upon his Benefit Service to the date of his Early Retirement, such Pension to be reduced by four-tenths (four/tenths) of one percent (1%) for each complete calendar month by which the

date of such Employee's Early Retirement precedes the first day of the month following his attainment of age sixty-two (62), or

(iii.)

(A.) For Employees who are age fifty-five (55) or older with thirty (30) years or more of Benefit Service retiring on or after the Effective Date, a monthly benefit payable until he attains age sixty-two (62) or, if earlier, until he becomes eligible for an old age insurance or disability benefit under the Federal Social Security Act, to be determined from the following table and based on the Employee's age and Benefit Service (taken to completed twelfths) at the time of his Early Retirement:

**EARLY RETIREMENT CHART
TEXARKANA HOURLY**

EFFECTIVE APRIL 11, 2005

Effective 3/01/2007

multiplier

\$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50 \$55.50

AGE	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
55	\$2,005	\$2,070	\$2,134	\$2,199	\$2,263	\$2,328	\$2,392	\$2,457	\$2,521	\$2,586					
56	\$2,015	\$2,080	\$2,144	\$2,209	\$2,273	\$2,338	\$2,402	\$2,467	\$2,531	\$2,596	\$2,660				
57	\$2,025	\$2,090	\$2,154	\$2,219	\$2,283	\$2,348	\$2,412	\$2,477	\$2,541	\$2,606	\$2,670	\$2,735			
58	\$2,035	\$2,100	\$2,164	\$2,229	\$2,293	\$2,358	\$2,422	\$2,487	\$2,551	\$2,616	\$2,680	\$2,745	\$2,809		
59	\$2,045	\$2,110	\$2,174	\$2,239	\$2,303	\$2,368	\$2,432	\$2,497	\$2,561	\$2,626	\$2,690	\$2,755	\$2,819	\$2,884	
60	\$2,055	\$2,120	\$2,184	\$2,249	\$2,313	\$2,378	\$2,442	\$2,507	\$2,571	\$2,636	\$2,700	\$2,765	\$2,829	\$2,894	\$2,958
61	\$2,065	\$2,130	\$2,194	\$2,259	\$2,323	\$2,388	\$2,452	\$2,517	\$2,581	\$2,646	\$2,710	\$2,775	\$2,839	\$2,904	\$2,968
62	\$2,075	\$2,140	\$2,204	\$2,269	\$2,333	\$2,398	\$2,462	\$2,527	\$2,591	\$2,656	\$2,720	\$2,785	\$2,849	\$2,914	\$2,978
63	\$2,085	\$2,150	\$2,214	\$2,279	\$2,343	\$2,408	\$2,472	\$2,537	\$2,601	\$2,666	\$2,730	\$2,795	\$2,859	\$2,924	\$2,988

Effective 3/01/2008

multiplier

\$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50 \$56.50

AGE	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
55	\$2,035	\$2,101	\$2,166	\$2,232	\$2,297	\$2,363	\$2,428	\$2,494	\$2,559	\$2,625					
56	\$2,045	\$2,111	\$2,176	\$2,242	\$2,307	\$2,373	\$2,438	\$2,504	\$2,569	\$2,635	\$2,700				
57	\$2,055	\$2,121	\$2,186	\$2,252	\$2,317	\$2,383	\$2,448	\$2,514	\$2,579	\$2,645	\$2,710	\$2,776			
58	\$2,065	\$2,131	\$2,196	\$2,262	\$2,327	\$2,393	\$2,458	\$2,524	\$2,589	\$2,655	\$2,720	\$2,786	\$2,851		
59	\$2,075	\$2,141	\$2,206	\$2,272	\$2,337	\$2,403	\$2,468	\$2,534	\$2,599	\$2,665	\$2,730	\$2,796	\$2,861	\$2,927	
60	\$2,085	\$2,151	\$2,216	\$2,282	\$2,347	\$2,413	\$2,478	\$2,544	\$2,609	\$2,675	\$2,740	\$2,806	\$2,871	\$2,937	\$3,002
61	\$2,095	\$2,161	\$2,226	\$2,292	\$2,357	\$2,423	\$2,488	\$2,554	\$2,619	\$2,685	\$2,750	\$2,816	\$2,881	\$2,947	\$3,012
62	\$2,105	\$2,171	\$2,236	\$2,302	\$2,367	\$2,433	\$2,498	\$2,564	\$2,629	\$2,695	\$2,760	\$2,826	\$2,891	\$2,957	\$3,022
63	\$2,115	\$2,181	\$2,246	\$2,312	\$2,377	\$2,443	\$2,508	\$2,574	\$2,639	\$2,705	\$2,770	\$2,836	\$2,901	\$2,967	\$3,032

Effective 3/01/2008

multiplier

\$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50 \$57.50

AGE

	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
55	\$2,065	\$2,132	\$2,198	\$2,265	\$2,331	\$2,398	\$2,464	\$2,531	\$2,597	\$2,664					
56	\$2,075	\$2,142	\$2,208	\$2,275	\$2,341	\$2,408	\$2,474	\$2,541	\$2,607	\$2,674	\$2,740				
57	\$2,085	\$2,152	\$2,218	\$2,285	\$2,351	\$2,418	\$2,484	\$2,551	\$2,617	\$2,684	\$2,750	\$2,817			
58	\$2,095	\$2,162	\$2,228	\$2,295	\$2,361	\$2,428	\$2,494	\$2,561	\$2,627	\$2,694	\$2,760	\$2,827	\$2,893		
59	\$2,105	\$2,172	\$2,238	\$2,305	\$2,371	\$2,438	\$2,504	\$2,571	\$2,637	\$2,704	\$2,770	\$2,837	\$2,903	\$2,970	
60	\$2,115	\$2,182	\$2,248	\$2,315	\$2,381	\$2,448	\$2,514	\$2,581	\$2,647	\$2,714	\$2,780	\$2,847	\$2,913	\$2,980	\$3,048
61	\$2,125	\$2,192	\$2,258	\$2,325	\$2,391	\$2,458	\$2,524	\$2,591	\$2,657	\$2,724	\$2,790	\$2,857	\$2,923	\$2,990	\$3,058
62	\$2,135	\$2,202	\$2,268	\$2,335	\$2,401	\$2,468	\$2,534	\$2,601	\$2,667	\$2,734	\$2,800	\$2,867	\$2,933	\$3,000	\$3,068
63	\$2,145	\$2,212	\$2,278	\$2,345	\$2,411	\$2,478	\$2,544	\$2,611	\$2,677	\$2,744	\$2,810	\$2,877	\$2,943	\$3,010	\$3,078

SUPPLEMENT WILL CONTINUE UNTIL EMPLOYEE BECOMES ELIGIBLE FOR 80% SOCIAL SECURITY (THREE YEARS PRIOR TO ATTAINMENT OF FULL SOCIAL SECURITY RETIREMENT AGE).

If the Pensioner is entitled to receive a benefit paid pursuant to the above table and has earnings after retirement in excess of the following amount in any calendar year:

Earnings Limitation **\$13,500.00***

(*This limitation will change based on Title II of the Social Security Act.)

a penalty equal to double the amount by which such earnings exceeded the Earnings Limitation in force for such year shall be charged against each succeeding monthly benefit paid pursuant to such table which the Pensioner would otherwise be entitled to receive which is in excess of the continuing benefit provided in Paragraph 5.2(a)(iii)(A.) until the full amount of such penalty is satisfied; provided, therefore, that the monthly Pension payable to such Pensioner will not be reduced below the monthly amount in effect under Paragraph 5.1 on the date of his retirement + multiplied by the number of years of Benefit Service (taken to completed twelfths) on such date.

(B.) When an Employee eligible for a Pension under this Paragraph 5.2(a)(iii.) attains age sixty-two (62), or, if earlier, when he becomes eligible for an old age insurance benefit or disability benefit under the Federal Social Security Act, the monthly amount of the Pension thereafter payable to him shall be the monthly amount of Pension in effect under Paragraph 5.1, based on the Employee's age and Benefit Service on the date of his retirement, or

(iv.) For Employees having thirty (30) years or more of Benefit Service, an unreduced monthly Pension determined in accordance with the provisions of Paragraph 5.1 but based upon his Benefit Service to the date of his early retirement.

- (b.) An Employee who is discharged for cause, after having completed the eligibility requirements for an Early Retirement Pension shall be entitled only to the benefits provided in Paragraph 5.2 (a.) (i.), 5.2 (a.) (ii.), 5.2 (a.) (iv.), or 5.4.

The Pensions provided in this Paragraph 5.2 shall be reduced by the total amount of other benefits available to the Pensioner under Paragraph 5.5.

5.3 Disability Pension

An Employee who is eligible for a Pension pursuant to Paragraph 4.3 shall be entitled, as provided in Paragraph 6.1, to receive a monthly Pension equal to the monthly amount of Pension in effect under Paragraph 5.1 at the time he retires on Disability Pension multiplied by the number of years of his Benefit Service (taken to completed twelfths) ending with the date he first became entitled to the payment of his Disability Pension.

The Pensions provided in this Paragraph 5.3 shall be reduced by the benefits available to the Pensioner under Paragraph 5.5.

5.4 Deferred Vested Pension

The monthly amount of Deferred Vested Pension for an Employee eligible therefor under Paragraph 4.4 shall be determined as follows:

- (a.) If an Employee elects in writing to receive his Deferred Vested Pension after he has attained Normal Retirement Age, he shall receive a monthly pension determined in accordance with the provisions of Paragraph 5.1 as in effect at the time of termination of his employment, but based only upon the years of Benefit Service (taken to completed twelfths) ending with the date of his termination of employment and reduced by the total amount of the benefits, pensions, and payments available to him to the extent provided in Paragraph 5.5, if, and to the extent, the same arises out of his employment by the Company.
- (b.) If an Employee elects in writing to receive his Deferred Vested Pension after he has attained age fifty-five (55), but prior to his Normal Retirement Age, he shall receive a monthly Pension, actuarially reduced in accordance with reasonable actuarial assumptions, which is an actuarial equivalent to the benefit

described in 5.4 (a.) above, provided the former Employee had at least ten (10) years of continuous service to the date of his termination of employment.

5.5 Deductions for Other Benefits

The reduction to be made in determining the amount of each monthly Pensioner for any Pensioner in accordance with the preceding Paragraphs of this Article 5 shall be the total amount of the following benefits available for such month to the Pensioner, even though not actually received by him in such month because of any act or failure to act on his part:

- (a.) The full amount of any other pension or annuity or other benefit payable upon retirement under any other Retirement Plan of the Company to which the Pensioner is or upon application would be entitled, provided that if such Pensioner shall have contributed to the source or fund from which any such annuity, benefit, pension, or payment shall be paid or become payable, the amount of such deduction shall not include that part of such payment attributable to contributions which such Pensioner shall have made to such source or fund.
- (b.) Any pension or payment of a similar kind under any present or future state or federal law (other than the Federal Social Security Act); provided, however, that if such Pensioner shall have contributed directly or indirectly to the source or fund out of which such payments shall be payable, the amount of such reduction shall not include that part of such payment attributable to contributions which such Pensioner shall have made to such source or fund and provided further, that no reduction shall be made on account of a pension granted for or on account of military service.
- (c.) Any discharge, dismissal, severance allowance or payment of a similar kind to which a Pensioner shall become entitled by reason of any plan of the Company, or in respect to which the Company shall have directly or indirectly contributed, or by reason of any local, state or federal law (but not including any unemployment compensation insurance law), shall be deducted; provided, however, if such Pensioner shall have contributed directly or indirectly to the source or fund out of which such payment shall be paid or become payable then the amount of such deduction shall be decreased by the amount of that part of such allowance or payment which such Pensioner shall have made to such source or fund.

- 5.6 In determining the amount of any such pension or payment in the nature of a pension, provided by the Company, the amount available to the Pensioner shall be determined without reference to any optional methods of payment thereof which may have been selected by such Pensioner.
- 5.7 Payment to Surviving Spouse
- (a.) Amount of Payment. Upon the death on or after the Effective Date of a Pensioner [except a Deferred Vested Pensioner who terminates employment prior to his attainment of age sixty (60) who is receiving a monthly Pension under Article 4], a payment in the amount of four thousand five hundred dollars (\$4,500.00) shall be paid to such Pensioner's surviving Spouse or estate. Such payment is in addition to any other payments or benefits provided for under the Plan.
- (b.) Eligibility of Spouse. For a Spouse to be eligible for the four thousand five hundred dollars (\$4,500.00) payment provided for under this Paragraph 5.7, the Spouse shall have been married to the Pensioner for at least one (1) year immediately prior to the Pensioner's death.
- (c.) Proof of Death. The payment to the surviving Spouse shall be payable within thirty-one (31) days after proof of the Pensioner's death is received by the Company.
- 5.8 Pension Upon Plant Closure
An Employee who is eligible for a Pension pursuant to Paragraph 4.5 shall be entitled as provided in Paragraph 6.1 to receive a monthly Pension. Such monthly Pension shall be determined by multiplying the years of Benefit Service (taken to completed twelfths) ending with the date of his termination of employment by a Pension Amount of \$16.50.
- 5.9 Suspension of Benefits
- (a.) If a Pensioner is re-employed by a Controlled Group Member and is receiving compensation for work currently being performed, pension payments to him, if any, shall be suspended for any month on the first day of which he is an Employee and during which he completes at least forty (40) Hours of Service, provided that no pension payment shall be suspended pursuant to this Subsection (a.) unless he has been given such notice of such suspension as may be required by applicable law. Upon his subsequent severance from service date he shall be entitled to a pension by reason of his subsequent retirement or other termination of employment based on the Plan in effect at such time.

5.10 Provision pursuant to Section 415(b) of the Code

- (a.) Notwithstanding any other provision of the Non-Contributory Retirement Plan to the contrary, the maximum annual benefit payable under the Plan with respect to an Employee at any time within a Plan Year (which shall be the limitation year) when expressed as an annual benefit in the form of a straight life annuity (with no ancillary benefits) shall be equal to the lesser of 1) the dollar limitation in effect for such year under section 415 (b) (1) (A) of the Code or 2) one hundred percent (100%) of the Employee's average compensation paid or made available to him by the Controlled Group for the three (3) consecutive calendar years of service during which he participated in the Non-Contributory Retirement Plan and had the greatest aggregate compensation; provided, however,
- (i.) that if the benefit under the Non-Contributory Retirement Plan is payable in any form other than a straight life annuity, the determination as to whether the limitation described in Sub-section (a) of this section 5.10 has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury by adjusting such benefit so that it is equivalent to a straight life annuity;
- (ii.) If the annual benefit of the Employee commences before the Employee's social security retirement age, but on or after 62, the defined benefit dollar limitation as reduced above, if necessary, shall be determined as follows:
- (1) If an Employee's social security retirement age is 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the defined benefit dollar limitation by 5/9ths of one percent for each month by which benefits commence before the month in which the Employee attains age 65.
- (2) If an Employee's social security retirement age is greater than 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the defined benefit dollar limitation by 5/9ths of one percent for each of the first 36 months and 5/12ths of one percent for each of the additional months (up to 24 months) by which benefits commence before the month of the Employee's social security retirement age.
- (iii.) If the benefit under the Non-Contributory Retirement Plan begins after the Social Security retirement age, for purposes

of determining whether the limitation set forth in paragraph (i) of this Subsection (a) has been satisfied, such limitation shall be adjusted, in accordance with regulations prescribed by the Secretary of the Treasury, so that such limitation is equivalent to an annual benefit beginning when such benefit under the plan begins which is equivalent to an annual benefit equal to the limitation set forth in such Paragraph (i) beginning at the Social Security retirement age.

- (iv.) For purposes of adjusting any benefit or limitation under Sub-paragraphs (i) or (ii) above, the interest rate assumption shall not be less than the greater of 5% or the rate specified in Exhibit B hereto, and for purposes of adjusting any benefit or limitation under Sub-paragraph (iii) above, the interest rate assumption shall not be greater than the lesser of 5% or the rate specified in Exhibit B hereto.
- (b.) Notwithstanding the foregoing provisions of this Section, the maximum annual benefit specified in Sub-section (a) of this Section shall not apply to a particular plan benefit if 1) the annual amount of such plan benefit, together with the aggregate annual amount of any other pensions payable with respect to such Employee under all other defined benefit plans maintained by the Controlled Group, does not exceed ten thousand dollars (\$10,000) for the Plan Year or any prior Plan Year and 2) the Employee was not at any time participating in a defined contribution plan maintained by the Controlled Group.
- (c.) Notwithstanding the foregoing provisions of this Section, in the case of an Employee who has less than ten (10) years of participation in the Non-Contributory Retirement Plan, the limitation set forth in Paragraph (i) of Subsection (a) of this Section shall be the limitation determined under such Paragraph (without regard to this Subsection), multiplied by a fraction, the numerator of which is the number of years (or parts thereof) of the Employee's participation in the Non-Contributory Retirement Plan and the denominator of which is ten, and in the case of an Employee who has less than 10 years of Credited Service, the limitations set forth in Paragraph (ii) of Subsection (a) and Subsection (b) of this Section and in Section 5.11 shall be such limitations (determined without regard to this Subsection) multiplied by a fraction, the numerator of which is the number of years (or parts thereof) of Credited Service which the Employee has with the Controlled Group and the denominator of which is 10. Notwithstanding the foregoing provisions of this Subsection, in no event shall the limitations in Subsections (a) and (b) of this

Section 5.10 be reduced to an amount less than 1/10th of such limitations (determined without regard to this Subsection). To the extent provided in regulations prescribed by the Secretary of the Treasury, this Subsection shall be applied separately with respect to each change in the benefit structure of the Non-Contributory Retirement Plan.

- (d.) Notwithstanding anything in this Section to the contrary, if the annual benefit of a Participant who has terminated employment with the Controlled Group is limited pursuant to the limitations set forth in Subparagraphs (1) or (2) of Paragraph (a) of this Section, such annual benefit shall be increased in accordance with the cost-of-living adjustment of Section 415(d) of the Code.
- (e.) For purposes of applying the limitations set forth in this Section 5.10, the term "compensation" shall include those items specified in Treasury Regulations section 1.415-2 (d) (2) and shall exclude those items specified in Treasury Regulation section 1.415-2(d)(3)

5.11 Provision pursuant to Section 415(e) of the Code

- (a) Except as otherwise provided in section 415 (e) of the Code, in any case in which an individual participates in both a defined benefit plan and a defined contribution plan maintained by the Controlled Group, the sum of the defined benefit plan fraction and the defined contribution plan fraction shall not exceed one (1). For purposes of the preceding sentence,
 - (1) the defined benefit plan fraction for any calendar year is a fraction (A) the numerator of which is the projected annual benefit of the Employee under the plan (determined as of the close of the calendar year), and (B) the denominator of which is the lesser of (i) the product of 1.25, multiplied by the dollar limitation in effect under section 415 (b) (1) (A) of the Code for such year or (ii) the product of 1.4, multiplied by the amount which may be taken into account under section 415 (b) (1) (B) of the Code with respect to such Employee under the plan for such year; and
 - (2) the defined contribution plan fraction for any calendar year is a fraction (A) the numerator of which is the sum of the annual additions to the Employee's account as of the close of the year and for all prior calendar years, and (B) the denominator of which is the sum of the lesser of the following amounts determined for such calendar year and for each prior calendar year of service with the Controlled Group (regardless of whether a plan was in existence during such year): (i) the product of 1.25, multiplied by the dollar

limitation in effect under section 415 (c)(1) (A) of the Code for such year, or (ii) the product of 1.4, multiplied by the amount which may be taken into account under section 415 (c)(1) (B) of the Code with respect to such Employee under such plan for such year.

- (3) Except as may otherwise be provided in any defined contribution plan which is material to the limitations stated in this Section, such reductions shall be made in benefits hereunder with respect to an Employee in this Plan as is necessary to comply with the limitations of this Section.

5.12 Top Heavy Plan Requirements

- (a) For the purposes of this Section, the following terms, when used with initial capital letter, shall have the following respective meanings:
- (i) **Aggregation Group:** Permissive Aggregation Group or Required Aggregation Group, as the context shall require.
 - (ii) **Annual Retirement Benefit:** A benefit payable annually in the form of a single life annuity (with no ancillary benefits) beginning at Normal Retirement Date under the Plan.
 - (iii) **Compensation:** Except as specifically provided elsewhere in this Article, effective January 1, 1989, "Compensation" includes all remuneration from the Company, subject to the limitation in effect for the Plan Year under section 401 (a) (17) of the Code.
 - (iv) **Defined Benefit Plan:** A qualified plan as defined in section 414 (j) of the Code.
 - (v) **Defined Contribution Plan:** A qualified plan as defined in section 414 (i) of the Code.
 - (vi) **Determination Date:** For any Plan Year, the last day of the immediately preceding Plan Year.
 - (vii) **Employer or Employers:** The Controlled Group.
 - (viii) **Extra Top-Heavy Group:** An Aggregation Group if, as of a Determination Date, the aggregate present value of accrued benefits for Key Employees in all plans in the Aggregation Group (whether Defined Benefit Plans or Defined Contribution Plans) is more than ninety percent (90%) of

the aggregate present value of all accrued benefits for all employees in such plans.

- (ix) **Extra Top-Heavy Plan:** See Subsection (c) of this Section.
- (x) **Former Key Employee:** A Non-Key Employee with respect to a Plan Year who was a Key Employee in a prior Plan Year. Such term shall also include his/her beneficiary in the event of his/her death.
- (xi) **Key Employee:** An Employee or former Employee who, at any time during the current Plan Year or any of the four preceding Plan Years, is (i) an officer of an Employer (as the term "officer" is limited in section 416 (i) (1) (A) of the Code) having an annual Compensation, effective January 1, 1987, greater than 50 percent of the amount in effect under section 415 (b) (1) (A) of the Code for any such Plan Year, (ii) one (1) of the ten (10) Employees having annual Compensation from the Employer of more than the limitation in effect under section 415 (c) (1) (A) of the Code and owning (or considered as owning within the meaning of section 318 of the Code) the largest interests in an Employer, (iii) a five percent (5%) owner (as such term is defined in section 416 (i) (1) (B) (i) of the Code), or (iv) a one percent (1%) owner (as such term is defined in section 416 (i) (1) (B) (ii) of the Code) having an annual Compensation of more than \$150,000. For purposes of paragraph (ii) of this paragraph (k), if two (2) Employees have the same interest in an Employer, the Employee having greater annual Compensation from the Employer shall be treated as having a larger interest. The term "Key Employee" shall also include such Employee's beneficiary in the event of his/her death.

Effective for Plan Years commencing after December 31, 198 for purposes of this paragraph, "Compensation" has the meaning given such term by section 414(q)(7) of the Code.

- (xii) **Non-Key Employee:** An Employee or former Employee who is not a Key Employee. Such term shall also include his/her beneficiary in the event of his/her death.
- (xiii) **Permissive Aggregation Group:** The group of qualified Plans of the Employer consisting of:
 - (1) the Plans in the Required Aggregation Group; plus

- (2) one (1) or more Plans designated from time to time by the Retirement Committee that are not part of the Required Aggregation Group but that satisfy the requirements of sections 401 (a) (4) and 410 of the Code when considered with the Required Aggregation Group.
- (xiv) Required Aggregation Group: The group of qualified Plans of the Employer consisting of,
- (1) each plan in which a Key Employee participates; plus Employee participates to meet the requirements of section 401 (a) (4) or 410 of the Code.
- (xv) Top-Heavy Accrued Benefit: A Participant's (including a Participant who has received a total distribution from this Plan) or a beneficiary's accrued benefit under the Plan as of the valuation date coinciding or immediately preceding the Determination Date, provided, however, that (i) such accrued benefit shall include the aggregate distributions made to such Participant or Beneficiary during the five (5) consecutive Plan Years ending with the Plan Year that includes the Determination Date (including distributions under a terminated Plan which if it had not been terminated would have been included in a Required Aggregation Group) and (ii) with respect to any Plan Year beginning after December 31, 1984, if an Employee or former Employee has not performed services for any Employer maintaining the Plan (other than benefits under the Plan) at any time during the five (5)-year period ending on the Determination Date, any accrued benefit for such Employee or former Employee (and/or the accrued benefit of his/her Beneficiary) shall not be taken into account, effective for Plan Years commencing after December 31, 1986.
- (xvi) Top-Heavy Group: An Aggregation Group if, as of a Determination Date the aggregate present value of accrued benefits for Key Employees in all Plans in the Aggregation Group (whether Defined Benefit Plans or Defined Contribution Plans) is more than sixty percent (60%) of the aggregate present value of accrued benefits for all employees in such Plans.
- (xvii) Top-Heavy Plan: See Subsection (b) of this Section.

(b) Determination of Top-Heavy Status

- (i) Except as provided by paragraphs (ii) and (iii) of this Subsection (b)., the Plan shall be a Top-Heavy Plan if, as of a Determination Date:
- (1) the aggregate present value of Top-Heavy Accrued Benefits for Key Employees is more than sixty percent (60%) of the aggregate present value of Top-Heavy Accrued Benefits of all Employees, excluding for this purpose the aggregate Top-Heavy Accrued Benefits of Former Key Employees; or
 - (2) the Plan is included in a Required Aggregation Group which is a Top-Heavy Group.
- (ii) If the Plan is included in a Permissive Aggregation Group which is not a Top-Heavy Group, the Plan shall not be a Top-Heavy Plan notwithstanding the fact that the Plan would otherwise be a Top-Heavy Plan under paragraph (i) of this Subsection (b).

If the Plan is included in a Required Aggregation Group which is not a Top-Heavy Group, the Plan shall not be a Top-Heavy Plan notwithstanding the fact that the Plan would otherwise be a Top-Heavy Plan under paragraph (i) of this Subsection (b).

- (iii) Effective for Plan Years commencing after December 31, 1986, the accrued benefit of a Non-Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all Plans maintained by the Controlled Group, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rule of Section 411 (b) (1) (C) of the Code.
- (c) Determination of Extra Top-Heavy Status**
- (i) Except as provided by paragraphs (ii) and (iii) of this Subsection (c)., the Plan shall be an Extra Top-Heavy Plan, if, as of the Determination Date:
- (1) the aggregate present value of Top-Heavy Accrued Benefits for Key Employees is more than ninety percent (90%) of the aggregate present value of all Top-Heavy

Accrued Benefits of all Employees, excluding for this purpose the aggregate present value Top-Heavy Accrued Benefits of Former Key Employees; or

- (2) the Plan is included in a Required Aggregation Group which is an Extra Top-Heavy Group.
 - (ii) If the Plan is included in a Permissive Aggregation Group which is not an Extra Top-Heavy Group, the Plan shall not be an Extra Top-Heavy Plan notwithstanding the fact that the Plan would otherwise be an Extra Top-Heavy Plan under paragraph (a) of this Section.
 - (iii) If the Plan is included in a Required Aggregation Group which is not an Extra Top-Heavy Group, the Plan shall not be an Extra Top-Heavy Plan notwithstanding the fact that the Plan would otherwise be an Extra Top-Heavy Plan under paragraph (i) of this Subsection (c).
- (d) Top-Heavy Plan Requirements

Notwithstanding any other provisions of the Plan to the contrary, if the Plan is a Top-Heavy Plan for any Plan Year beginning on or after January 1, 1984, the Plan shall then satisfy the following requirements for such Plan Year:

- (i) The minimum vesting requirement as set forth in Subsection (e) of this Section.
 - (ii) The minimum benefit requirement as set forth in Subsection (f) of this Section.
 - (iii) The adjustment to maximum benefits and allocations as set forth in Subsection (g) of this Section.
- (e) Minimum Vesting Requirement

For the purposes of this Article only, an Employee, who has completed two (2) or more years of Continuous Credited Service and who has been credited with an Hour of Service after the Plan becomes a Top-Heavy Plan, shall have a nonforfeitable right to a percentage of his her accrued benefit derived from Employer contributions determined under the following table:

<u>Years of Service</u>	<u>Nonforfeitable Percentage</u>
2	20
3	40
4	60
5	80
6 or more	100

The vesting schedule described in the immediately preceding sentence (the "Top-Heavy Schedule") shall cease to be applicable when the Plan ceases to be a Top-Heavy Plan, provided that

- (i) the Employer contributions that become nonforfeitable pursuant thereto before the Plan ceases to be a Top-Heavy Plan shall remain nonforfeitable, and
 - (ii) effective January 1, 1989, each Participant having at least three (3) years of Continuous Credited Service shall have the right to elect (within the election period hereinafter described) to continue to have his nonforfeitable percentage computed under the Top-Heavy Schedule. The election period shall begin on the date the Top-Heavy schedule becomes inapplicable and shall end no earlier than the later of
 - (1) the day which is sixty (60) days after the day the Top-Heavy Schedule becomes inapplicable, and
 - (2) the date which is sixty (60) days after the Participant is issued written notice of the cessation by the Company or Plan administrator.
- (f) **Minimum Benefit Requirement**
- (i) Except as otherwise provided in Section 5.12, paragraphs (g) and (h), if the Plan is a Top-Heavy Plan for any Plan Year, the accrued benefit derived from Employer contributions of each Participant who is a Non-Key Employee, when expressed as an Annual Retirement Benefit, shall be not less than the lesser of:
 - (1) two percent (2%) of the Participant's average Compensation for years in the testing period times years of Continuous Credited Service with the Company; or
 - (2) twenty percent (20%) of the Participant's average

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Compensation for years in the testing period.

- (ii) For purposes of this Subsection, years of Continuous Credited Service completed in a Plan Year beginning before January 1, 1984, and years of Continuous Credited Service during which a Plan Year ended for which the Plan was not a Top-Heavy Plan shall not be taken into account. The testing period under the subsection shall be the period of consecutive Plan Years [not exceeding five (5)] during which the Participant had the greatest aggregate Compensation from the Employer, provided that years shall not be included
- (1) which are not included in years of Continuous Credited Service;
 - (2) which end in a Plan Year beginning before January 1, 1984; and
 - (3) which begin after the close of the last Plan Year in which the Plan was a Top-Heavy Plan or an Extra Top-Heavy Plan.

(g) Adjustment to Maximum Benefits and Allocations

If the Plan is a Top-Heavy Plan for any Plan Year beginning on or after January 1, 1984, and if the Employer maintains a Defined Contribution Plan which could or does provide benefits to Participants in this Plan:

- (i) If the Plan is not an Extra Top-Heavy Plan (but is a Top-Heavy Plan), "then three percent (3%)" shall be substituted for "two percent (2%)" in Subsection (f)(i)(1) and "twenty percent (20%)" in Subsection (f)(i)(2) shall be increased by one percent (1%) but not by more than ten percentage points for each year for which such Plan was taken into account under this Subsection.
- (ii) If the Plan is an Extra Top-Heavy Plan, then Section 5.10 of Article 5 shall be calculated by substituting "1.0" for "1.25" for each place such "1.25" figure appears, and Code section 415 (e) (6) (B) (i) (I) shall be calculated by substituting "\$41,500" for "\$51,875" for each place such "\$51,875" amount appears.

(h) **Coordination With Other Plans**

- (i) In applying this Article, an Employer and all Controlled Group members shall be treated as a single Employer, and the qualified Plans maintained by such single Employer shall be taken into account.
- (ii) In the event that another Defined Contribution Plan or Defined Benefit Plan maintained by the Employer provides contributions or benefits on behalf of Participants in this Plan, such other Plan(s) shall be taken into account in determining whether this Plan satisfied Section 5.12, paragraph (d); and, the minimum benefit required for a Non-Key Employee in this Plan under Section 5.12, paragraph (f) will be eliminated if the Company maintains another qualified Plan under which such minimums are required to be provided.

(i) **Actuarial Assumptions**

For purposes of this Article, the present value of accrued benefits shall be calculated using the actuarial assumptions which are attached to the Plan as Exhibit A.

(j) **Construction**

The term "present value of accrued benefits" as used in this Article shall in all appropriate cases include account balances of affected Employees.

ARTICLE 6

METHOD OF PROVIDING PAYMENT

6.1 **Normal Form of Benefits**

Subject to Section 6.3, the normal form of benefit provided under this Plan shall be as follows:

- (a.) **Pension at or after Normal Retirement Date.** The monthly Pension at Normal Retirement Date to which an Employee is entitled who elects to retire on or after his Normal Retirement Date shall commence on the Effective Date of his retirement. Such Pension shall thereafter be payable each month during the life of such Employee, the last payment thereof being payable for the month in which he dies.
- (b.) **Pension at Early Retirement.** Payment of a Deferred Early Retirement Pension shall commence on the first day of the month

following the Employee's attainment of age sixty-two (62). Any other Pension at Early Retirement to which an Employee is entitled shall commence on the Effective Date of early retirement and thereafter shall be payable each month during the life of such Employee, the last payment thereof being payable for the month in which the Employee dies.

- (c.) Disability Pension. The Disability Pension to which an Employee is entitled shall commence in the sixth month following the month in which he became permanently incapacitated, if an application for such Pension is made not later than five (5) months following the close of the month in which he became permanently incapacitated. In the event an application is not made within such period, such Pension shall commence in the month following that in which application is made. Subject to the right of the Company to discontinue such Pension as provided in Paragraph 4.3 hereof, such Pension shall cease with the monthly payment for the month in which such Employee's death occurs or with the monthly payment for the month in which he ceased to be permanently incapacitated if prior to attainment of age sixty-five (65) whichever first occurs.
- (d.) Deferred Vested Pension. The Deferred Vested Pension to which a former Employee is entitled shall be payable as a monthly retirement benefit commencing on the first day of the month after he a) has attained age fifty-five (55) and b) has filed an application for such Pension with the Plan Administrator; provided, however, that if no application is filed, the Pension shall commence sixty (60) days after the close of the year in which the Employee's Normal Retirement Date occurs. Such Pension shall thereafter be payable each month during the life of such Employee, the last payment thereof being payable for the month in which he/she dies.

An Employee who elects to have his Deferred Vested Pension commence before his Normal Retirement Date will receive a reduced Pension which is actuarially equivalent to the benefit he would have received at Normal Retirement Date.

- (e.) Pension Upon Plant Closure. The monthly pension to which an Employee is entitled pursuant to Section 5.8 shall commence on the Effective Date of the Employee's retirement and thereafter shall be payable each month during the life of such Employee, the last payment thereof being payable for the month in which he dies.

6.2 Five Year Certain Period

The monthly Pension payable to a Pensioner pursuant to Paragraphs 6.1(a.), 6.1(b.), 6.1 (d.) or 6.1 (e.) of this Agreement shall be payable for a term certain period of five (5) years, commencing with the month in which Pension payments begin. The monthly Pension payable to a Pensioner pursuant to Paragraph 6.1(c.) of this Agreement shall be payable for a term certain period of five (5) years, commencing with: i) for an Employee with thirty (30) or more years of Credited Service, his retirement date, or ii) for an Employee with less than thirty (30) years of Credited Service, the later of his retirement date or attainment of age fifty-five (55).

If the Pensioner should die during the above-mentioned five (5)-year period, monthly Pension payments remaining hereunder shall be made to the Pensioner's designated beneficiary, if living. If both the Pensioner and the designated beneficiary die during the above-mentioned five (5)-year period, the commuted value of the remaining monthly payments that would be necessary to complete the Five (5)-Year Certain Period shall be paid to the estate of the last to die.

The amount of the Pension subject to the provisions of this Paragraph 6.2 shall be only that portion of such Pension which is equivalent to that amount which would be payable if the Employee were eligible for any monthly benefit under the Federal Social Security Act from time to time in effect.

6.3 Qualified Joint and Survivor Annuity

Subject to the provisions of this Paragraph 6.3, if the Pensioner is legally married at the time of the commencement of his Pension, and at such time has been legally married for one (1) year or longer, the Pension payable shall be a reduced amount in the form of an immediate annuity (within the meaning of Reg. section 1.417(e)-1(b)(1)) payable to such Pensioner during his lifetime and, after his death, one-half of such reduced amount shall be payable to the Pensioner's Spouse. Such reduced Pension shall be the actuarial equivalent of the benefit otherwise payable in accordance with Paragraphs 6.1 and 6.2 ("Qualified Joint and Survivor Annuity"). Notwithstanding the foregoing provision of this Section 6.3, a Pensioner may select a Qualified Joint and Survivor Annuity with a "Pop-Up" provision which provides in the event the Pensioner's spouse dies after such benefit commenced, the benefit payable to the Pensioner thereafter shall be increased to the amount that would have been payable had there been no spouse on the date the Pensioner retired. Such reduced Pension shall be the actuarial equivalent of the benefit otherwise payable in accordance with Paragraphs 6.1 and 6.2 ("Qualified Joint and Survivor Annuity - Pop-Up").

- (a.) A Pensioner may elect to waive the Qualified Joint and Survivor Annuity and to have benefits payable to him in accordance with Sections 6.1 or 6.4 (and may rescind such election), by an instrument in writing, in the form specified or provided by the Company, signed by the Pensioner and filed with the Company at any time during the 90 day period ending on the date his benefits are to commence. No such election to waive the Qualified Joint and Survivor Annuity shall be effective without the written consent of the electing Pensioner's Spouse. Effective for Plan Years commencing on and after January 1, 1987 [or the applicable delayed collective bargaining Effective Date], an election to waive the Qualified Joint and Survivor Annuity must designate the alternative form of benefit in which the Pensioner's benefit will be paid and, if applicable, any beneficiary, other than the Spouse, which designation(s) may not be changed without the consent of the Pensioner's Spouse. The consent of the Pensioner's Spouse must acknowledge the effect of such election and be witnessed by a Plan representative or by a notary public. Any such consent shall not be required if it is established to the satisfaction of the Company that such consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. In order to satisfy the notice and information requirements with respect to such election set forth in applicable Treasury Regulations, the Company shall deliver to each Employee, no less than 30 days and no more than 90 days before the date on which his benefits are to commence, a notice containing the following information and such additional information as the Company may determine is appropriate: the terms and conditions of the Qualified Joint and Survivor Annuity, the Employee's right to make, and the effect of, an election under this Section, the rights of the Employee's Spouse under this Section, and the right to make, and the effect of, a revocation of an election under this Section.
- (b.) Notwithstanding the foregoing provisions of this Section, (A) in the event a Pensioner receiving a Qualified Joint and Survivor Annuity pursuant to this Section dies before he is married to his Spouse for a period of at least one year immediately prior to his death, then no benefit shall be payable to such Spouse, [and the difference between the reduced benefit theretofore in fact paid to the Pensioner and the benefit that would have been paid to him if he had no Spouse at the time of his annuity starting date (as determined by the Company in consultation with the Plan's actuary) shall be paid in a lump sum to his estate], and (B) if the Pensioner's Spouse dies (or their marriage is dissolved

by absolute divorce, annulment or any other event) after such benefit commenced and while the Pensioner is living but before their marriage has existed for at least one year immediately prior to such event, no benefit shall be payable with respect to such Spouse at any time, the benefit payable to the Pensioner there- after shall be increased to the amount that would have been payable to him if he had no Spouse on the date his benefits commenced [,and an appropriate additional payment shall be made to the Pensioner to reflect the difference between the reduced benefit theretofore in fact paid to such Pensioner and the benefit that would have been paid to him if he had no Spouse on the date his benefits commenced (as determined by the Company in consultation with the Plan's actuary)].

6.4 Optional Forms of Payment

An Employee retiring under the provisions of Paragraphs 4.1, 4.2, 4.3 or 4.6 may elect one (1) of the optional forms of payment described in this Paragraph. The Effective Date for the optional forms of payment shall, for an Employee retiring under the provisions of Paragraph 4.1, 4.2, or 4.6 or an Employee retiring under the provisions of Paragraph 4.3 with thirty (30) or more years of Credited Service, be the date Pension payments commence and, for an Employee retiring under the provisions of Paragraph 4.3 with less than thirty (30) years of Credited Service, be the later of the Employees retirement date or his attainment of age fifty-five (55).

Either of the following options may be elected only by a notice in writing on a form provided by the Company preceding the Employee's retirement date. Death of either the Employee or designated joint annuitant, as the case may be, prior to his retirement date shall nullify any option previously elected. Death at any time of either the Employee or his designated beneficiary or designated joint annuitant, as the case may be, after the Employee's retirement date shall not nullify any option previously elected.

- (a.) The monthly Pension payable to an Employee who elects an optional form of Pension shall be payable for a term certain period of five (5) years according to the provisions of Paragraph 6.2. Commencing with the month following the last month of such term certain period, the monthly amount of the Pension shall be actuarially reduced and such Pension shall be subject to the appropriate provisions of the options, which are, with respect to:
 - (i.) Joint Annuitant Option. Such election will provide for an actuarially reduced Pension payable [after the end of the Five (5)-Year Certain Period described in Paragraph 6.2]

to the Pensioner during his life and a continuing Pension payable after the later of the end of such five (5)-year period and the death of the Pensioner] during the life of the designated joint annuitant, in a monthly amount equal to either one hundred percent (100%) or fifty percent (50%) (as specified on the notice of election) of such actuarially reduced Pension. However, if the joint annuitant designated by the Employee is other than the Employee's Spouse and if the value of the Employee's benefit under the Joint Annuitant Option provided in this Paragraph is less than fifty-one percent (51%) of the value of the payments he would have received as a normal form of benefit under Paragraph 6.1, the Joint Annuitant Option shall be adjusted so that the Employee's benefit under the Joint Annuitant Option will be equal to fifty-one percent (51%) of the value of the payments he would have received under Paragraph 6.1. An Employee having elected this option may, prior to the date the option coverage is in effect, revoke his election only by submitting evidence satisfactory to the Company of the joint annuitant's good health.

- (ii.) Years Certain and Life Option. Such an election will provide for an actuarially reduced Pension payable [at the end of the five (5)-year period described in Paragraph 6.2] to the Pensioner during his life, and continuation of such Pension payable (after the later of the end of the period described in Paragraph 6.2 and the death of the Pensioner) to the designated beneficiary, provided, however, that the period of payment beginning with and immediately following the month that the actuarially reduced Pension became payable (prior to, during, and after the month of death of the Pensioner), shall be limited to the elected five (5), ten (10), or fifteen (15) year extended Term Certain Period. If, after the second to die of the Pensioner and his designated beneficiary, there then remain any monthly payments that would be necessary to complete the elected five (5), ten (10), or fifteen (15) year extended Term Certain Period, the commuted value of such remaining monthly payments will be paid to the estate of the last to die. An Employee having elected this option may, prior to the date the option coverage is in effect, revoke this option by submitting written notice of such revocation to the Company.
- (b.) The amount of the Pension subject to the provisions of this Paragraph 6.4 shall be only that portion of such Pension which is equivalent to that amount which would be payable if the

Employee were eligible for any monthly benefit under the Federal Social Security Act from time to time in effect.

- (c.) The Pension payable to a Pensioner under 6.4(a.)(i.) or 6.4 (a.) (ii.) of this Paragraph (but not to a joint annuitant or a designated beneficiary) shall be subject to the provisions of Paragraph 5.5.
- (d.) An optional form of Pension having been elected in accordance with the provisions of this Paragraph 6.4 shall become effective in accordance therewith and the actuarially reduced amount of monthly Pension shall be determined by the appropriate Pension equivalent factor in the Table of Pension Equivalent Factors which is attached hereto and made a part hereof by reference.
- (e.) Either of the above Optional Forms of Pension may be elected only by written notice filed with the Company prior to retirement date. Such notice shall state the retirement date as determined in accordance with the terms and conditions of the Non-Contributory Retirement Plan, and
 - (i.) if Joint Annuitant Option is elected, shall name the joint annuitant and shall state the percentage, either one hundred percent (100%) or fifty percent (50%), of the reduced annuity to be continued to the joint annuitant,
 - (ii.) if Years Certain and Life Option is elected, shall name the beneficiary and shall state and extended Period Certain, either five (5), ten (10), or fifteen (15) years.

6.5 Automatic Pre-Retirement Survivor Benefit

- (a.) In lieu of any pension otherwise payable under the Non-Contributory Retirement Plan, an Automatic Pre-Retirement Survivor Benefit shall be provided to the Spouse of an Employee (including for the purposes of this Section only, a former Employee),
 - (i) who had at least one (1) Hour of Service or of paid leave after August 22, 1984, and had a vested interest hereunder, and
 - (ii) who dies before the date on which he is first entitled to receive an amount as an annuity hereunder.
- (b.) In the case of an Employee who dies with ten (10) or more years of Credited Service after having attained age fifty-five (55), or with thirty (30) or more years of Credited Service at any age, the

amount of the monthly payment to the surviving Spouse shall be equal to the amount of the monthly retirement benefit the Spouse would have received under the Qualified Joint and Survivor Annuity provided for in Section 6.3 if the Employee had retired on the day before his death with an immediate Qualified Joint and Survivor Annuity payable as described in Section 6.3.

- (c.) In the case of an Employee who dies at a time with Credited Service other than described in Subsection (b.) of this Section, the amount of the monthly payment to the surviving Spouse shall be equal to the amount of the monthly retirement benefit the Spouse would have received under the Qualified Joint and Survivor Annuity provided for in Section 6.3 if the Employee had (i) terminated his employment with the Controlled Group on the date of his death (in the case only if an Employee who dies while employed), (ii) survived to his earliest retirement age, (iii) begun receiving his Pension in the form of a Qualified Joint and Survivor Annuity at his earliest retirement age, and (iv) died on the day after his earliest retirement age.
- (d.) The Automatic Pre-Retirement Survivor Benefit shall commence to be paid to the Employee's Spouse as of the first day of the month after the Employee would have attained age 65 had he not died, or, if the Spouse requests earlier commencement thereof, as of the first day of any month after the later of the Employee's death or the date on which the Employee would have attained his earliest retirement age. If the Automatic Pre-Retirement Survivor Annuity commences later than the earliest date on which the Spouse would have been eligible to commence receiving the benefit pursuant to this Section, reasonable actuarial adjustments shall be made in the amount of the benefit to take into account such later commencement. Notwithstanding the requirements of this Subsection, payment of the Automatic Pre-Retirement Survivor Benefit shall commence only if the surviving Spouse is living on the date elected for payments to commence and is otherwise eligible to receive such payments under this Section. Payments shall continue during the surviving Spouse's lifetime, the last monthly payment being payable as of the first day of the month in which the surviving Spouse dies.
- (e.) For the purposes of this Section 6.5, "earliest retirement age" shall mean the earliest age on which an Employee would have been eligible to commence receiving benefits under the Non-Contributory Retirement Plan if he had not died, based on his years of Continuous Service Credit at the time of his death or termination of employment with the Controlled Group.

6.6 Commencement and Duration of Pensions

- (a.) Notwithstanding any other provision of the Non-Contributory Retirement Plan, the entire interest of each Employee under the Plan
- (i.) either will be distributed to him/her not later than April 1 of the calendar year following the calendar year in which he/she attains age seventy and one-half (70-1/2) or, in the case of an Employee other than an Employee who is a five percent (5%) owner [as such term is defined in Code Section 416(i)(B)(i)] with respect to the Plan Year ending in the calendar year in which he/she attains age seventy and one-half (70-1/2), in which his/her employment with the Controlled whichever is the later, or
 - (ii.) will be distributed, commencing not later than the time specified in Subparagraph (i) of this Paragraph, in accordance with regulations prescribed by the Secretary of the Treasury, over the life of such Employee or over the lives of such Employee and his/her beneficiary, or in accordance with such regulations, over a period not extending his/her beneficiary.
- (b.) If distribution of an Employee's interest under the Plan has begun in accordance with Subparagraph (i) of Paragraph (a) of this Section and such Employee dies before his/her entire interest has been distributed to him/her, the remaining portion of such interest shall be distributed to his/her beneficiary at least as rapidly as under the method of distribution being used under Subparagraph (ii) of Paragraph (a) as of the date of his/her death.
- (c.) If an Employee dies before the distribution of his/her interest under the Plan has begun in accordance with Subparagraph (ii.) of Paragraph (a) of this Section, the entire interest of the Employee shall be distributed to his/her beneficiary within five (5) years after such Employee's death; provided, however, that such five (5)-year rule shall not be applicable to any portion of the Employee's interest under the Plan which is payable to any individual designated by the Employee as his/her beneficiary if
- (i.) such portion will be distributed (in accordance with regulations prescribed by the Secretary of the Treasury) over the life of such beneficiary (or over a period not extending beyond the life expectancy of such beneficiary), and
 - (ii.) such distributions to such beneficiary begin not later

than one (1) year after the date of the Employee's death or such later date as the Secretary of the Treasury may by regulations prescribe, or if such beneficiary is the Employee's surviving Spouse, not later than the date on which the Employee would have attained age seventy and one-half (70-1/2).

- (d.) If the Employee's surviving Spouse is his/her beneficiary and such Spouse dies before the distributions to such Spouse begin, Paragraph (c) shall be applied as if the surviving Spouse were the Employee.
- (e.) Under regulations prescribed by the Secretary of the Treasury, for purposes of this Subsection, any amount paid to a child shall be treated as if it had been paid to the surviving Spouse upon such child reaching majority (or other designated event permitted under such regulations).
- (f.) All distributions required under this Article shall be determined and made in accordance with the proposed regulations under Section 401 (a) (9) of the Code, including the minimum distribution incidental benefit requirement of section 1.401 (1) (9)-2 of the proposed regulations.

6.7 Actuarial Assumptions

The actuarial assumptions to be used for the purposes of determining actuarial equivalents commuted values under this Plan are set forth in Exhibit A attached to the Plan.

6.8 Direct Rollover of Eligible Rollover Distribution

This Paragraph applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Agreement to the contrary that would otherwise limit a Distributee's election under this Paragraph, a Distributee as defined under subparagraph (a)(iii) of this Paragraph, may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an Eligible Rollover Distribution, as defined under subparagraph (a) (i) of this Paragraph, paid directly to an Eligible Retirement Plan, as defined under subparagraph (a) (ii) of this Paragraph, specified by the Distributee in a Direct Rollover, as defined under subparagraph (a) (iv) of this Paragraph.

(a.) Definitions

- (i.) **Eligible Rollover Distribution:** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee except that an Eligible Rollover

Distribution does not include any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.

- (ii.) **Eligible Retirement Plan:** An Eligible Retirement Plan is an individual retirement account described in Section 408 (a) of the Code, an individual retirement annuity described in Section 408 (b) of the Code, or a qualified trust described in Section 401 (a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- (iii.) **Distributee:** A Distributee includes a Participant or the Participant's surviving spouse or Participant's former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414 (p) of the Code.
- (iv.) **Direct Rollover:** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE 7

GENERAL PROVISIONS

- 7.1 An Employee shall be deemed to have attained any stated age upon the day preceding the corresponding anniversary of his date of birth.
- 7.2 The Company agrees, as long as this Non-Contributory Retirement Plan is in effect, to provide by means of an insurance company contract or contracts, and/or by pension trust or trusts, entered into or established for the purpose of providing Pensions under such Plan, assets of an amount estimated, on a sound actuarial basis, to be sufficient to pay all Pensions awarded to Employees under such Plan. Such estimate shall be made at annual intervals. The selection of the insurance company or Trustee and the method of such funding shall be in the Company's sole discretion. The Company may make payments to an insurance company or Trustee in anticipation of actual requirements therefore.
- 7.3 No Employee prior to retirement shall have any right to a Pension or any interest in or to any insurance company contract or in any pension trust which may be entered into or established for the purpose of providing Pensions under the Non-Contributory Retirement Plan other than to a Deferred Vested Pension as described in Paragraph 4.4. Employment rights, as provided in the Basic Labor Agreement, shall not be enlarged or affected by reason of any provision of such Non-Contributory Retirement Plan.

7.4 Prohibition Against Alienation

It is a condition of the Plan, and all rights of each Participant shall be subject thereto, that, except as provided in a qualified domestic relations order as defined in section 414 (p) of the Code, no right or interest of any Participant in the Plan or in the Account shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including, but not by the way of limitation, execution, levy, garnishment, attachment, pledge, bankruptcy or in any other manner, but excluding the consequence of death, or mental incompetency, and no right of interest of any Participant of the Plan or in the Account shall be liable for, or subject to, any obligation or liability of such Participant.

- 7.5 The Company shall have the right to terminate or partially terminate this Non-Contributory Retirement Plan as hereinafter provided in Article 15. All Pension or other benefit granted prior to the time of such termination or partial termination shall be non-forfeitable except as specifically provided in this Non-Contributory Retirement Plan. In the event of termination or partial termination of this Non-Contributory Retirement Plan, the disposition of the trust fund shall be made for the exclusive benefit of Pensioners and Employees of the Company as provided in the Trust Agreement. Upon such termination or partial termination of the Non-Contributory Retirement Plan, the Retirement Committee, and the Company shall continue to participate in the operation and administration of this Non-Contributory Retirement Plan and the trust fund, with respect to Pensions and other benefits granted prior to the time of such termination and with respect to the disposition and liquidation of the trust fund as provided in the Trust Agreement. No liquidation of assets and payment of benefits (or provision therefore) shall actually be made by the Trustee until after it is advised by the Company in writing that applicable requirements, if any, of Employee Retirement Income Security Act of 1974 governing termination of "Employee Pension Benefit Plans" have been, or are being complied with or that appropriate authorization, waivers, exemptions or variances have been, or are being obtained.
- 7.6 Except as may be otherwise provided in Paragraphs 7.11 and 7.12, the period of absence of an Employee on leave for employment by any local union in other than an official or representative capacity, shall be excluded in determining his Credited Service or Benefit Service for the purposes of the Non-Contributory Retirement Plan. Any such exclusion shall not apply to those representing the Local Union in an official or representative capacity with the State, County or City Council of the AFL-CIO.
- 7.7 An Employee becoming permanently incapacitated and entitled to receive a Disability Pension shall be placed upon the Disability Pension

Roll of the Company. No Employee shall accumulate any Benefit Service Credit with the Company while he remains on such Disability Pension Roll. Solely for the purposes of this Agreement, his employment shall not be considered to have terminated as long as he continues to receive a Disability Pension. In the event of termination of his Disability Pension by reason of his ceasing to be permanently incapacitated, he shall be returned to the active rolls of the Company upon his return to active employment, or his employment shall be terminated if he fails to return to active work.

7.8 An Employee who is on layoff with recall rights on his Normal Retirement Date and who at the time of layoff had ten (10) or more years of Credited Service may elect to retire on or after his Normal Retirement Date and will be eligible for any Pension for which he would have qualified had he been on the rolls of the Company on his retirement date and his Benefit Service for the purpose of calculating such Pension shall be assumed to be that which he would have had if re-employed on his Normal Retirement Date.

7.9 Allocation of Authority and Responsibility Among Named Fiduciaries for Plan Administration

The Named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Non-Contributory Retirement Plan, under the Trust Agreement, or by operation of law. In general, the Company shall have the sole responsibility for making the contributions necessary to provide benefits under this Plan, and shall have the sole authority to appoint and remove members of the Retirement Committee. The Retirement Committee shall have the sole responsibility for the administration of this plan. The Trustee or Trustees, appointed by the Company shall have the sole responsibility for the asset management of the Non-Contributory Retirement Plan. The Company may modify, alter or amend the trust at any time in accordance with the terms of the Trust Agreement. The Trustee shall have the sole responsibility for the administration and the management of the trust fund, all as specifically provided in the Trust Agreement. Each Named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with those provisions of this Plan. Furthermore, each Named Fiduciary may rely on any direction, information or action of another Named Fiduciary as being proper under this Non-Contributory Retirement Plan and is not required to inquire into the propriety of any such direction, information or action. It is intended under this Non-Contributory Retirement Plan that each Named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities, and obligations under this Non-Contributory Retirement Plan and shall not be responsible for any act or failure to act of another fiduciary (including Named Fiduciaries) if

the responsibility or authority of the act or failure to act was not within the scope of said Fiduciary's authority or delegated responsibility or authority of the act or failure to act was not within the scope of said Fiduciary's authority or delegated responsibility.

No fiduciary (including Named Fiduciaries) guarantees a trust fund in any manner against investment loss or depreciation in asset values.

7.10 The Non-Contributory Retirement Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Employee in the Non-Contributory Retirement Plan would, if the resulting plan were then terminated, receive a benefit which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

7.11 Credited Service Rules

For purposes of determining Credited Service the following rules shall be used:

- (a.) An Employee's Credited Service shall be the greater of the Employee's Continuous Service Credit or the period (or periods) of service determined under this Paragraph 7.11.
- (b.) A period of Credited Service shall begin on the Employee's last Hiring Date and shall end on the Employee's Severance from Service Date next following his last Hiring Date.
- (c.) If the Employee severs from service as a result of a quit, discharge, or retirement and is re-employed by performing one (1) Hour of Service within twelve (12) months from his Severance from Service Date, the Employee will receive credit for Credited Service for the Period of Severance.
- (d.) Breaks in Service
 - (i.) An Employee who terminates or otherwise severs his employment with the Company on or after January 1, 1976, and before January 1, 1986, and who has a Period of Severance of twelve (12) consecutive months or longer will not receive credit for Credited Service he accrued prior to the period of Severance unless:
 - (A.) such Employee was, on his Severance from Service Date, eligible to receive a Deferred Vested Pension pursuant to Paragraph 4.4; or

- (B.) the period (or periods) of Credited Service with which such Employee was credited on his Severance from Service Date exceeds his latest Period of Severance. For purposes of this calculation, the period (or periods) of Credited Service shall not include any period of service with which the Employee was not credited on his Severance from Service Date because of an earlier break in service.
- (ii.) An Employee who terminates or otherwise severs his employment with the Company on or after January 1, 1986, and who has a Period of Severance of twelve (12) consecutive months or longer, will not receive credit for Credited Service he accrued prior to his Period of Severance unless:
 - (A.) such Employee was, on his Severance from Service Date, eligible to receive a Deferred Vested Pension pursuant to Paragraph 4.4; or
 - (B.) such Employee's latest Period of Severance is less than the greater of five (5) years or the period (or periods) of Credited Service with which such Employee was credited on his Severance from Service Date. For purposes of this calculation, the period (or periods) of Credited Service shall not include any period of service with which the Employee was not credited on his Severance from Service Date because of an earlier break in service.
- (e.) An Employee shall receive Credited Service for any period of service with other related employers of the Controlled Group.
- (f.) Notwithstanding the foregoing, Credited Service shall not include:
 - (i.) Any period of time prior to January 1, 1976, which was not included in the Employee's Continuous Service Credit under the provision of the Non-Contributory Retirement Plan in effect on December 31, 1975.

7.12 Benefit Service Rules

For purposes of determining Benefit Service, the following rules shall be used:

- (a.) An Employee's Benefit Service shall be the greater of an Employee's Continuous Service Credit or the period (or periods) of service determined under this Paragraph 7.12.

(b.) A period of Benefit Service shall begin on the Employee's last Hiring Date and shall end on the Employee's Severance from Service Date next following his last Hiring Date.

(c.) Breaks in Service

(i.) An Employee who terminated or otherwise severs his employment with the Company on or after January 1, 1976, and before January 1, 1986, and who has a Period of Severance of twelve (12) consecutive months or longer will not receive credit for Benefit Service he accrued prior to his Period of Severance unless:

(A.) such Employee was, on his Severance from Service Date, eligible to receive a Deferred Vested Pension pursuant to Paragraph 4.4; or

(B.) the period (or periods) of Benefit Service with which such Employee was credited on his Severance from Service Date exceeds his latest Period of Severance. For purposes of this calculation, the period (or periods) of Benefit Service shall not include any period of service with which the Employee was not credited on his Severance from Service Date because of any earlier break in service.

(ii.) An Employee who terminates or otherwise severs his employment with the Company on or after January 1, 1986, and who has a Period of Severance of twelve (12) consecutive months or longer, will not receive credit for Benefit Service he accrued prior to his Period of Severance unless:

(A.) such Employee was, on his Severance from Service Date, eligible to receive a Deferred Vested Pension pursuant to Paragraph 4.4; or

(B.) such Employee's latest Period of Severance is less than the greater of five (5) years or the period (or periods) of Benefit Service with which such Employee was credited on his Severance from Service Date. For purposes of this calculation, the period (or periods) of Benefit Service shall not include any period of service with which the Employee was not credited on his Severance from Service Date because of any earlier break in service.

- (d.) Notwithstanding the foregoing, Benefit Service shall not include:
- (i.) any period of time prior to January 1, 1976, which was not included in the Employee's Continuous Service Credit under the provision of the Non-Contributory Retirement Plan in effect on December 31, 1975;
 - (ii.) any period of time, during which the Employee was employed in a capacity other than as an Employee;
 - (iii.) any period of service for which an Employee has received a distribution as a Lump Sum Payment under Article 8; or

7.13 Transfer of Credited Service and Benefit Service

All periods of Credited Service and Benefit Service, as determined in Article 7.11 and 7.12 of this Agreement, shall be aggregated without regard to the Employee's location, bargaining unit status or salaried status. Further, an Employee, who has had his Credited Service and Benefit Service aggregated, shall have his amount of Pension determined according to the following rules.

- (a.) If at the date of termination from one (1) of the bargaining units or as a salaried employee, the Employee has accrued five (5) or more years of Credited Service and Benefit Service, the Amount of Pension, upon retirement, shall be the higher of:
 - (i.) The Pension Amount, which is contained in the Pension and Insurance Agreement between the Union (of which the Employee is a member at retirement) and the Company or the Salaried Employees' Retirement Plan, in effect on the retirement date and the total years of Benefit Service at retirement, shall be used to determine the Amount of Pension, or
 - (ii.) the sum of: 1) the Amount of Pension determined by using the years of Benefit Service accrued and the Pension Amount in effect at the termination date for each of the aggregated prior periods, and 2) the Amount of Pension determined by using the years of Benefit Service accrued, not including those years in 1) above, and the Pension Amount in effect at the retirement date.

7.14 Notwithstanding anything to the contrary contained in this Non-Contributory Retirement Plan, an Employee who continues in employment or who is re-employed after attaining his Normal Retirement Age shall be eligible for his pension for any month in which he is employed for

less than forty (40) hours of service with the Company in Section 203 (a) (3) (B) service under ERISA and the regulations thereunder. Any monthly payments made to an Employee pursuant to this Paragraph 7.14 shall be paid in accordance with the provisions in Articles 5 and 6. Any payments made hereunder shall reduce the five (5) year certain period contained in Paragraph 6.2.

- 7.15 The Qualified Joint and Survivor Benefit shall be the automatic form of benefit for Employees who receive payment pursuant to Section 7.13 unless such automatic form of benefit is waived by both the Employee and the Employee's Spouse. After commencement of the benefit set forth in Section 7.13, the form of benefit may not be altered, but the amount of the benefit may be adjusted each January 1, to reflect additional service by the Employee.

ARTICLE 8

LUMP SUM PAYMENT PROGRAM

- 8.1 An Employee may elect to receive a Lump Sum Payment in accordance with the terms and conditions set forth in this Article 8.
- 8.2 The Company, under the Non-Contributory Retirement Plan, will pay, subject to the conditions stated below, to any Employee having five (5) or more completed years of Benefit Service, who is released from employment because of physical or mental inability to meet the requirements of his job or any other job to which he may be transferred within the local plant, a Lump Sum Payment on the basis of his years of Benefit Service ending with such release, payable in a lump sum, as follows:
- (a.) One (1) weeks' pay for each year of Benefit Service (taken to completed twelfths) for an Employee having five (5) or more but less than ten (10) completed years of Credited Service.
 - (b.) One and one-fourth (1-1/4) weeks' pay for each year of Benefit Service (taken to completed twelfths) for an Employee having ten (10) or more but less than fifteen (15) completed years of Credited Service.
 - (c.) One and one-half (1-1/2) weeks' pay for each year of Benefit Service (taken to completed twelfths) for an Employee having fifteen (15) or more but less than twenty (20) completed years of Benefit Service.
 - (d.) Two (2) weeks' pay for each year of Benefit Service (taken to completed twelfths) for an Employee having twenty (20) or more completed years of Benefit Service.

The minimum Lump Sum Payment for eligible Employees will not be less than seven hundred dollars (\$700.00) per year of Benefit Service.

If such Employee is eligible for a Pension, pursuant to Paragraph 4.4., he may elect to receive, a Lump Sum Payment equal to the greater of the amount determined above or an actuarially determined amount representing the single sum value of said Deferred Vested Pension at the date of such release from employment.

In the event that such an Employee shall become entitled to any discharge, dismissal or severance allowance provided by law, that portion of such allowance attributable to the Company's contributions, or tax paid by the Company to the source or fund out of which such payment shall be payable shall be deducted from such Lump Sum Payment.

- 8.3 For the purpose of this Article, a week's pay shall be computed by multiplying an Employee's Average Hourly Earnings by forty (40). "Average Hourly Earnings," means the average straight time hourly earnings of an Employee and shall be determined by totaling the wage payments (including night shift differential but excluding premium payments, vacation pay and all amounts earned while the Employee is classified as a learner) made to the Employee during each of the most recent four (4) pay periods in which he worked as an experienced Employee the equivalent of at least three (3) normal work days, and dividing such total by the number of hours for which he was paid in those periods while working as an experienced Employee.

The first four (4) pay periods after the one hundred eightieth (180th) day prior to the week of termination in which he worked as an experienced Employee the equivalent of at least three (3) normal work days shall be used in determining Average Hourly Earnings, if in such four (4) pay periods, he had higher average straight time hourly earnings than he had in the most recent four (4) pay periods.

If when applying for Lump Sum Payment, an Employee notifies the Company of a period of four (4) continuous pay periods in the above-mentioned one hundred eighty (180)-day period in which he worked as an experienced Employee the equivalent of at least three (3) normal work days in which he had higher average straight time hourly earnings than in either period mentioned above, such period shall be used in determining Average Hourly Earnings.

- 8.4 If operations at a local plant covered by this Agreement shall be completely and permanently discontinued while this Agreement is in

force, the Company with respect to those Employees whose employment is terminated as the result of such discontinuance of operation will pay to each of said Employees ineligible for a Lump Sum Payment under Paragraph 8.2. and:

- (a.) who is ineligible for a Pension under any Retirement Plan of the Company (other than a Deferred Vested Pension resulting from a termination occurring prior to January 1, 1976), or
- (b.) who is eligible for a Deferred Vested Pension pursuant to Paragraph 4.4. and elects to receive a Lump Sum Payment in lieu of such Deferred Vested Pension, the Lump Sum Payment (but no other benefit) which he would have been entitled to receive under Paragraph 8.2.

8.5 The Company, under the Non-Contributory Retirement Plan, will pay a Lump Sum Payment to an Employee if:

- (a.) the Employee is on layoff and has recall rights;
- (b.) the Employee's layoff was not the result of any of the circumstances specified in Section 4.B.1. and 4.B.3. of Article I of the Agreement on Supplemental Unemployment Benefits dated November 5, 1982, between the Company and the Local Union, as may be amended or supplemented, or any successor agreement;
- (c.) the Employee's layoff has continued for at least one (1) year [except that recall to work for a period of less than three (3) months duration shall not interrupt the running of the one (1)- year period of continuous layoff and that the Company may determine on the basis of the Employee's prospects of re-employment by the Company to permit earlier application];
- (d.) the Employee has not received and is not eligible to receive a Lump Sum Payment under Paragraph 8.2 or 8.4 of this Non-Contributory Retirement Plan; and
- (e.) the Employee is eligible for a Deferred Vested Pension pursuant to Paragraph 4.4. and elects to receive the Lump Sum Payment in lieu of such Deferred Vested Pension.

The Lump Sum Payment for which an Employee is eligible under this Paragraph 8.5 shall be the Lump Sum Payment (but no other benefit) which he would have been entitled to receive under Paragraph 8.2; provided, however, that the single sum value of an Employee's Deferred

Vested Pension shall not be used in the calculation unless such Employee was on the Active Payroll on or after January 1, 1976.

An Employee upon acceptance of a Lump Sum Payment pursuant to this Paragraph 8.5 shall be deemed to have terminated his seniority with the Company and shall be deemed to have forfeited any and all pension, insurance or other rights under any Non-Contributory Retirement Plan or other Employee Benefit Plans financed by or to which the Company has contributed as an Company.

- 8.6 An Employee by acceptance of Lump Sum Payment thereby terminates his Continuous Service and Benefit Service Credit with the Company.
- 8.7 The Company will not grant Lump Sum Payment to temporarily disabled Employees prior to their attainment of age sixty-five (65) who desire to leave the service of the Company of their own volition but who are still considered employable by the Company.
- 8.8 An election to receive a Lump Sum Payment may be made only by a notice in writing on a form provided by the Company, and if the single sum value of the Deferred Vested Pension exceeds, or at the time of any prior distribution exceeded, \$3,500, such election shall be consented to by the Employee's spouse:
- (a.) By an Employee who is released from employment for the reasons set forth in Paragraph 8.2, within thirty (30) days after his release;
 - (b.) By an Employee who is released from employment for the reasons set forth in Paragraph 8.4, during the period of Consecutive Weeks defined in this Paragraph 8.8; and
 - (c.) By an Employee who is on layoff with recall rights, within thirty (30) days following the later of two (2) years from the date of his layoff or the day ending the period of Consecutive Weeks defined in this Paragraph 8.8.

For purposes of this Paragraph, a period of "Consecutive Weeks" shall be such period of consecutive weeks that immediately following the last day the Employee was on the Active Payroll of the Company and the number of such weeks shall be equal to the maximum number of Credit Units the Employee may have to his credit under the Supplemental Unemployment Benefits Plan.

If an Employee does not file such election with the Plan Administrator as provided in this Paragraph 8.8, he shall be forever deemed to have waived his right to receive a Lump Sum Payment.

8.9 Repayment

Notwithstanding the provisions of Paragraph 8.6 with respect to termination of Benefit Service, if an Employee who is re-employed by the Company who on or after January 1, 1976 received a lump sum payment pursuant to this Article 8 which was less than the present value of his accrued benefits determined under this Plan on the date of his release from employment, such Employee may repay such distribution with interest compounded annually at the rate of five percent (5%) per year (or such other rate as may be established by the Plan Administrator consistent with Internal Revenue Service regulations) for the period beginning on the date which he received such lump sum distribution and ending with the date of repayment. Upon such repayment, the Employee's Benefit Service will be restored for purposes of computing any benefit under this Plan. Repayment must be made within five (5) years of the Employee's re-employment with the Company. For purposes of this Paragraph, an Employee who is ineligible for a deferred vested pension when he receives a lump sum payment will be considered to have received a payment of less than the present value of his accrued benefit.

8.10 Calculation of Lump Sum

The present value of an Employee's accrued benefit for purposes of Article 8 shall be determined as of the date of the distribution and by using an interest rate which is the lower of eight percent (8%) or the interest rate which would be used (as of the date of distribution) by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on plan termination.

ARTICLE 9

SURVIVOR INCOME BENEFITS

- 9.1 (a.) During the life of this Agreement, the Company will provide for active Employees beginning on the day following completion of thirty (30) days of Continuous Service Credit the Survivor Income Benefits provided in this Article. An Employee shall also be covered for such Survivor Income Benefits while he is on injury or illness absence during the period in which he is accumulating Continuous Service Credit, on authorized leave of absence not to exceed three (3) months or an authorized leave of absence for service with the Local Union in an official or representative capacity.
- (b.) An Employee who is laid off, shall have this Benefit continued for three (3) months and thereafter may, within thirty-one (31) days following termination of coverage, arrange to continue the amount of his Survivor Income Benefit coverage by payment in advance of the current monthly group rate premium but not for longer than

twenty-four (24) months following the date of such layoff.

- (c.) An Employee who is terminated because of a complete and permanent plant closure, shall have this Benefit continued for twelve (12) months following the month in which the Employer furnished coverage under the above Paragraph 9.1 (b.) ceases, and thereafter may, within thirty-one (31) days following termination of coverage, arrange to continue the amount of his Survivor Income Benefit coverage by payment in advance of the current monthly group rate premium, but not for longer than twenty-four (24) months following the date of such termination due to plant closure.

9.2 Transition Survivor Income Benefit

If an Employee dies on or after the Effective Date, while covered for Transition Survivor Income Benefits, leaving one or more Survivors, as defined below, payment of not more than twenty-four (24) monthly Benefits shall begin, provided at least one of such Survivors is living on the first day of the month following the Employee's death and then qualifies as his Survivor.

The amount of the monthly Transition Survivor Income Benefit shall be five hundred dollars (\$500.00) for any month in which there is only one Survivor of the deceased Employee eligible to receive such Benefit. The Transition Survivor Income Benefit payable hereunder shall be reduced by the amount of any Automatic Pre-Retirement Survivor Benefit payable pursuant to Paragraph 6.5; provided, however, such reduction will not reduce the Transition Survivor Income Benefit below three hundred twenty five dollars (\$325.00). For any month in which there are two or more Survivors of the deceased Employee eligible for a Transition Survivor Income Benefit, the amount of Benefit payable hereunder to each such Survivor for each month shall be a fraction of the Benefit that would be paid to him as a sole Survivor, the numerator of such fraction being one (1) and the denominator of such fraction being a number equal to the total number of all Survivors who are eligible and those who would be eligible for a Transition Survivor Income Benefit but for their eligibility for Federal Social Security Benefits. No monthly Transition Survivor Income Benefit, however, shall be paid to any Survivor who has attained age sixty-two (62) or is eligible for an old age, disability, widows or widowers unreduced benefit under the Federal Social Security Act as then in effect.

The first such Benefit is Payable on the first day of the month following the Employee's death. Thereafter, a monthly Transition Survivor Income Benefit is payable on the first day in each of the next twenty-three (23) months, but if on the first day of any month after the Employee's death

no person then living qualifies as his Survivor, no such Benefit is payable for that month or any subsequent month.

Survivors are classified and defined as follows:

- (1.) A "Class A Survivor" means the Employee's spouse, whether or not remarried but only if married to the Employee for at least a year immediately prior to the Employee's death, and only if the spouse was wholly or partially dependent on the Employee at the time of the Employee's death.
- (2.) A "Class B Survivor" means the Employee's child who at the Employee's death and at the time a Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under twenty-one (21) years of age, or (ii) at least age twenty-one (21) but under age twenty-five (25), or (iii) totally and permanently disabled at any age; provided, however, that a child under clause (ii.) or (iii.) must have been domiciled with and dependent upon the Employee at the time of the Employee's death. A child ceases to be a Class B Survivor upon marrying, or if not totally and permanently disabled, upon reaching his or her twenty-fifth (25th) birthday. To qualify as the Employee's child, the child must be one of the following:
 - (i.) the Employee's own child born prior to the first of the month following the Employee's death,
 - (ii.) the Employee's legally adopted child,
 - (iii.) the Employee's step-child who resided with him at the time of the Employee's death.
- (3.) A "Class C Survivor" means the Employee's parent for whom he had, during the calendar year immediately preceding his death, provided at least fifty percent (50%) of such parent's support, if such parent was:
 - (i.) the Employee's father or mother by blood relationship, or
 - (ii.) the Employee's adopting parent.
- (4.) The Survivors entitled to each monthly Survivor Income Benefit that becomes payable under this Subsection 9.2 shall be determined as follows:
 - (i.) The Employee's Class A Survivor who is living on the first

day of a month shall be entitled to the Benefit payable for such month;

- (ii.) If the Employee's Class A Survivor is not living on the first day of a month, persons who qualify on that day as his Class B Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month.
- (iii.) If the Employee's Class A Survivor is not living on the first day of a month and no living person qualifies on that day as the Employee's Class B Survivor, persons who qualify on that day as the Employee's Class C Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month.

- (5.) An Employee may not assign his Survivor Income Benefit and his Survivors may not assign any monthly Survivor Income Benefit that becomes payable. To the extent permitted by applicable law, monthly Survivor Income Benefits shall not be subject to attachment of other encumbrance or subject to the debts or liability of any Survivor.
- (6.) Survivor Income Benefits become payable only if due proof of the Employee's death is submitted to the Employer. Payment of each monthly Survivor Income Benefit is subject to the condition that the person claiming the Benefit submit to the Employer due proof of entitlement to such Benefit.

9.3 Bridge Survivor Benefit

If the Employee dies after attaining age forty-three (43) or any age with 15 years of service while insured for Transition Survivor Income Benefits and if such Employee is survived by a Class A Survivor, such Survivor shall become eligible for Bridge Survivor Income Benefit. The monthly amount of the Bridge Survivor Income Benefit shall be five hundred dollars (\$500.00). The Bridge Survivor Income Benefit payable hereunder shall be reduced by the amount of any Automatic Pre-Retirement Survivor Benefit payable pursuant to Paragraph 6.5; provided, however, such reduction will not reduce the Bridge Survivor Income Benefit below three hundred twenty five dollars (\$325.00).

A Bridge Survivor Income Benefit shall be paid to an eligible Survivor on the first day of each month, beginning with the twenty-fifth (25th) calendar month following the death of the Employee and ending with the first day of the month in which such Survivor remarries, dies, attains age sixty-two (62) or attains such lower age at which full widows or widowers Insurance Benefits become payable under the Federal Social Security Act as it may be amended; provided, however, that no monthly Bridge

Survivor Income Benefit shall be payable for any month for which such Survivor is eligible to receive Mother's Insurance Benefits under such Act.

ARTICLE 10
GROUP LIFE INSURANCE AND ACCIDENTAL DEATH
AND DISMEMBERMENT INSURANCE PROGRAM

10.1 During the life of this Agreement the Company will provide for its Employees without cost to them except as hereafter stated, the following Group Life Insurance Program and Group Accidental Death and Dismemberment Insurance stated in this Article.

10.2 Benefits

Non-Contributory Life Insurance in the amount of forty thousand dollars (\$40,000.00) and Accidental Death and Dismemberment Benefits in the amount of forty thousand dollars (\$40,000.00) shall be provided for regular Employees beginning on the day following completion of thirty (30) days of Continuous Service Credit, provided, however, an Employee not actively at work on the date his coverage would otherwise become effective, will become insured upon his return to active work, except that an Employee who is not actively at work because of a temporary disability shall be covered on the effective date of this Agreement. Such insurance will continue in effect during an Employee's period of continuous employment.

10.3 Accidental Death and Dismemberment Benefits

The full amount of the Accidental Death and Dismemberment Benefit shall be payable if an accident causes the loss of:

Life	One hand and one foot
Both Hands	One hand and sight of one eye
Both Feet	One foot and sight of one eye
Sight of both eyes	

One-half (1/2) of such amount shall be payable if an accident causes the loss of one hand, one foot, or the sight of one eye; provided, however, that the full amount will be paid only once to or on account of an Employee.

With respect to a hand or a foot, "Loss" means dismemberment by severance through or above the wrist or ankle joint. "Loss" also means the partial dismemberment of a hand or foot that results in the loss of all functional use of the partially dismembered hand or foot. With respect to an eye, "Loss" means the entire and irrecoverable loss of the sight of such eye. The partial loss of vision where the best corrective vision is 20/400 shall be deemed to be the entire loss of sight.

The aforesaid Benefits shall be considered for the purposes of this Article as being included in the Non-Contributory Life Insurance (but not the Optional Contributory Life Insurance under Paragraph 10.11), in an amount equal to the total amount of such insurance carried by an Employee, unless specifically excluded.

10.4 Leave of Absence

The Company shall likewise provide the coverage described in Paragraph 10.2 subject to the provisions of the Program for an Employee who on the Effective Date is on a leave of absence granted by the Company. Such Non-Contributory Insurance coverage provided for any Employee shall be continued in force during the period of any leave of absence granted by the Company. Notwithstanding the aforementioned, such insurance coverage in cases of a leave of absence granted by the Company for Union activities shall apply only to those employed by the Local Union in an official or representative capacity, including those representing the Local Union in an official or representative capacity with a State, County, or City Council of the AFL-CIO.

10.5 Injury or Sickness

Employees off work due to injury or illness will continue to be provided with the Non-Contributory Life Insurance, subject to the provisions of the Program during the period in which they accumulate Continuous Service Credit.

10.6 Termination of Insurance

Except as provided by Paragraphs 10.6, 10.7, and 10.8, the Life Insurance and Accidental Death and Dismemberment Benefits shall cease after termination of employment. However, an Employee who is laid off shall have his Non-Contributory Life Insurance and the Accidental Death and Dismemberment Benefits continued for three (3) months and thereafter may continue his Non-Contributory Life Insurance in effect at the date of layoff for an additional period not to exceed twenty-four (24) months from date of layoff by making contributions at the time of termination of coverage at the rate of (\$.50) per month per one thousand dollars (\$1,000.00) of insurance. Also, an Employee who is terminated because of a complete and permanent plant closure shall have his Non-Contributory Life Insurance and the Accidental Death and Dismemberment Benefits continued for fifteen (15) months and thereafter may continue his Non-Contributory Life Insurance in effect at the date of termination by making contributions at the time of termination of coverage at the rate of fifty cent (\$.50) per month per one thousand dollars (\$1,000.00) of insurance, but not for longer than twenty-four (24) consecutive months following the date of such termination of employment due to plant closure.

10.7 Insurance of Employees Receiving Disability Pension

If an Employee for whom insurance coverage is provided in accordance with the provisions of this Program shall be placed on the Company's Disability Pension Roll as provided in Paragraph 7.7, the full amount of his Non-Contributory Life Insurance (but not his Accidental Death and Dismemberment Insurance) shall be continued in force (subject to furnishing due proof of the continuance of his permanent incapacity) at no cost to him, until the period of his permanent incapacity ceases, or until his Normal Retirement Date, whichever first occurs.

10.8 Insurance of Retired Employees

Group Life Insurance (but not Accidental Death and Dismemberment Insurance) will be provided for an Employee who retires on a Normal, Early or Disability Pension, or an Employee who receives a Lump Sum Payment, as provided in Paragraph 8.2.

The amount of Group Life Insurance provided shall be the last amount in force prior to retirement or termination, but not to exceed forty thousand dollars (\$40,000.00) reduced to three thousand dollars (\$3,000.00) in equal monthly amounts over a thirty (30) month period.

Such reduction shall begin as follows:

- (1.) For an Employee who receives a Lump Sum Payment pursuant to Paragraph 8.2, upon his release from employment;
- (2.) For an Employee who retires with an Early Retirement Pension, upon the later to occur on his retirement date or the month next following the date he attains age sixty-two (62); or
- (3.) For an Employee who retires with a Disability Pension or a Normal Retirement Pension (whether or not retirement occurred on or after the Normal Retirement Date), upon his Normal Retirement Date.

The amount of Group Life Insurance provided an Employee who retires after his Normal Retirement Date shall be reduced immediately upon retirement to the amount he would have received had he retired on his Normal Retirement Date, and, if above three thousand dollars (\$3,000.00) will continue to reduce at the rate reductions would have been made had he retired on his Normal Retirement Date until three thousand dollars (\$3,000.00) is reached.

In no event will said Life Insurance be reduced to less than three thousand dollars (\$3,000.00).

This Paragraph shall not apply to an Employee receiving Lump Sum Payment under the provisions of Paragraph 8.2 if such Employee is also entitled because of permanent total disability to receive payment of his Group Life Insurance in installments, nor shall it apply to an Employee receiving Lump Sum Payment under the provisions of Paragraph 8.4 or 8.5.

10.9 Life Insurance of Employees Whose Employment Is Terminated Under Certain Conditions

Any Employee eligible for a Deferred Vested Pension whose employment with the Company is terminated at or after his attainment of age sixty (60), Life Insurance (but not Accidental Death and Dismemberment Insurance) coverage shall be made effective with respect to such Employee as of the later of his Normal Retirement Date or the first day of the month for which he receives a Deferred Vested Pension and shall thereafter be continued in force. The amount of such Life Insurance coverage shall be three thousand dollars (\$3,000.00).

10.10 General

- (a.) An insurance certificate or rider shall be issued to each Employee outlining his benefits and privileges in connection with the insurance coverage provided hereunder.
- (b.) It is the intention of the Company that the above coverage will be provided under the existing Group Life Insurance Program underwritten by Union Central Life Insurance Company, or another insurance company, except as supplemented and modified herein, and any and all privileges, conditions and restrictions applicable to said insurance benefits under such existing Group Insurance Program shall continue to be applicable to the above benefits.
- (c.) Employees re-employed after layoff with Continuous Service Credit will have an immediate reinstatement of coverage under the Program.
- (d.) The permanent total disability provisions of the Group Life Insurance Program under which installment payments are made to an Employee because of his permanent total disability occurring before his attainment of age sixty (60) shall apply only if the total disability involved commenced prior to the date such Employee has ten (10) years of Continuous Service Credit.
- (e.) After Life Insurance coverage terminates, all or part of the Life Insurance coverage may be converted within the following thirty-one (31) days to an individual policy of Life Insurance by

application to the insurer. In the event of death during the thirty-one (31) day conversion period, the Group Life Insurance amount will be paid.

ARTICLE 11

HOSPITAL SURGICAL, DRUG, AND MEDICAL BENEFITS FOR EMPLOYEES AND THEIR DEPENDENTS

11.1 **AS OF THE EFFECTIVE DATE AND FOR THE DURATION OF THIS AGREEMENT, THE COMPANY WILL PROVIDE THE FOLLOWING PLAN OF MEDICAL BENEFITS, PRESCRIPTION DRUG BENEFITS, DENTAL BENEFITS, AND VISION CARE WITH THE EXCEPTION THAT NONE OF THE AFORESAID BENEFITS (OF WHICH ALL ARE MEDICALLY NECESSARY) SHALL BE APPLICABLE IN EVENT OF ACCIDENT OR SICKNESS COVERED BY WORKER'S COMPENSATION ACT. CHARGES WHICH ARE DETERMINED BY THE COMPANY'S PHYSICIAN - REVIEWERS, OR BY PROVISIONS OF TITLE XVIII OF MEDICARE, OR ON THE BASIS OF OTHER SCIENTIFIC INPUT TO BE NOT MEDICALLY NECESSARY OR NOT ACCEPTED AS MEDICALLY APPROPRIATE FOR THE TREATMENT OF ANY NON-OCCUPATIONAL ILLNESS OR INJURY WILL NOT BE COVERED EXPENSES. THESE BENEFITS ARE SUBJECT TO THE PROVISIONS OF THE MEMORANDUM OF AGREEMENTS CONCERNING HEALTH CARE BENEFITS DATED JANUARY 7, 1987.**

THE PLAN CONTAINS CERTAIN PRE-CERTIFICATION REQUIREMENTS. IF YOU FAIL TO OBTAIN PRE-CERTIFICATION WHEN REQUIRED BY THE PLAN YOU MAY BE SUBJECT TO A \$250 BENEFIT PENALTY. SEE CARE MANAGEMENT AND PRE-CERTIFICATION FOR ADDITIONAL INFORMATION REGARDING PRE-CERTIFICATION.

11.2 DEDUCTIBLES, CO-INSURANCE AND CO-PAYMENT AMOUNTS

(A.) BEFORE ANY MEDICAL BENEFITS ARE PAID FOR CERTAIN KINDS OF COVERED EXPENSES, YOU PAY A PORTION OF THE ALLOWABLE CHARGES. THE PORTION YOU PAY IS CALLED THE DEDUCTIBLE. THE PLAN COUNTS YOUR DEDUCTIBLE PAYMENT ON A CALENDAR YEAR BASIS.

THE DEDUCTIBLE AMOUNT DIFFERS DEPENDING ON WHICH OPTION, IN NETWORK OR OUT OF NETWORK COVERAGE, YOU HAVE SELECTED AND WHETHER YOU SELECTED INDIVIDUAL OR FAMILY COVERAGE.

ALL FAMILY MEMBERS CAN SATISFY THE FAMILY DEDUCTIBLE.

EXAMPLE: IN 2006 YOUR FAMILY HAS BASIC PPO FAMILY COVERAGE, RECEIVES MEDICAL SERVICES FROM PPO PROVIDERS WITHIN YOUR NETWORK, AND INCURS THE FOLLOWING DEDUCTIBLES:

EMPLOYEE:	\$150.00
SPOUSE:	\$ -0-
FIRST DEPENDENT CHILD:	\$150.00
SECOND DEPENDENT CHILD:	\$300.00
TOTAL:	\$600.00

THESE DEDUCTIBLES TOTAL \$600.00 AND THEREFORE YOU HAVE MET THE FAMILY DEDUCTIBLE REQUIREMENT. IN ADDITION, ONCE THE FAMILY DEDUCTIBLE IS SATISFIED, NO FURTHER DEDUCTIBLE WILL APPLY TO ANY INDIVIDUAL IN YOUR FAMILY.

IN 2006 THE DEDUCTIBLE FOR ALL IN-NETWORK ELIGIBLE CHARGES UNDER THE BASIC PPO MEDICAL PLAN WILL BE \$300.00 PER INDIVIDUAL AND \$600.00 FOR THE FAMILY. THE DEDUCTIBLE FOR ALL OUT-OF-NETWORK ELIGIBLE CHARGES UNDER THE BASIC PPO MEDICAL PLAN WILL BE \$600.00 PER INDIVIDUAL AND \$1,200.00 FOR THE FAMILY. DEDUCTIBLES CO-MINGLE; THAT IS, IF YOU SATISFY \$100.00 OF YOUR OUT-OF-NETWORK DEDUCTIBLE, \$100.00 OF YOUR IN-NETWORK DEDUCTIBLE IS ALSO MET. DEDUCTIBLES COUNT TOWARD SATISFACTION OF YOUR OUT-OF-POCKET LIMITS, EXCEPT FOR CHARGES RELATED TO MENTAL HEALTH/SUBSTANCE ABUSE.

- (B.) COINSURANCE IS THE PORTION (AS A PERCENT OF THE COST FOR SERVICES) WHICH YOU PAY EACH TIME YOU USE A SERVICE. THE AMOUNT WILL ALWAYS DEPEND ON THE COST OF THE SERVICE. THE COINSURANCE PERCENTAGE DIFFERS BASED UPON THE TYPE OF SERVICE OR SUPPLY RENDERED, AND BASED UPON WHETHER OR NOT THE SERVICES ARE PROVIDED BY A PROVIDER WITHIN THE NETWORK OR OUTSIDE OF THE NETWORK YOU HAVE SELECTED.**

THE MAXIMUM CO-INSURANCE AMOUNT FOR ALL IN-NETWORK ELIGIBLE CHARGES UNDER THE BASIC PPO MEDICAL PLAN WILL BE TWENTY PERCENT (20%).

THE MAXIMUM CO-INSURANCE AMOUNT FOR ALL OUT-OF-NETWORK ELIGIBLE CHARGES UNDER THE BASIC PPO MEDICAL PLAN WILL BE THIRTY PERCENT (30%).

THE AMOUNT YOU PAY EACH YEAR IN COINSURANCE AND DEDUCTIBLES COUNTS TOWARD SATISFACTION OF YOUR ANNUAL OUT-OF-POCKET LIMITS, EXCEPT CHARGES RELATED TO INPATIENT AND OUTPATIENT MENTAL HEALTH/SUBSTANCE ABUSE SERVICES.

- (C.) MAXIMUM OUT-OF-POCKET SPENDING LIMITS ARE THE MAXIMUM AMOUNT THAT YOU MUST PAY OUT OF YOUR POCKET FOR BENEFITS. ONCE YOU HAVE PAID THIS MAXIMUM AMOUNT, THE PLAN WILL PAY**

100 PERCENT OF THE ALLOWABLE CHARGE FOR THE REMAINDER OF THE CALENDAR YEAR, EXCEPT FOR THOSE BENEFITS SUBJECT TO CO-PAYMENT AMOUNTS.

FOR 2006, THE MAXIMUM OUT-OF-POCKET SPENDING LIMIT FOR ALL IN-NETWORK ELIGIBLE CHARGES PER BENEFIT YEAR PER INDIVIDUAL WILL BE \$1,500.00 (\$1,100.00 EXCLUSIVE OF THE CHARGES USED TO SATISFY THE DEDUCTIBLE IN (A.) ABOVE). THE MAXIMUM OUT-OF-POCKET SPENDING LIMIT FOR ALL IN-NETWORK ELIGIBLE CHARGES PER BENEFIT YEAR PER FAMILY WILL BE \$3,000.00 (\$2,400.00 EXCLUSIVE OF THE CHARGES USED TO SATISFY THE FAMILY DEDUCTIBLE IN (A.) ABOVE).

THE MAXIMUM OUT-OF-POCKET SPENDING LIMIT FOR ALL OUT-OF-NETWORK ELIGIBLE CHARGES PER BENEFIT YEAR PER INDIVIDUAL WILL BE \$3,000.00 (\$2,400.00 EXCLUSIVE OF THE CHARGES USED TO SATISFY THE DEDUCTIBLE IN (A.) ABOVE). THE MAXIMUM OUT-OF-POCKET SPENDING LIMIT FOR ALL OUT-OF-NETWORK ELIGIBLE CHARGES PER BENEFIT YEAR PER FAMILY WILL BE \$6,000.00 (\$4,800.00 EXCLUSIVE OF THE CHARGES USED TO SATISFY THE FAMILY DEDUCTIBLE IN (A.) ABOVE).

- (d.) COPAYMENTS. A COPAYMENT IS THE AMOUNT YOU MUST PAY AT THE TIME TREATMENT IS RECEIVED FROM A PPO PROVIDER WITHIN YOUR NETWORK. HOWEVER, COPAYMENTS WILL NOT BE APPLIED TO THE MEDICAL CALENDAR YEAR DEDUCTIBLE OR MAXIMUM OUT-OF-POCKET SPENDING LIMITS. COPAYMENTS DIFFER DEPENDING ON THE TYPE OF SERVICES YOU OBTAIN.**

THE CO-PAYMENT FOR IN-NETWORK, INPATIENT HOSPITAL CONFINEMENT WILL BE APPLIED ONLY FOR THE FIRST CONFINEMENT IN THE YEAR PER INDIVIDUAL. SUBSEQUENT INPATIENT CONFINEMENTS WILL BE APPLIED TOWARD APPLICABLE DEDUCTIBLE AND CO-INSURANCE LIMITS.

THE CO-PAYMENT FOR IN-NETWORK, OUTPATIENT PROCEDURES WILL BE APPLIED FOR EACH UNIQUE AND SEPARATE PROCEDURE DURING THE YEAR, BUT WILL ONLY APPLY FOR THE FIRST PROCEDURE WHEN A SERIES OF SAME PROCEDURES ARE REQUIRED.

FOR EXAMPLE;

IF A SERIES OF OUTPATIENT THERAPIES WERE PRESCRIBED FOR SURGICAL RECOVERY, THE CO-PAYMENT WILL BE APPLIED ONLY ON THE FIRST VISIT. SUBSEQUENT SAME PROCEDURE VISITS WILL BE APPLIED TOWARD APPLICABLE DEDUCTIBLE AND CO-INSURANCE LIMITS.

THERE WILL BE NO DUPLICATION OF CO-PAYMENTS IN IMMEDIATE "EMERGENCY" REFERRAL SITUATIONS INVOLVING EMERGENCY ROOMS AND URGENT CARE FACILITIES AND INPATIENT ADMISSION. THAT IS, IF AN EMERGENCY ROOM OR URGENT CARE VISIT ALSO RESULTS IN A HOSPITAL CONFINEMENT, THE INDIVIDUAL WILL ONLY PAY THE GREATER (CONFINEMENT) CO-PAY AND NOT BOTH. IF THE CONFINEMENT CO-PAY HAS PREVIOUSLY BEEN SATISFIED, THE INDIVIDUAL WILL ONLY PAY THE EMERGENCY ROOM COPAY. IF THE URGENT CARE FACILITY MUST REFER A CASE TO THE EMERGENCY ROOM, THE INDIVIDUAL WILL ONLY BE RESPONSIBLE FOR THE GREATER EMERGENCY ROOM COPAY.

ALL OTHER COPAYMENTS (INCLUDING OUT-OF-NETWORK INPATIENT AND OUTPATIENT) WILL BE APPLIED ON A PER OCCURRENCE BASIS.

FOR 2006, CO-PAYMENTS ARE AS FOLLOWS:

SERVICE	IN-NETWORK	OUT-OF-NETWORK
HOSPITAL		
INPATIENT (FIRST CONFINEMENT ANNUALLY)	\$250	\$250
OUTPATIENT (PER SEPARATE PROCEDURE)	\$125	\$250
OFFICE VISIT (PRIMARY CARE)	\$25	70% AFTER DEDUCTIBLE
SPECIALIST	\$35	"
URGENT CARE	\$40	"
EMERGENCY ROOM	\$100	"
ROUTINE ADULT PHYSICAL EXAM	\$25	"
ADULT PREVENTATIVE TESTING	100%	70% AFTER DEDUCTIBLE
OUTPATIENT MENTAL HEALTH/SUBSTANCE ABUSE		
VISITS 1 - 15	\$35	70% AFTER DEDUCTIBLE
VISITS 16 - 30	\$50	50% AFTER DEDUCTIBLE

- (E.) **THE TERM "BENEFIT YEAR" MEANS THE PERIOD COMMENCING ON JANUARY 1 OF ANY CALENDAR YEAR AND TERMINATING ON DECEMBER 31 OF SUCH CALENDAR YEAR.**
- (F.) **WHEN ANY PART OF A BENEFIT YEAR UNMET DEDUCTIBLE IS APPLIED AGAINST EXPENSES ARISING DURING THE LAST THREE (3) MONTHS OF THAT YEAR, THE FOLLOWING BENEFIT YEAR DEDUCTIBLE WILL BE REDUCED BY THE SAME AMOUNT SO APPLIED.**

11.3 HOSPITAL EXPENSE BENEFITS FOR EMPLOYEES AND DEPENDENTS

THE PLAN COVERS THE FOLLOWING SUPPLIES AND SERVICES, SUBJECT TO APPLICABLE COPAYMENTS, DEDUCTIBLES, AND ANNUAL AND LIFETIME MAXIMUMS.

- (A.) **AMBULANCE SERVICES, INCLUDING AIR AMBULANCE SERVICES, TO THE NEAREST FACILITY EQUIPPED TO PROVIDE SERVICES.**
- (B.) **EMERGENCY DOCTOR SERVICES FOR EMERGENCY TREATMENT.**
- (C.) **EMERGENCY DEPARTMENT SERVICES FOR EMERGENCY TREATMENT.**
- (D.) **HOSPITAL CHARGES FOR SEMI-PRIVATE DAILY ROOM AND BOARD, INCLUDING INTENSIVE CARE, AND SERVICES AND SUPPLIES FURNISHED BY A HOSPITAL OTHER THAN ROOM AND BOARD.**
- (E.) **HOSPITAL CHARGES FOR PRIVATE DAILY ROOM AND BOARD ONLY IF A PRIVATE ROOM IS MEDICALLY NECESSARY CARE AND TREATMENT OR IF THE FACILITY IS AN ALL PRIVATE FACILITY.**
- (F.) **ALTERNATE BIRTHING FACILITY CHARGES.**
- (G.) **SERVICES RENDERED AT AN URGENT CARE FACILITY.**
- (H.) **PROFESSIONAL MEDICAL AND SURGICAL SERVICES OF A MEDICAL DOCTOR, ON AN INPATIENT OR OUTPATIENT BASIS, PROVIDED THAT:**
- **IF MORE THAN ONE SURGICAL PROCEDURE IS PERFORMED THROUGH THE SAME INCISION OR NATURAL BODY ORIFICE DURING THE SAME OPERATION, BENEFITS PAYABLE ARE AS FOLLOWS:**
 - PRIMARY SURGICAL PROCEDURE: 100%**
 - SECONDARY SURGICAL PROCEDURE: 50%**
 - TERTIARY SURGICAL PROCEDURE: 25%**
 - **PROFESSIONAL SERVICES OF AN ASSISTANT SURGEON, SUBJECT TO A MAXIMUM OF 25% OF THE SURGICAL**

ALLOWANCE, AS WELL AS SERVICES PROVIDED BY SOMEONE OTHER THAN A DOCTOR, SUBJECT TO A MAXIMUM OF 10% OF THE SURGICAL ALLOWANCE.

- (I). SURGICAL SUPPLIES.**
- (J). ANESTHESIA AND THE ADMINISTRATION OF ANESTHESIA.**
- (K). BLOOD AND BLOOD PLASMA.**
- (L). OXYGEN AND THE RENTAL OF EQUIPMENT FOR ITS ADMINISTRATION.**
- (M). X-RAY AND LABORATORY SERVICES.**
- (N). MATERNITY SERVICES FOR EMPLOYEE AND SPOUSE ONLY, INCLUDING THOSE SERVICES RENDERED BY A CERTIFIED NURSE MIDWIFE AND INCLUDING THE CIRCUMCISION OF A NEWBORN MALE CHILD.**
- (O). PAIN MANAGEMENT.**
- (P). ROUTINE STERILIZATION FOR EMPLOYEE AND SPOUSE ONLY.**
- (Q). THE EXCISION OF PARTIALLY OR COMPLETELY BONY IMPACTED TEETH.**
- (R). THE CLOSED OR OPEN REDUCTION OF FRACTURES OR DISLOCATION OF THE JAW.**
- (S). MEDICAL SERVICES AND DONOR CHARGES FOR THE FOLLOWING ORGAN TRANSPLANTS:
HEART, BONE MARROW, LUNG, KIDNEY, LIVER, PANCREAS,
HEART AND LUNG.**

THE PLAN PARTICIPATES IN A CENTERS OF EXCELLENCE PROGRAM FOR TRANSPLANTS. THIS IS A VOLUNTARY PROGRAM. THE CENTERS OF EXCELLENCE PROGRAM INCLUDES A DESIGNATED FACILITY WHICH PROVIDES QUALITY TRANSPLANT SERVICES AND IS NATIONALLY RECOGNIZED FOR THESE SERVICES. IF YOU CHOOSE TO PARTICIPATE IN THE PROGRAM, THE CENTERS OF EXCELLENCE FACILITY THAT THE PLAN APPROVES FOR YOU MAY REQUIRE TRAVEL. IF SO, THE PLAN WILL PAY THE REASONABLE TRAVEL EXPENSES FOR YOU AND A COMPANION. THE PLAN WILL ALSO PAY THE REASONABLE MEDICAL AND HOSPITAL EXPENSES OF A DONOR OR PROSPECTIVE DONOR, WHICH ARE DIRECTLY RELATED TO YOU OR YOUR DEPENDENT'S ORGAN TRANSPLANT. CONTACT HEALTH DESIGN PLUS AT 1-877-286-3560 IF YOU ARE CONSIDERING USE OF THE CENTERS OF EXCELLENCE PROGRAM.

POST HOSPITAL CONFINEMENT BENEFITS.

- **HOSPICE BENEFITS, SUBJECT TO A LIFETIME MAXIMUM OF \$10,000 PER PERSON AND INCLUDING:
INPATIENT CARE FOR UP TO A 6-MONTH PERIOD.
AT HOME CARE.
RESPIRE CARE LIMITED TO A 7-DAY PERIOD.**
- **BEREAVEMENT COUNSELING SERVICES, SUBJECT TO A \$1,000 FAMILY LIFETIME MAXIMUM.**
- **SERVICES PROVIDED BY A SKILLED NURSING FACILITY, PROVIDED THAT SUCH SERVICES ARE SUBJECT TO A MAXIMUM OF 120 DAYS PER DISABILITY AND ARE NOT FOR CONVALESCENT CARE.**
- **HOME HEALTH CARE AND HOME IV THERAPY, LIMITED TO 120 VISITS PER DISABILITY. FOUR (4) HOURS OF HOME HEALTH CARE EQUALS ONE (1) VISIT.**

A DISABILITY IS ANY PERIOD OF ILLNESS OR INJURY, OR MULTIPLE ILLNESSES OR INJURIES, ARISING FROM THE SAME CAUSE, INCLUDING ANY AND ALL COMPLICATIONS, WHICH ARE NOT SEPARATED BY A COMPLETE RECOVERY AS CERTIFIED BY THE ATTENDING DOCTOR AND WHICH PRECLUDE RETURN TO ACTIVE EMPLOYMENT IN THE CASE OF ELIGIBLE EMPLOYEE, OR RETURN TO THE RESUMPTION OF THE NORMAL ACTIVITIES OF A PERSON OF THE SAME AGE AND IN GOOD HEALTH IN THE CASE OF AN ELIGIBLE DEPENDENT.

MEDICAL BENEFITS: SPECIFIC PLAN EXCLUSIONS AND LIMITATIONS. THIS PLAN DOES NOT COVER CERTAIN BENEFITS, SERVICES, AND SUPPLIES. NO MEDICAL BENEFITS WILL BE PROVIDED FOR:

- **MEDICAL VISITS BY A SURGEON ON THE DAY OF SURGERY OR DURING THE ASSOCIATED FOLLOW-UP PERIOD.**
- **COSMETIC, PLASTIC, OR RECONSTRUCTIVE SURGERY, UNLESS THAT SURGERY IS FOR:
THE CORRECTION OF INJURIES SUSTAINED WHILE COVERED BY THE PLAN AND OCCURS WITHIN 24 MONTHS AFTER THE ACCIDENT OR,
BREAST RECONSTRUCTION FOLLOWING A MASTECTOMY**
- **ELECTIVE ABORTIONS**
- **PROCEDURES FOR THE REVERSAL OF VOLUNTARY STERILIZATION.**
- **TREATMENT FOR OR IN CONNECTION WITH INFERTILITY, OTHER THAN DIAGNOSTIC SERVICES, INCLUDING, BUT NOT LIMITED TO PERSONAL MONITORING, IN-VITRO FERTILIZATION, UTERINE EMBRYO LAVAGE, EMBRYO TRANSFER, ARTIFICIAL INSEMINATION, GAMETE INTRAFALLOPIAN TUBE TRANSFER (GIFT), ZYGOTE INTRAFALLOPIAN TUBE TRANSFER (ZIFT), AND FERTILITY DRUGS AND MEDICATIONS OF ANY KIND.**
- **SEX TRANSFORMATION.**
- **ANY TREATMENT, SERVICES, OR SUPPLIES FOR A CHILD BORN TO A**

DEPENDENT CHILD.

- **SURGERY TO MODIFY JAW RELATIONSHIPS INCLUDING, BUT NOT LIMITED TO, LEFORT-TYPE OPERATIONS, OSTEOPLASTY, AND GENIOPLASTY PROCEDURES.**
- **HOSPITAL CHARGES FOR PERSONAL COMFORT ITEMS, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELEVISION, COSMETICS, GUEST TRAYS, MAGAZINES, AND BED OR COTS FOR FAMILY MEMBERS OR OTHER GUESTS.**
- **CHARGES FOR TREATMENT OF CORNS, CALLUSES, OR TOENAILS, UNLESS THE CHARGES ARE FOR REMOVAL OF NAIL ROOTS OR IN CONJUNCTION WITH THE TREATMENT OF A METABOLIC OR PERIPHERAL VASCULAR DISEASE.**
- **SUPPLIES OR EQUIPMENT FOR PERSONAL HYGIENE, COMFORT OR CONVENIENCE SUCH AS, BUT NOT LIMITED TO, AIR CONDITIONING, HUMIDIFIER, PHYSICAL FITNESS AND EXERCISE EQUIPMENT, HOME TRACTION UNIT, TANNING BED, OR WATER BED.**
- **FAMILY PLANNING AND CONTRACEPTIVE MANAGEMENT (EXCEPT INJECTABLES).**
- **TAKE HOME DRUGS OR MEDICATIONS**
- **ALLERGY TESTING IN EXCESS OF MORE THAN 1 SERIES PER CALENDAR YEAR, PER INDIVIDUAL.**
- **NUTRITIONAL COUNSELING AND HEALTH EDUCATION.**
- **HOME OR VEHICLE CONSTRUCTION OR MODIFICATION FOR ANY REASON.**
- **INPATIENT HOSPICE CARE IN EXCESS OF 6 MONTHS.**
- **MASSAGE THERAPY.**
- **BIOFEEDBACK.**
- **HOT/COLD PACKS.**
- **SPEECH THERAPY WHICH IS OTHER THAN RESTORATIVE.**
- **HOMEOPATHIC TREATMENT, SERVICES OR SUPPLIES.**
- **ANY EXPENSE OR CHARGE FOR CUSTODIAL CARE.**
- **ANY CHARGES INCURRED FOR EDUCATION, TRAINING, OR ROOM AND BOARD WHILE CONFINED TO AN INSTITUTION THAT IS PRIMARILY AN INSTITUTION OF LEARNING OR TRAINING.**
- **WEIGHT LOSS PROGRAMS.**
- **GASTIC STAPLING, BANDING OR BYPASS SURGERY UNLESS FOR THE TREATMENT OF MORBID OBESITY AS DEFINED BY THE PLAN.**
THE PLAN DEFINES "MORBID OBESITY" AS A BODY MASS INDEX ("BMI") OF 35-40 AND 100 POUNDS OVER IDEAL WEIGHT OR A BMI OF 31-35 AND 100% OVER IDEAL WEIGHT.
- **SMOKING CESSATION PROGRAMS, OR ANY TREATMENT, DRUG, OR DEVICE TO ASSIST IN THE CESSATION OF SMOKING.**
- **EYE EXAMINATIONS OR HEARING EXAMINATIONS, UNLESS SUCH EXAMINATIONS ARE MADE FOR THE DIAGNOSIS OR TREATMENT OF ACCIDENTAL BODILY INJURY THAT HAPPENS WHILE COVERED UNDER THE PLAN, AND THE EXAMINATIONS ARE MADE WITHIN 12 MONTHS**

AFTER THE DATE OF THE ACCIDENT AND WHILE STILL COVERED UNDER THE PLAN.

- **EYEGASSES OR CONTACT LENSES.**
- **HEARING AIDS, UNLESS FOR CHILDREN WHOSE BILATERAL DEAFNESS OCCURRED AT, OR SHORTLY AFTER BIRTH UP TO THE AGE OF SIX (6), UPON DOCUMENTATION BY AN AUDIOGRAM OR BRAIN STEM EVOKED RESPONSE TESTING, OR OTHER APPROPRIATE OBJECTIVE TESTING WITH A FINAL DIAGNOSIS MADE PRIOR TO THE CHILD'S FOURTH (4TH) BIRTHDAY.**
- **BATTERIES OR OTHER SUPPLIES REQUIRED FOR CHILD HEARING AIDS.**
- **CHARGES FOR SERVICES RENDERED BY A CLOSE RELATIVE OF THE COVERED PERSON, INCLUDING THE IMMEDIATE FAMILY OR A PERSON RELATED BY BLOOD OR MARRIAGE, OR BY A PERSON WHO NORMALLY RESIDES IN THE SAME HOUSEHOLD AS A COVERED PERSON.**
- **CHARGES EXCEEDING REASONABLE AND CUSTOMARY CHARGES.**
- **ROUTINE PHYSICAL EXAMINATIONS FOR SCREENING, RESEARCH, EMPLOYMENT, EDUCATION OR SURVEYS.**
- **BREAST REDUCTION SURGERY UNLESS DETERMINED TO BE A MEDICALLY NECESSARY CARE AND TREATMENT.**
- **RADIAL KERATOTOMY.**
- **TELEPHONE OR ELECTRONIC CONSULTATION.**

EXPERIMENTAL, INVESTIGATIONAL AND UNPROVEN PROCEDURES

THE PLAN DOES NOT PAY FOR PROCEDURES WHICH ARE DETERMINED TO BE EXPERIMENTAL, INVESTIGATIONAL, UNPROVEN AS DEFINED BY THE PLAN.

MEDICALLY NECESSARY CARE AND TREATMENT

THE PLAN WILL ONLY PAY FOR MEDICALLY NECESSARY CARE AND TREATMENT.

DETERMINATIONS BY THE PLAN ADMINISTRATOR

THE PLAN ADMINISTRATOR ALONG WITH COMPETENT MEDICAL ADVICE HAS THE SOLE AUTHORITY TO DETERMINE WHAT CONSTITUTES MEDICALLY NECESSARY CARE AND TREATMENT, AND EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN PROCEDURES. IN ALL CASES, THE PLAN ADMINISTRATOR'S DETERMINATION WILL BE FINAL AND BINDING. HOWEVER, THOSE DETERMINATIONS ARE SOLELY FOR THE PURPOSE OF ESTABLISHING WHAT SERVICES OR COURSES OF TREATMENT ARE COVERED BY THE PLAN. ALL DECISIONS REGARDING MEDICAL TREATMENT ARE BETWEEN YOU AND YOUR DOCTOR AND SHOULD BE BASED ON ALL APPROPRIATE FACTORS, ONLY ONE OF WHICH IS THE LEVEL OF BENEFITS AVAILABLE UNDER THE PLAN. DETERMINATIONS BY THE PLAN ADMINISTRATOR ARE SUBJECT TO THE NORMAL GRIEVANCE PROCEDURE.

11.4 SURGICAL BENEFITS FOR EMPLOYEES AND DEPENDENTS IS CONTAINED IN 11.3

11.5 HOSPITAL-MEDICAL BENEFITS FOR EMPLOYEES AND DEPENDENTS IS CONTAINED IN 11.3

11.6 PRESCRIPTION DRUG BENEFITS

(A.) GENERAL. THE PLAN COVERS PRESCRIPTION MEDICATIONS FOR YOU AND YOUR COVERED DEPENDENTS. EACH TIME YOU OBTAIN A PRESCRIPTION, YOU MUST MAKE A COPAYMENT. THE PLAN ONLY COVERS PRESCRIPTION DRUGS WHICH ARE DISPENSED BY ANY PERSON OR ORGANIZATION LICENSED TO DISPENSE DRUGS UPON THE ORDER OF A DOCTOR.

(B.) BENEFITS.

THE PLAN COVERS THE FOLLOWING PRESCRIPTION DRUGS:

- 1. INJECTABLE INSULIN, OR ANY "PRESCRIPTION LEGEND DRUG" FOR WHICH A PRESCRIPTION IS REQUIRED. A PRESCRIPTION LEGEND DRUG IS ANY MEDICAL SUBSTANCE WHICH HAS BEEN APPROVED BY THE FOOD AND DRUG ADMINISTRATION AND WHICH, UNDER FEDERAL OR STATE LAW, CAN BE DISPENSED ONLY BY A PRESCRIPTION FROM A LICENSED DOCTOR. PRESCRIPTION LEGEND DRUGS MUST BEAR THE LABEL: "CAUTION: FEDERAL LAW PROHIBITS DISPENSING WITHOUT A PRESCRIPTION."**
- 2. A COMPOUND MEDICATION OF WHICH AT LEAST ONE (1) INGREDIENT IS A PRESCRIPTION LEGEND DRUG.**
- 3. DIABETIC NEEDLES AND SYRINGES, UNDER THE MAIL ORDER PROGRAM ONLY.**
- 4. ANY OTHER DRUG, WHICH UNDER APPLICABLE STATE LAW, MAY ONLY BE DISPENSED UPON THE PRESCRIPTION OF A DOCTOR.**

THE PLAN'S PRESCRIPTION DRUG BENEFIT MANAGER

THE PLAN HAS CONTRACTED WITH ADVANCE PCS TO MANAGE ITS PRESCRIPTION DRUG PROGRAM. PLEASE CONTACT ADVANCE PCS DIRECTLY WITH ANY QUESTIONS ABOUT YOUR PRESCRIPTION DRUG BENEFIT. ADVANCE PCS: 1-800-966-5772

ADDITIONALLY, WE HAVE COLLEGE HILL PHARMACY WITH THE SAME CONTROLS 870-772-6969.

GENERIC DRUGS VERSUS BRAND-NAME DRUGS

THE PLAN HAS COPAYMENTS REQUIREMENTS FOR BOTH GENERIC DRUGS AND BRAND-NAME DRUGS.

A PREFERRED BRAND-NAME DRUG IS A PRESCRIPTION DRUG FOR WHICH THE MANUFACTURER HAS A PATENT. THE NAME OF THE DRUG IS USUALLY THE NAME ASSIGNED BY THE MANUFACTURER. IT IS A BRAND-NAME PRESCRIPTION DRUG WHICH ADVANCE PCS HAS SELECTED TO BE PREFERRED. PREFERRED BRAND DRUGS ARE MORE COST EFFECTIVE THAN OTHER BRAND-NAME DRUGS AND AS A RESULT YOUR COPAYMENT IS REDUCED. AN UPDATED LIST OF PREFERRED BRAND DRUGS WILL BE PROVIDED TO YOU AT THE BEGINNING OF EACH YEAR, AND IS ALSO AVAILABLE TO ALL PHYSICIANS ACROSS THE COUNTRY.

A NON-PREFERRED BRAND DRUG IS A BRAND NAME PRESCRIPTION DRUG NOT APPEARING ON THE ADVANCE PCS LIST OF "PREFERRED DRUGS." NON-PREFERRED BRAND DRUGS REQUIRE A HIGHER COPAYMENT (APPLICABLE EVEN IF A PREFERRED BRAND OR GENERIC IS NOT AVAILABLE).

A GENERIC DRUG IS A PRESCRIPTION DRUG WHICH IS A CHEMICAL EQUIVALENT COPY OF A BRAND-NAME DRUG. GENERIC DRUGS ARE FORMULATED UPON A MANUFACTURER'S BRAND-NAME DRUG PATENT EXPIRATION. GENERIC DRUGS ARE USUALLY LESS EXPENSIVE THAN BRANDED DRUGS AND ARE USUALLY SOLD BY THEIR CHEMICAL FORMULA OR "GENERIC" NAME. FOR EXAMPLE, VALIUM IS A BRAND-NAME DRUG, WHEREAS DIAZEPAM IS ITS CHEMICALLY EQUIVALENT GENERIC.

PRESCRIPTIONS FROM NON-PARTICIPATING PHARMACIES

ADVANCE PCS AND COLLEGE HILL PHARMACY ARE THE PLAN'S PPO PROVIDERS. IF YOU OBTAIN YOUR PRESCRIPTION FROM A PPO PROVIDER, YOU ONLY PAY THE APPLICABLE COPAYMENT. IF YOU OBTAIN YOUR PRESCRIPTION FROM A PHARMACY THAT IS NOT A PPO PROVIDER, YOU ARE REQUIRED TO PAY THE DISPENSING FEE FOR THE DRUG (WHICH IS THE FEE THAT THE INDIVIDUAL PHARMACY MOST FREQUENTLY CHARGES CUSTOMERS FOR DISPENSING DRUGS), PLUS:

1. THE ACTUAL COST OF THE COVERED PRESCRIPTION TO THE PHARMACY; PLUS
2. THE APPLICABLE STATE SALES TAX FOR THE COVERED PRESCRIPTION DRUG, LESS THE APPLICABLE COPAYMENT, WHICH IS AS FOLLOWS:

PREFERRED BRAND-NAME . THE GREATER OF 20% OF THE COST OR \$20

NON-PREFERRED BRAND ... THE GREATER OF 20% OF THE COST OR \$50

GENERIC THE GREATER OF 10% OF THE COST OR \$10

IF A GENERIC DRUG IS AVAILABLE BUT A BRAND NAME IS PURCHASED FOR ANY REASON, YOU WILL PAY THE GENERIC COPAY, PLUS THE DIFFERENCE BETWEEN THE COST OF THE BRAND NAME AND THE COST OF THE GENERIC. THIS INCLUDES EVEN WHEN THE PHYSICIAN WRITES "DISPENSE AS WRITTEN."

INITIAL PRESCRIPTIONS, REFILLS AND MAINTENANCE DRUGS

THE COPAYMENTS LISTED ABOVE ARE APPLICABLE TO THE INITIAL REQUIREMENT FOR EACH PRESCRIPTION OF THIRTY (30) DAYS OR LESS. WHEN A REFILL OR REFILLS OF THE FIRST PRESCRIPTION ARE REQUIRED AND THE COMBINED TOTAL REQUIREMENT EXCEEDS A THIRTY (30) DAY DRUG SUPPLY, THE DRUG IS CONSIDERED A MAINTENANCE DRUG. MAINTENANCE DRUGS ARE ONLY AVAILABLE THROUGH THE PLAN'S MAIL ORDER PHARMACY PROGRAM.

YOUR COST OF MAINTENANCE DRUGS (MAIL ORDER) IS AS FOLLOWS:

PREFERRED BRAND NAME \$50 AS FULL PAYMENT FOR THE PRESCRIPTION

NON-PREFERRED BRAND NAME \$125 AS FULL PAYMENT FOR THE PRESCRIPTION

GENERIC \$25 AS FULL PAYMENT FOR THE PRESCRIPTION

IMPORTANT NOTE: IF A GENERIC DRUG IS AVAILABLE BUT A BRAND NAME IS PURCHASED FOR ANY REASON, YOU WILL PAY THE GENERIC COPAY, PLUS THE DIFFERENCE BETWEEN THE COST OF THE BRAND NAME AND THE COST OF THE GENERIC. THIS INCLUDES EVEN WHEN THE PHYSICIAN WRITES "DISPENSE AS WRITTEN."

THE BRAND-NAME OR GENERIC COPAYMENT FOR MAINTENANCE DRUGS IS APPLICABLE TO EACH MAIL ORDER PRESCRIPTION WITH A MAXIMUM NINETY (90) DAY SUPPLY.

PRESCRIPTION DRUG BENEFITS: SPECIFIC BENEFIT EXCLUSIONS AND LIMITATIONS

THE PLAN DOES NOT COVER CERTAIN BENEFITS, SERVICES, AND SUPPLIES. NO PRESCRIPTION DRUG BENEFITS WILL BE PROVIDED FOR:

- **ANTI-WRINKLE AGENTS**
- **CONTRACEPTIVES, ORAL OR OTHER, WHETHER MEDICATION OR DEVICE, REGARDLESS OF INTENDED USE EXCEPT MAIL ORDER ORAL CONTRACEPTIVES FOR THE EMPLOYEE AND SPOUSE ONLY.**

- **COSMETIC HAIR REMOVAL PRODUCTS**
- **GROWTH HORMONES**
- **HAIR GROWTH STIMULANTS**
- **IMMUNIZATION AGENTS, BLOOD, OR BLOOD PLASMA.**
- **NORPLANT**
- **THERAPEUTIC DEVICES OR APPLIANCES.**
- **CHARGES FOR THE INJECTION OF ANY DRUG.**
- **MEDICATIONS WHICH ARE PRESCRIBED, DISPENSED, OR INTENDED FOR USE WHILE THE ELIGIBLE EMPLOYEE OR DEPENDENT IS CONFINED IN A HOSPITAL, SKILLED NURSING FACILITY, OUTPATIENT SURGICAL CENTER, AMBULATORY SURGICAL CENTER, OR OTHER FACILITY WHICH OPERATES ON ITS OWN, OR ALLOWS TO BE OPERATED, A FACILITY FOR DISPENSING PHARMACEUTICALS.**
- **EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN PROCEDURE MEDICATIONS, MEDICATIONS USED FOR EXPERIMENTAL INDICATIONS AND/OR DOSAGE REGIMENS DETERMINED BY THE PLAN TO BE EXPERIMENTAL.**
- **PRESCRIPTION DRUGS PRESCRIBED TO TREAT INFERTILITY.**
- **PRESCRIPTION DRUG PRODUCTS FOR ANY CONDITION, ILLNESS OR INJURY ARISING OUT OF, OR IN THE COURSE OF EMPLOYMENT FOR WHICH BENEFITS ARE AVAILABLE UNDER WORKER'S COMPENSATION LAW OR OTHER SIMILAR LAWS, WHETHER OR NOT A CLAIM FOR SUCH BENEFITS IS MADE OR PAYMENT OR BENEFITS ARE RECEIVED.**
- **ANY PRODUCT DISPENSED FOR THE PURPOSE OF APPETITE SUPPRESSION AND OTHER WEIGHT LOSS PRODUCTS.**
- **DRUGS AVAILABLE OVER-THE-COUNTER THAT DO NOT REQUIRE A PRESCRIPTION.**
- **GENERAL AND INJECTABLE VITAMINS, EXCEPT FOR PRENATAL VITAMINS.**
- **MEDICATIONS FOR COSMETIC PURPOSES, AS DETERMINED BY THE PLAN.**

11.7 DENTAL BENEFITS FOR EMPLOYEES AND DEPENDENTS

BENEFITS WILL BE PAYABLE FOR ELIGIBLE CHARGES INCLUDING LOCAL AND GENERAL ANESTHESIA CHARGES WHICH ARE INCURRED IN CONNECTION WITH A NON-OCCUPATIONAL ACCIDENT OR SICKNESS OF AN EMPLOYEE OR HIS ELIGIBLE DEPENDENT FOR THE PROCEDURES, PERFORMED BY A DOCTOR OF DENTAL SURGERY (D.D.S.) OR DOCTOR OF MEDICINE (M.D.) ACTING WITHIN THE SCOPE OF HIS LICENSE, WHICH ARE DESCRIBED IN THE SCHEDULE OF DENTAL PROCEDURES (MADE A PART HEREOF BY REFERENCE).

BENEFITS WILL ALSO BE PAID FOR SUCH ELIGIBLE CHARGES WHICH ARE FOR TREATMENT OF A FRACTURED JAW OR OF ACCIDENTAL INJURIES TO NATURAL TEETH WITHIN TWELVE (12) MONTHS OF THE ACCIDENT (INCLUDING REPLACEMENT OF SUCH NATURAL TEETH WITHIN SUCH PERIOD).

WHENEVER BENEFITS ARE PROVIDED IN ACCORDANCE WITH THE FOREGOING PARAGRAPHS, THE AMOUNT OF ANY SUCH BENEFIT WILL BE DETERMINED ON THE BASIS OF A "REASONABLE AND CUSTOMARY" FEE FOR THE SERVICES PERFORMED.

11.8 DOCTOR AND SPECIALIST SERVICES AND SUPPLIES

- **DOCTOR OFFICE VISITS, INCLUDING FOR WELL WOMEN CARE, AND CONSULTATIVE VISIT SERVICES RENDERED BY A COVERED PROVIDER.**
- **DOCTOR ORDERED X-RAY EXAMINATIONS, DIAGNOSTIC TESTS, AND LABORATORY TESTS.**
- **ROUTINE ADULT PHYSICAL EXAMINATIONS (AND ASSOCIATED DIAGNOSTIC TESTING IF PERFORMED AS PART OF THE PHYSICAL EXAMINATION) SUBJECT TO A \$200.00 ANNUAL MAXIMUM, PER INDIVIDUAL.**
- **ADULT PREVENTIVE TESTING, SUBJECT TO APPLICABLE DEDUCTIBLES, COPAYMENTS, AND COINSURANCE, INCLUDING:**
 - ROUTINE MAMMOGRAMS, LIMITED TO ONE BASELINE PER INDIVIDUAL, BETWEEN AGES 35 AND 40, AND ONE PER CALENDAR YEAR AFTER AGE 40.**
 - ROUTINE PAP SMEARS, LIMITED TO ONE PER INDIVIDUAL PER CALENDAR YEAR AT AGE 18.**
 - ROUTINE PROSTATE SPECIFIC ANTIGEN (PSA) TEST LIMITED TO ONE PER CALENDAR YEAR AFTER AGE 50.**
- **WELL-BABY CARE FOR CHILDREN FROM BIRTH TO AGE 4, INCLUDING ROUTINE DIAGNOSTIC TESTS, LABORATORY TESTS, AND IMMUNIZATIONS, SUBJECT TO A \$500.00 ANNUAL MAXIMUM PER INDIVIDUAL.**
- **ALLERGY TESTING SERVICES AND ALLERGY INJECTIONS, SUBJECT TO A MAXIMUM OF ONE SERIES OF ALLERGY TESTS PER CALENDAR YEAR PER INDIVIDUAL.**
- **PODIATRY CARE.**
- **CHIROPRACTIC CARE, LIMITED TO TREATMENT BY MANIPULATION ASSOCIATED WITH MUSCULOSKELETAL DIAGNOSES, SUBJECT TO THE FOLLOWING:**

**ANNUAL BENEFIT MAXIMUM OF \$1000 PER INDIVIDUAL
ONE SPINAL X-RAY PER CALENDAR YEAR PER INDIVIDUAL
SERVICES PROVIDED ONLY BY A LICENSED DOCTOR OF
CHIROPRACTIC**

- **PHYSICAL THERAPY SERVICES.**
- **RESTORATIVE SPEECH THERAPY SERVICES**
- **ARTIFICIAL HEARING AIDS FOR A CHILD WHOSE BILATERAL DEAFNESS OCCURRED AT, OR SHORTLY AFTER BIRTH UP TO THE AGE OF SIX (6), UPON DOCUMENTATION BY AN AUDIOGRAM OR BRAIN STEM EVOKED RESPONSE TESTING, OR OTHER APPROPRIATE OBJECTIVE TESTING WITH A FINAL DIAGNOSIS MADE PRIOR TO THE CHILD'S FOURTH (4TH) BIRTHDAY. INCLUDES REASONABLE AND CUSTOMARY CHARGES FOR EAR MOLDS; DOES NOT INCLUDE BATTERIES OR OTHER SUPPLIES REQUIRED FOR THE HEARING AID.**
- **OCCUPATIONAL THERAPY SERVICES.**
- **CARDIAC REHABILITATION THERAPY SERVICES. INJECTABLE DRUGS OBTAINED AT A DOCTOR'S OFFICE OR PURCHASED AT A PHARMACY, IF APPROVED AS MEDICALLY NECESSARY CARE AND TREATMENT.**
- **GROWTH HORMONES IF APPROVED AS MEDICALLY NECESSARY CARE AND TREATMENT.**
- **ACUPUNCTURE SERVICES RENDERED BY A LICENSED ACUPUNCTURIST.**
- **EXAMINATIONS, DIAGNOSTIC TESTS AND LABORATORY TESTS RELATING TO INFERTILITY.**
- **TEMPOROMANDIBULAR JOINT (TMJ) SYNDROME –**
 - (A.) **CHARGES FOR NECESSARY DIAGNOSTIC X-RAYS DIRECTLY CONNECTED WITH TMJ SYNDROME.**
 - (B.) **THE REASONABLE AND CUSTOMARY CHARGES FOR OPERATIVE AND CUTTING PROCEDURES ON THE JAW DIRECTLY CONNECTED WITH TMJ SYNDROME PAID AT 80%, IN-NETWORK 70% OUT-OF-NETWORK.**
 - (C.) **OTHER CHARGES FOR PROFESSIONAL SERVICES DIRECTLY CONNECTED WITH TMJ SYNDROME. THE MAXIMUM LIFETIME ALLOWANCE FOR EACH ELIGIBLE PERSON SHALL BE \$2,000.00.**

EXCLUSIONS:

- (I.) ORTHODONTIC APPLIANCES (BRACES).**
- (II.) CROWNS, BRIDGES, OR PARTIAL DENTURES.**

- **DIABETIC SUPPLIES SUCH AS LANCETS, GLUCOMETER AND TEST STRIPS.**

INPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE

- **INPATIENT SERVICES AT A LICENSED MENTAL HEALTH FACILITY, SUBJECT TO AN ANNUAL MAXIMUM PER PERSON OF 30 DAYS PER CALENDAR YEAR, INCLUDING CRISIS INTERVENTION, INDIVIDUAL AND FAMILY THERAPY, GROUP THERAPY, AND PSYCHOLOGICAL COUNSELING.**
- **INPATIENT SUBSTANCE ABUSE SERVICES, AT A LICENSED SUBSTANCE ABUSE FACILITY, SUBJECT TO AN ANNUAL MAXIMUM PER PERSON OF 30 DAYS PER CALENDAR YEAR, PER INDIVIDUAL, AND A LIFETIME MAXIMUM OF 60 DAYS, PER INDIVIDUAL.**
- **PARTIAL DAY PROGRAMS AT A LICENSED MENTAL HEALTH FACILITY, SUBJECT TO AN ANNUAL MAXIMUM OF 30 DAYS PER PERSON PER CALENDAR YEAR. TWO (2) PARTIAL DAYS EQUAL ONE FULL HOSPITAL DAY.**

OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE

- **TREATMENT FOR OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE, UP TO ANNUAL MAXIMUM OF 30 VISITS PER PERSON PER CALENDAR YEAR FOR OUTPATIENT TREATMENT.**

CHARGES SUBJECT TO THE DEDUCTIBLE AND/OR COPAYMENT FOR OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS DO NOT ACCUMULATE TOWARD YOUR OUT-OF-POCKET MAXIMUMS. THEREFORE IF YOUR MEDICAL OUT-OF-POCKET MAXIMUMS ARE MET, YOUR MENTAL HEALTH/SUBSTANCE ABUSE SERVICES CONTINUE TO BE SUBJECT TO COPAYMENTS AND COINSURANCE.

THE PLAN INCLUDES DIFFERENT COPAYMENT AND/OR COINSURANCE AMOUNTS YOU MUST PAY FOR OUTPATIENT MENTAL HEALTH BENEFITS, DEPENDING ON THE NUMBER OF VISITS. SEE PAGE 1 FOR SPECIFIC OUTPATIENT MENTAL HEALTH/SUBSTANCE ABUSE PAYMENT INFORMATION.

11.9 ELIGIBILITY FOR INSURANCE

THE PLAN COVERS YOU AND YOUR ELIGIBLE DEPENDENTS. EMPLOYEES WILL BE COVERED ON THE 1ST DAY OF THE MONTH AFTER THE MONTH OF THE EMPLOYEE'S HIRE DATE PROVIDED THEY ARE ACTIVELY AT WORK ON

SUCH DATE. COVERAGE FOR AN EMPLOYEE'S DEPENDENTS WILL BECOME EFFECTIVE ON THE SAME DATE AS THE EMPLOYEE'S COVERAGE EXCEPT THAT IF A DEPENDENT OTHER THAN A NEW-BORN BABY IS CONFINED IN A HOSPITAL WHEN THE COVERAGE FOR THAT DEPENDENT WOULD OTHERWISE BECOME EFFECTIVE, THE COVERAGE WILL BECOME EFFECTIVE UPON FINAL DISCHARGE FROM THE HOSPITAL.

FOR PURPOSES OF THIS PLAN, YOUR ELIGIBLE DEPENDENTS ARE:

1. YOUR LEGALLY RECOGNIZED SPOUSE.
2. CHILDREN WHO ARE WHOLLY DEPENDENT UPON YOU FOR SUPPORT AND MAINTENANCE IN ACCORDANCE WITH THE TAX CODE, INCLUDING:
 - YOUR UNMARRIED CHILDREN (HAVING NEVER BEEN MARRIED) TO AGE 19;
 - YOUR UNMARRIED CHILDREN (HAVING NEVER BEEN MARRIED) TO THE EARLIER OF THREE MONTHS FOLLOWING TERMINATION OF FULL-TIME STUDENT STATUS OR TO AGE 25, WHO ARE FULL-TIME STUDENTS IN AN ACCREDITED SCHOOL. YOU WILL BE REQUIRED TO SUBMIT PROOF OF FULL-TIME STUDENT STATUS TO THE PLAN TO CONTINUE COVERAGE.
 - CHILDREN, INCLUDING STEPCHILDREN (HOWEVER, THE COMPANY WILL NO LONGER ADD STEP-CHILDREN OR FOSTER CHILDREN BEGINNING MARCH 9, 2002 AS COVERED DEPENDENTS), LEGALLY ADOPTED CHILDREN, AND CHILDREN OVER WHOM YOU HAVE LEGAL GUARDIANSHIP, PROVIDED THAT THEY RESIDE WITH YOU IN A NORMAL PARENT/CHILD RELATIONSHIP. ELIGIBILITY IS SUBJECT TO APPROPRIATE LEGAL DOCUMENTATION.
 - A CHILD FOR WHOM YOU ARE REQUIRED TO PROVIDE HEALTH INSURANCE UNDER A QUALIFIED MEDICAL CHILD SUPPORT ORDER.
 - A CHILD WHO IS PHYSICALLY OR MENTALLY INCAPABLE OF SELF-SUPPORT AND IS 19 YEARS OR OLDER, SUBJECT TO A DOCTOR'S WRITTEN CERTIFICATION.

ADDITIONS OF A SPOUSE OR DEPENDENT CHILDREN DUE TO A QUALIFYING EVENT WILL BE EFFECTIVE AS OF THE DATE OF THE QUALIFYING EVENT, PROVIDED THAT YOU NOTIFY COOPER WITHIN 31 DAYS OF THE QUALIFYING EVENT. IF YOU DO NOT NOTIFY COOPER WITHIN 31 DAYS OF THE QUALIFYING EVENT, YOU MUST WAIT UNTIL THE NEXT OPEN ENROLLMENT PERIOD TO ADD THESE DEPENDENTS.

CAN I CHANGE MY COVERAGE?

THE BENEFITS YOU CHOOSE (SINGLE OR FAMILY) ARE IN EFFECT FOR THE ENTIRE YEAR, UNLESS YOU EXPERIENCE A QUALIFIED STATUS CHANGE. IF YOU WANT TO CHANGE COVERAGE WHEN YOU EXPERIENCE A QUALIFIED STATUS CHANGE, YOU MUST CHANGE YOUR BENEFIT CHOICES WITHIN 31 DAYS OF THE EVENT. IF YOU DO NOT CHANGE YOUR BENEFIT CHOICES WITHIN 31

DAYS OF A QUALIFIED STATUS CHANGE YOU WILL NOT BE ELIGIBLE TO MAKE A CHANGE UNTIL THE NEXT ANNUAL OPEN ENROLLMENT.

QUALIFIED STATUS CHANGES INCLUDE THE FOLLOWING:

- **YOU GAIN OR LOSE A DEPENDENT, THROUGH AN EVENT SUCH AS BIRTH, ADOPTION, MARRIAGE, DIVORCE, OR DEATH.**
- **YOUR SPOUSE OR DEPENDENT IS NO LONGER ELIGIBLE, OR IS NEWLY ELIGIBLE, FOR BENEFITS UNDER THE PLAN.**
- **YOUR SPOUSE OR DEPENDENT'S ELIGIBILITY THROUGH HIS OR HER OWN EMPLOYER CHANGES.**
- **YOUR EMPLOYMENT STATUS CHANGES FROM ELIGIBLE TO INELIGIBLE, OR VICE VERSA; OR**
- **YOU OR YOUR DEPENDENT BECOMES ENTITLED TO MEDICARE OR MEDICAID.**

WHAT IF MY SPOUSE AND I BOTH WORK AT COOPER?

IF YOU ARE MARRIED TO ANOTHER COOPER EMPLOYEE WHO IS ELIGIBLE FOR PLAN BENEFITS, YOU CANNOT BE COVERED AS BOTH AN EMPLOYEE AND A DEPENDENT. FOR PURPOSES OF THE MEDICAL PLAN, IF YOU AND YOUR SPOUSE HAVE NO ADDITIONAL DEPENDENTS, EACH OF YOU MUST ENROLL IN EMPLOYEE-ONLY COVERAGE. IF YOU AND YOUR SPOUSE TOGETHER HAVE ADDITIONAL CHILDREN FROM YOUR MARRIAGE, THE EMPLOYEE WITH THE EARLIER CALENDAR YEAR BIRTH DATE IS RESPONSIBLE FOR COVERING YOUR ENTIRE FAMILY (YOU MUST SELECT EMPLOYEE + TWO OR MORE COVERAGE) AND YOUR SPOUSE MUST SELECT "NO-COVERAGE." FOR ADDITIONAL INFORMATION, SEE COORDINATION OF BENEFITS.

BENEFIT OPTIONS AND COST (BEGINNING MARCH 2005)

THE PLAN OFFERS YOU THE OPTION TO ENROLL YOURSELF, YOUR SPOUSE, AND YOUR DEPENDENTS FOR MEDICAL/PRESCRIPTION DRUG BENEFITS. YOU MAY SELECT COVERAGE FOR EMPLOYEE ONLY, EMPLOYEE PLUS ONE DEPENDENT, AND EMPLOYEE PLUS TWO OR MORE DEPENDENTS. EMPLOYEE CONTRIBUTIONS MUST BE MADE NO LESS THAN MONTHLY TO CONTINUE THESE BENEFITS IN EFFECT. FOR EMPLOYEES ACTIVELY AT WORK, THE CONTRIBUTIONS WILL BE DEDUCTED WEEKLY. THE PLANNED CONTRIBUTIONS FOR THE CONTRACT TERM ARE;

EMPLOYEE ONLY	\$ 9.20 PER WEEK
EMPLOYEE PLUS ONE DEPENDENT	\$ 15.80 PER WEEK
EMPLOYEE PLUS TWO OR MORE	\$ 22.42 PER WEEK

11.10 LAYOFF

- (A.) **IN THE EVENT OF LAYOFF, COVERAGE UNDER THIS ARTICLE WILL BE CONTINUED FOR A PERIOD NOT TO EXCEED THREE (3) MONTHS FOLLOWING THE TIME OF LAYOFF.**
- (B.) **IN ANY MONTH WHICH THE EMPLOYEE IS ON LAYOFF FOR ONE OF THE REASONS SET FORTH IN ARTICLE I, SECTION 4 OF THE AGREEMENT ON SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND WITH RESPECT TO SUCH MONTH RECEIVES NO EARNINGS FOR WORK PERFORMED FOR THE COMPANY, THE COMPANY SHALL PROVIDE CONTINUED COVERAGE FOR A MAXIMUM PERIOD DETERMINED IN ACCORDANCE WITH THE FOLLOWING TABLE PROVIDED EMPLOYEE CONTINUES THEIR CONTRIBUTIONS (PREMIUMS) TO THE PLAN:**

MAXIMUM NUMBER OF FULL WEEKLY S.U.BENEFITS TO WHICH EMPLOYEE'S CREDIT UNITS AS OF LAST DAY WORKED PRIOR TO LAYOFF WOULD ENTITLE HIM

MAXIMUM NUMBER OF MONTHS FOR WHICH HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION CARE AND MAJOR MEDICAL COVERAGES WILL BE CONTINUED WITHOUT COST TO THE EMPLOYEE

16-19	1
20-23	2
24-27	3
28-31	4
32-35	5
36-39	6
40-43	7
44-47	8
48-52	9

IN APPLYING THE ABOVE TABLE, THE "MAXIMUM NUMBER OF FULL WEEKLY S.U.BENEFITS TO WHICH EMPLOYEE'S CREDIT UNITS AS OF LAST DAY WORKED PRIOR TO LAYOFF WOULD ENTITLE HIM" SHALL BE DETERMINED BY DIVIDING THE NUMBER OF THE EMPLOYEE'S CREDIT UNITS UNDER THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN BY THE NUMBER OF CREDIT UNITS TO BE CANCELLED FOR ONE S.U.BENEFIT IN ACCORDANCE WITH THE CREDIT UNIT CANCELLATION TABLE CONTAINED IN ARTICLE III, SECTION 4 OF SUCH SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN, BASED ON THE EMPLOYEE'S CONTINUOUS SERVICE CREDIT AND THE TRUST FUND POSITION IN EFFECT AS OF THE LAST DAY WORKED PRIOR TO LAYOFF. THE "MAXIMUM NUMBER OF MONTHS FOR WHICH MEDICAL, DRUG, DENTAL COVERAGES WILL BE CONTINUED TO EMPLOYEE" SHALL COMMENCE THREE (3) MONTHS FROM DAY OF LAYOFF.

(i.) **WITH RESPECT TO ANY PERIOD OF CONTINUOUS LAYOFF, CHANGES IN AN EMPLOYEE'S CREDIT UNITS, CONTINUOUS SERVICE CREDIT OR TRUST FUND POSITION SUBSEQUENT TO THE DATE LAYOFF BEGINS SHALL NOT CHANGE THE NUMBER OF MONTHS OF CONTINUED COVERAGE FOR WHICH SUCH EMPLOYEE IS ELIGIBLE.**

(ii.) **IN THE EVENT THAT THE AGREEMENT ON SUPPLEMENTAL UNEMPLOYMENT BENEFITS SHALL BE TERMINATED IN ACCORDANCE WITH ITS TERM PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT ON EMPLOYEE BENEFIT PROGRAMS, THIS SUB-PARAGRAPH 11.10 (b.) SHALL THEREUPON CEASE TO HAVE ANY FORCE OR EFFECT.**

(c.) **THE MAXIMUM PERIOD OF COVERAGE UNDER PARAGRAPH 11.10 AND 11.11 SHALL BE TWENTY-FOUR (24) CONSECUTIVE MONTHS FOLLOWING THE MONTH IN WHICH THE EMPLOYEE WAS LAID OFF. FOR ANY MONTH IN THIS PERIOD NOT COVERED BY COMPANY PAYMENT, THE EMPLOYEE MAY CONTINUE THE COVERAGE BY PAYMENT IN ADVANCE AT THE MONTHLY GROUP RATE DETERMINED ANNUALLY.**

(d.) **AN EMPLOYEE LAID OFF MAY NOT CONTINUE HIS COVERAGE AS OUTLINED IN (c.) ABOVE WHILE INSURED BY ANY OTHER NON-CONTRIBUTORY PROGRAM; HOWEVER, IF HE CEASES TO BE COVERED BY ANY OTHER NON-CONTRIBUTORY PROGRAM, HE MAY THEN CONTINUE THE COVERAGE AS OUTLINED IN (c.) ABOVE FOR THE REMAINDER OF THE TWENTY-FOUR (24) MONTH PERIOD. IN ORDER TO REMAIN ELIGIBLE FOR SUCH COVERAGE, THE EMPLOYEE MUST PARTICIPATE IN THE PLAN CONTINUOUSLY, EXCEPT AS PROVIDED ABOVE.**

(e.) **THE FOREGOING SHALL BE SUBJECT TO THE COMPANY OBTAINING THE RETAINING FROM THE COMMISSIONER OF INTERNAL REVENUE THE RULINGS REFERRED TO IN SECTION 6, ARTICLE VIII, OF THE AGREEMENT ON SUPPLEMENTAL UNEMPLOYMENT BENEFITS DATED MARCH 6, 1993.**

(f.) **EMPLOYEES RE-EMPLOYED WITH CONTINUOUS SERVICE CREDIT WILL HAVE AN IMMEDIATE REINSTATEMENT OF COVERAGE UNDER THE PLAN.**

11.11 COMPLETE AND PERMANENT PLANT CLOSURE

AN EMPLOYEE WHO IS TERMINATED BECAUSE OF A COMPLETE AND PERMANENT PLANT CLOSURE, SHALL HAVE THE MEDICAL, DRUG, DENTAL AND VISION CARE BENEFITS IN EFFECT AT TERMINATION CONTINUED FOR TWELVE

(12) MONTHS FOLLOWING THE MONTH IN WHICH THE EMPLOYER FURNISHED COVERAGE UNDER THE ABOVE PARAGRAPH 11.10 CEASES, AND THEREAFTER MAY, WITHIN THIRTY-ONE DAYS FOLLOWING TERMINATION BY PAYMENT IN ADVANCE OF THE APPLICABLE MONTHLY EMPLOYEE CONTRIBUTION IN EFFECT AT THE TIME OF TERMINATION OF COVERAGE, ARRANGE TO CONTINUE THESE BENEFITS BY PAYMENT IN ADVANCE OF THE CURRENT MONTHLY GROUP RATE PREMIUM, BUT NOT FOR LONGER THAN TWENTY-FOUR (24) CONSECUTIVE MONTHS FOLLOWING THE DATE OF SUCH TERMINATION OF EMPLOYMENT DUE TO PLANT CLOSURE.

11.12 LEAVE OF ABSENCE

- (A.) DURING AUTHORIZED LEAVE OF ABSENCE COVERAGE UNDER THIS ARTICLE WILL BE CONTINUED FOR A PERIOD NOT TO EXCEED THREE (3) MONTHS. EMPLOYEES ON LEAVE OF ABSENCE EXTENDING BEYOND SUCH THREE (3) MONTH PERIOD MAY, BY APPLICATION TO THE COMPANY DURING SUCH PERIOD AND PAYMENT OF THE CURRENT GROUP RATE PREMIUM, CONTINUE SUCH COVERAGE DURING THE PERIOD OF SUCH LEAVE OF ABSENCE. AN EMPLOYEE WHO LEAVES THE EMPLOY OF THE COMPANY AS A RESULT OF BEING ELECTED OR APPOINTED TO PUBLIC OFFICE MAY, BY APPLICATION TO THE COMPANY PRIOR TO LEAVING HIS EMPLOYMENT WITH THE COMPANY AND UPON PAYMENT OF THE CURRENT GROUP RATE PREMIUM, CONTINUE SUCH COVERAGE DURING THE PERIOD OF HIS SERVICE IN SUCH OFFICE.**
- (B.) NOTWITHSTANDING THE AFOREMENTIONED, SUCH INSURANCE COVERAGES PROVIDED HEREIN SHALL BE CONTINUED IN FORCE DURING THE PERIOD OF ANY LEAVE OF ABSENCE GRANTED BY THE COMPANY FOR UNION ACTIVITIES TO THOSE EMPLOYED BY A LOCAL UNION IN AN OFFICIAL OR REPRESENTATIVE CAPACITY, INCLUDING THOSE REPRESENTING THE LOCAL UNION IN AN OFFICIAL OR REPRESENTATIVE CAPACITY WITH A STATE, COUNTY OR CITY COUNCIL OF THE AFL-CIO.**

11.13 INJURY OR SICKNESS

EMPLOYEES OFF WORK DUE TO INJURY OR SICKNESS WILL CONTINUE TO BE INSURED SUBJECT TO THE PROVISIONS OF THE PROGRAM, DURING THE PERIOD IN WHICH THEY ACCUMULATE CONTINUOUS SERVICE CREDIT.

11.14 TERMINATION OF INSURANCE

- (A.) EXCEPT AS DESCRIBED IN PARAGRAPH 11.10, 11.11, 11.12, 11.13, AND 11.15, ALL INSURANCE WILL TERMINATE WHEN ACTIVE EMPLOYMENT WITH THE COMPANY TERMINATES EXCEPT AS FOLLOWS:**

- (1.) THE MEDICAL BENEFITS FOR AN EMPLOYEE OR DEPENDENT WILL BE EXTENDED FOR THREE (3) MONTHS FOLLOWING TERMINATION**

OF INSURANCE TO COVER A HOSPITAL CONFINEMENT OR AN OPERATION RESULTING FROM A CONTINUOUS TOTAL DISABILITY WHICH BEGAN WHILE THE INSURANCE WAS IN FORCE.

- (2.) COVERAGE WILL BE EXTENDED AT THE APPLICABLE MONTHLY EMPLOYEE CONTRIBUTION FOR NINE (9) MONTHS FOR THE SPOUSE AND DEPENDENT CHILDREN OF AN EMPLOYEE WHO DIES WHILE ON THE ACTIVE ROLLS OF THE COMPANY, WHO WAS OFF WORK DUE TO INJURY OR SICKNESS (AND ACCUMULATING CONTINUOUS SERVICE CREDIT) WAS ON LAYOFF WITH PARAGRAPH 11.10 COVERAGE PROVIDED CONTINUOUSLY UNDER PARAGRAPH 11.10, WAS ON AUTHORIZED LEAVE OF ABSENCE FOR A PERIOD NOT TO EXCEED NINETY (90) DAYS, OR WAS ON AN AUTHORIZED LEAVE OF ABSENCE FOR SERVICE WITH A LOCAL UNION IN AN OFFICIAL OR REPRESENTATIVE CAPACITY. THE SURVIVING SPOUSE OF A DECEASED EMPLOYEE MAY ELECT, WITHIN SUCH SIX (6) MONTH PERIOD, TO EXTEND SUCH COVERAGE FOR AN ADDITIONAL PERIOD NOT TO EXCEED TWENTY-FOUR (24) MONTHS FROM THE DATE OF THE EMPLOYEE'S DEATH, BY MAKING PAYMENT, IN ADVANCE AT AN ANNUALLY DETERMINED MONTHLY GROUP RATE. SUCH PAYMENT IS TO BE MADE IN MONTHLY INSTALLMENTS PAID DIRECTLY TO THE COMPANY. IN THE EVENT THE COVERED SPOUSE SHOULD DIE DURING THE ABOVE MENTIONED TWENTY-FOUR (24) MONTH PERIOD, COVERAGE FOR EACH DEPENDENT CHILD MAY BE EXTENDED FOR THE REMAINDER OF THE TWENTY-FOUR (24) MONTH PERIOD OR UNTIL SUCH DEPENDENT FAILS TO QUALIFY AS SUCH, WHICHEVER SHALL OCCUR FIRST.
- (3.) THE BENEFITS PROVIDED UNDER THIS ARTICLE SHALL CONTINUE FOR THE SPOUSE AND DEPENDENTS OF AN EMPLOYEE WHO DIES AND AT THE DATE OF HIS DEATH WAS ELIGIBLE FOR SAID BENEFITS, HAD ATTAINED AGE FIFTY-FIVE (55) OR MORE AND (i) HAD TEN (10) OR MORE YEARS OF CONTINUOUS SERVICE CREDIT OR (ii) HAS TWENTY-THREE (23) OR MORE YEARS OF CONTINUOUS SERVICE CREDIT, AND WAS ON THE ACTIVE ROLLS OF THE COMPANY, WAS OFF WORK DUE TO INJURY OR SICKNESS (AND ACCUMULATING CONTINUOUS SERVICE CREDIT), WAS ON LAYOFF WITH PARAGRAPH 11.10 COVERAGE PROVIDED CONTINUOUSLY UNDER PARAGRAPH 11.10, WAS ON AUTHORIZED LEAVE OF ABSENCE FOR A PERIOD NOT TO EXCEED NINETY (90) DAYS, OR WAS ON AUTHORIZED LEAVE OF ABSENCE FOR SERVICES WITH THE LOCAL UNION IN AN OFFICIAL OR REPRESENTATIVE CAPACITY BY PAYMENT IN ADVANCE OF THE APPLICABLE MONTHLY EMPLOYEE CONTRIBUTION.

SUCH COVERAGE SHALL TERMINATE WHEN SUCH SPOUSE REMARRIES OR DIES; PROVIDED THAT SUCH COVERED DEPENDENT SHALL CONTINUE AFTER THE DEATH OF THE SPOUSE SO LONG AS THE DEPENDENT CONTINUES TO QUALIFY AS SUCH.

(4.) CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

IF YOU OR YOUR DEPENDENTS LOSE COVERAGE UNDER THE PLAN, YOU HAVE THE RIGHT, IN CERTAIN SITUATIONS, TO TEMPORARILY CONTINUE COVERAGE, AT YOUR EXPENSE, BEYOND THE DATE IT WOULD OTHERWISE END.

THIS RIGHT IS GUARANTEED UNDER THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985, AS AMENDED (COBRA).

COBRA BENEFIT ADMINISTRATION FOR YOUR PLAN IS PERFORMED BY:

**HEALTH DESIGN PLUS, INC.
1755 GEORGETOWN ROAD
HUDSON, OHIO 44236
PHONE: (330) 656-1072
FAX: (330) 656-9387 OR
1-877-286-3559**

WHO CAN ELECT COBRA COVERAGE?

COBRA CONTINUATION COVERAGE CAN BE CHOSEN BY AN EMPLOYEE OR DEPENDENT IF HIS OR HER COVERAGE IS LOST DUE TO A "QUALIFYING EVENT."

WHAT IS A QUALIFYING EVENT?

A QUALIFYING EVENT IS ANY OF THE FOLLOWING EVENTS IF IT WOULD RESULT IN A LOSS OF COVERAGE:

- **YOUR DEATH;**
- **YOUR LOSS OF ELIGIBILITY DUE TO:**
 1. **TERMINATION OF YOUR EMPLOYMENT (EXCEPT FOR GROSS MISCONDUCT);**
 2. **A CHANGE IN YOUR EMPLOYMENT STATUS FROM FULL-TIME TO PART-TIME;**
 3. **THE LAST DAY OF A LEAVE OF ABSENCE GOVERNED BY AND CONFORMING TO THE REQUIREMENTS OF THE FAMILY AND MEDICAL LEAVE ACT OF 1993, AS AMENDED, IF YOU DON'T RETURN TO WORK AT THE END OF THAT LEAVE;**
 4. **A DIVORCE OR LEGAL SEPARATION FROM YOUR SPOUSE;**
 5. **A CHILD NO LONGER MEETING THE PLAN'S DEFINITION OF**

DEPENDENT; OR
6. YOUR ENTITLEMENT TO MEDICARE.

IS COBRA COVERAGE AUTOMATIC?

No. COBRA CONTINUATION COVERAGE IS NOT AUTOMATIC. IT MUST BE ELECTED, AND THE REQUIRED PREMIUMS MUST BE PAID WHEN DUE. A PREMIUM WILL BE CHARGED UNDER COBRA AS ALLOWED BY FEDERAL LAW.

WHAT COVERAGE CAN BE CONTINUED?

BY ELECTING COBRA COVERAGE, YOU HAVE THE SAME OPTIONS AND CAN CONTINUE THE SAME HEALTHCARE COVERAGE AVAILABLE TO OTHER PLAN PARTICIPANTS, INCLUDING THE HEALTH CARE SPENDING ACCOUNT.

IN ADDITION TO HOSPITAL AND MEDICAL/PRESCRIPTION DRUG BENEFITS, HEALTHCARE COVERAGE INCLUDES VISION CARE BENEFITS, IF APPLICABLE.

HOW LONG CAN COVERAGE BE CONTINUED?

THE MAXIMUM PERIOD FOR WHICH COBRA COVERAGE CAN BE CONTINUED DEPENDS UPON THE TYPE OF QUALIFYING EVENT AND WHEN IT OCCURS.

IF YOU TERMINATE EMPLOYMENT OR IF YOUR EMPLOYMENT STATUS CHANGES FROM FULL-TIME TO PART-TIME, THE MAXIMUM PERIOD FOR WHICH COVERAGE CAN BE CONTINUED IS 18 MONTHS FROM THE DATE OF THE QUALIFYING EVENT.

HOWEVER, IF YOU OR A COVERED DEPENDENT ARE DETERMINED TO BE DISABLED ACCORDING TO THE TERMS OF THE SOCIAL SECURITY ACT OF 1965 (AS AMENDED) ON THE DATE COVERAGE WOULD OTHERWISE END OR ANYTIME DURING THE FIRST 60 DAYS OF CONTINUATION COVERAGE, THE MAXIMUM PERIOD FOR WHICH COVERAGE FOR YOU AND YOUR COVERED DEPENDENTS CAN BE CONTINUED IS 29 MONTHS FROM THE DATE OF THE QUALIFYING EVENT, PROVIDED THE PLAN RECEIVES THE REQUIRED NOTICE OF DISABILITY DURING THE INITIAL 18-MONTH PERIOD.

DISABILITY UNDER SOCIAL SECURITY IS BASED UPON YOUR INABILITY TO WORK. THE SOCIAL SECURITY ADMINISTRATION CONSIDERS YOU DISABLED UNDER SOCIAL SECURITY RULES IF YOU CANNOT DO WORK YOU DID BEFORE AND THE SOCIAL SECURITY ADMINISTRATION DETERMINES THAT YOU CANNOT ADJUST TO OTHER WORK DUE TO YOUR MEDICAL CONDITION. YOUR DISABILITY MUST ALSO BE EXPECTED TO LAST FOR AT LEAST ONE YEAR OR TO RESULT IN DEATH.

FOR ALL OTHER QUALIFYING EVENTS, COVERAGE CANNOT BE CONTINUED FOR MORE THAN 36 MONTHS FROM THE DATE OF THAT QUALIFYING EVENT.

SPECIAL COBRA RULES FOR MEDICARE ENTITLEMENT

THERE ARE SPECIAL COBRA CONTINUATION RULES THAT APPLY TO MEDICARE ENTITLEMENT:

COBRA TERMINATES ON THE DATE YOU BECOME ENTITLED TO MEDICARE.

IF YOUR COBRA CONTINUATION COVERAGE ENDS BECAUSE YOU BECOME ENTITLED TO MEDICARE, COBRA CONTINUATION COVERAGE FOR YOUR DEPENDENTS CAN BE CONTINUED FOR UP TO 36 MONTHS.

WHAT ARE THE NOTICE REQUIREMENTS?

YOU OR A DEPENDENT MUST INFORM THE PLAN WITHIN 60 DAYS OF THE FOLLOWING QUALIFYING EVENTS:

- 1. YOUR DIVORCE OR LEGAL SEPARATION; OR**
- 2. THE DATE YOUR CHILD NO LONGER QUALIFIES AS A DEPENDENT UNDER THE PLAN.**

YOU MUST ALSO INFORM THE PLAN WITHIN 60 DAYS OF THE DATE A PERSON IS DETERMINED TO BE DISABLED ACCORDING TO THE TERMS OF THE SOCIAL SECURITY ACT OF 1965 (AS AMENDED).

WHEN DOES COBRA COVERAGE TERMINATE?

A PERSON'S COBRA CONTINUATION COVERAGE WILL AUTOMATICALLY END WITH THE OCCURRENCE OF ANY OF THE FOLLOWING:

- FAILURE TO PAY ANY REQUIRED PREMIUM WHEN DUE;**
- TERMINATION OF THE PLAN;**
- ENROLLMENT IN MEDICARE; OR**
- COVERAGE UNDER ANY OTHER GROUP HEALTH PLAN THAT DOES NOT CONTAIN LIMITATIONS OR EXCLUSIONS FOR PRE-EXISTING CONDITIONS, OR TO THE EXTENT THAT ANY PRE-EXISTING CONDITION LIMITATIONS OR EXCLUSIONS NO LONGER APPLY BECAUSE OF THE TERMS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED.**

HOW DO I ADD DEPENDENTS UNDER MY COBRA COVERAGE?

IF YOU WANT TO CONTINUE DEPENDENT COVERAGE OR ADD A NEW DEPENDENT AFTER YOU ELECT COBRA CONTINUATION COVERAGE, YOU MAY DO SO IN THE SAME WAY AS ACTIVE EMPLOYEES DO UNDER THE PLAN, BY CONTACTING:

ATTN: COBRA ADMINISTRATOR

**HEALTH DESIGN PLUS, INC.
1755 GEORGETOWN ROAD
HUDSON, OHIO 44236**

WHAT ARE THE ELECTION AND PAYMENT DEADLINES?

CONTINUATION OF COVERAGE IS NOT AUTOMATIC. IT MUST BE ELECTED, AND THE REQUIRED PAYMENTS MUST BE PAID WHEN DUE.

WITHIN 45 DAYS AFTER NOTIFICATION OF A QUALIFYING EVENT, THE PLAN'S THIRD PARTY ADMINISTRATOR, HDP, WILL SEND A DESCRIPTION OF THE PLAN'S COBRA CONTINUATION OF COVERAGE RIGHTS, AND AN ELECTION FORM, TO YOU AND YOUR COVERED DEPENDENTS AT THE LAST KNOWN ADDRESS THE PLAN HAS ON FILE.

IF YOU OR A COVERED DEPENDENT WANT COBRA COVERAGE, THE COMPLETED COBRA ELECTION FORM MUST BE MAILED TO HEALTH DESIGN PLUS WITHIN 60 DAYS FROM:

THE DATE COVERAGE WOULD OTHERWISE END UNDER THE PLAN; OR

THE DATE YOU ARE NOTIFIED OF YOUR RIGHT TO COBRA CONTINUATION COVERAGE, WHICHEVER OCCURS LATER.

IF HDP RECEIVES A PERSON'S ELECTION FORM WITHIN THE 60-DAY ELECTION PERIOD, HDP WILL SEND THAT PERSON A PREMIUM NOTICE STATING THE AMOUNT OWED FOR COBRA COVERAGE. THE FIRST PAYMENT MUST EQUAL THE PREMIUMS DUE FROM THE DATE COVERAGE WOULD OTHERWISE END UNTIL THE END OF THE MONTH IN WHICH PAYMENT IS BEING MADE.

PAYMENTS FOR COBRA CONTINUATION COVERAGE MUST BE MADE BY CHECK OR MONEY ORDER, PAYABLE TO COOPER TIRE & RUBBER COMPANY, AND MUST BE MAILED TO:

**HEALTH DESIGN PLUS, INC.
1755 GEORGETOWN ROAD
HUDSON, OHIO 44236
ATTN: COBRA ADMINISTRATOR**

HEALTH DESIGN PLUS MUST RECEIVE THE FIRST PAYMENT WITHIN 45 DAYS AFTER THE DATE IT RECEIVES THE ELECTION FORM. FROM THEN ON, PAYMENTS ARE DUE ON THE FIRST DAY OF EACH MONTH FOR WHICH COVERAGE IS TO BE CONTINUED.

IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS UNDER COBRA, OR THE PROCESS FOR OBTAINING COBRA CONTINUATION COVERAGE, PLEASE CALL HDP AT:

1-877-286-3559

11.15 RETIRED EMPLOYEES

EMPLOYEES WHO RETIRE AND WHO ARE ELIGIBLE UNDER THE EMPLOYEE

BENEFIT AGREEMENT FOR A PENSION (OTHER THAN A DEFERRED VESTED PENSION), SHALL RECEIVE THE BENEFITS DESCRIBED IN THIS ARTICLE, PROVIDED, HOWEVER, THAT EACH FORMER EMPLOYEE ELIGIBLE FOR A DEFERRED VESTED PENSION WHOSE EMPLOYMENT WITH THE COMPANY IS TERMINATED AT OR AFTER HIS ATTAINMENT OF THE AGE SIXTY (60) YEARS SHALL ALSO RECEIVE SUCH BENEFITS EFFECTIVE AS OF THE LATER OF HIS NORMAL RETIREMENT DATE OR THE FIRST DAY OF THE MONTH FOR WHICH HE RECEIVES A DEFERRED VESTED PENSION. TO THE EXTENT THAT SUCH EMPLOYEES ARE COVERED HEREBY ONLY THOSE DEPENDENTS WHO ARE DEPENDENTS AT THE TIME OF THE EMPLOYEE'S RETIREMENT OR SUCH TERMINATION SHALL BE COVERED BY THIS PROVISION SO LONG AS THE DEPENDENTS CONTINUE TO QUALIFY AS SUCH.

THE SURVIVING SPOUSE OF AN EMPLOYEE WHO IS RETIRED BY THE COMPANY ON OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, PROVIDED SUCH SPOUSE, AS OF THE DATE OF DEATH OF SUCH RETIRED FORMER EMPLOYEE WAS COVERED FOR THESE BENEFITS AS AN ELIGIBLE DEPENDENT, SHALL CONTINUE TO BE ELIGIBLE TO RECEIVE SUCH BENEFITS TO THE EARLIER OF THE DATE OF DEATH OR REMARRIAGE PROVIDED SUCH SPOUSE, AS OF THE DATE OF DEATH OF SUCH RETIRED FORMER EMPLOYEE, WAS COVERED FOR THESE BENEFITS AS AN ELIGIBLE DEPENDENT AND WAS EITHER AN ELIGIBLE DEPENDENT AT THE TIME OF THE EMPLOYEE'S RETIREMENT OR HAD BEEN LEGALLY MARRIED TO THE EMPLOYEE FOR AT LEAST TWELVE (12) CONSECUTIVE MONTHS PRECEDING HIS DEATH. ALSO THE SURVIVING DEPENDENTS OF AN EMPLOYEE WHO IS RETIRED BY THE COMPANY ON OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, PROVIDED SUCH DEPENDENTS AS OF THE DATE OF DEATH OF SUCH RETIRED FORMER EMPLOYEE WERE COVERED FOR THESE BENEFITS AS ELIGIBLE DEPENDENTS, SHALL CONTINUE TO BE ELIGIBLE TO RECEIVE SUCH BENEFITS SO LONG AS THE DEPENDENT CONTINUES TO QUALIFY AS SUCH, PROVIDED SUCH DEPENDENTS AS OF THE DATE OF DEATH OF SUCH FORMER RETIRED EMPLOYEE WERE COVERED FOR THESE BENEFITS AS ELIGIBLE DEPENDENTS AND WERE EITHER ELIGIBLE DEPENDENTS AT THE TIME OF THE EMPLOYEE'S RETIREMENT OR WERE ALSO DEPENDENTS OF A SURVIVING SPOUSE WHO HAD BEEN LEGALLY MARRIED TO THE EMPLOYEE FOR AT LEAST TWELVE (12) CONSECUTIVE MONTHS PRECEDING HIS DEATH. HOWEVER, NO RETIREE HIRED AFTER MARCH 6, 2005 SHALL HAVE MEDICAL BENEFITS.

EMPLOYEES HIRED AFTER MARCH 6, 1993 AND WHO RETIRE AFTER COMPLETION OF AT LEAST TWENTY (20) YEARS OF CONTINUOUS SERVICE AND WHO ARE ELIGIBLE AND RECEIVING A MONTHLY PENSION (OTHER THAN DEFERRED VESTED PENSION) SHALL RECEIVE BENEFITS DESCRIBED IN THIS ARTICLE.

EMPLOYEES HIRED AFTER MARCH 6, 1993 AND WHO RETIRE AFTER COMPLETION OF AT LEAST TEN (10) YEARS OF CONTINUOUS SERVICE, BUT

LESS THAN TWENTY (20) YEARS OF CONTINUOUS SERVICE, AND WHO ARE ELIGIBLE AND RECEIVING A MONTHLY PENSION (OTHER THAN A DEFERRED VESTED PENSION) SHALL RECEIVE AMOUNTS EQUAL TO FIFTY PERCENT (50%) OF THE BENEFITS DESCRIBED IN THIS ARTICLE, PROVIDED, HOWEVER, THAT SUCH RETIRED EMPLOYEE MAY ELECT TO CONTINUE FULL BENEFITS BY PAYMENTS IN ADVANCE OF FIFTY PERCENT (50%) OF THE GROUP RATE AS CALCULATED BY THE COMPANY ANNUALLY.

EMPLOYEES HIRED AFTER MARCH 6, 1993 AND WHO RETIRE WITH LESS THAN TEN (10) YEARS OF CONTINUOUS SERVICE AND WHO ARE ELIGIBLE AND RECEIVING A MONTHLY PENSION (OTHER THAN A DEFERRED VESTED PENSION) MAY ELECT TO RECEIVE THE BENEFITS DESCRIBED IN THIS ARTICLE BY PAYMENT IN ADVANCE OF THE GROUP RATE AS CALCULATED BY THE COMPANY ANNUALLY.

11.16 MISCELLANEOUS PROVISIONS

(A.) HOSPITAL: AN INSTITUTION THAT:

- IS CONSTITUTED, LICENSED AND OPERATED IN AGREEMENT WITH THE LAWS THAT APPLY TO HOSPITALS; AND
- MAINTAINS ON ITS PREMISES FACILITIES NECESSARY TO DIAGNOSE AND MEDICALLY AND/OR SURGICALLY TREAT INJURY AND ILLNESS; AND
- PROVIDES TREATMENT ON AN INPATIENT BASIS; AND
- PROVIDES TREATMENT FOR COMPENSATION BY OR UNDER THE SUPERVISION OF DOCTORS; AND
- HAS CONTINUOUS, 24-HOUR NURSING SERVICE BY REGISTERED GRADUATE NURSES; AND
- IS ACCREDITED AS A HOSPITAL BY THE JOINT COMMISSION ON THE ACCREDITATION OF HEALTH CARE ORGANIZATIONS OR IN THE SOLE DISCRETION OF THE PLAN ADMINISTRATOR IS A HOSPITAL WITH EQUIVALENT STANDARDS AND OTHERWISE MEETS THE ABOVE-DESCRIBED REQUIREMENTS.

A HOSPITAL IS NOT AN INSTITUTION OR PART OF AN INSTITUTION THAT IS PRIMARILY A NURSING HOME OR PRIMARILY A PLACE FOR REST FOR THE AGED.

FOR THE PURPOSE OF DETERMINING ELIGIBILITY FOR PROFESSIONAL AMBULANCE SERVICE UNDER PARAGRAPH 11.3 (B.) (II.), CONVALESCENT NURSING HOME UNDER PARAGRAPH 11.3 (D.) (I.) AND VISITING NURSE SERVICE UNDER PARAGRAPH 11.3 (D.) (II.), U.S. VETERAN'S HOSPITALS WILL BE CONSIDERED AS HOSPITALS.

FROM TIME TO TIME THE COMPANY MAY DESIGNATE SPECIFIC MEDICAL CARE FACILITIES OR OTHER PROVIDERS OF MEDICAL CARE, SERVICE OR SUPPLIES AS "APPROVED" UNDER THIS ARTICLE EVEN

THOUGH SUCH FACILITIES OR PROVIDERS DO NOT MEET THE STRICT DEFINITIONS OF THIS ARTICLE. CHARGES BY SUCH "APPROVED" FACILITIES OR PROVIDERS FOR CARE, SERVICES OR SUPPLIES WHICH WOULD OTHERWISE BE COVERED UNDER THIS ARTICLE WILL BE PAID IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS ARTICLE.

- (B.) THE COMPANY MAY ENTER INTO A CONTRACT OR CONTRACTS WITH AN INSURANCE COMPANY OR COMPANIES TO PROVIDE THE BENEFITS DESCRIBED IN THIS ARTICLE 11, AND, UPON SO DOING, THE COMPANY SHALL BE RELIEVED OF ANY INDIVIDUAL LIABILITY TO ANY EMPLOYEE OTHER THAN TO MAINTAIN SUCH CONTRACT OR CONTRACTS IN FORCE.
- (C.) DEFINITION OF "PHYSICIAN". A PERSON WHO IS LICENSED TO PRACTICE MEDICINE AND SURGERY AS A DOCTOR OF MEDICINE OR OSTEOPATHY OR A PERSON WHO IS A LICENSED DENTIST, PODIATRIST, CHIROPRACTOR, OR OPTOMETRIST WHO IS PRACTICING WITHIN THE SCOPE OF HIS OR HER LICENSE. FOR PURPOSES OF THE PLAN, "DOCTOR" DOES NOT INCLUDE THE EMPLOYEE OR HIS OR HER DEPENDENTS OR ANY PERSON WHO IS A RELATIVE BY BLOOD OR MARRIAGE OF THE EMPLOYEE OR HIS OR HER SPOUSE, EVEN IF HE OR SHE OTHERWISE SATISFIES THE REQUIREMENTS AS CONTAINED IN THE PLAN'S DEFINITION OF DOCTOR.
- (D.) CHARGES OF A HOSPITAL WHICH ARE COMPENSABLE AS PROVIDED IN THIS ARTICLE 11 SHALL BE PAID DIRECTLY TO SUCH HOSPITAL, PROVIDING THAT IF AN EMPLOYEE FURNISHES SATISFACTORY EVIDENCE THAT HE HAS HIMSELF PAID THE HOSPITAL FOR SUCH CHARGES, THE EMPLOYEE SHALL BE REIMBURSED THEREFORE TO THE EXTENT SPECIFIED HEREIN. THE HOSPITAL SHALL FURNISH EMPLOYEES WITH A DUPLICATE ITEMIZED STATEMENT.
- (E.) SUBROGATION. IN THE EVENT AN EMPLOYEE OR DEPENDENT OF AN EMPLOYEE INCLUDING THE SURVIVING SPOUSE OR A SURVIVING DEPENDENT OF A DECEASED EMPLOYEE, IS LEGALLY ENTITLED TO RECOVER ALL OR A PORTION OF THE COST OF A SERVICE OR PRESCRIPTION DRUG COVERED BY THIS ARTICLE FROM A THIRD PARTY OR FROM THE EMPLOYEE'S UNINSURED MOTORIST COVERAGE, THE COMPANY WILL UPON MAKING PAYMENT UNDER THIS ARTICLE SUCCEED TO ANY RIGHTS OF RECOVERY THE EMPLOYEE OR DEPENDENT MAY HAVE OR ACQUIRE (WITH RESPECT TO SUCH SERVICE OR PRESCRIPTION DRUG) AGAINST ANY PERSON OR ORGANIZATION EXCEPT PAYMENTS MADE BY INSURERS OF INDIVIDUAL HOSPITAL, SURGICAL, OR MEDICAL POLICIES ISSUED TO THE EMPLOYEE OR DEPENDENT.

EMPLOYEES (INCLUDING DEPENDENTS, SURVIVING SPOUSES, OR SURVIVING DEPENDENTS OF DECEASED EMPLOYEES) BY ACCEPTANCE OF SUCH BENEFIT PAYMENTS AGREE TO FURNISH SUCH INFORMATION AND ASSISTANCE, AND EXECUTE SUCH ASSIGNMENT AND OTHER INSTRUMENTS AS THE COMPANY MAY REASONABLY REQUEST TO FACILITATE ENFORCEMENT OF THE SUCCESSOR RIGHTS OF THE COMPANY. EMPLOYEES AND THEIR DEPENDENTS SHALL TAKE NO ACTION PREJUDICING SUCH RIGHTS OF THE COMPANY.

IN THE EVENT THE EMPLOYEE, OR THE DEPENDENT OF AN EMPLOYEE DOES ANYTHING THAT EXTINGUISHES THE COMPANY'S SUBROGATION RIGHTS, THE COMPANY SHALL NOT BE LIABLE TO PAYMENT OF MEDICAL EXPENSES INCURRED IN THE PAST, PRESENT, OR FUTURE.

(F.) CONVERSION PRIVILEGE. THE COMPANY WILL ARRANGE WITH AN INSURANCE COMPANY FOR ISSUANCE OF INDIVIDUAL POLICIES OF MEDICAL EXPENSE BENEFITS WITHOUT MEDICAL EXAMINATION (IF AN INSURANCE CARRIER CAN BE FOUND THAT WILL PROVIDE THIS) WHEN ELECTED BY AN INDIVIDUAL WHOSE COVERAGE TERMINATES AS PROVIDED IN PARAGRAPH 11.10, 11.11, 11.12, 11.13, OR 11.14. ISSUANCE OF SUCH AN INDIVIDUAL POLICY WILL BE SUBJECT TO THE FOLLOWING:

- (I.) THE EMPLOYEE HAS BEEN COVERED FOR THREE (3) OR MORE MONTHS UNDER PARAGRAPH 11.9, AND**
- (II.) A WRITTEN APPLICATION AND PAYMENT OF THE FIRST THREE (3) MONTHS' PREMIUM IS MADE WITHIN THIRTY-ONE (31) DAYS FOLLOWING TERMINATION OF COVERAGE, AND**
- (III.) THE INDIVIDUAL POLICY WILL BE ONE OF THE POLICIES ISSUED BY THE INSURANCE COMPANY FOR CONVERSION PURPOSES AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID POLICY.**

WHAT IS A CERTIFICATE OF CREDIBLE COVERAGE?

ANY TIME A PERSON LOSES COVERAGE, THE PLAN WILL AUTOMATICALLY SEND A CERTIFICATE DOCUMENTING UP TO 18 MONTHS OF COVERAGE UNDER THE PLAN. THE CERTIFICATE IS REQUIRED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AND IF YOU OR A DEPENDENT BECOME COVERED UNDER ANOTHER GROUP HEALTH PLAN, THE LENGTH OF COVERAGE UNDER THIS PLAN CAN BE USED TO REDUCE ANY PRE-EXISTING CONDITION TIME LIMITS IMPOSED BY THE NEW PLAN. THE PLAN AUTOMATICALLY SENDS A CERTIFICATE WHEN YOUR ELIGIBILITY TERMINATES, EITHER AS A RESULT OF A COBRA QUALIFYING EVENT OR OTHER CAUSES. A SECOND CERTIFICATE IS AUTOMATICALLY SENT WHEN A PERSON'S COBRA CONTINUATION COVERAGE ENDS. FOR DETAILS ON

COBRA, SEE HOW CAN COVERAGE BE EXTENDED?. A COPY OF THE LAST CERTIFICATE ISSUED, UPDATED TO SHOW ANY ADDITIONAL COVERAGE, CAN ALSO BE REQUESTED WITHIN THE 24 MONTHS IMMEDIATELY FOLLOWING THE DATE PLAN COVERAGE ENDS.

- (G.) SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH 11.16 (G.) A SPECIAL MEDICARE BENEFIT WILL BE PAID TO (I) AN EMPLOYEE ON THE ROLLS OF THE COMPANY ON OR AFTER THE EFFECTIVE DATE, (II) A PENSIONER WHO RETIRES ON OR AFTER THE EFFECTIVE DATE, OR (III) SUCH PENSIONER'S OR EMPLOYEE'S SURVIVING SPOUSE IS COVERED FOR MEDICAL BENEFITS UNDER THIS ARTICLE 11.**
- (i.) THE SPECIAL MEDICARE BENEFIT WILL BE EQUAL TO THE STANDARD MONTHLY PREMIUM FOR PART B OF MEDICARE SUBJECT TO A MAXIMUM OF \$50.00 PER MONTH THAT IS PAID BY PERSONS WHO ENROLLED WHEN FIRST ELIGIBLE BUT SHALL NOT INCLUDE ANY ADDITIONAL PREMIUMS SUCH AS THOSE CHARGED FOR DELINQUENT ENROLLMENT.**
- (ii.) THE SPECIAL MEDICARE BENEFIT WILL BE PAYABLE WHEN AN INDIVIDUAL ATTAINS AGE SIXTY-FIVE (65) OR, FOR AN INDIVIDUAL LESS THAN AGE SIXTY-FIVE (65), WHEN HE ENROLLS FOR PART B OF MEDICARE; PROVIDED, HOWEVER, NO BENEFIT SHALL BE PAYABLE FOR ANY PERIOD BEFORE THE EFFECTIVE DATE. MEDICARE "B" CARD IS REQUIRED.**
- (iii.) PAYMENT SHALL COMMENCE ON THE FIRST DAY OF THE MONTH FOLLOWING (i) THE MONTH DURING WHICH THE INDIVIDUAL ATTAINS AGE SIXTY-FIVE (65), OR, (ii) THE RECEIPT BY THE COMPANY OF APPLICATION ON A FORM PROVIDED FOR THIS PURPOSE FROM AN OTHERWISE ELIGIBLE INDIVIDUAL UNDER AGE SIXTY-FIVE (65) ALONG WITH EVIDENCE THAT HE IS ENROLLED FOR PART B OF MEDICARE. THE PAYMENT OF SUCH BENEFIT SHALL CONTINUE UNTIL THE INDIVIDUAL'S DEATH OR, FOR AN INDIVIDUAL UNDER SIXTY-FIVE (65) YEARS OF AGE, UNTIL HE IS NO LONGER ELIGIBLE TO PARTICIPATE IN PART B OF MEDICARE.**
- (iv.) A SPECIAL MEDICARE BENEFIT WILL ALSO BE PAYABLE ON BEHALF OF A SPOUSE (OR OTHER COVERED DEPENDENT) WHO IS ELIGIBLE FOR MEDICAL BENEFITS PURSUANT TO PARAGRAPH 11.9 WHEN SUCH SPOUSE (OR DEPENDENT) ATTAINS AGE SIXTY-FIVE (65), OR IF EARLIER, ENROLLS FOR PART B. OF MEDICARE.**

- (v.) UPON THE DEATH OF A PENSIONER OR EMPLOYEE, THE SPECIAL MEDICARE BENEFIT WILL BE PAID TO HIS SURVIVING SPOUSE IF SUCH SPOUSE IS ELIGIBLE TO RECEIVE MEDICAL BENEFITS UNDER THIS ARTICLE 11. SUCH SURVIVING SPOUSE SHALL CONTINUE TO RECEIVE THE SPECIAL MEDICARE BENEFIT UNTIL SUCH SPOUSE REMARRIES, DIES, OR IS NO LONGER ELIGIBLE FOR PART B OF MEDICARE.**
- (vi.) ANY PENSIONER, EMPLOYEE OR SURVIVING SPOUSE WHO IS RECEIVING A SPECIAL MEDICARE BENEFIT WILL BE DEEMED TO HAVE ANY BENEFITS PAYABLE UNDER THIS ARTICLE 11 ON BEHALF OF AN INDIVIDUAL WHO IS COVERED FOR SUCH SPECIAL MEDICARE BENEFIT COORDINATED WITH PART B OF MEDICARE, REGARDLESS OF WHETHER ENROLLED.**
- (vii.) NO EMPLOYEE, PENSIONER, OR SURVIVING SPOUSE WHO IS RECEIVING A SPECIAL AGE SIXTY-FIVE (65) BENEFIT UNDER THE TERMS OF THE AGREEMENT IN EFFECT PRIOR TO THE EFFECTIVE DATE, SHALL BE ELIGIBLE FOR A SPECIAL MEDICARE BENEFIT UNLESS SUCH INDIVIDUAL PROVIDES EVIDENCE THAT HE IS ENROLLED FOR PART B OF MEDICARE. PAYMENT OF THE SPECIAL MEDICARE BENEFIT, IN LIEU OF THE SPECIAL AGE SIXTY-FIVE (65) BENEFIT WILL BE PAID BEGINNING THE FIRST OF THE MONTH FOLLOWING RECEIPT OF SUCH EVIDENCE.**
- (viii.) ONLY ONE SPECIAL MEDICARE BENEFIT WILL BE PAID ON BEHALF OF ANY ELIGIBLE EMPLOYEE OR DEPENDENT UNDER THIS AGREEMENT OR ANY OTHER COMPANY-SPONSORED PROGRAM. A SPECIAL MEDICARE BENEFIT SHALL NOT BE PAID ON BEHALF OF ANY ELIGIBLE DEPENDENT WHO IS ALSO ELIGIBLE FOR THIS SPECIAL MEDICARE BENEFIT AS AN EMPLOYEE, PENSIONER, OR SURVIVING SPOUSE.**
- (k). WRITTEN PROOF OF CHARGES UPON WHICH CLAIM MAY BE BASED MUST BE FURNISHED WITHIN TWELVE (12) MONTHS AFTER THE END OF THE BENEFIT YEAR IN WHICH THE CHARGES WERE INCURRED. FAILURES TO FURNISH PROOF WITHIN THE TIME STATED WILL NOT INVALIDATE NOR REDUCE ANY CLAIM IF IT CAN BE SHOWN THAT THE DELAY WAS UNAVOIDABLE AND THAT SUCH PROOF WAS FURNISHED AS SOON AS WAS REASONABLY POSSIBLE.**
- (i). DURABLE MEDICAL EQUIPMENT
YOUR PLAN REQUIRES PRE-CERTIFICATION OF DURABLE MEDICAL EQUIPMENT AND ORTHOTIC DEVICES THAT EXCEED \$300.**

- **PURCHASE OR RENTAL OF A WHEELCHAIR, RESPIRATOR, OXYGEN AND OXYGEN EQUIPMENT, HOSPITAL BEDS, AND OTHER DURABLE MEDICAL EQUIPMENT, PROVIDED THAT THE COST OF RENTAL SHALL BE LIMITED TO A MAXIMUM OF THE PURCHASE PRICE OF THE EQUIPMENT.**
- **REPAIRS TO EXISTING DURABLE MEDICAL EQUIPMENT IF CONTINUED USE IS REQUIRED.**
- **REPLACEMENT OF EXISTING DURABLE MEDICAL EQUIPMENT EVERY FIVE (5) YEARS, OR SOONER IF MEDICALLY NECESSARY DUE TO FUNCTIONALITY.**
- **ORTHOTIC DEVICES, HOWEVER IN-SHOE ORTHOTIC DEVICES ARE COVERED ONLY FOR DIABETIC PATIENTS.**

11.17 COORDINATION OF BENEFITS UNDER THIS ARTICLE

THERE IS NO DUPLICATION OF BENEFITS UNDER THE PLAN.

IF AN EMPLOYEE'S SPOUSE IS EMPLOYED FULL-TIME AND IF THE SPOUSE'S EMPLOYER MAKES AVAILABLE A GROUP MEDICAL, HOSPITAL, SURGICAL, OR PRESCRIPTION DRUG BENEFIT PROGRAM FOR ITS FULL-TIME EMPLOYEES, THEN, IF THAT EMPLOYER CONTRIBUTES ANY PORTION TOWARD THE COST OF THAT PLAN, THE WORKING SPOUSE MUST BE ENROLLED AS AN EMPLOYEE. IF THE WORKING SPOUSE'S BIRTH DATE FALLS EARLIEST IN THE YEAR, HE OR SHE MUST BE ENROLLED IN THAT EMPLOYER'S PLAN TO PROVIDE DEPENDENT COVERAGE FOR ALL ELIGIBLE BIOLOGICAL CHILDREN. THE ABOVE LANGUAGE ONLY APPLIES TO EMPLOYEES HIRED AFTER JANUARY 29, 1996.

IF YOU OR YOUR DEPENDENTS ARE COVERED UNDER THIS PLAN AND ANOTHER GROUP HEALTH PLAN, THE TWO PLANS WILL COORDINATE BENEFIT PAYMENTS. COORDINATION OF BENEFITS (COB) MEANS THAT TWO OR MORE PLANS PAY FOR A PORTION OF YOUR COVERED EXPENSES. HOWEVER, THE COMBINED PAYMENTS FROM ALL PLANS MAY NOT EXCEED 100% OF EXPENSES INCURRED.

YOUR PLAN COORDINATES BENEFITS WITH THE FOLLOWING TYPES OF PLANS:

ANY OTHER GROUP INSURANCE PLAN COVERAGE;

ANY COVERAGE UNDER GOVERNMENTAL PROGRAMS OR PROVIDED BY ANY STATUTE, EXCEPT MEDICAID; AND

ANY AUTOMOBILE INSURANCE POLICIES (INCLUDING "AT-FAULT" AND "NO-FAULT" COVERAGE) CONTAINING PERSONAL INJURY PROTECTIONS.

THE PLAN WILL NOT COORDINATE BENEFITS WITH HEALTH MAINTENANCE ORGANIZATION ("HMO") PLANS OR REIMBURSE AN HMO FOR SERVICES PROVIDED.

WHICH PLAN PAYS FIRST?

THE FIRST STEP IN COORDINATING BENEFITS IS TO DETERMINE WHICH PLAN PAYS FIRST (THE PRIMARY PLAN) AND WHICH PLAN PAYS SECOND (THE SECONDARY PLAN). IF THIS PLAN IS PRIMARY, IT WILL PAY ITS FULL BENEFITS. HOWEVER, IF THIS PLAN IS SECONDARY, THE BENEFITS IT WILL PAY WILL BE REDUCED BY THE BENEFITS PROVIDED UNDER THE OTHER PLAN.

HOW DOES COORDINATION OF BENEFITS WORK?

HERE ARE EXAMPLES OF HOW COORDINATION OF BENEFITS WORKS WHEN YOU SEE A PPO PROVIDER WITHIN YOUR NETWORK:

	EXAMPLE 1	EXAMPLE 2
TOTAL ALLOWABLE CHARGE:	\$200.00	\$200.00
APPLIED TO COOPER PLAN DEDUCTIBLE:	\$100.00*	\$100.00*
COOPER PLAN BENEFIT:	\$ 80.00**	\$ 80.00**
PAID BY OTHER CARRIER:	\$ 50.00	\$ 80.00
COOPER PLAN WILL PAY:	\$ 30.00	\$ 0.00

***SATISFIED REMAINING DEDUCTIBLE**
****80% OF REMAINING \$100.00**

THE GENERAL ORDER OF PAYMENT RULES ARE AS FOLLOWS:

- 1. PLANS THAT DO NOT CONTAIN COB PROVISIONS ALWAYS PAY BEFORE THOSE THAT DO.**
- 2. PLANS THAT HAVE COB PROVISIONS AND COVER A PERSON AS AN EMPLOYEE ALWAYS PAY BEFORE PLANS THAT COVER THAT PERSON AS A DEPENDENT.**
- 3. WITH RESPECT TO PLANS THAT HAVE COB PROVISIONS AND COVER DEPENDENT CHILDREN OF PARENTS WHO ARE NOT SEPARATED, PLANS THAT COVER THE PARENT WHOSE BIRTHDAY FALLS EARLIER IN A YEAR PAY BEFORE PLANS COVERING THE PARENT WHOSE BIRTHDAY FALLS LATER IN THE YEAR. THIS IS CALLED THE "BIRTHDAY RULE."**
- 4. WITH RESPECT TO PLANS THAT HAVE COB PROVISIONS AND COVER DEPENDENT CHILDREN WHOSE PARENTS ARE SEPARATED OR DIVORCED:**

PLANS COVERING THE PARENT WHOSE FINANCIAL RESPONSIBILITY FOR THE CHILD'S HEALTHCARE EXPENSES IS ESTABLISHED BY A COURT ORDER OR QUALIFIED MEDICAL CHILD SUPPORT ORDER PAY FIRST;

IF A COURT DECREE PROVIDES THAT BOTH PARENTS ARE EQUALLY RESPONSIBLE FOR THE CHILD'S HEALTHCARE, OR IF A COURT DECREE STATES BOTH PARENTS HAVE JOINT CUSTODY AND NEITHER PARENT IS SPECIFICALLY RESPONSIBLE FOR THE CHILD'S HEALTHCARE, THE PLAN COVERING THE NATURAL PARENT WHOSE BIRTHDAY FALLS EARLIEST IN THE YEAR PAYS FIRST.

IF THERE IS NO COURT ORDER ESTABLISHING FINANCIAL RESPONSIBILITY, THE ORDER OF PAYMENT IS AS FOLLOWS:

- 1. THE PLAN OF THE PARENT WITH CUSTODY;**
- 2. THE PLAN OF THE STEPPARENT WITH CUSTODY**
- 3. THE PLAN OF THE PARENT WITHOUT CUSTODY.**

WHAT ARE THE SPECIAL RULES FOR MEDICARE?

IF A PERSON IS ENTITLED TO MEDICARE WHILE COVERED BY THE PLAN, MEDICARE IS ALWAYS SECONDARY TO THE PLAN, EXCEPT AS FOLLOWS:

- 1. THE PLAN IS PRIMARY FOR THE FIRST 30 MONTHS A PERSON IS ELIGIBLE FOR AND ENTITLED TO MEDICARE BECAUSE OF END STAGE RENAL DISEASE (ESRD).**

THE PLAN IS PRIMARY FOR ANY ACTIVE EMPLOYEE WHO IS OTHERWISE ELIGIBLE FOR MEDICARE AND THE PLAN IS PRIMARY FOR ANY MEDICARE ELIGIBLE DEPENDENT OF AN ACTIVE EMPLOYEE.

11.18 VISION CARE BENEFITS

AS OF JANUARY 29, 1996, AND FOR THE DURATION OF THIS AGREEMENT, THEREAFTER, THE COMPANY WILL PROVIDE THE FOLLOWING VISION CARE BENEFITS FOR ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS. EMPLOYEES ACTIVELY AT WORK ON THE EFFECTIVE DATE WILL BE COVERED ON SUCH DATE PROVIDING THEY HAVE ATTAINED THIRTY (30) DAYS' CONTINUOUS SERVICE CREDIT ON SUCH DATE. EMPLOYEES WHO ARE ON VACATION, LEAVE-OF-ABSENCE FOR UNION ACTIVITIES GRANTED TO THOSE EMPLOYED BY A LOCAL UNION IN AN OFFICIAL OR A REPRESENTATIVE CAPACITY, WHO ARE WORKING FOR THE COMPANY BUT LESS THAN THEIR STANDARD SHIFT OR WHO ARE NOT ACTIVELY AT WORK BECAUSE OF A TEMPORARY DISABILITY SHALL BE DEEMED, FOR THE PURPOSE OF THIS PARAGRAPH, TO BE ACTIVELY AT WORK ON SUCH DATE. ALL OTHER EMPLOYEES WILL BECOME COVERED IN ACCORDANCE WITH PARAGRAPH 11.9.

(A.) BENEFITS

- (1.) BENEFITS FOR COVERED VISION CARE SERVICES WILL BE PROVIDED TO ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS THROUGH PARTICIPATING PROVIDERS WHO HAVE AGREED TO ACCEPT AN ASSIGNMENT OF THE BENEFIT CLAIM HEREUNDER**

BY THE EMPLOYEE TO THE PROVIDER PLUS A CO-PAYMENT BY THE EMPLOYEE OR DEPENDENT OF FIVE DOLLARS (\$5.00) FOR A VISION EXAMINATION AND TEN DOLLARS (\$10.00) FOR OPHTHALMIC MATERIALS. THE CO-PAYMENT AMOUNT IS TO BE PAID BY THE EMPLOYEE OR HIS DEPENDENT AT THE TIME COVERED VISION CARE SERVICES ARE RECEIVED. THERE, HOWEVER, WILL BE NO CO-PAYMENT REQUIRED FOR CONTACT LENSES.

PRIOR TO RECEIVING COVERED VISION CARE SERVICE FROM PARTICIPATING PROVIDERS, AN EMPLOYEE OR DEPENDENT MUST REQUEST THAT A BENEFIT FORM BE ISSUED BY THE CONTRACTING AGENCY FOR COVERED SERVICES. IF COVERED VISION CARE SERVICE IS RECEIVED BY AN EMPLOYEE OR DEPENDENT FROM A PARTICIPATING PROVIDER BEFORE FOLLOWING THE PROPER PROCEDURES OF OBTAINING THE PROPER FORM IN ADVANCE, BENEFITS SHALL BE PAYABLE IN ACCORDANCE WITH THE REIMBURSEMENT SCHEDULE SET FORTH IN PARAGRAPH (A.) (II.) AND SUBJECT TO THE TERMS OF SUCH PARAGRAPH (A.) (II.).

- (II.) IF COVERED VISION CARE SERVICES ARE RECEIVED FROM A NON-PARTICIPATING PROVIDER, THE AMOUNT OF THE BENEFIT REIMBURSED DIRECTLY TO THE EMPLOYEE OR HIS DEPENDENT SHALL BE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE, WHICH SHALL BE REDUCED BY A DEDUCTIBLE AMOUNT OF FIVE DOLLARS (\$5.00) FOR A VISION EXAMINATION AND TEN DOLLARS (\$10.00) FOR OPHTHALMIC MATERIALS. THERE, HOWEVER, WILL NOT BE ANY REDUCTION FOR CONTACT LENSES.

REIMBURSEMENT SCHEDULE

PROFESSIONAL FEES

VISION EXAMINATION	\$55.00
MATERIALS	PAIR
SINGLE VISION	\$60.00
BIFOCALS	\$70.00
TRIFOCALS	\$80.00
LENTICULAR	\$100.00
FRAMES	\$65.00
CONTACT LENSES	

IN LIEU OF ALL OTHER PLAN BENEFITS

NECESSARY	\$180.00
COSMETIC	\$110.00
	INCLUDING EXAM

THE SCHEDULE AMOUNTS ARE MAXIMUM AND THE ACTUAL AMOUNT OF REIMBURSEMENT SHALL BE THE LESSER OF: (A) THE MAXIMUM SHOWN IN THE REIMBURSEMENT SCHEDULE, (B) THE AMOUNT CHARGED, OR (C) THE AMOUNT USUALLY CHARGED BY THE PROVIDER FOR SERVICES TO HIS PRIVATE PATIENTS, LESS THE DEDUCTIBLE AMOUNTS INDICATED.

(B.) COVERED VISION CARE SERVICES

THE VISION CARE SERVICES COVERED BY THIS PARAGRAPH 11.18 ARE:

(i.) VISION EXAMINATION

BENEFITS SHALL BE PAYABLE FOR A VISION EXAMINATION ONLY WHEN PERFORMED BY A PARTICIPATING PROVIDER OR A NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST. PAYMENT OF SUCH BENEFITS SHALL BE LIMITED TO ONE SUCH VISION EXAMINATION FOR EACH EMPLOYEE AND DEPENDENT IN ANY PERIOD OF TWENTY-FOUR (24) CONSECUTIVE MONTHS, EXCEPT THAT IF A SUBSEQUENT VISION EXAMINATION IS PERFORMED WITHIN SUCH 24 MONTH PERIOD FOR WHICH BENEFITS ARE PAYABLE FOR A LENS OR SET OF LENSES BY REASON OF THE EXCEPTION TO THE LIMITATION OF BENEFITS FOR A LENS OR LENSES AS PROVIDED IN SUB-PARAGRAPH (ii.) BELOW THEN SUCH VISION EXAMINATION SHALL BE CONSIDERED A COVERED VISION BENEFIT.

(ii.) LENS OR LENSES

BENEFITS SHALL BE PAYABLE FOR LENSES ONLY WHEN PRESCRIBED BY A PARTICIPATING PROVIDER OR A NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST. PAYMENT OF SUCH BENEFITS SHALL BE LIMITED TO ONE PART OR LENSES, FOR EACH EMPLOYEE AND DEPENDENT IN ANY PERIOD OF TWENTY-FOUR (24) CONSECUTIVE MONTHS, EXCEPT THAT IF A SUBSEQUENT LENS OR LENSES ARE RECEIVED DURING SUCH 24 MONTH PERIOD BY REASON OF A PRESCRIPTION CHANGE AND THE NEW LENS OR LENSES DIFFER FROM THE MOST RECENT ONE BY AN AXIS CHANGE OF 20 DEGREES OR .50 DIOPTERS PER SPHERE OR CYLINDER CHANGE AND IMPROVE VISUAL ACUITY BY AT LEAST ONE LINE ON THE STANDARD CHART, SUCH NEW LENS OR LENSES SHALL BE CONSIDERED A COVERED VISION BENEFIT.

(iii.) FRAME

BENEFITS SHALL BE PAYABLE FOR A FRAME WHEN SUCH FRAME IS FOR USE WITH A LENS OR PAIR OF LENSES WHICH ARE PRESCRIBED BY A PARTICIPATING PROVIDER OR NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST, OR FOR A FRAME, IF REPLACEMENT IS NECESSARY. PAYMENT OF SUCH BENEFITS SHALL BE LIMITED TO ONE FRAME FOR EACH

EMPLOYEE AND DEPENDENT IN ANY PERIOD OF TWENTY-FOUR (24) CONSECUTIVE MONTHS.

(iv.) CONTACT LENS OR LENSES

(A.) NECESSARY

IN LIEU OF THE BENEFITS PROVIDED ABOVE, BENEFITS SHALL BE PAYABLE FOR A CONTACT LENS OR CONTACT LENSES ONLY WHEN PRESCRIBED BY A PARTICIPATING PROVIDER OR A NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST FOR ANY OF THE FOLLOWING CONDITIONS:

- **ORIGINAL OR REPLACEMENT LENSES FOLLOWING CATARACT SURGERY;**
- **TO CORRECT EXTREME VISUAL ACUITY PROBLEMS;**
- **TO CORRECT FOR SIGNIFICANT ANISOMETROPIA; AND**
- **KERATOCONUS.**

(B.) COSMETIC

IN LIEU OF THE BENEFITS PROVIDED ABOVE, BENEFITS SHALL BE PAYABLE FOR A CONTACT LENS OR CONTACT LENSES WHEN PRESCRIBED FOR COSMETIC PURPOSES BY A PARTICIPATING PROVIDER OR A NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST. IF PRESCRIBED BY A NON-PARTICIPATING OPTOMETRIST OR OPHTHALMOLOGIST, BENEFITS SHALL BE PAYABLE IN ACCORDANCE WITH THE CONTACT LENSES FEE AS DESCRIBED IN THE REIMBURSEMENT SCHEDULE UNDER (A.) (ii.) OF THIS PARAGRAPH 11.18. IF PRESCRIBED BY A PARTICIPATING PROVIDER, AN ALLOWANCE OF NINETY DOLLARS (\$90.00) WILL BE MADE IN LIEU OF ALL OTHER BENEFITS.

(C.) PAYMENT OF SUCH BENEFITS SHALL BE LIMITED TO ONE SUCH LENS OR PAIR OF LENSES FOR EACH EMPLOYEE AND DEPENDENT IN ANY PERIOD OF TWENTY-FOUR (24) CONSECUTIVE MONTHS AND PROVIDED THAT SUCH EMPLOYEE OR DEPENDENT HAS NOT RECEIVED BENEFITS FOR LENSES UNDER PARAGRAPH (B.) (ii.) IN SUCH PERIOD OF TWENTY-FOUR (24) CONSECUTIVE MONTHS.

(c.) LIMITATION

PAYMENT FOR THE FOLLOWING MATERIALS WILL NOT BE MADE FOR ANY AMOUNT THAT EXCEEDS BENEFITS ALLOWABLE UNDER THE PLAN:

- **OVERSIZE LENSES;**
- **BLENDED LENSES;**
- **MULTIFOCAL PLASTIC LENSES (EXCEPT WITH PRIOR APPROVAL);**
- **A FRAME THAT COSTS MORE THAN THE PLAN ALLOWANCE;**
- **TWO PAIR OF GLASSES IN LIEU OF BIFOCALS;**
- **CONTACT LENSES, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE HEREIN; AND**
- **TINTED OR COATED LENSES (OTHER THAN PINK #1 OR #2).**

(D.) EXCLUSIONS

NO BENEFITS ARE PAYABLE FOR THE FOLLOWING SERVICES, INCLUDING SUPPLIES:

- (I.) ORTHOPTICS OR VISION TRAINING OR SUBNORMAL VISION AIDS.**
- (II.) LENSES AND FRAMES FURNISHED UNDER THIS PLAN WHICH ARE LOST OR BROKEN, EXCEPT AT THE NORMAL INTERVALS WHEN SERVICES ARE OTHERWISE PROVIDED FOR.**
- (III.) MEDICAL OR SURGICAL TREATMENT OF THE EYES.**
- (IV.) EYE EXAMINATIONS REQUIRED BY AN EMPLOYER AS A CONDITION OF EMPLOYMENT**
- (V.) SERVICES OR MATERIALS FOR WHICH THE EMPLOYEE OR DEPENDENT MAY BE COMPENSATED UNDER ANY WORKERS' COMPENSATION LAW OR OTHER EMPLOYERS' LIABILITY LAWS REGARDLESS OF JURISDICTION; OR SERVICES FOR WHICH THE EMPLOYEE OR DEPENDENT, WITHOUT COST, CAN OBTAIN THE NEEDED CARE FROM ANY FEDERAL, STATE, COUNTY, MUNICIPALITY, OR SPECIAL DISTRICT ORGANIZATION OR AGENCY.**
- (VI.) LENSES FOR WHICH REIMBURSEMENT HAS BEEN MADE UNDER THE MAJOR MEDICAL EXPENSE BENEFITS PURSUANT TO PARAGRAPH 11.8 IMMEDIATELY FOLLOWING CATARACT SURGERY.**

(E.) TERMINATION

NOTWITHSTANDING THE OTHER PROVISIONS OF THIS ARTICLE 11 AND EXCEPT AS DESCRIBED IN PARAGRAPHS 11.10, 11.11, 11.12 OR 11.13, ELIGIBILITY FOR VISION CARE BENEFITS WILL TERMINATE WHEN ACTIVE EMPLOYMENT WITH THE COMPANY TERMINATES.

11.19 HEALTHCARE SPENDING ACCOUNTS

THE PLAN OFFERS YOU THE ADVANTAGE OF ESTABLISHING A HEALTHCARE SPENDING ACCOUNT. THIS ACCOUNT MAY OFFER YOU TAX BENEFITS; AS YOU

MAY USE PRE-TAX DOLLARS TO PAY FOR ELIGIBLE OUT-OF-POCKET EXPENSES. A HEALTHCARE SPENDING ACCOUNT ALLOWS YOU TO PAY FOR ELIGIBLE OUT-OF-POCKET HEALTHCARE EXPENSES WHICH ARE NOT COVERED BY THE PLAN, SUCH AS COPAYMENTS OR DEDUCTIBLES. MONEY CONTRIBUTED TO THIS ACCOUNT IS DEDUCTED FROM YOUR PAY BEFORE TAXES ARE WITHHELD. YOU HAVE THE OPTION OF CONTRIBUTING BETWEEN \$260 AND \$5000 PER YEAR TO A HEALTHCARE SPENDING ACCOUNT.

COOPER CANNOT PROVIDE YOU WITH FINANCIAL OR TAX ADVICE, SO YOU MAY WISH TO CONSIDER CONSULTATION WITH YOUR PERSONAL FINANCIAL ADVISOR OR TAX ADVISOR REGARDING THE FINANCIAL BENEFITS OF ESTABLISHING THIS TYPE OF ACCOUNT. BY FEDERAL LAW, ANY REMAINING BALANCE IN YOUR ACCOUNT AT THE END OF EACH CALENDAR YEAR MUST BE FORFEITED. YOU MUST USE THIS BENEFIT OR LOSE IT.

**HEALTHCARE SPENDING ACCOUNT ADMINISTRATOR:
COOPER'S HEALTHCARE SPENDING ACCOUNT ADMINISTRATOR IS:**

**HEALTH DESIGN PLUS, INC.
1755 GEORGETOWN ROAD
HUDSON OH 44236**

THE TELEPHONE NUMBER FOR HEALTHCARE SPENDING ACCOUNT INFORMATION IS:

1-877-286-3559

11.20 LIFETIME MAXIMUM BENEFIT

THE MAXIMUM AMOUNT OF MEDICAL BENEFITS THE PLAN WILL PAY DURING A PERSON'S LIFETIME FOR COVERED EXPENSES IS \$2,000,000. THIS AMOUNT INCLUDES MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS, BUT DOES NOT INCLUDE BENEFITS FOR DENTAL AND VISION SERVICES. ONCE THE MAXIMUM AMOUNT IS REACHED, NO FURTHER MEDICAL BENEFITS CAN BE PAID.

**11.21 CARE MANAGEMENT AND PRE-CERTIFICATION
CARE MANAGEMENT AND PRE-CERTIFICATION**

PRE-CERTIFICATION

CARE MANAGEMENT IS A MANDATORY PROGRAM REQUIRING PRE-CERTIFICATION AND REVIEW OF CERTAIN TREATMENTS AND PROCEDURES.

THE PLAN REQUIRES ALL PARTICIPANTS AND DEPENDENTS TO PRE-CERTIFY THE FOLLOWING HEALTHCARE ENCOUNTERS:

- **ALL INPATIENT ADMISSIONS TO THE HOSPITAL**
- **ALL OBSERVATION ADMISSIONS TO THE HOSPITAL**
- **ALL OUTPATIENT SURGERIES PERFORMED AT EITHER A HOSPITAL OR A FREE-STANDING SURGICAL FACILITY**
- **OUTPATIENT DIAGNOSTIC PROCEDURES SUCH AS ENDOSCOPIC PROCEDURES (ARTHROSCOPY, BRONCHOSCOPY, COLONOSCOPY, CYSTOSCOPY, ERCP, ESOPHAGOSCOPY- GASTROSCOPY-EGD, LAPAROSCOPY)**
- **COMPUTERIZED AXIAL TOMOGRAPHY (CAT OR CT SCANS)**
- **MAGNETIC RESONANCE IMAGING (MRI)**
- **POSITION EMISSION TOMOGRAPHY (PET) SCAN**
- **SKILLED NURSING FACILITY ADMISSIONS**
- **PHYSICAL THERAPY AFTER 18 VISITS**
- **OCCUPATIONAL THERAPY AFTER 18 VISITS**
- **RESTORATIVE SPEECH THERAPY AFTER 18 VISITS**
- **REHABILITATION**
- **HOME INTRAVENOUS THERAPY**
- **DURABLE MEDICAL EQUIPMENT IN EXCESS OF \$300**
- **HOME HEALTH CARE**
- **HOSPICE CARE**

CONTACTING HEALTH DESIGN PLUS

IT IS IMPORTANT FOR YOU TO INFORM A NURSE MANAGER AT HDP AS SOON AS YOU KNOW THAT YOU OR YOUR DEPENDENT WILL BE ADMITTED TO A MEDICAL FACILITY AS AN INPATIENT OR OUTPATIENT OR AS SOON AS YOU KNOW THAT YOU NEED TO HAVE AN OUTPATIENT SURGERY OR DIAGNOSTIC TEST PERFORMED. NOTIFICATION FOR ELECTIVE ADMISSIONS SHOULD BE MADE AT LEAST SEVEN DAYS PRIOR TO ADMISSION OR AS SOON AS YOU ARE AWARE OF YOUR DOCTOR'S INTENT TO ADMIT YOU TO THE HOSPITAL OR SCHEDULES YOU FOR AN OUTPATIENT SURGERY OR DIAGNOSTIC TEST.

NOTIFY YOUR HDP NURSE MANAGER BY CALLING 1-877-286-3560.

PLEASE HAVE THE FOLLOWING INFORMATION AVAILABLE WHEN YOU CALL:

- **EMPLOYEE NAME, SOCIAL SECURITY NUMBER, BUSINESS GROUP (CORPORATE OR NORTH AMERICAN TIRE)**
 - **PATIENT NAME, ADDRESS, TELEPHONE NUMBER WITH AREA CODE, DATE OF BIRTH**
 - **DOCTOR'S NAME, ADDRESS, TELEPHONE NUMBER WITH AREA CODE, AND SPECIALTY**
 - **HOSPITAL/OTHER FACILITY NAME, ADDRESS, TELEPHONE NUMBER WITH AREA CODE**
 - **DATE OF ADMISSION, OUTPATIENT SURGERY, DIAGNOSTIC PROCEDURE, OR HIGH COST TEST**
 - **REASON FOR THE ADMISSION, OUTPATIENT SURGERY, DIAGNOSTIC PROCEDURE OR HIGH COST TEST**
- YOUR HDP NURSE MANAGER WILL DISCUSS YOUR HISTORY AND**

SYMPTOMS WITH YOU, AS WELL AS PRIOR TREATMENT AND POTENTIAL NEEDS FOR CONTINUING CARE AFTER HOSPITALIZATION OR SURGERY. IF IT APPEARS THAT THERE WILL BE A NEED FOR HOME CARE OR SPECIAL EQUIPMENT AFTER LEAVING THE HOSPITAL, THE NURSE MANAGER WILL BEGIN THE PROCESS OF PLANNING FOR THESE ITEMS AT THAT TIME. PLEASE FEEL FREE TO DISCUSS WITH THE NURSE MANAGER WHAT YOU OR YOUR DOCTOR ANTICIPATE YOUR NEEDS TO BE AFTER HOSPITALIZATION.

AFTER YOU NOTIFY HDP, YOUR NURSE MANAGER WILL CONTACT YOUR DOCTOR FOR MEDICAL INFORMATION. WITH THE INFORMATION PROVIDED BY YOU AND YOUR DOCTOR, HDP WILL CERTIFY THE ADMISSION BASED ON MEDICALLY NECESSARY CARE AND TREATMENT. CERTIFICATION DOES NOT GUARANTEE PAYMENT NOR DOES IT VERIFY OR APPROVE THAT SERVICES ARE IN-NETWORK OR OUT-OF-NETWORK.

HDP WILL NOTIFY YOU AND THE PROVIDER OF SERVICE (DOCTOR, HOSPITAL, FREE STANDING SURGICAL FACILITY, DURABLE MEDICAL EQUIPMENT VENDOR, HOME HEALTH CARE AGENCY, ETC.) BY TELEPHONE WHETHER OR NOT THE REQUESTED MEDICAL SERVICE HAS BEEN CERTIFIED BY ISSUING YOU A CERTIFICATION NUMBER. IF THE REQUESTED SERVICE IS NOT CERTIFIED, YOU AND YOUR PROVIDER WILL BE NOTIFIED BY LETTER.

FOR A MATERNITY ADMISSION, YOU ARE REQUIRED TO CALL YOUR HDP NURSE MANAGER AS SOON AS YOU ARE AWARE THAT YOU OR YOUR SPOUSE IS PREGNANT. YOU MUST CALL AGAIN AT THE TIME OF YOUR ADMISSION TO THE HOSPITAL FOR DELIVERY. SHOULD YOU BE ADMITTED TO THE HOSPITAL FOR COMPLICATIONS OF PREGNANCY OR PREMATURE LABOR PRIOR TO DELIVERY, YOU MUST CALL HDP WITHIN ONE WORKING DAY FOLLOWING ADMISSION.

IF YOU EXPERIENCE AN EMERGENCY SITUATION AND ARE ADMITTED TO THE HOSPITAL, EITHER AS AN INPATIENT OR ON AN OBSERVATION BASIS, YOU ARE REQUIRED TO CALL HDP WITHIN FORTY EIGHT (48) HOURS FOLLOWING ADMISSION.

THE NURSE MANAGER TELEPHONE LINES ARE STAFFED 8:30 A.M.-5:00 P.M. (E.S.T.) MONDAY THROUGH FRIDAY AT 1-877-286-3560. YOU MAY CALL THIS NUMBER 24 HOURS A DAY. FOR YOUR CONVENIENCE, YOU WILL REACH THE CONFIDENTIAL MAILBOX OF YOUR NURSE MANAGER AFTER OFFICE HOURS AND OVER WEEKENDS AND HOLIDAYS. YOU MAY LEAVE A MESSAGE WHICH IS CONFIDENTIAL, DATED AND TIMED. SIMPLY LEAVE A TELEPHONE NUMBER WITH AREA CODE WHERE YOUR NURSE MANAGER CAN

REACH YOU OR A FAMILY MEMBER TO OBTAIN THE REQUIRED INFORMATION.

FAILURE TO PRE-CERTIFY ANY ADMISSION/PROCEDURE MAY RESULT IN A MONETARY PENALTY OF \$250. PENALTIES DO NOT APPLY TOWARD DEDUCTIBLES OR OUT-OF-POCKET MAXIMUMS.

CERTIFICATION DOES NOT GUARANTEE PAYMENT. CERTIFICATION IS VALID ONLY WHEN THE PATIENT IS ELIGIBLE FOR SERVICES ON THE DATE THE SERVICE IS PROVIDED. ALL CHARGES FOR SUCH SERVICES ARE SUBJECT TO PLAN PROVISIONS (DEDUCTIBLES, COPAYS, COINSURANCE, OUT-OF-POCKET MAXIMUMS, BENEFIT REIMBURSEMENT LEVELS, COVERED SERVICES, EXCLUDED SERVICES). VERIFICATION OF BENEFITS CAN BE OBTAINED BY CONTACTING HDP CUSTOMER SERVICE AT 1-877-286-3559.

CERTIFICATION DOES NOT VERIFY OR APPROVE THAT SERVICES ARE IN-NETWORK OR OUT-OF-NETWORK. UTILIZATION OF IN-NETWORK PROVIDERS IS THE RESPONSIBILITY OF THE EMPLOYEE/PATIENT. VERIFICATION CAN BE MADE BY CONTACTING THE NETWORK CUSTOMER SERVICE WEBSITE AND/OR BY TELEPHONING A NETWORK CUSTOMER SERVICE REPRESENTATIVE. YOUR CUSTOMER SERVICE REPRESENTATIVE AT HDP CAN ASSIST YOU WITH INFORMATION AS TO HOW TO ACCESS THE PPO WEBSITE AND/OR GIVE YOU THE SPECIFIC PPO CUSTOMER SERVICE TELEPHONE NUMBER.

IF THE NURSE MANAGER, MEDICAL DIRECTOR, OR THIRD PARTY INDEPENDENT MEDICAL CONSULTANT HAS ANY QUESTIONS ABOUT THE MEDICAL NECESSITY, APPROPRIATENESS AND/OR COST EFFECTIVENESS OF A RECOMMENDED TREATMENT/SERVICE/PROCEDURE YOU MAY BE REQUIRED TO OBTAIN AN INDEPENDENT MEDICAL EVALUATION/SECOND OPINION. THE NURSE MANAGER CAN ASSIST YOU BY PROVIDING NAMES OF DOCTORS FROM WHOM YOU MAY RECEIVE THIS INDEPENDENT MEDICAL EVALUATION/SECOND OPINION.

THROUGH ALL ITS PROGRAMS, HDP PROMOTES BOTH THE EFFICIENCY AND EFFECTIVENESS OF CARE. THEREFORE, HDP OFFERS YOU A PATIENT ADVOCACY PROGRAM BY ENCOURAGING YOU TO CONTACT THE NURSE MANAGER, NOT ONLY WHEN REQUIRED, BUT AT OTHER TIMES WHEN YOU HAVE QUESTIONS AND CONCERNS ABOUT MEDICAL CARE. THE NURSE MANAGER CANNOT REPLACE YOUR DOCTOR OR PRESCRIBE TREATMENT, BUT CAN ASSIST YOU TO BETTER UNDERSTAND AND MAKE BETTER USE OF THE HEALTHCARE SYSTEM.

CASE MANAGEMENT

COOPER HAS CONTRACTED WITH HDP TO CONDUCT CASE MANAGEMENT SERVICES FOR YOUR PLAN. CASE MANAGEMENT IS A UTILIZATION MANAGEMENT PROGRAM DESIGNED TO MONITOR AND COORDINATE TREATMENT

FOR SPECIFIC DIAGNOSIS, PARTICULARLY THOSE INVOLVING A DIFFICULT OR COMPLICATED MEDICAL SITUATION.

IF YOU OR YOUR DEPENDENT IS INVOLVED IN A DIFFICULT OR COMPLEX MEDICAL SITUATION, THE PLAN MAY PROVIDE YOU WITH A CASE MANAGER TO ASSIST YOU IN GETTING THE CARE YOU NEED. CASE MANAGERS ARE PROFESSIONAL NURSES TRAINED TO COORDINATE HEALTHCARE SERVICES AMONG PROVIDERS. THEY ARE AVAILABLE TO HELP YOU AND YOUR FAMILY OBTAIN EQUIPMENT OR SUPPLIES YOU MAY NEED AT HOME. CASE MANAGERS WORK WITH YOU, YOUR DOCTORS, YOUR HOSPITALS, AND OTHER MEDICAL PROVIDERS TO REVIEW PROPOSED TREATMENT PLANS AND TO ASSIST IN COORDINATING CARE. CASE MANAGERS MAY, FROM TIME TO TIME, MAKE RECOMMENDATIONS REGARDING ALTERNATIVE METHODS OF TREATMENT THAT MAY BE MEDICALLY APPROPRIATE BUT MORE COST-EFFECTIVE FOR THE PLAN. THE PLAN MAY, IN ITS DISCRETION, APPROVE SUCH ALTERNATE TREATMENT EVEN IF THE TREATMENT WOULD NOT NORMALLY BE COVERED BY THE PLAN.

IN ALL CASES, HOWEVER, ALL TREATMENT DECISIONS REST WITH YOU AND YOUR MEDICAL PROVIDERS.

11.22 DEFINITIONS

THESE DEFINITIONS ARE PROVIDED FOR YOUR GENERAL UNDERSTANDING OF TERMS AS THEY APPLY TO THE PLAN. MORE DETAILED INFORMATION MAY BE FOUND THROUGHOUT THE TEXT OF THIS SPD.

ACCIDENT: AN UNEXPECTED, UNUSUAL, UNFORESEEN, OR UNLOOKED FOR EVENT OR HAPPENING THAT CAUSES OR RESULTS IN A BODILY INJURY.

ADMISSION(S): CONFINEMENT IN A PUBLIC OR PRIVATE FACILITY, LICENSED AND OPERATED AS AN ACUTE CARE, OR PSYCHIATRIC HOSPITAL THAT PROVIDES CARE AND TREATMENT BY DOCTORS AND NURSES ON A 24-HOUR BASIS FOR AN ILLNESS OR INJURY THROUGH THE MEDICAL, SURGICAL AND DIAGNOSTIC FACILITIES ON ITS PREMISES. AN ADMISSION MAY ALSO REFER TO A CONFINEMENT IN A SKILLED NURSING FACILITY, HOSPICE, LICENSED RESIDENTIAL TREATMENT CENTER, REHABILITATION CENTER, OR ANY OTHER TYPE OF HEALTHCARE FACILITY APPROVED BY THE PLAN.

ALLOWABLE CHARGES: THE MAXIMUM AMOUNT CONSIDERED FOR COVERED SERVICES. THE PLAN PAYS THE PERCENTAGE OF THE ALLOWABLE CHARGES SHOWN IN THE SCHEDULE OF BENEFITS, OR A PERCENTAGE OF THE ACTUAL BILL, WHICHEVER IS LESS. TO THE EXTENT BENEFITS ARE PAID PURSUANT TO THE PPO AGREEMENT OR CONTRACTED RATE, THE ALLOWABLE CHARGE IS THE RATE SPECIFIED IN SUCH AGREEMENT(S).

ALTERNATE BIRTHING FACILITY: A FACILITY LICENSED AS AN ALTERNATE

BIRTHING FACILITY BY AN AGENCY OF THE STATE IN WHICH SUCH FACILITY OPERATES. IF LICENSING IS NOT REQUIRED IN THE STATE OF OPERATION, THE CENTER MUST MEET THE AMERICAN PUBLIC HEALTH ASSOCIATION GUIDELINES FOR OPERATION OF BIRTHING CENTERS.

AMBULATORY MEDICAL-SURGICAL FACILITY: A FREESTANDING AMBULATORY SURGICAL CENTER OR A FACILITY OFFERING AMBULATORY MEDICAL SERVICES, PROVIDED SUCH FACILITIES ARE NOT PART OF A HOSPITAL AND FURTHER PROVIDED THAT SUCH FACILITIES HAVE BEEN LICENSED TO PROVIDE MEDICAL TREATMENT BY THE APPROPRIATE STATE BOARD OF HEALTH.

CARE MANAGEMENT: ALSO KNOWN AS "UTILIZATION MANAGEMENT" OR "UTILIZATION REVIEW." THE SYSTEM UTILIZED BY THE PLAN OR ITS DESIGNEE FOR IMPLEMENTING THE NECESSARY, APPROPRIATE, AND COST-EFFECTIVE ALLOCATION OF HEALTHCARE RESOURCES AND SERVICES PROVIDED TO OR PROPOSED FOR AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT. CARE MANAGEMENT CONSISTS OF, BUT IS NOT LIMITED TO: (i) PRE-CERTIFICATION, (ii) CONCURRENT REVIEW, (iii) RETROSPECTIVE REVIEW, OF CERTAIN INPATIENT AND OUTPATIENT SURGICAL PROCEDURES, HOSPITALIZATIONS, DIAGNOSTIC TESTING, PRESCRIPTION DRUG THERAPIES, AND SUCH OTHER SERVICES, TREATMENTS, AND PROCEDURES AS SPECIFIED IN THE PLAN'S SCHEDULES OF BENEFITS, AS AMENDED FROM TIME TO TIME.

CASE MANAGEMENT: A PROGRAM ADMINISTERED BY THE PLAN OR ITS DESIGNEE, WHEREBY MEDICAL PROFESSIONALS WORK WITH YOU, FAMILY/ CAREGIVERS, DOCTORS, AND OTHER HEALTHCARE PROVIDERS TO COORDINATE AND DEVELOP A TIMELY AND COST EFFECTIVE TREATMENT.

COBRA: THE FEDERAL LAW BY WHICH ELIGIBLE EMPLOYEES AND ELIGIBLE DEPENDENTS MAY CONTINUE TO RECEIVE BENEFITS AVAILABLE UNDER THE TERMS OF THE PLAN AFTER SUCH ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS NO LONGER SATISFY THE PLAN'S ELIGIBILITY REQUIREMENTS, PROVIDED THAT SUCH EMPLOYEES AND DEPENDENTS WHO WOULD OTHERWISE LOSE COVERAGE SATISFY THE CRITERIA FOR COBRA ELIGIBILITY.

COINSURANCE: THE PORTION (AS A PERCENT OF THE COST FOR SERVICES), THAT YOU MUST PAY EACH TIME YOU USE A SERVICE. THE AMOUNT VARIES, DEPENDING ON THE COST OF THE SERVICE.

CONTRACTED RATE: THE RATES SPECIFIED IN THE PLAN'S AGREEMENTS WITH PPO PROVIDERS FOR SPECIFIC SERVICES.

COORDINATION OF BENEFITS (COB): A PAYMENT POLICY OF THE PLAN THAT STATES HOW BENEFITS WILL BE PAID IF YOU OR YOUR ELIGIBLE DEPENDENTS ARE COVERED UNDER THIS PLAN AND ANOTHER HEALTH PLAN, AND/OR HOW

BENEFITS WILL BE PAID IF YOU AND YOUR ELIGIBLE DEPENDENTS HAVE DUAL COVERAGE UNDER THIS PLAN AND ANOTHER HEALTH PLAN.

COPAYMENTS OR COPAYS: THE DOLLAR AMOUNT THAT YOU OR YOUR ELIGIBLE DEPENDENTS MUST PAY DIRECTLY TO A PROVIDER OUT OF YOUR OWN POCKET AT THE TIME SERVICES ARE RENDERED WHEN ACCESSING CERTAIN BENEFITS AVAILABLE UNDER THE PLAN, AS SET FORTH IN THE PLAN'S APPLICABLE SCHEDULES OF BENEFITS.

CORRECTIVE APPLIANCES: THE GENERAL TERM FOR APPLIANCES OR DEVICES THAT SUPPORT (ORTHOTIC) OR REPLACE (PROSTHETIC) BODY PARTS TO ALLEVIATE A BODY DEFECT.

COSMETIC OR RECONSTRUCTIVE SURGERY: ANY SURGICAL PROCEDURE PRIMARILY FOR:

- IMPROVING PHYSICAL APPEARANCE; OR
- CHANGING OR RESTORING BODILY FORM WITHOUT MATERIALLY CORRECTING BODILY MALFUNCTION.

DEDUCTIBLE: THE AMOUNT OF ELIGIBLE EXPENSES WHICH MUST BE INCURRED BY AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT DURING EACH CALENDAR YEAR BEFORE BENEFITS BECOME PAYABLE UNDER THE PLAN.

DENTIST: AN INDIVIDUAL WHO IS LICENSED TO PRACTICE DENTISTRY OR PERFORM ORAL SURGERY IN THE STATE WHERE THE DENTAL SERVICE IS PERFORMED AND WHO IS OPERATING WITHIN THE SCOPE OF HIS LICENSE. FOR THE PURPOSE OF THIS DEFINITION, A DOCTOR WILL BE CONSIDERED TO BE A DENTIST WHEN HE PERFORMS AN ELIGIBLE DENTAL SERVICE AND IS OPERATING WITHIN THE SCOPE OF HIS OR HER LICENSE.

DOCTOR: A PERSON WHO IS LICENSED TO PRACTICE MEDICINE AND SURGERY AS A DOCTOR OF MEDICINE OR OSTEOPATHY OR A PERSON WHO IS A LICENSED DENTIST, PODIATRIST, CHIROPRACTOR, OR OPTOMETRIST WHO IS PRACTICING WITHIN THE SCOPE OF HIS OR HER LICENSE. FOR PURPOSES OF THE PLAN, "DOCTOR" DOES NOT INCLUDE THE EMPLOYEE OR HIS OR HER DEPENDENTS OR ANY PERSON WHO IS A RELATIVE BY BLOOD OR MARRIAGE OF THE EMPLOYEE OR HIS OR HER SPOUSE, EVEN IF HE OR SHE OTHERWISE SATISFIES THE REQUIREMENTS AS CONTAINED IN THE PLAN'S DEFINITION OF DOCTOR.

DURABLE MEDICAL EQUIPMENT: EQUIPMENT THAT:

- CAN WITHSTAND REPEATED USE;
- IS PRIMARILY AND CUSTOMARILY USED FOR A MEDICAL PURPOSE AND IS NOT GENERALLY USED IN THE ABSENCE OF AN INJURY OR ILLNESS; AND
- IS NOT DISPOSABLE OR NONDURABLE.

DURABLE MEDICAL EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, OXYGEN, VENTILATORS, HOSPITAL BEDS, AND WHEELCHAIRS.

EMERGENCY ADMISSION: AN EMERGENCY ADMISSION IS AN ADMISSION RESULTING FROM AN UNFORESEEN INJURY OR ILLNESS REQUIRING SURGICAL, MEDICAL, OR BEHAVIORAL HEALTH SERVICES TREATMENT OF SUFFICIENT SEVERITY THAT IN THE ABSENCE OF IMMEDIATE SURGICAL, MEDICAL, OR BEHAVIORAL HEALTH TREATMENT COULD RESULT IN SERIOUS PHYSICAL IMPAIRMENT OF BODILY FUNCTIONS OR DEATH. AN EMERGENCY ADMISSION IS ALSO DEFINED AS ONE WHERE A DOCTOR ADMITS AN INDIVIDUAL TO AN ACUTE CARE HOSPITAL DUE TO A SUDDEN OR UNEXPECTED CHANGE IN THE INDIVIDUAL'S PHYSICAL OR MENTAL CONDITION THAT IS SEVERE ENOUGH TO REQUIRE IMMEDIATE CONFINEMENT TO SUCH INSTITUTION AS AN INPATIENT.

EMERGENCY TREATMENT: MEDICALLY NECESSARY TREATMENT RECEIVED IN CONNECTION WITH AN UNFORESEEN INJURY OR ILLNESS REQUIRING SURGICAL, MEDICAL, OR BEHAVIORAL HEALTH ATTENTION WITHIN 24 HOURS OF ONSET, AND WHICH, WITHOUT CARE, WOULD RESULT IN SERIOUS PHYSICAL IMPAIRMENT OR DEATH. THE PLAN ADMINISTRATOR ALONG WITH COMPETENT MEDICAL ADVICE HAS SOLE DISCRETION IN DETERMINING WHAT IS CONSIDERED AN EMERGENCY.

EMPLOYER: COOPER TIRE & RUBBER COMPANY.

ERISA: THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 IS A LEGISLATIVE ACT DEFINING THE FIDUCIARY RESPONSIBILITIES OF THE PEOPLE ENGAGED IN THE ADMINISTRATION, SUPERVISION AND MANAGEMENT OF HEALTH AND PENSION PLANS. ERISA ALSO GIVES SPECIFIC RIGHTS TO PARTICIPANTS OF HEALTH AND PENSION PLANS.

EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN PROCEDURES: EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN PROCEDURES ARE THOSE WHICH ARE CLASSIFIED THAT WAY BY AGENCIES OR SUBDIVISIONS OF THE FEDERAL GOVERNMENT SUCH AS THE FOOD AND DRUG ADMINISTRATION (FDA) OR THE OFFICE OF HEALTH TECHNOLOGY ASSESSMENT OF THE HEALTH CARE FINANCING ADMINISTRATION (HCFA); OR ACCORDING TO HCFA'S MEDICAL COVERAGE ISSUES MANUAL OR MEDICARE.

HOME HEALTH CARE: CONTINUED CARE OR TREATMENT OF AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT IN HIS/HER HOME. TO QUALIFY, A PLAN MUST BE ESTABLISHED IN WRITING BY A DOCTOR WHO CERTIFIES THAT THE ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT WOULD REQUIRE CONFINEMENT IN A HOSPITAL IF HE DID NOT HAVE THE CARE AND TREATMENT STATED IN THE PLAN. THE PLAN IS SUBJECT TO REVIEW AND APPROVAL BY AN APPROVED MEDICAL REVIEW ORGANIZATION.

HOSPICE: A MEDICARE CERTIFIED AND LICENSED FACILITY AND/OR PERSONNEL CONTRACTED WITH THE PLAN TO PROVIDE INPATIENT ACUTE CARE SERVICES AND OUTPATIENT SERVICES TO TERMINALLY ILL ELIGIBLE PERSONS.

HOSPITAL: AN INSTITUTION THAT:

- IS CONSTITUTED, LICENSED AND OPERATED IN AGREEMENT WITH THE LAWS THAT APPLY TO HOSPITALS; AND
- MAINTAINS ON ITS PREMISES FACILITIES NECESSARY TO DIAGNOSE AND MEDICALLY AND/OR SURGICALLY TREAT INJURY AND ILLNESS; AND
- PROVIDES TREATMENT ON AN INPATIENT BASIS; AND
- PROVIDES TREATMENT FOR COMPENSATION BY OR UNDER THE SUPERVISION OF DOCTORS; AND
- HAS CONTINUOUS, 24-HOUR NURSING SERVICE BY REGISTERED GRADUATE NURSES; AND
- IS ACCREDITED AS A HOSPITAL BY THE JOINT COMMISSION ON THE ACCREDITATION OF HEALTH CARE ORGANIZATIONS OR IN THE SOLE DISCRETION OF THE PLAN ADMINISTRATOR IS A HOSPITAL WITH EQUIVALENT STANDARDS AND OTHERWISE MEETS THE ABOVE-DESCRIBED REQUIREMENTS.

A HOSPITAL IS NOT AN INSTITUTION OR PART OF AN INSTITUTION THAT IS PRIMARILY A NURSING HOME OR PRIMARILY A PLACE FOR REST FOR THE AGED.

ILLNESS: ANY PHYSICAL OR MENTAL SICKNESS OR DISEASE WHICH MANIFESTS TREATABLE SYMPTOMS AND WHICH REQUIRES TREATMENT OF A DOCTOR. THIS DEFINITION ALSO INCLUDES PREGNANCY AND THE TREATMENT FOR ALCOHOL AND SUBSTANCE ABUSE, AS WELL AS PSYCHIATRIC CONDITIONS.

INJURY: TRAUMA TO THE BODY REQUIRING TREATMENT BY A DOCTOR, CAUSED BY A SUDDEN, UNFORESEEN, UNEXPECTED EXTERNAL EVENT, OR ACCIDENT.

MEDICALLY NECESSARY CARE AND TREATMENT: THOSE PROCEDURES, TREATMENTS, SERVICES, SUPPLIES, AND FACILITIES WHERE TREATMENT IS RENDERED, WHICH ARE, WHETHER RENDERED ON AN IMPATIENT OR OUTPATIENT BASIS:

1. **NECESSARY, APPROPRIATE AND EFFECTIVE FOR THE INJURY OR ILLNESS BEING TREATED AND CONSISTENT WITH THE CONDITION'S RECORDED DIAGNOSIS;**
2. **BROADLY ACCEPTED BY THE ORGANIZED MEDICAL COMMUNITY IN THE UNITED STATES AS BEING REQUIRED IN ACCORDANCE WITH GOOD MEDICAL PRACTICE AND GENERALLY RECOGNIZED PROFESSIONAL STANDARDS; AND**
3. **NOT GENERALLY REGARDED AS EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN PROCEDURES.**

THE FINAL DETERMINATION AS TO WHAT CONSTITUTES MEDICALLY NECESSARY CARE AND TREATMENT UNDER THE PLAN SHALL BE MADE BY THE PLAN ADMINISTRATOR AND/OR ITS DESIGNEE, ALONG WITH COMPETENT MEDICAL ADVICE UNLESS OTHERWISE SPECIFIED IN THE PLAN DOCUMENT OR IN THE POLICIES AND PROCEDURES ADOPTED BY THE PLAN ADMINISTRATOR FROM TIME TO TIME, AS THEY DEEM APPROPRIATE IN CARRYING OUT THE ADMINISTRATION OF THE PLAN.

MEDICARE: BENEFITS PROVIDED UNDER TITLE XVIII OF THE UNITED STATES SOCIAL SECURITY ACT OF 1965, AS AMENDED FROM TIME TO TIME.

MENTAL ILLNESS: MENTAL DISEASE OR DISORDER OR FUNCTIONAL NERVOUS DISORDER AS RECOGNIZED OR DEFINED BY THE AMERICAN PSYCHIATRIC ASSOCIATION.

NURSE MIDWIFE: A PERSON WHO:

- MAINTAINS CURRENT STATE LICENSURE TO PRACTICE AS A REGISTERED NURSE AND HAS A CURRENT CERTIFICATION FROM AMERICAN COLLEGE OF NURSE MIDWIVES,
- WORKS IN A COLLABORATIVE RELATIONSHIP WITH A DOCTOR LICENSED IN THE STATE IN WHICH TREATMENT IS PROVIDED,
- IF PRESCRIBING MEDICATIONS, HOLDS A CURRENT CERTIFICATE OF RECOGNITION FROM THE STATE BOARD OF PHARMACY IN THE STATE IN WHICH THE TREATMENT IS PROVIDED.

NURSE PRACTITIONER: A PERSON WHO:

- MAINTAINS CURRENT STATE LICENSURE TO PRACTICE AS A REGISTERED NURSE AND AS AN ADVANCED PRACTITIONER OF NURSING,
- IS A GRADUATE OF AN ACCREDITED SCHOOL OF NURSING AND AN AMERICAN NURSES ASSOCIATION (ANA) OR NATIONAL LEAGUE OF NURSING (NLN) ACCREDITED NURSE PRACTITIONER PROGRAM,
- WORKS IN A COLLABORATIVE RELATIONSHIP WITH A DOCTOR LICENSED IN THE STATE IN WHICH TREATMENT IS PROVIDED,
- IF PRESCRIBING MEDICATIONS, HOLDS A CURRENT CERTIFICATE OF RECOGNITION FROM THE STATE BOARD OF PHARMACY IN THE STATE IN WHICH THE TREATMENT IS PROVIDED.

PLAN ADMINISTRATOR: COOPER TIRE & RUBBER COMPANY.

PLAN: THE PLAN, PROGRAM, METHOD, AND PROCEDURE ADOPTED BY THE PLAN ADMINISTRATOR FOR THE PAYMENT OF MEDICAL, PRESCRIPTION DRUG, VISION, AND DENTAL BENEFITS PERMISSIBLE UNDER 29 U.S.C.

SECTION 186, AND IN ACCORDANCE WITH SUCH AMENDMENTS, RULES, AND REGULATIONS, AS ARE ADOPTED BY THE PLAN ADMINISTRATOR.

PPO PROVIDER: HEALTHCARE PROFESSIONALS OR FACILITIES THAT HAVE A CONTRACT WITH THE PLAN TO PROVIDE SPECIFIC SERVICES TO PLAN PARTICIPANTS AT SPECIFIC RATES.

PREFERRED PROVIDER ORGANIZATION (PPO) BENEFITS: THOSE HEALTH BENEFITS PAYABLE UNDER THE PLAN FOR SERVICES RECEIVED FROM PPO PROVIDERS THAT HAVE BEEN CONTRACTED WITH THE PLAN TO PROVIDE SERVICES AT ESTABLISHED RATES.

PRE-CERTIFICATION: ALSO KNOWN AS "PRIOR-AUTHORIZATION" OR "PRE-ADMISSION REVIEW." THE REQUIREMENT THAT THE PLAN OR ITS DESIGNEE BE PROVIDED WITH JUSTIFICATION, AS A CONDITION OF COVERAGE AND REIMBURSEMENT BY THE PLAN, FOR THE DELIVERY OF PARTICULAR SERVICES, AND/OR MEDICATIONS TO AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT PRIOR TO THE ACTUAL PROVISION OF SUCH SERVICES, SUPPLIES, AND/OR MEDICATIONS. THE PLAN OR ITS DESIGNEE MAY, FROM TIME TO TIME, AMEND CATEGORIES OF MEDICAL SERVICES, SUPPLIES, AND/OR MEDICATIONS THAT REQUIRE PRIOR AUTHORIZATION UNDER THE PLAN.

PROSTHETIC APPLIANCE (OR DEVICE): AN ARTIFICIAL APPLIANCE OR DEVICE DESIGNED TO REPLACE ALL OR PART OF A BODY PART AND USED TO ALLEVIATE A BODY DEFECT, INCLUDING, BUT NOT LIMITED TO, ARTIFICIAL LIMBS, HEART PACEMAKERS, CORRECTIVE LENSES NEEDED AFTER CATARACT SURGERY.

REASONABLE OR CUSTOMARY CHARGE: A CHARGE FOR HEALTHCARE SERVICES THAT IS CONSISTENT WITH THE PREVAILING RATE OR CHARGE WITHIN A CERTAIN GEOGRAPHICAL AREA FOR IDENTICAL OR SIMILAR SERVICES OR SUPPLIES. A FEE IS CONSIDERED TO BE REASONABLE AND CUSTOMARY IF IT FALLS WITHIN THE PARAMETERS OF THE AVERAGE OR COMMONLY CHARGED FEE FOR THE PARTICULAR SERVICE OR SUPPLY WITHIN THAT SPECIFIC COMMUNITY.

ROOM AND BOARD: CHARGES MADE BY A HOSPITAL FOR THE COST OF A SEMI-PRIVATE ROOM, GENERAL DUTY NURSING CARE, AND OTHER SERVICES ROUTINELY PROVIDED TO ALL INPATIENTS, NOT INCLUDING SPECIAL CARE UNITS.

SECOND OPINION: A MEDICAL OPINION BY A DOCTOR OTHER THAN AN ELIGIBLE EMPLOYEE'S OR ELIGIBLE DEPENDENT'S TREATING DOCTOR. THE PLAN, OR ITS DESIGNEE, HAS THE RIGHT TO REQUIRE YOU TO OBTAIN A SECOND OPINION PRIOR TO RECEIVING ANY BENEFITS THAT MAY OTHERWISE BE AVAILABLE UNDER THE PLAN.

SKILLED NURSING FACILITY: AN INSTITUTION OR THAT PART OF ANY INSTITUTION WHICH OPERATES TO PROVIDE CONVALESCENT OR NURSING CARE AND:

- **IS PRIMARILY ENGAGED IN PROVIDING TO INPATIENTS:**
- **SKILLED NURSING CARE AND RELATED SERVICES FOR PATIENTS WHO REQUIRE MEDICAL OR NURSING CARE, OR REHABILITATION SERVICES FOR THE REHABILITATION OF INJURED, DISABLED, OR SICK PERSONS; AND**
- **HAS POLICIES, WHICH ARE DEVELOPED WITH THE ADVICE OF (AND WITH PROVISIONS FOR REVIEW OF SUCH POLICES FROM TIME TO TIME BY) A GROUP OF PROFESSIONAL PERSONNEL, INCLUDING ONE OR MORE DOCTORS AND ONE OR MORE REGISTERED NURSES, TO GOVERN THE SKILLED NURSING CARE AND RELATED MEDICAL OR OTHER SERVICES IT PROVIDES; AND**
- **HAS A DOCTOR; A REGISTERED NURSE OR MEDICAL STAFF RESPONSIBLE FOR THE EXECUTION OF SUCH POLICIES; AND**
- **HAS A REQUIREMENT THAT THE HEALTHCARE OF EVERY PATIENT BE UNDER THE SUPERVISION OF A DOCTOR AND PROVIDES FOR HAVING A DOCTOR AVAILABLE TO FURNISH NECESSARY MEDICAL CARE IN CASE OF EMERGENCY; AND**
- **MAINTAINS CLINICAL RECORDS ON ALL PATIENTS; AND**
- **PROVIDES 24-HOUR NURSING SERVICE WHICH IS SUFFICIENT TO MEET NURSING NEEDS IN ACCORDANCE WITH THE POLICIES DEVELOPED, AND HAS AT LEAST ONE REGISTERED NURSE EMPLOYED FULL TIME; AND**
- **PROVIDES APPROPRIATE METHODS AND PROCEDURES FOR THE DISPENSING AND ADMINISTERING OF DRUGS AND BIOLOGICALS; AND**
- **IN THE CASE OF AN INSTITUTION IN ANY STATE IN WHICH STATE OR APPLICABLE LOCAL LAW PROVIDES FOR THE LICENSING OF INSTITUTIONS OF THIS NATURE: (i) IS LICENSED PURSUANT TO SUCH LAW, OR (ii) IS APPROVED BY THE AGENCY OF THE STATE OR LOCALITY RESPONSIBLE FOR LICENSING INSTITUTIONS OF THIS NATURE AS MEETING THE STANDARDS ESTABLISHED FOR SUCH LICENSING; AND**
- **MEETS ANY OTHER CONDITIONS RELATING TO THE HEALTH AND SAFETY OF INDIVIDUALS WHO ARE FURNISHED SERVICES IN SUCH INSTITUTIONS OR RELATING TO THE PHYSICAL FACILITIES THEREOF.**

SOCIAL SECURITY DISABILITY: DISABILITY UNDER SOCIAL SECURITY IS BASED UPON YOUR INABILITY TO WORK. THE SOCIAL SECURITY ADMINISTRATION CONSIDERS YOU DISABLED UNDER SOCIAL SECURITY RULES IF YOU CANNOT DO WORK YOU DID BEFORE AND THE SOCIAL SECURITY ADMINISTRATION DETERMINES THAT YOU CANNOT ADJUST TO OTHER WORK DUE TO YOUR MEDICAL CONDITION. YOUR DISABILITY MUST

ALSO BE EXPECTED TO LAST FOR AT LEAST ONE YEAR OR TO RESULT IN DEATH.

SPECIAL CARE UNIT: A HOSPITAL UNIT WHICH PROVIDES CONCENTRATED SPECIAL EQUIPMENT AND SKILLED PERSONNEL FOR THE CARE OF THE CRITICALLY ILL PATIENTS REQUIRING IMMEDIATE, CONSTANT AND CONTINUOUS ATTENTION. THIS INCLUDES CHARGES FOR INTENSIVE CARE, CORONARY CARE, AND ACUTE CARE UNITS OF A HOSPITAL, BUT DOES NOT INCLUDE A SURGICAL RECOVERY OR POST-OPERATIVE ROOM. THE UNIT MUST MEET THE REQUIRED STANDARDS OF THE JOINT COMMISSION ON ACCREDITATION OF HOSPITALS FOR SPECIAL CARE UNITS.

SUBROGATION: THE PLAN'S RIGHT TO WITHHOLD BENEFITS AND/OR RECOVER AMOUNTS PAID ON BEHALF OF AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT IF ANOTHER PARTY OR ANOTHER PARTY'S INSURER MAY BE LIABLE FOR THE EXPENSES.

SUBSTANCE ABUSE: DEPENDENCE ON DRUGS OR ALCOHOL. THIS INCLUDES, BUT IS NOT LIMITED TO, DEPENDENCE ON DRUGS THAT ARE MEDICALLY PRESCRIBED.

SURGICAL ASSISTANT: A PERSON WHO IS A GRADUATE OF A SURGEON ASSISTANT PROGRAM APPROVED BY THE COMMISSION ON ACCREDITATION OF ALLIED HEALTH EDUCATION PROGRAMS AND IS CURRENTLY CERTIFIED BY THE NATIONAL COMMISSION ON CERTIFICATION OF PHYSICIAN ASSISTANTS, WHO IS CERTIFIED TO PERFORM MEDICAL SERVICES WITH DOCTOR SUPERVISION BY THE BOARD OF MEDICAL EXAMINERS OF THE STATE IN WHICH THE TREATMENT WAS PROVIDED. FOR PURPOSES OF THE PLAN, THE TERM "SURGICAL ASSISTANT" DOES NOT INCLUDE THE ELIGIBLE EMPLOYEE OR HIS OR HER ELIGIBLE DEPENDENTS OR ANY PERSON WHO IS A SPOUSE, CHILD, PARENT, BROTHER, OR SISTER OF THE ELIGIBLE EMPLOYEE, OR HIS OR HER SPOUSE, EVEN IF HE OR SHE OTHERWISE SATISFIES THE ABOVE-DESCRIBED REQUIREMENTS.

SURGICAL SUPPLIES: SUPPLIES AND DRESSINGS REQUIRED TO COVER OR PROTECT AN OPEN WOUND RESULTING FROM A COVERED SURGICAL PROCEDURE. SURGICAL SUPPLIES DOES NOT INCLUDE SUPPORT HOSE EXCEPT DURING SURGICAL PROCEDURE.

TERMINAL ILLNESS: ANY SICKNESS OR DISEASE DETERMINED TO HAVE NO EFFECTIVE TREATMENT OR CURE AND RESULTING IN A LIFE EXPECTANCY OF SIX (6) MONTHS OR LESS.

TOTAL DISABILITY: AN ELIGIBLE EMPLOYEE IS CONSIDERED TO BE TOTALLY DISABLED IF HE OR SHE IS PREVENTED BY ACCIDENT, INJURY, OR ILLNESS FROM ENGAGING IN ANY OCCUPATION FOR WHICH HE OR SHE IS REASONABLY

QUALIFIED BY EDUCATION, TRAINING OR EXPERIENCE, PROVIDED THAT SUCH **TOTAL DISABILITY** IS ESTABLISHED BY OBJECTIVE MEDICAL EVIDENCE OF A NATURE SATISFACTORY TO THE **PLAN** OR ITS DESIGNEE, AND FURTHER PROVIDED THAT THE NATURE OF THE DISABILITY FOR WHICH BENEFITS ARE CLAIMED ARE OF SUCH SEVERITY AS TO REQUIRE THE EMPLOYEE TO BE UNDER THE REGULAR AND CONTINUOUS CARE OF A **DOCTOR**. THE **PLAN**, OR ITS DULY AUTHORIZED DESIGNEE, SHALL REVIEW AND ASSESS THE OBJECTIVE MEDICAL EVIDENCE SUBMITTED BY THE ELIGIBLE EMPLOYEE. SUCH OBJECTIVE MEDICAL EVIDENCE MUST INDICATE, TO THE EXTENT FEASIBLE WITH RESPECT TO A GIVEN CONDITION, CLINICAL EVIDENCE OF THE CAUSE OF THE CONDITION, SUCH AS LABORATORY RESULTS, X-RAYS AND IMAGING FILES, AND SUCH OTHER MEDICAL TESTS AS ARE APPROPRIATE TO PERMIT MEASUREMENT OF THE CLAIMED INJURY OR ILLNESS. SUBJECTIVE COMPLAINTS BY AN ELIGIBLE EMPLOYEE SHALL NOT CONSTITUTE OBJECTIVE MEDICAL EVIDENCE WITHIN THE MEANING OF THE **PLAN**. THE **PLAN**, OR ITS DESIGNEE, SHALL HAVE THE RIGHT, IN THEIR SOLE DISCRETION, TO DETERMINE WHAT RECORDS AND/OR TEST RESULTS CONSTITUTE OBJECTIVE MEDICAL EVIDENCE.

URGENT CARE: MEDICAL CARE SERVICES OR SUPPLIES, WITHOUT WHICH A PERSON'S LIFE, HEALTH, OR ABILITY TO REGAIN MAXIMUM FUNCTION WOULD BE IN SERIOUS JEOPARDY.

URGENT CARE FACILITY: A FREESTANDING FACILITY OFFERING AMBULATORY MEDICAL SERVICES, PROVIDED SUCH FACILITY IS NOT PART OF A **HOSPITAL** AND FURTHER PROVIDED THAT SUCH FACILITY HAS BEEN LICENSED TO PROVIDE MEDICAL TREATMENT BY THE APPROPRIATE **STATE BOARD OF HEALTH**.
WELL-BABY CARE: CARE OBTAINED FOR NON-ILLNESS RELATED VISITS TO A HEALTHCARE PROFESSIONAL FOR DEPENDENT CHILDREN TO AGE 4.

WORKERS' COMPENSATION: THE LAWS OF ANY STATE THAT IMPOSE LIABILITY ON AN EMPLOYER OF A PERSON WHO IS INJURED, BECOMES ILL, OR KILLED AS A RESULT OF, OR IN CONNECTION WITH, A WORK-RELATED ACTIVITY, OR WHOSE INJURY, ILLNESS, AND/OR DEATH, ARISE OUT OF, OR IN THE COURSE OF SUCH EMPLOYMENT, OR WHICH IMPOSE SUCH LIABILITY ON THE EMPLOYER'S **WORKERS' COMPENSATION INSURANCE**.

11.19 HOW THE PLAN PAYS BENEFITS

PLAN BENEFITS FOR INJURIES OR ILLNESSES ARE BASED ON ALLOWABLE CHARGES FOR COVERED SERVICES RESULTING FROM MEDICALLY NECESSARY CARE AND TREATMENT PRESCRIBED OR FURNISHED BY A DOCTOR OR HEALTHCARE PROFESSIONAL.

READ THIS SECTION CAREFULLY, AS IT EXPLAINS HOW MUCH THE PLAN WILL PAY AND HOW MUCH YOU MAY BE REQUIRED TO PAY FOR SERVICES AND SUPPLIES.

INJURIES AND ILLNESSES

THE PLAN PROVIDES MEDICAL BENEFITS FOR THE TREATMENT OF ILLNESSES OR INJURIES NOT RELATED TO EMPLOYMENT.

PPO (PREFERRED PROVIDER ORGANIZATIONS)

WITH A PPO, YOU HAVE A CHOICE EACH TIME YOU SEEK CARE. YOU CAN OBTAIN SERVICES FROM A DOCTOR, HOSPITAL, OR OTHER MEDICAL PROVIDERS WHO ARE PPO PROVIDERS IN YOUR PPO NETWORK OR YOU CAN USE "OUT-OF-NETWORK" PROVIDERS. IF YOU CHOOSE TO USE AN OUT-OF-NETWORK PROVIDER FOR SERVICES, YOU WILL PAY MORE OUT-OF-POCKET FOR YOUR CARE.

A PPO OFFERS A NETWORK OF PROVIDERS WHO HAVE AGREED TO PERFORM SERVICES AT SET RATES. PROVIDERS WHO HAVE AGREEMENTS WITH THE PPO ARE KNOWN AS PPO PROVIDERS. ALL OTHER PROVIDERS ARE KNOWN AS "OUT-OF-NETWORK" PROVIDERS. FOR BENEFIT PURPOSES, THE PPO OPTIONS DISTINGUISH BETWEEN IN-NETWORK AND OUT-OF-NETWORK PROVIDERS. TO RECEIVE THE PLANS' HIGHEST REIMBURSEMENT LEVELS, ALL MEDICAL TREATMENT MUST BE ADMINISTERED BY IN-NETWORK PROVIDERS. TREATMENT RECEIVED FROM OUT-OF-NETWORK PROVIDERS IS GENERALLY REIMBURSED AT A LOWER LEVEL. ADDITIONALLY, YOUR OUT-OF-POCKET COSTS ARE ALWAYS LOWER WHEN YOU USE A PPO PROVIDER.

COVERED PROVIDERS

THE PLAN ONLY PAYS FOR SERVICES RENDERED BY A COVERED PROVIDER. A COVERED PROVIDER MUST BE PRACTICING WITHIN THE SCOPE OF HIS OR HER LICENSE IN ORDER FOR THE PLAN TO PAY FOR BENEFITS RECEIVED.

THE FOLLOWING PROVIDERS ARE COVERED UNDER THE PLAN:

MEDICAL DOCTOR (M.D.)

HOSPITAL

AMBULATORY SURGICAL CENTER

URGENT CARE CENTER

DOCTOR OF OSTEOPATHY (D.O.)

OPTOMETRIST (O.D.) FOR EMERGENCY ROOM CARE & ORTHOPTIC TRAINING

PHYSICIAN ASSISTANT (P.A.)

REGISTERED NURSE (R.N.)

LICENSED PRACTICAL NURSE (L.P.N.)

SURGICAL ASSISTANT

CERTIFIED REGISTERED NURSE ANESTHETIST (C.R.N.A)

PHYSICAL THERAPIST (P.T.)

OCCUPATIONAL THERAPIST (O.T.)

DOCTOR OF PHILOSOPHY/PSYCHOLOGY (PHD)

LICENSED SOCIAL WORKER (L.S.W) (UNDER THE SUPERVISION OF A PHD AND BILLED AS SUCH)

MASTER OF SOCIAL WORK (M.S.W.)
MASTER OF SCIENCE, PSYCHOLOGY (M.S.)
DOCTOR OF CHIROPRACTIC (D.C.)
NURSE PRACTITIONER (N.P.)
CERTIFIED NURSE MIDWIFE (C.N.M) (FOR MATERNITY AND SERVICES RELATING TO DELIVERY ONLY)
SKILLED NURSING FACILITY (S.N.F)
ACUPUNCTURIST (LICENSED AND WORKING WITHIN THE SCOPE OF HIS OR HER PRACTICE)
PODIATRIST (D.P.M.)
DENTIST (D.D.S. OR D.M.D.)
ORAL SURGEON (D.D.S)
AUDIOLOGIST/ SPEECH PATHOLOGIST

ALLOWABLE CHARGES

THE PLAN PAYS BENEFITS BASED UPON ALLOWABLE CHARGES. AN ALLOWABLE CHARGE IS THE AMOUNT UPON WHICH BENEFITS ARE BASED FOR COVERED TREATMENTS, SERVICES, OR SUPPLIES. THE PLAN'S ALLOWABLE CHARGE MAY BE LESS THAN THE AMOUNT OF THE BILL FROM THE PROVIDER.

- **PPO PROVIDERS WILL ACCEPT THE PLAN'S ALLOWABLE CHARGE, PLUS THE PORTION YOU OWE AS COPAYS, COINSURANCE, OR DEDUCTIBLES, AS PAYMENT IN FULL.**
- **NON-PPO PROVIDERS MAY CHARGE YOU FOR ANY AMOUNTS OVER WHAT THE PLAN WILL PAY. THE PLAN WILL ONLY PAY UP TO THE REASONABLE AND CUSTOMARY CHARGE FOR NON-PPO PROVIDER CHARGES AND YOU MAY BE RESPONSIBLE FOR THE REMAINING CHARGES.**

THE PLAN ADMINISTRATOR HAS THE SOLE AUTHORITY TO DETERMINE THE LEVEL OF ALLOWABLE CHARGES THE PLAN WILL USE, AND IN ALL CASES THE PLAN ADMINISTRATOR'S DETERMINATION WILL BE FINAL AND BINDING.

PPO VERSUS NON-PPO PROVIDERS

FOR PURPOSES OF PAYMENT OF BENEFITS, THE PLAN DISTINGUISHES BETWEEN TREATMENT BY PPO PROVIDERS IN YOUR NETWORK, AND TREATMENT BY NON-PPO PROVIDERS. IF YOU SELECT EITHER PPO OPTION, TO RECEIVE THE PLAN'S HIGHEST REIMBURSEMENT LEVELS, ALL MEDICAL TREATMENT MUST BE ADMINISTERED BY PPO PROVIDERS IN YOUR NETWORK. TREATMENT RECEIVED FROM PPO PROVIDERS OUTSIDE OF YOUR PPO NETWORK OR NON-PPO PROVIDERS IS GENERALLY REIMBURSED AT A LOWER LEVEL. REDUCED HEALTH CARE COSTS ARE THE PRIMARY ADVANTAGE TO USING PPO DOCTORS AND HOSPITALS IN YOUR NETWORK. BECAUSE SERVICES ARE PROVIDED AT DISCOUNTED RATES, YOUR OUT-OF-POCKET COSTS - THE AMOUNTS YOU HAVE TO PAY - ARE LOWER THAN THEY WOULD BE OTHERWISE. YOU ONLY HAVE TO PAY THE DIFFERENCE BETWEEN PLAN

BENEFITS AND THE PROVIDER'S DISCOUNTED RATE. FOR TREATMENT BY A NON-PPO PROVIDER OR A PPO PROVIDER OUTSIDE OF YOUR NETWORK, YOU PAY THE DIFFERENCE BETWEEN PLAN BENEFITS AND THE PROVIDER'S BILLED CHARGE.

WHAT YOU PAY

YOU ARE RESPONSIBLE FOR PAYING THE DEDUCTIBLE, ANY REQUIRED COPAYMENTS OR COINSURANCE, AND ANY PORTION OF CHARGES THE PLAN DOES NOT PAY.

- **FOR TREATMENT BY A PPO PROVIDER WITHIN YOUR NETWORK, YOU ARE ONLY RESPONSIBLE FOR PAYING THE ABOVE CHARGES UP TO THE CONTRACTED RATE.**
- **FOR TREATMENT BY A NON-PPO PROVIDER, OR A PPO PROVIDER OUTSIDE OF YOUR PPO NETWORK, YOU ARE ALSO RESPONSIBLE FOR PAYING THE DIFFERENCE BETWEEN THE ALLOWABLE CHARGE AND THE PROVIDER'S BILLED CHARGE.**
- **THOUGH THEY SHOULD NOT OCCUR, THE COMPANY WILL CONTINUE TO PROVIDE LEGAL ASSISTANCE TO CHALLENGING ABOVE REASONABLE AND CUSTOMARY CHARGES ON IN-NETWORK SERVICES.**

11.20 GENERAL PLAN EXCLUSIONS AND LIMITATIONS: MEDICAL, PRESCRIPTION DRUG, AND VISION BENEFITS

THESE EXCLUSIONS APPLY TO ALL OF YOUR BENEFITS AND ARE IN ADDITION TO THE INDIVIDUAL BENEFITS EXCLUSIONS WHICH RELATED SPECIFICALLY TO YOUR MEDICAL BENEFITS (MEDICAL BENEFITS: SPECIFIC PLAN EXCLUSIONS AND LIMITATIONS), VISION BENEFITS (VISION BENEFITS: SPECIFIC BENEFIT EXCLUSIONS AND LIMITATIONS) AND PRESCRIPTION DRUG BENEFITS (PRESCRIPTION DRUG BENEFITS: SPECIFIC BENEFIT EXCLUSIONS AND LIMITATIONS).

YOUR PLAN DOES NOT INCLUDE, AND NO BENEFIT WILL BE PAID UNDER THE PLAN, FOR CHARGES INCURRED OR RESULTING FROM THE FOLLOWING:

- **ANY BODILY INJURY OR ILLNESS FOR WHICH THE PERSON FOR WHOM A CLAIM IS MADE IS NOT UNDER THE CARE OF A DOCTOR.**
- **ANY INJURY, ILLNESS, OR VISION TREATMENT WHICH ARISES OUT OF OR IN THE COURSE OF ANY OCCUPATION OR EMPLOYMENT, OR FOR WHICH A PERSON HAS RECEIVED OR IS ENTITLED TO RECEIVE BENEFITS UNDER A WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, WHETHER OR NOT APPLICATION HAS BEEN MADE OR APPROVED FOR SUCH BENEFITS.**
- **ANY TREATMENT, SERVICES, OR SUPPLIES: FOR WHICH NO CHARGE IS MADE, FOR WHICH A PERSON IS NOT REQUIRED TO PAY, OR WHICH ARE FURNISHED BY OR PAYABLE UNDER ANY PLAN OR LAW OF A FEDERAL OR STATE GOVERNMENT ENTITY, OR PROVIDED BY A COUNTY, PARISH, OR MUNICIPAL HOSPITAL WHEN THERE IS NO**

**LEGAL REQUIREMENT TO PAY FOR SUCH TREATMENT, SERVICES,
OR SUPPLIES.**

- **ANY CHARGE WHICH IS IN EXCESS OF THE PLAN'S ALLOWABLE CHARGE.**
- **ANY LOSS, EXPENSE, OR CHARGE WHICH RESULTS FROM PREGNANCY, CHILDBIRTH, MISCARRIAGE, OR ABORTION INCURRED BY DEPENDENT CHILDREN.**
- **ANY CHARGES FOR AN INFANT BORN TO A DEPENDENT CHILD.**
- **ANY LOSS, EXPENSE, OR CHARGE INCURRED IN CONNECTION WITH SERVICES AND/OR TREATMENT RENDERED TO TREAT AN INJURY OR ILLNESS INCURRED BY AN ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT WHILE THE ELIGIBLE EMPLOYEE OR ELIGIBLE DEPENDENT IS ON ACTIVE DUTY OR IN TRAINING IN THE ARMED FORCES, NATIONAL GUARD, OR RESERVES OF ANY COUNTRY.**
- **ANY LOSS, EXPENSE, OR CHARGE INCURRED IN CONNECTION WITH SERVICES AND/OR TREATMENT RENDERED BY A VETERAN'S HOSPITAL FOR AN ELIGIBLE EMPLOYEE'S OR ELIGIBLE DEPENDENT'S ILLNESS, INJURY, OR DISABILITY THAT RESULTED FROM OR IS CONNECTED WITH THE ELIGIBLE EMPLOYEE'S OR ELIGIBLE DEPENDENT'S SERVICE IN THE ARMED FORCES, NATIONAL GUARD, OR RESERVES OF ANY STATE, TO THE EXTENT PERMITTED BY LAW. IN NO EVENT WILL THE PLAN BE RESPONSIBLE FOR EXPENSES OR CHARGES INCURRED AT A VETERAN'S HOSPITAL IF THE PLAN WOULD NOT OTHERWISE PROVIDE COVERAGE FOR THE SERVICES AND/OR TREATMENTS FOR WHICH BENEFITS OR REIMBURSEMENT ARE SOUGHT.**
- **TREATMENT, SERVICES, OR SUPPLIES NOT RECOMMENDED OR APPROVED BY A DOCTOR, OR DETERMINED NOT TO BE MEDICALLY NECESSARY CARE AND TREATMENT, IN TREATING THE INJURY OR ILLNESS.**
- **EXPERIMENTAL TREATMENT, OR TREATMENT THAT IS NOT IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL MEDICAL STANDARDS AS DEFINED BY THE PLAN.**
- **ANY INJURY OR ILLNESS RESULTING FROM PARTICIPATION IN AN INSURRECTION OR RIOT, OR PARTICIPATION IN THE COMMISSION OF AN ASSAULT, FELONY, OR AS THE AGGRESSOR IN AN ALTERCATION.**
- **CHARGES RESULTING FROM WAR OR ACT OF WAR, WHETHER DECLARED OR NOT.**
- **ANY EXPENSE OR CHARGE FOR FAILURE TO APPEAR FOR AN APPOINTMENT AS SCHEDULED, OR CHARGE FOR COMPLETION OF CLAIM FORMS, OR FINANCE CHARGES.**
- **PERSONAL CONVENIENCE ITEMS.**
- **CHARGES SUBMITTED LATER THAN 12 MONTHS AFTER THE CHARGE WAS INCURRED.**

FEDERAL LAWS IMPACTING YOUR BENEFITS THE WOMEN'S HEALTH AND CANCER RIGHTS ACT

THE WOMEN'S HEALTH AND CANCER RIGHTS ACT (WHCRA), PASSED BY CONGRESS IN 1998, REQUIRES ALL GROUP HEALTH PLANS AND HEALTH INSURANCE ISSUERS THAT ALREADY OFFER BENEFITS FOR A MASTECTOMY, TO ALSO PROVIDE COVERAGE FOR THE ENSUING BREAST RECONSTRUCTIVE SURGERY. PLANS ALSO HAVE TO COVER SURGERY ON THE NONAFFECTED BREAST TO ENSURE A SYMMETRICAL APPEARANCE. THE LEGISLATION ALSO MANDATES COVERAGE FOR PROSTHESES AND FOR ALL OTHER SERVICES USED TO TREAT PHYSICAL COMPLICATIONS DURING ALL STAGES OF A MASTECTOMY, INCLUDING LYMPHEDEMAS.

IN ADDITION, THE LEGISLATION PROHIBITS GROUP HEALTH PLANS AND HEALTH INSURANCE ISSUERS FROM DENYING RENEWAL OR INITIAL ENROLLMENT TO AN INDIVIDUAL IN ORDER TO AVOID PROVIDING THE MANDATED BENEFITS. FINALLY, HEALTH PLANS MAY NOT USE FINANCIAL INCENTIVES (MONETARY OR OTHERWISE) IN ORDER TO DISCOURAGE ATTENDING HEALTH PROVIDERS FROM PERFORMING THE MEDICAL SERVICES DESCRIBED IN THE LEGISLATION. YOUR PLAN IS REQUIRED TO PROVIDE YOU WITH AN ANNUAL NOTICE ABOUT THESE COVERAGE STANDARDS TO PLAN PARTICIPANTS UPON ENROLLMENT AND ANNUALLY THEREAFTER.

SPECIFICALLY, THE WHCRA REQUIRES THAT YOUR PLAN PROVIDE THE FOLLOWING BENEFITS COVERAGE:

- 1. RECONSTRUCTIVE SURGERY AFTER A MASTECTOMY;**
- 2. SURGERY ON THE NONAFFECTED BREAST TO ENSURE A SYMMETRICAL APPEARANCE;**
- 3. PROSTHESES; AND**
- 4. OTHER PHYSICAL COMPLICATIONS STEMMING FROM A MASTECTOMY, INCLUDING LYMPHEDEMAS.**

IN ACCORDANCE WITH THE WHCRA, YOUR PLAN PROVIDES YOU WITH THE ABOVE COVERAGES.

THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

IN ACCORDANCE WITH THE NEWBORNS' AND MOTHER'S HEALTH PROTECTION ACT, YOUR PLAN DOES NOT RESTRICT BENEFITS FOR ANY HOSPITALIZATION STAY IN CONNECTION WITH CHILDBIRTH FOR THE MOTHER OR NEWBORN CHILD TO LESS THAN 48 HOURS FOLLOWING A NORMAL VAGINAL BIRTH, OR LESS THAN 96 HOURS FOLLOWING A CAESAREAN BIRTH, OR REQUIRE THAT A PROVIDER OBTAIN AUTHORIZATION FROM THE PLAN FOR PRESCRIBING A LENGTH OF STAY NOT IN EXCESS OF THE ABOVE PERIODS, UNLESS AGREED TO BY THE MOTHER AND HER DOCTOR.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

IN ACCORDANCE WITH FEDERAL LAW, YOUR PLAN HAS WRITTEN POLICIES AND PROCEDURES FOR THE RECEIPT AND PROCESSING OF QUALIFIED MEDICAL CHILD SUPPORT ORDERS. YOU MAY OBTAIN A COPY OF THESE POLICIES AND PROCEDURES BY MAKING A WRITTEN REQUEST TO THE PLAN ADMINISTRATOR.

11.25 GENERAL CLAIMS AND APPEALS PROCEDURES.

ALL CLAIMS MAY BE ULTIMATELY FILED UNDER THE NORMAL GRIEVANCE PROCEDURE UNDER THE BASIC LABOR AGREEMENT.

CLAIMS FILING LIMIT

YOUR PLAN HAS A 12-MONTH CLAIMS FILING LIMIT.

MEDICAL, PRESCRIPTION DRUG, AND VISION CLAIMS RECEIVED AFTER 12 MONTHS FROM THE DATE OF SERVICE WILL BE DENIED.

MEDICAL CLAIMS

ALL CLAIMS FOR MEDICAL BENEFITS MUST BE SENT TO THE ADDRESS ON THE BACK OF YOUR MEDICAL ID CARD.

**TELEPHONE NUMBER FOR CLAIMS AND CUSTOMER SERVICE:
1-877-286-3559**

PRESCRIPTION DRUG CLAIMS

ALL CLAIMS FOR PRESCRIPTION DRUG BENEFITS MUST BE SENT TO THE PLAN'S PRESCRIPTION DRUG BENEFIT MANAGER, ADVANCEPCS, AT THE FOLLOWING ADDRESS:

**ADVANCE PCS HEALTH L.P.
9501 EAST SHEA BOULEVARD
SCOTTSDALE, AZ 85260-6719**

**TELEPHONE NUMBER FOR CLAIMS AND CUSTOMER SERVICE:
1-800-966-5772**

VISION BENEFIT CLAIMS

ALL CLAIMS FOR VISION BENEFITS SHOULD BE SENT TO THE PLAN'S VISION PLAN PROVIDER, VSP, AT THE FOLLOWING ADDRESS:

**VISION SERVICE PLAN, INC. (VSP)
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670**

**TELEPHONE NUMBER FOR CLAIMS AND CUSTOMER SERVICE:
1-800-877-7195**

MEDICAL CLAIMS PAYMENT

CLAIMS WILL BE PROCESSED AND PAID WITHIN 10 BUSINESS DAYS FROM THE DATE ALL INFORMATION NECESSARY TO PROCESS THE CLAIM IS RECEIVED.

IF SPECIAL CIRCUMSTANCES REQUIRE A 90-DAY EXTENSION, YOU WILL BE NOTIFIED IN WRITING BEFORE THE END OF THE INITIAL 10-BUSINESS DAY PERIOD.

IF BENEFITS HAVE BEEN ASSIGNED TO A PROVIDER OF SERVICES, THAT PERSON OR INSTITUTION WILL RECEIVE THE BENEFIT PAYMENT. IF THERE IS AN ASSIGNMENT OF BENEFITS ESTABLISHED BY A QUALIFIED MEDICAL CHILD SUPPORT ORDER, OR AN ASSIGNMENT REQUIRED BY MEDICAID OR ANY STATE LAW, THE PERSON OR INSTITUTION SO ASSIGNED WILL RECEIVE THE BENEFIT PAYMENT.

WHAT IF MY CLAIM IS DENIED?

IF ALL OR PART OF YOUR CLAIM IS DENIED, YOU WILL RECEIVE WRITTEN NOTICE OF THE DENIAL, CONTAINING THE FOLLOWING INFORMATION:

- 1. THE SPECIFIC REASONS YOUR CLAIM WAS DENIED;**
- 2. A DESCRIPTION OF WHAT ADDITIONAL INFORMATION, IF ANY, MAY ALLOW THE CLAIM TO BE PAID, AND**
- 3. AN EXPLANATION OF THE APPEALS PROCESS.**

WHAT ARE THE APPEALS PROCEDURES?

IF YOU DISAGREE WITH THE CLAIM DENIAL AND WANT TO APPEAL YOU MUST MAKE WRITTEN APPLICATION TO THE PLAN ADMINISTRATOR AS FOLLOWS:

**PLAN ADMINISTRATOR COOPER TIRE & RUBBER COMPANY
(COOPER)
MEDICAL/PRESCRIPTION DRUG PLAN AND VISION PLAN
701 LIMA AVENUE
FINDLAY, OH 45840
ATTN: VICE PRESIDENT, HUMAN RESOURCES**

YOU HAVE THE RIGHT TO REVIEW PERTINENT DOCUMENTS AND TO SUBMIT WRITTEN COMMENTS ALONG WITH DOCUMENTATION SUPPORTING WHY YOU FEEL THE CLAIM SHOULD BE PAID.

YOUR APPEAL MUST INCLUDE THE FOLLOWING INFORMATION:

- 1. YOUR NAME AND ADDRESS;**
- 2. YOUR SOCIAL SECURITY NUMBER;**
- 3. THE NAME OF THE PERSON FOR WHOM BENEFITS ARE SOUGHT;**
- 4. A WRITTEN STATEMENT OF WHY THE CLAIMANT BELIEVES THE CLAIM SHOULD BE PAID; AND**
- 5. ANY ADDITIONAL DOCUMENTATION OR PROOF TO SUPPORT THE CLAIM.**

THE APPEAL MUST BE SUBMITTED BY THE CLAIMANT OR AN AUTHORIZED REPRESENTATIVE OF THE CLAIMANT, UNLESS THEY ARE INCAPACITATED OR A MINOR.

YOU WILL RECEIVE A FINAL DECISION WITHIN 60 DAYS AFTER THE DATE YOUR APPLICATION FOR REVIEW IS RECEIVED, UNLESS SPECIAL CIRCUMSTANCES REQUIRE A 60-DAY EXTENSION. IF AN EXTENSION IS NECESSARY, YOU WILL BE NOTIFIED IN WRITING BEFORE THE END OF THE INITIAL 60-DAY PERIOD.

THE DECISION WILL BE IN WRITING AND WILL INCLUDE:

- 1. THE SPECIFIC REASON FOR THE DENIAL; AND**
- 2. THE SPECIFIC PART OF THE PLAN UPON WHICH THE DENIAL IS BASED.**

YOU CANNOT BRING A SUIT AGAINST THE PLAN BASED UPON A DENIAL OF BENEFITS UNTIL THE APPEAL PROCEDURE AS DESCRIBED ABOVE HAS BEEN FOLLOWED COMPLETELY.

THE PLAN GIVES THE PLAN ADMINISTRATOR FULL DISCRETION AND SOLE AUTHORITY TO MAKE THE FINAL DECISION IN ALL AREAS OF PLAN INTERPRETATION AND ADMINISTRATION, INCLUDING ELIGIBILITY FOR BENEFITS, THE LEVEL OF BENEFIT PROVIDED, AND THE MEANING OF ALL PLAN LANGUAGE, INCLUDING THIS SPD. IN THE EVENT OF A CONFLICT BETWEEN THE SPD AND THE PLAN, THE PLAN SHALL GOVERN. THE DECISION OF THE PLAN ADMINISTRATOR IS FINAL AND BINDING ON ALL THOSE DEALING WITH THE PLAN, HOWEVER THE DECISIONS ARE SUBJECT TO THE GRIEVANCE PROCEDURE AS OUTLINED IN THE BASIC LABOR AGREEMENT, AND IF CHALLENGED IN COURT, THE PLAN INTENDS FOR THE ADMINISTRATOR'S DECISION TO BE UPHELD UNLESS IT IS DEEMED TO BE ARBITRARY AND CAPRICIOUS.

OTHER IMPORTANT INFORMATION INTERPRETATION OF PLAN PROVISIONS

THE PLAN ADMINISTRATOR OF THE COOPER SPECTRUM MEDICAL/ PRESCRIPTION DRUG PLAN AND VISION PLAN HAS SOLE AND EXCLUSIVE AUTHORITY TO:

- 1. MAKE THE FINAL DECISIONS ABOUT APPLICATIONS FOR OR ENTITLEMENT TO PLAN BENEFITS, INCLUDING:**

THE EXCLUSIVE DISCRETION TO INCREASE, DECREASE, OR OTHERWISE CHANGE PLAN PROVISIONS FOR THE EFFICIENT ADMINISTRATION OF THE PLAN OR TO FURTHER THE PURPOSES OF THE PLAN;

THE RIGHT TO OBTAIN ADDITIONAL INFORMATION NEEDED TO COORDINATE BENEFIT PAYMENTS WITH OTHER PLANS; AND

THE RIGHT TO OBTAIN SECOND MEDICAL OPINIONS OR TO HAVE AN AUTOPSY PERFORMED WHEN NOT FORBIDDEN BY LAW.

- 2. INTERPRET ALL PLAN PROVISIONS AND ASSOCIATED ADMINISTRATIVE RULES AND PROCEDURES; AND**
- 3. AUTHORIZE ALL PAYMENTS UNDER THE PLAN OR RECOVER ANY AMOUNTS IN EXCESS OF THE TOTAL AMOUNTS REQUIRED BY THE PLAN.**

THE PLAN ADMINISTRATOR'S DECISIONS ARE BINDING ON ALL PERSONS DEALING WITH OR CLAIMING BENEFITS UNDER THE PLAN, UNLESS DEEMED TO BE ARBITRARY OR CAPRICIOUS BY A COURT OF COMPETENT JURISDICTION.

PROVIDER DECISIONS

THE DECISION TO USE THE SERVICES OF PARTICULAR MEDICAL PROVIDERS IS VOLUNTARY AND THE PLAN MAKES NO RECOMMENDATIONS AS TO WHAT PROVIDER YOU SHOULD USE, EVEN WHEN BENEFITS MAY ONLY BE AVAILABLE FOR SERVICES FURNISHED BY PROVIDERS DESIGNATED BY THE PLAN. YOU SHOULD SELECT A PROVIDER OR TREATMENT BASED ON ALL APPROPRIATE FACTORS, ONLY ONE OF WHICH IS COVERAGE UNDER THE PLAN.

PROVIDERS ARE NOT AGENTS OR EMPLOYEES OF THE PLAN, AND THE PLAN DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF SERVICES PROVIDED.

WORKERS' COMPENSATION

THE PLAN DOES NOT REPLACE OR AFFECT ANY REQUIREMENTS FOR COVERAGE UNDER ANY STATE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW. IF YOU SUFFER A JOB-RELATED INJURY OR ILLNESS, YOU MUST NOTIFY YOUR EMPLOYER IMMEDIATELY.

PLAN ADMINISTRATOR

THE PLAN ADMINISTRATOR AND AGENT FOR LEGAL PROCESS IS:

**COOPER TIRE & RUBBER COMPANY (COOPER)
MEDICAL/PRESCRIPTION DRUG PLAN AND VISION PLAN
ADMINISTRATOR
701 LIMA AVENUE
FINDLAY, OH 45840**

ATTN: VICE PRESIDENT, HUMAN RESOURCES

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

THE EMPLOYER IDENTIFICATION NUMBER ASSIGNED BY THE INTERNAL REVENUE SERVICE TO COOPER TIRE & RUBBER COMPANY IS 34-4297750. THE PLAN NUMBER IS 538.

PLAN YEAR

THE PLAN YEAR IS THE 12-MONTH PERIOD ESTABLISHED BY THE PLAN ADMINISTRATOR FOR PURPOSES OF ADMINISTERING THE PLAN AND MAINTAINING ITS FINANCIAL RECORDS. THE PLAN YEAR FOR THIS PLAN IS JANUARY 1 THROUGH DECEMBER 31 OF EACH YEAR.

YOUR RIGHTS UNDER ERISA

AS A PARTICIPANT IN THE PLAN, YOU ARE ENTITLED TO CERTAIN RIGHTS AND PROTECTIONS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) PASSED BY CONGRESS IN 1974. ERISA GIVES YOU THE RIGHT TO:

EXAMINE, WITHOUT CHARGE, ALL PLAN DOCUMENTS, INCLUDING DETAILED ANNUAL REPORTS, PLAN DESCRIPTIONS, INSURANCE CONTRACTS, AND COPIES OF ALL DOCUMENTS FILED BY THE PLAN WITH THE DEPARTMENT OF LABOR. THESE DOCUMENTS ARE LOCATED AT THE FOLLOWING ADDRESS:

**COOPER TIRE & RUBBER COMPANY (COOPER)
MEDICAL/PRESCRIPTION DRUG PLAN AND VISION PLAN
HUMAN RESOURCES DEPARTMENT
701 LIMA AVENUE
FINDLAY, OH 45840**

YOU MAY OBTAIN COPIES OF ALL PLAN DOCUMENTS AND OTHER PLAN INFORMATION UPON WRITTEN REQUEST TO THE PLAN ADMINISTRATOR; THE ADMINISTRATOR MAY CHARGE \$.25 PER PAGE FOR THE COPIES.

RECEIVE A SUMMARY OF THE PLAN'S ANNUAL REPORT.

IN ADDITION TO CREATING RIGHTS FOR PLAN PARTICIPANTS, ERISA IMPOSES DUTIES UPON THE PLAN'S FIDUCIARIES (THE PEOPLE WHO OPERATE THE PLAN). FIDUCIARIES ARE REQUIRED TO PERFORM THEIR JOBS PRUDENTLY AND IN THE INTEREST OF YOU AND OTHER PLAN PARTICIPANTS AND BENEFICIARIES. NO ONE MAY FIRE YOU OR OTHERWISE DISCRIMINATE AGAINST YOU IN ANY WAY TO PREVENT YOU FROM OBTAINING A BENEFIT OR FROM EXERCISING YOUR RIGHTS UNDER ERISA. IF YOUR CLAIM FOR BENEFITS IS DENIED IN WHOLE OR IN PART, YOU ARE ENTITLED TO RECEIVE A WRITTEN EXPLANATION FROM THE PLAN ADMINISTRATOR EXPLAINING THE REASON FOR THE DENIAL. YOU HAVE THE RIGHT TO REQUEST THAT THE PLAN REVIEW AND RECONSIDER YOUR DENIED CLAIM.

UNDER ERISA THERE ARE STEPS YOU CAN TAKE TO ENFORCE THE ABOVE RIGHTS. IF YOU REQUEST MATERIALS FROM THE PLAN AND DO NOT RECEIVE THEM WITHIN 30 DAYS, YOU MAY FILE A SUIT IN FEDERAL COURT. THE COURT

MAY REQUIRE THE PLAN ADMINISTRATOR TO PROVIDE THE MATERIALS AND PAY YOU UP TO \$100 PER DAY UNTIL YOU RECEIVE THE MATERIALS, UNLESS THE MATERIALS ARE NOT SENT DUE TO REASONS BEYOND THE CONTROL OF THE ADMINISTRATOR.

IF YOUR CLAIM FOR BENEFITS IS DENIED OR IGNORED IN WHOLE OR IN PART, YOU HAVE THE RIGHT TO FILE SUIT IN STATE OR FEDERAL COURT. IF THE PLAN FIDUCIARIES MISUSE THE PLAN'S MONEY, OR IF YOU ARE DISCRIMINATED AGAINST FOR ASSERTING YOUR RIGHTS, YOU MAY SEEK ASSISTANCE FROM THE U.S. DEPARTMENT OF LABOR OR YOU MAY FILE A SUIT IN FEDERAL COURT. THE COURT WILL DECIDE WHO SHOULD PAY COURT COSTS AND LEGAL FEES. IF YOU WIN YOUR SUIT, THE COURT MAY ORDER THE PERSON YOU HAVE SUED TO PAY THESE COURT COSTS AND FEES. IF YOU LOSE OR IF THE COURT FINDS YOUR CLAIM TO BE TRIVIAL, YOU MAY BE ORDERED TO PAY THE COSTS AND FEES.

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR RIGHTS UNDER ERISA, YOU SHOULD CONTACT THE NEAREST OFFICE OF THE PENSION AND WELFARE BENEFITS ADMINISTRATION, U.S. DEPARTMENT OF LABOR, LISTED IN YOUR TELEPHONE DIRECTORY, OR THE DEPARTMENT OF LABOR'S NATIONAL OFFICE IN WASHINGTON, D.C.:

**DIVISION OF TECHNICAL ASSISTANCE AND INQUIRIES
PENSION AND WELFARE BENEFITS ADMINISTRATION
U.S. DEPARTMENT OF LABOR
200 CONSTITUTION AVENUE, N. W.
WASHINGTON, D.C. 20210**

**11.26 CONTACT INFORMATION
THE PLAN ADMINISTRATOR IS:**

**COOPER TIRE & RUBBER COMPANY (COOPER)
MEDICAL/PRESCRIPTION DRUG PLAN AND VISION PLAN
ADMINISTRATOR
ATTN: VICE PRESIDENT, HUMAN RESOURCES DEPARTMENT
701 LIMA AVENUE
FINDLAY, OH 45840**

TELEPHONE: (419) 423-1321

MEDICAL AND DENTAL BENEFIT INFORMATION

COOPER HAS CONTRACTED WITH HEALTH DESIGN PLUS, INC. (HDP) TO PERFORM THIRD-PARTY CLAIMS ADMINISTRATION, COBRA ADMINISTRATION AND CARE MANAGEMENT:

**HEALTH DESIGN PLUS, INC.
1755 GEORGETOWN ROAD
HUDSON OH 44236**

**CLAIMS AND NETWORK INFORMATION: 1-877-286-3559
PRE-CERTIFICATION: 1-877-286-3560**

THE PREFERRED PROVIDER ORGANIZATION ("PPO") OPTION FOR MEDICAL BENEFITS IS AVAILABLE TO YOU, DEPENDING UPON YOUR RESIDENTIAL ZIP CODE. THE CURRENTLY AVAILABLE PPO'S IS/ARE:

**NPPN (800) 557-1656
MedCost (800) 824-7406
OHIOHEALTH GROUP (800) 635-7207 HEALTH LINK (800)
453-7536
PPOM (800) 831-1166**

VISION CARE BENEFIT INFORMATION

COOPER HAS CONTRACTED WITH VISION SERVICE PLAN, INC. TO PROVIDE YOU WITH A VISION CARE PLAN:

**VISION SERVICE PLAN, INC. (VSP)
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670
1-800-877-7195**

PRESCRIPTION DRUG BENEFIT INFORMATION

COOPER HAS CONTRACTED WITH ADVANCEPCS TO PROVIDE YOU WITH A PRESCRIPTION DRUG PLAN.

**ADVANCE PCS HEALTH L.P.
9501 EAST SHEA BOULEVARD
SCOTTSDALE, AZ 85260-6719
1-800-966-5772**

ARTICLE 12

SICKNESS AND ACCIDENT INSURANCE PROGRAMS

12.1 As of the Effective Date and for the duration of this Agreement, the Company will provide for its Employees, without cost to them the following Sickness and Accident Benefits:

<u>Payments Made on or After</u>	<u>Weekly Benefit Amount</u>
April 11, 2005	\$380.00
March 4, 2006	\$385.00
March 3, 2007	\$390.00
March 1, 2008	\$395.00
March 7, 2009	\$400.00

12.2 Benefits

Benefits will be paid because of a disabling accident or sickness while under the care of a doctor licensed to practice medicine.

Benefits will be payable from the first (1st) day of disability due to an accident or occupational sickness, or the day of out-patient surgery, or the eighth (8th) day of disability due to non-occupational sickness unless hospitalized therefore and then from the first (1st) day of such hospital confinement. The benefits shall be payable for a maximum period of fifty-two (52) weeks for each period of disability.

There will be no limit to the number of different periods of disability for which benefits will be paid.

Periods of disability due to the same cause will be considered the same period of disability unless separated by return to active full-time work for at least two (2) weeks. Periods of disability due to different causes will be considered different periods of disability if separated by return to active full-time work. The time limitations contained in this Paragraph shall be applied, in the case of Employees previously covered under the Sickness and Accident Benefit provision of the Agreement in effect prior to the Effective Date by taking into account payments, and periods of disability, and other conditions prior to the Effective Date.

- 12.3 In the event that an Employee receives weekly compensation under a Worker's Compensation Act for any period with respect to which he is also entitled to weekly benefits under Article 12, the amount of such weekly compensation payable under such act shall be deducted from the amount of the weekly benefit otherwise payable to such Employee under said Article 12.

In the event an employee or dependent of an employee including the surviving spouse or surviving dependent of a deceased employee, is legally entitled to recover all or a portion of the benefits covered under this Article from a third party or from the Employee's uninsured motorist coverage, the Company will upon making payment under this Article succeed to any rights of recovery the Employee or dependent may have or acquire (with respect to such service) against any person or organization.

Employees (including dependents) by acceptance of such benefits under this Article agree to furnish such information and assistance, and execute such assignment and other instruments as the Company may reasonably request to facilitate enforcement of the successor rights of the Company. Employees and their dependents shall take no action prejudicing such rights of the Company.

In the event the employee, or the dependent of an employee, does anything that extinguishes the Company's subrogation rights, the Company shall not be liable to payment of benefits in the past, present or future.

12.4 The amount of weekly Sickness and Accident benefits otherwise payable will be reduced for each week in excess of twenty-one (21) weeks of benefits during any one continuous period of disability by:

- (a.) pensions for which the Employee is eligible under the Employee Benefit Agreement, and
- (b.) the amount of any primary disability benefits or unreduced primary old age benefits under the Social Security Act which the Employee is entitled to receive or could become entitled to receive by making proper application, or,
- (c.) the amount of the reduced primary old age benefit the Employee receives under the Social Security Act.

The monthly payments of the above will be converted to weekly amounts in determining the amount of such deductions.

12.5 Eligibility for Coverage

(a.) Employees actively at work on the Effective Date will be covered on such date providing they attained thirty (30) days' Continuous Service Credit on such date.

Employees who are on vacation, leave of absence for Union activities granted to those employed by a Local Union in an official or representative capacity, who are working for the Company but less than their standard shift or who are not actively at work because of a temporary disability shall be deemed, for the purposes of this Paragraph 12.5, to be actively at work on the Effective Date.

(b.) All other Employees will be covered beginning on the first day of the month coinciding with or next following the completion of thirty (30) days' Continuous Service Credit provided they are actively at work on such date. Such Employees not actively at work on the date their coverage would otherwise become effective will immediately become insured upon return to active work.

12.6 Layoff

(a.) In event of layoff, coverage under this Article 12 will be continued for three (3) months following layoff.

- (b.) Employees re-employed with Continuous Service Credit will have an immediate reinstatement of coverage under the Program.

12.7 Leave of Absence

- (a.) During authorized leave of absence, coverage under the Program will be continued for a period not to exceed three (3) months.
- (b.) Notwithstanding the aforementioned, such coverage provided herein shall be continued in force during the period of any leave of absence granted by the Company to those employed by a Local Union in an official or representative capacity or to those representing the Local Union in an official or representative capacity with a State, County, or City Council of the AFL-CIO.

12.8 Injury or Sickness

Employees off work due to injury or sickness will continue to be covered, subject to the provisions of the Program, during the period in which they accumulate Continuous Service Credit.

12.9 Termination of Coverage

Except as described in Paragraph 12.6, 12.7 and 12.8, all coverage under this program will terminate when employment with the Company terminates or when an Employee is retired, or when an Employee is placed on the Disability Pension Roll as described in Paragraph 7.10.

12.10 General

- (a.) The Program as described above may be appropriately modified where necessitated by federal or state statute or regulations.
- (b.) When the benefits are provided through an insurance company, a certificate shall be issued to each Employee outlining his benefits and privileges in connection with the coverage hereunder.
- (c.) A doctor of Surgical Chiropody (D.S.C.) (Podiatrist) or Chiropractor may certify as to disability when the doctor is acting within the scope of his license.
- (d.) Employees who become disabled shall notify the Company's Insurance Department of such disability, and shall give new notice thereof at intervals of no more than ninety (90) days thereafter for the duration of such disability. If any such notice is not timely filed, no benefits will be paid for periods previous to such notice unless the delay shall be shown to have been unavoidable and satisfactory evidence of physician's care and disability is furnished.
- (e.) The Company may enter into a contract or contracts with an insurance

company or companies to provide the benefits described in this Article 12, and, upon so doing, the Company shall be relieved of any individual liability to any Employee other than to maintain such contract or contracts in force.

- (f.) Medical Examination by Company. Disabilities giving rise to claims for any benefits under this Article may be verified by the Company by medical examination at any reasonable time. Benefits may be suspended if the claimant fails to have such examination made.
- (g.) Definition of Physician. Wherever the word "physician" or "doctor" is used in this Article, it shall mean a Doctor of Medicine (M.D.), a doctor of Dental Surgery (D.D.S.), or a Doctor of Osteopathy (D.O.).

ARTICLE 13

SUPPLEMENTAL WORKER'S COMPENSATION BENEFITS

With respect to an absence, caused by occupational injury or occupational illness, the following plan of Supplemental Worker's Compensation Benefits will continue in effect for the duration of this Agreement for all employees in the bargaining unit.

13.1 General

Subject to the conditions hereinafter stated, an Employee who is absent from work due to a temporary total disability (including an employee awaiting placement at light work pending full recovery from his injury) caused by occupational injury or occupational illness resulting from employment with the Company, and who becomes eligible for weekly benefits under the Worker's Compensation Law for such absence, will receive the amount of Supplemental Worker's Compensation Benefits specified in Paragraph 13.3, below. No payment shall be made hereunder unless the absence continues long enough for weekly benefits to be paid therefore under the applicable Worker's Compensation Act; but when payments are made hereunder for an absence, the amount of payment will be computed from the first day of such absence.

13.2 Eligibility for Benefits

All employees in the bargaining unit who have attained thirty-one (31) calendar days or more of Continuous Service Credit Prior to the effective date of the Basic Labor Agreement will be eligible for the Supplemental Benefits herein provided with respect to occupational injury or occupational illness occurring on or after the effective date of the Basic Labor Agreement. Other employees in the bargaining unit will be eligible for the Supplemental Benefits with respect to occupational injury or occupational illness occurring after the attainment of thirty-one (31) calendar days or more of Continuous Service Credit.

13.3 Amount of Benefits

The amount of weekly benefits will be eighty percent (80%) of the net pay of Employee's Average Hourly Earnings as hereinafter defined multiplied by the number of hours in his normal work week minus the weekly benefit under the applicable Worker's Compensation Act, and any weekly Sickness and Accident Benefit, if any, under Article 12, hereof and, following the twenty-first (21st) week during each period of disability that the Employee draws Supplemental Worker's Compensation, minus the following:

- (a.) pensions for which the Employee is eligible under the Employee Benefit Agreement, and
- (b.) the amount of any primary disability benefits or unreduced primary old age benefits under the Social Security Act which the Employee is entitled to receive or could become entitled to receive by making proper application, or the amount of the reduced primary old age benefit the Employee receives under the Social Security Act.

The monthly payments of the above will be converted to weekly amounts in determining the amount of such deductions.

If the absence continues long enough for payments to be made under the Worker's Compensation Act for the first week of such absence, such payment will be applied as a credit against the amount due hereunder, or paid as reimbursement to the Company. If the weekly benefit under the applicable Worker's Compensation Act has been protested by the Company through the procedure provided therefore under the applicable Worker's Compensation Act and the dispute is finally determined adversely to the Employee, the amount of the Supplemental Benefit paid to such Employee shall be paid as reimbursement to the Company.

13.4 Duration of Payment

Benefits will be paid for the duration of the disability but not to exceed fifty-two (52) weeks for each period of disability. Periods of disability due to the same cause will be considered the same period of disability unless separated by return to full-time work for at least ninety (90) days. Periods of disability due to different causes will be considered different periods of disability if separated by return to full-time work.

13.5 Conditions of Payment

Benefits pursuant to this Plan will be paid for any absence caused by occupational injury which is reported to the Company's Medical Department promptly after such injury occurs, and for any absence

caused by occupational illness which is reported to the Company's Medical Department promptly after the time the Employee becomes aware of the existence of such illness. No benefits will be paid on account of any period of absence, other than the first week thereof as provided in Paragraph 13.1 hereof, with respect to which the Employee fails for any reason to become, or continue to be, eligible to receive weekly benefits under the Worker's Compensation law.

13.6 Grievance Procedure

If any difference shall arise between the Company and any applicant for Supplemental Worker's Compensation Benefits with respect to such Supplemental Worker's Compensation Benefits, and if agreement cannot be reached between the Company and such applicant on such difference, such question may be taken up as a grievance under the Grievance Procedure provided for under the Basic Labor Agreement at the step preceding arbitration. If any such grievance shall be taken before an impartial arbitrator or board of arbitration in accordance with such procedure, then the impartial arbitrator or board of arbitration shall have the authority only to decide the question pursuant to the provisions of this Plan applicable to the question, but he or they shall have no authority in any way to alter, add to or subtract from any of such provisions. The decision of the impartial arbitrator or board of arbitration on any such question shall be binding on the Company, such Employee and all other interested parties.

13.7 Average Hourly Earnings

"Average Hourly Earnings" means the employee's posted average in effect on the date of a compensable injury. If an employee returns to regular duty for at least ninety (90) days and subsequently leaves work for the same disability as the original injury, the Company shall use his new posted average starting on the new absence from work.

ARTICLE 14

APPEALS PROCEDURE

- 14.1 If any dispute other than a dispute referred to in Paragraph 14.2 and 14.3 shall arise between the Company and any Employee, Pensioner, or former Employee who has retired during the life of this Agreement, with reference to the application to him of this Agreement or between the Local Union and the Company as to the interpretation or application of this Agreement, such dispute shall, as the exclusive means of settlement, be taken up as a grievance beginning with the step next preceding arbitration, and be thereafter handled in accordance with the Grievance Procedure provided for in the Basic Labor Agreement, except that if any such dispute arises during a period in which the Basic Labor Agreement is not in effect, such dispute shall, as the exclusive means of settlement, be referred by the Local Union President as a grievance

to the Industrial Relations Manager, and, if such dispute is not settled by these individuals, it may by agreement be referred to arbitration.

- 14.2 If any dispute shall arise between the Company and any Employee or Pensioner as to whether Employee is, or whether such Pensioner continues to be permanently incapacitated within the meaning of Paragraph 4.3, such Employee or Pensioner shall be examined by a physician appointed for that purpose by the Company, and by a physician appointed for that purpose by the Local Union representing said Employee or Pensioner. If they shall disagree as to whether he is permanently incapacitated, the question shall be submitted to a third physician selected by successive **ALTERNATING** strikes of a list compiled by both Union and Company until one remains. The third physician, after examination of the Employee or Pensioner and consultation with the other two (2) physicians, shall decide the question. The decision of the two (2) physicians appointed by the Company and the Local Union, respectively, if they are in agreement, or by the third physician if the former are in disagreement, shall be binding upon the Company, the International and Local Unions, parties to the Agreement, and the Employee or Pensioner concerned therewith. The fees and expenses of the third physician shall be shared equally by the Company and the Local Union.
- 14.3 If any disputes shall arise between the Company and any Employee as to whether such Employee is, or whether such Employee continues to be, disabled so as to entitle him to the benefits provided by the Program described in Article 12 and 13, such Employee shall be examined by a physician appointed for that purpose by the Company and by a physician appointed for that purpose by the Employee. If they shall disagree as to whether he is disabled, the question shall be submitted to a third physician selected by successive **ALTERNATING** strikes of a list compiled by both Union and Company until one remains. The third physician, after examination of the Employee and consultation with the other two (2) physicians, shall decide such question. The decision of the two (2) physicians appointed by the Company and the Employee, respectively, if they are in agreement, or by the third physician, if the former are in disagreement, shall be binding upon the Company, the International and the Local Union, parties to the Agreement, and the Employee concerned therewith. The fees and expenses of the third physician shall be shared equally by the Company and the Employee.
- 14.4 When the Company has entered into such contract or contracts with an insurance company or companies to provide the benefits described in Article 9, 10, 11, 12, and 13, the Company shall be relieved of any such contracts in force. In the event any dispute shall arise as to whether the Company has provided the benefit above described, such dispute shall

be subject to the grievance procedure set forth in this Article which are not provided in said insurance contracts.

ARTICLE 15

DURATION AND TERMINATION

- 15.1 It is further expressly agreed that the **2005** Non-Contributory Retirement Plan contained in this Agreement shall be contingent upon and subject to obtaining a ruling of the Director of Internal Revenue to the effect that the **2005** Non-Contributory Retirement Plan will continue to meet the requirements of Section 401(a) of the Internal Revenue Code, and that the trust created for the purpose of providing benefits under the **2005** Non-Contributory Retirement Plan will continue to be an exempt trust under Section 501(a) of the Internal Revenue Code. If the requirements of the Director of Internal Revenue shall necessitate any further modifications in said 2005 Non-Contributory Retirement Plan, the Company shall promptly notify the International Union and representatives of the parties hereto shall meet within ten (10) days thereafter for the purpose of negotiating with regard to such modification.
- 15.2 This Agreement is subject to approval by the Local Union and the International Union and, when so approved, shall replace and supersede, effective **APRIL 11, 2005**, the Agreement on Pension and Insurance Program as adopted **MARCH 4, 2002**. Should this Agreement not have been approved by the Local Union and by the International Union prior to **APRIL 11, 2005**, all references in this Agreement to **APRIL 11, 2005** shall be construed to refer to the first day of the month following the month in which such approvals have been given.
- 15.3 This Agreement shall continue in effect through **APRIL 10, 2010**, and thereafter for yearly periods except as provided in Paragraph 15.4. Any termination of the Basic Labor Agreement shall not effect the duration of this Agreement, nor shall termination of said Basic Labor Agreement be deemed to open for negotiation the subject matters covered hereby, nor shall there be any strike or work stoppage with respect to such matters. The fact that this Agreement continues in effect shall not prevent the parties from engaging in a strike or lockout with respect to any subject matter not pertaining to retirement, pension, insurance, severance pay or supplemental Workers' Compensation demand, if such strike or lockout may be engaged in lawfully under the terms and provisions of the Basic Labor Agreement.
- 15.4 This Agreement shall continue in effect until and including the **10th DAY OF APRIL, 2010**. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days, but not more than seventy-five (75) days, prior to the

expiration date or any extension thereof, that it is desired to terminate or amend this Agreement. In the event such notice is given, the parties shall begin negotiations not less than forty-two (42) days prior to the termination date, unless otherwise mutually agreed to. If negotiations are not completed prior to the expiration date, this Agreement, together with the Basic Labor Agreement, shall terminate unless extended by mutual agreement of the parties. Upon termination this Agreement shall terminate in all respects except that the benefits provided by it shall be extended for ninety (90) days following such termination. Except as herein otherwise provided, no provision of this Agreement shall be subject to change prior to the expiration date of this Agreement.

15.5 In the event at any time the Basic Labor Agreement shall have been terminated by either the International Union or the Company, in the exercise of a right given in this Agreement to cause such termination in conjunction with the termination of this Agreement, and the parties shall subsequently settle the issues involved in this Agreement, the Basic Labor Agreement shall be immediately reinstated in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and date first above written.

Accepted for:

LOCAL 752, USWA

By:

David Boone
Tommy Engledow
Jim Garvey
Tony Bear den
Charles Drake
James McPherson
Tony Thompson
Olen Nottingham
Gary Icenhower

Accepted for:

COOPER TIRE AND RUBBER COMPANY

By:

Chuck P. Taylor
Ricky Norton
John Bodart
Pat Cook
Paul Outbre
Kevin Barnes
Tony Miller

Accepted for:

INTERNATIONAL UNION, USWA

By:

Don Davies