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COOPER TIRE & RUBBER COMPANY

Findlay, Ohio

and

**UNITED STEELWORKERS
OF AMERICA**



**LOCAL NO. 207L
of Findlay, Ohio**

Adopted February 16, 2004

2/16/04 - 10/31/08

90 Profs



This booklet is furnished by and with
the compliments of

COOPER TIRE & RUBBER COMPANY

and is dedicated to a mutually satisfactory
relationship between employees
and management

This agreement is the result of negotiations on your behalf
between your Union, the United Steelworkers of America,
Local Union 207L, and the Cooper Tire and Rubber Company.

THIS BOOK IS USED FOR THE PERSONAL USE OF:

Cooper Employees!
Something to Remember:

YOU CAN SAVE MORE WHEN YOU BUY AT

COOPER SERVICE
Road Service - Battery Service
Phone: 422-0414

Money Spent Here Continues to Build and Serve Findlay

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of February, 2004, by and between the COOPER TIRE & RUBBER COMPANY, hereinafter referred to as the "Company" for its plant located in Findlay, Ohio and United Steelworkers of America, and Local 207L, 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 and maintenance employees of the Company's plant at Findlay, Ohio, exclusive of supervisory employees (but not excluding any person who does production work but may have some supervisory duties as negotiated under Article VII, Paragraph B), 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. This Agreement shall not apply to service station and print shop employees.

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. Union Security, Checkoff, Dues Deduction Authorization.

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

- (a) In the event any Employee fails to become a member of the Union as provided in Sections 2 or 3 above, the Union shall give written notice to the Company and to such Employee of such failure, the exact amount owed and the manner in which it was calculated. Such Employee shall not be retained in the employ of the Company unless he has, within two (2) weeks after receipt of such notice, presented evidence that he has become a member of the Union to the extent of tendering uniform initiation fees, if any, and periodic dues, or that he was denied a membership for reasons other than his failure to tender initiation fees, if any, and periodic dues in such amount as may be fixed by the USWA Secretary-Treasurer in accordance with the procedure prescribed by Article 1, Section 7 of this Agreement and applicable law.
- (b) Any Employee who has become a member of the Union as provided in Sections 2 or 3 above and who thereafter fails to maintain his membership in the Union to the extent of tendering uniform initiation fees, if any, and periodic dues shall not be retained in the employ of the Company, provided that the Union shall have given written notice to the Company and to such Employee of such failure, the exact amount owed and the manner in which it was calculated, and such Employee shall have failed to comply with the provisions of the Article within thirty calendar days after receipt of such notice.

Section 6

The provisions of this Article 1 shall apply to all plants now covered by this Agreement, except those plants in states where state law now or hereafter prohibits this form of Union security. In the event any such law is repealed or modified, and such prohibition is removed in whole or in part, the provisions of said Sections shall apply to the extent and under conditions permitted by law. The Company agrees that where it may legally do so, it will enter into an Agency Shop Agreement, or an agreement to deduct uniform fixed fees from non-union members of the bargaining unit for services rendered, with the International or any Local Union which is prevented by state law from applying the Union Security provision of this Article 1.

Section 7

Effective with the effective date of this Agreement, the Company will check off dues, assessments and initiation fees as designated by the USWA'S International Secretary-Treasurer, as union membership dues for each Employee for whom the Company has been furnished a current signed written assignment or current signed union dues check-off authorization. Previously signed and unrevoked current written assignments will continue in effect.

- (1) The form of such Union dues check-off authorizations shall be determined by the USWA, but shall be substantially as follows, unless modifications shall be necessary to conform to applicable law, in which case such Union dues check-off authorizations shall conform to applicable law:

CHECK-OFF AUTHORIZATION for United Steelworkers' of America

Company

Plant

Date

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

The aforesaid payment shall be remitted promptly by you as directed by the Local Union President.

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

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed an individual written notice signed by me and which shall be post-marked or received by the Company within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Company and the Union covering my employment if such date shall occur with one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given to the Financial Secretary or Treasurer of the Local Union.

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

USWA Local No. _____

Signature

Clock No.

Witness

Ledger No.

(2) In the event that applicable legal prohibitions against Union dues check-off authorizations in this form are repealed or modified, and/or such prohibitions are removed in whole or in part by court decisions, the provisions of this Section shall apply to the extent and under conditions permitted by law.

(a) (1) Unless the Company is otherwise notified, the only amounts to be deducted pursuant to this Section from the pay of any

Employee who has furnished written authorization, therefore, shall be weekly or monthly union dues as directed by the Local Union President.

- (2) Assessments and initiation fees, if any, will be deducted from Employees' pay and remitted as directed by the Local Union President.
- (b) The Company shall provide the Secretary-Treasurer of the USWA International Union each month with a Union dues check-off report containing the name and clock number of each Employee who has paid dues and initiation fees, if any, for that month, the amount of such dues and fees deducted from each Employee, and the total amount deducted. A copy of the report for an individual plant will be sent to the Financial Secretary or Treasurer of the Local Union and to the USWA District Director for the district in which the plant is located. The Union will promptly submit to the Company any changes in the amounts to be deducted, upon which the Company will rely in making future deductions.
- (c) The Financial Secretary or Treasurer of the Local Union will submit to the Company once each week authorization cards and a summary list of affected employees, containing the name, clock number, and the amount of dues and fees, if any, to be deducted.
- (d) If the Company received a revocation notice which complies with the revocation procedures set forth in the check-off form, upon notice to the Financial Secretary or Treasurer of the Local Union, it will cease the check-off the calendar month after the calendar month in which it received the revocation notice.
- (e) The provisions of this Agreement shall be effective in accordance and consistent with applicable provisions of state, provincial and federal law.
- (f) The Union will indemnify, defend and save harmless the Company against any and all claims, suites, judgments or other liabilities arising out of the administration of this Section 7 of Article 1.
- (g) The above provisions concerning check-off of union dues will be posted on all Company bulletin boards for a period of three (3) calendar days following the effective date of this Agreement.

Section 8

The Company shall notify the Union with regard to hires, rejoins, transfers, leaves of absence, exits (specifying the type of exits) and laid off

Employees who have refused recall or have been removed from the recall list. Information, including seniority of Employees laid off, will be furnished weekly upon request by the Local Union at least one (1) week in advance.

- C. 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 Union members.
- D. It is recognized that the operation of the plant, improvements in the manufacturing technique, and the full direction of the working force as the functions and responsibilities of the Company. The direction of the working forces shall not conflict with the provisions of this Agreement.
- E. 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.
- F. 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, or slowdown or other interruption of work not authorized by the Union shall be in violation of this Paragraph.
- G. Any Employee who violates the provisions of Paragraph F of this Article may be either suspended or discharged, or otherwise disci-

plined, and the only issue or question which may be processed through the Grievance Procedure is whether or not the alleged offender actually is guilty of a violation of the section aforesaid. If such Grievance Procedure is to be invoked in behalf of the alleged offender, such must be commenced by written notice to the Company within three (3) 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 contract violations of an Employee or Employees.

- H. There shall be no discrimination by reason of age, race, color, religion, disability, veteran status, sex, or natural origin.

ARTICLE II Grievance Procedure

- A. A grievance is a complaint, dispute, or controversy between the Company and the Union in which it is claimed that the Company has failed to comply with an obligation assumed by it under the terms of this Agreement, and which involves 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.

STEP 1. Any Employee or group of Employees that have a grievance shall, in company with or through a Local Union Representative, first take the grievance up with the immediate Shift Foreman or Supervisor. If at that time the immediate Foreman or Supervisor's answer is unsatisfactory, the grievance shall be reduced to writing a quadruple form, signed by a Local Union Representative or by the aggrieved Employee and a Union Representative, then one (1) copy shall be given to the immediate Shift Foreman or Department Manager for his written answer. Within two (2) working days after receiving the written grievance, the immediate Shift Foreman or Department Manager shall give his written answer to the Union. The written answer shall be addressed to the Chief Steward and deposited in the container used for the Local Union's communications.

STEP 2. If the grievance is not satisfactorily settled at STEP 1, it may be appealed in writing to the Industrial Relations Manager at STEP 2 within ten (10) working days after receipt of the written answer to STEP 1. After receiving the appeal to STEP 2, the Human Resource Manager shall meet with the Union Negotiating Committee at the next scheduled grievance meeting and an attempt shall be made to settle the grievance.

Regular meetings between the Union Negotiating Committee and the Human Resource Manager will be held each week. Each party will list in writing to the other party, forty-eight (48) hours in advance, the subjects to be discussed. The Human Resource Manager shall give his written answer within five (5) working days after the meeting.

STEP 3. If the grievance is not satisfactorily settled at STEP 2, it may be appealed in writing to the Plant Manager within ten (10) working days after receipt of the written answer at STEP 2. After receiving the appeal at STEP 3, the Plant Manager shall meet with the Union Negotiating Committee as the next scheduled grievance meeting (as outlined in STEP 2) and an attempt shall be made to settle the grievance. The Plant Manager shall give his written answer prior to the next regular meeting date following the meeting in which the grievance was discussed at STEP 3.

STEP 4. 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 (30) days after receipt of the written answer to STEP 3.

The matter shall then be scheduled to be heard, at a mutually satisfactory time and place, by the then mutually selected Permanent Impartial Arbitrator.

The decision of the Permanent Impartial Arbitrator shall be final and binding to both parties and shall be complied with within thirty (30) days after receipt of the decision.

The Permanent Impartial Arbitrator may interpret the Agreement and apply it to the particular case presented to him but shall, however, have no authority to add to 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.

At the first Agenda meeting following a request by either party that they desire to arbitrate, the parties will sign a joint letter requesting dates from the arbitrators.

After receiving proposed dates from the arbitrators, the parties shall select a date from the list at the next regular Agenda meeting and sign a joint letter notifying him of the date selected.

Should either party intend to file a post-hearing brief, such brief shall be filed within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) following the hearing. (Note Agreement #1)

Note 1. The terms "Plant Manager" and "Human Resource Manager" shall mean the official in such respective capacity or his representative who will have authority to adjust the pending grievance.

Note 2. An International Representative may be present to assist the Union in Steps 2, 3 and 4 of this Article.

Note 3. Time limits specified in Steps 1, 2, 3, and 4 may be extended by mutual consent.

Note 4. Cases involving suspensions and discharges may be instituted at Step 2 of the Grievance Procedure.

Note 5. Any grievance not appealed 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.

Note 6. If the Company fails to answer a grievance within the stipulated time, the grievance will be considered appealed to the next Step.

Note 7. It is agreed that "Working Days" as referred to in Article II, Paragraph A, Step 1, Step 2, and Step 3 of the Company-Union Agreement, shall henceforth be interpreted to mean only those days of Monday through Friday, inclusive, regardless of whether work is performed or not.

Note 8. Grievances involving piece-work rates, revised rates or standard practices will be appealed directly from Step 2 to Step 4, bypassing Step 3.

- B. No grievance shall be finally disposed of unless a Union representative shall have been given an opportunity to be present at the meeting where such final action is taken.
- C. Any increases in piece-work standards as a result of filing a grievance on new or revised standards shall be retroactive to the date that such standard was established, provided that the grievance is filed within thirty (30) working days following the effective date of the rate; otherwise, it shall be retroactive to the date of filing the grievance.

- D. The President of the Union shall furnish the Company with a list containing the names of all department representatives and names of the plant negotiating committee; the names of such representatives may be changed from time to time at the discretion of the Union. The Chief Steward shall represent those departments that have no representative.
- E. 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 and the Employees involved shall be compensated for any time lost at the rate of their straight time average hourly earnings for the time required to attend such meeting.
- F. The Company will pay Local Union Officials their straight time average hourly earnings for time spent in investigating grievances and for performing other Company-Union related business up to a maximum total of two hundred (200) hours each week. If the total two hundred (200) hours maximum per week are not used any remaining hours will be allowed to accumulate and be used at a future time by the Local Union Officials to perform Company-Union related business. Should employment exceed 1,250 employees the Company will pay two hundred forty (240) hours. Additionally, the Company agrees to begin payment of two hundred forty (240) hours upon notification to the Union of conversion to 7-day continuous operations. The Union will furnish the Company a weekly claim sheet indicating the names of the Union Officials to be compensated and the hours due each.
- G. All grievances must be filed within thirty (30) days from the date of occurrence of the alleged contract violation provided, however, a grievance on a continuing complaint, dispute or controversy may be filed within thirty (30) days from the latest date of occurrence. Settlements on grievances shall not be made retroactive for more than thirty (30) days prior to the date they were first presented to the Employer in writing. The above mentioned time limits may be extended by mutual agreement between the Company and the Union. The Company shall make any retroactive payments on all settlements of grievances within a reasonable length of time and will furnish the Union a written list of personnel and the amount paid each.
- H. In case of the suspension or discharge of a Union Member, the Employee will be reminded of his right of having Union representation. The Company shall notify the Union President and the Chief Steward in writing within one (1) 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 (2) working days (excluding Saturdays, Sundays, and holidays) from the Company's letter either 1) file a formal grievance or 2) or request a hearing.

If the Union requests a hearing, the hearing will be held within two (2) working days (excluding Saturdays, Sundays, and holidays) from the date of request and the Union will have two (2) 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 his straight time average hourly earnings for such loss of time, and shall be reinstated to his regular job without loss of any rights under this Agreement.

ARTICLE III

Hours of Work and Overtime Rates of Pay

- A. Eight (8) consecutive hours in any twenty-four (24) hour period, including a twenty (20) minute paid lunch period for workers engaged in continuous operations, shall constitute a normal work day. Seven and one-half (7 1/2) hours in any twenty-four (24) hour period, exclusive of a one-half (1/2) hour unpaid lunch period, shall constitute a normal work day for all other workers. The standard work week shall consist of five (5) consecutive days, Monday through Friday. This Paragraph is not and shall not be construed as a guarantee of hours of work per day or per week.
- B. All hours worked in excess of eight (8) hours in any twenty-four (24) hour period starting with the Employee's regular shift starting time on Monday shall be compensated for at the rate of time and one-half. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half. If an Employee begins his work week prior to his regular shift starting time on Monday, and works his normal Monday shift, he shall receive time and one-half for hours worked in excess of eight (8) hours on that day.

All hours lost from his scheduled shift by an Officer, Member of the Union Negotiating Committee or Chief Steward of the Union and paid for by the Union shall be considered as time worked in computing hours in excess of eight (8) hours in any day or forty (40) 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, except Mill Room and Power House Employees and in this case shall be 10:00 p.m. Saturday to 10:00 p.m. Sunday, and Tire Curing Employees, and in this case shall be 10:30 p.m. Saturday to 10:30 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 work week. No Employee will be scheduled off during the normal work week to avoid premium payment. The following shall be considered as days worked in computing the premium pay for the sixth day: (Note Agreement #2)
1. The eleven (11) designated holidays whether the plant works or not, except if any Employee absents himself 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 (5) days of the work week, except the 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 him from working his regularly scheduled work day, except as mutually agreed otherwise by Company and Union.
 5. Due to death in the immediate family, as set forth in Article VIII, Paragraph O.
 6. Due to subpoena from a municipal, county or federal court.
 7. Jury Duty in municipal, county or federal court.
 8. Authorized vacation.
 9. Military activity as set forth in Article VIII, Paragraph N, or when ordered out in case of a local emergency condition.
 10. Time lost for absence due to occupational injury or occupational illness recognized under Ohio State Worker's Compensation.
 11. Returning from penalty layoff or suspension.

12. Recalls from layoff.

13. Time lost due to a shift change.

- 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. (Note Agreement #3) (Note Letter #1)

All hours scheduled to an Employee, or which would have been scheduled except for his absence 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 these records.

- G. 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.
- H. In the event the work schedule is reduced to four (4) normal work days but not 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 will 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 (4) 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, Section 1, Paragraph A of this Agreement. Unusual circumstances 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.

- I. 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.
- J. It is recognized that short work weeks caused by fire, flood, holidays, raw material shortage, strikes, failure of power supply, and other similar conditions beyond the control of the Company (except for reduced production schedules at the discretion of the Company, in which case Paragraph H above will apply), shall not be counted as weeks below the normal work week for the foregoing work-sharing program.
- K. Shift starting and stopping time in each classification within a department shall be as near standard as possible. In cases where this seems impractical, such changes may be mutually agreed to by the Company and the Union. This Paragraph shall in no way restrict the Company's right as provided elsewhere in this Agreement to schedule daily or weekend overtime work.
- L. Employees shall not enter their departments 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 Human Resource 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 he work any part of his lunch period.

ARTICLE IV Paid Holidays

- A. The holidays recognized by this Agreement shall be as follows: December 31, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the day before Christmas, Christmas Day, the Saturday of the Week of Washington's Birthday (February 22), 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. (Third shift employees will observe their birthday holiday on the day following their birthday effective 1-1-95.) If any such holiday falls on Sunday, it shall be observed on Monday. Whenever the day before Christmas and December 31 fall on Sunday, it shall be recognized on the Saturday preceding such Sunday. (Note Agreements #4 & #5)

Should an eligible Employee's birthday holiday fall within a scheduled shutdown period, that holiday will be observed on the last scheduled day prior to the shutdown period. That applicable day to be defined under the current contract language governing holidays.

- B. All work performed 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 double time, except Mill Room and Power House Employees and in this case shall be 10:00 p.m. of the day before the holiday to 10:00 p.m. of the holiday, and Tire Curing Employees and in this case shall be 10:30 p.m. of the day before the holiday to 10:30 p.m. of the holiday

The payment provided for in this Paragraph is in addition to idle holiday pay. Employees who are not eligible for holiday pay who are required to work on holiday shall receive double time for hours worked on the holiday.

- C. Eligible Employees shall be paid for the aforesaid holidays on which they perform no work on the following basis:
1. Full-time workers shall be paid an amount equal to his straight time past average earnings rate multiplied by seven and one-half (7 1/2) or eight (8) hours, whichever is applicable to his job.
- D. In order to be eligible for holiday pay, an Employee must meet the following conditions:
1. He must have at least thirty (30) days' continuous service with the Company.

2. He must work a shift on both his last regularly scheduled work-day prior to and the first regularly scheduled work day following such holiday, except that 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:

	% Deducted from
Tardy	Holiday Pay
13 to 30 minutes	10%

After thirty (30) minutes ten (10) percent of holiday pay for each half-hour (1/2) or fraction thereof of tardiness, and Employees more than four (4) hours late on such day shall forfeit their entire holiday pay.

In the event that two (2) 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, entering or returning from military service, or leave of absence and either leaves or returns to work within fourteen (14) calendar days of a holiday or holidays shall be paid for such holiday or holidays. Employees absent due to occupational injury or occupational disease for which they have received disability payment under Ohio 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 (1) holiday per calendar year per Employee.
4. When a holiday or holidays falls within an Employee's earned vacation period and he is absent from work because of such vacation he shall be paid for such holiday or holidays provided he works his last scheduled shift preceding and his first scheduled shift following his vacation, except that 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:

	% Deducted from
Tardy	Holiday Pay
13 to 30 minutes	10%

After thirty (30) minutes ten (10) percent of holiday pay for each half-hour (1/2) or fraction thereof of tardiness, and Employees more than four (4) hours late on such day shall forfeit their entire holiday pay. (Note Letter #2)

5. He shall be paid if his absence is due to military activity (as set forth in Article VIII, Paragraph M) or when ordered out in case of a local emergency condition, when off for jury duty as set forth in Article VIII, Paragraph L or because of death in the immediate family, as set forth in Article VIII, Paragraph N.
 6. 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.
 7. An Employee shall be excused from provisions of 2. and 4. above if he obtains written approval for his absence from his Department Manager.
 8. Loss of time through Credit Union activities by the Credit Union Treasurer shall be considered as time worked in qualifying for holiday pay.
- E. An Employee who is scheduled to work on a holiday but fails to do so shall not be eligible for holiday pay unless such failure is due to death in the Employee's immediate family as set forth in Article VIII, Paragraph N, personal injury or proven personal illness.

Employees reporting to work late on a holiday shall be penalized as follows:

	% Deducted from Holiday Pay
Tardy 13 to 30 minutes	10%

After thirty (30) minutes ten (10) percent of holiday pay for each half-hour (1/2) or fraction thereof tardiness, and Employees more than four (4) hours late on such day shall forfeit their entire holiday pay.

The scheduled shifts before and after the holiday shall not be qualifying days for idle holiday payment for those scheduled to work on the holiday.

- 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 pay 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 over-time be paid twice for the same hours worked.
- I. Medically restricted Employees who are working less than a normal work day for the first thirty (30) days after they return to work will be considered eligible for payment under Paragraph C.1. or 2., whichever is applicable, for any holidays falling within that period. Thereafter, they will be paid in accordance with Paragraph D.3. so long as they work less than a normal work shift.
- J. An Employee who retires on a normal or early pension, and who works his last scheduled shift before a holiday shall be eligible for holiday payment for the holiday. If an Employee retires on a normal or early pension, and who works his last scheduled shift before two (2) consecutive holidays shall be eligible for holiday payment for both holidays.
- K. When the Company schedules a vacation shutdown under the terms of Article VI, Paragraph J, the Fourth of July Holiday will be observed on the Saturday preceding such shutdown for all Employees not scheduled to work during the vacation shutdown. Employees working during the vacation shutdown will observe the holiday on the Fourth of July. (See Article VI., Paragraph J.)

ARTICLE V

Wages

- A. The Union and the Company each shall have the right, during the term of this Agreement, to reopen only the general wage scale for negotiations and to terminate this Agreement by giving a sixty (60)-day written notice to reopen the general wage scale for negotiation is given, negotiations shall begin within thirty (30) days thereafter unless otherwise mutually agreed. In the event negotiations on the general wage scale are satisfactorily concluded or the notice to terminate is withdrawn by the party giving such notice, prior to the end of such sixty (60)-day period, this Agreement shall continue in effect.

In the event negotiations on the general wage scale are not satisfactorily concluded prior to the end of such sixty (60)-day period, this Agreement shall terminate unless extended by mutual agreement. If negotiations on the general wage scale are satisfactorily concluded after this Agreement has terminated pursuant to this Paragraph then this Agreement shall be reinstated in full force and effect. It is understood that the general wage scale shall not be subject to arbitration.

- B. Classification of new jobs and existing classifications of jobs shall be adjusted in accordance with levels established through job evaluation by a joint committee consisting of two (2) members appointed by the Company and two (2) members appointed by the Union.

In the event the Job Evaluation Committee described in the formal Company-Union Agreement is unable to agree upon the evaluation of a job, the Union and Company will mutually select a practicing Industrial Engineer skilled and experienced in Job Evaluation who is a regular member of the staff of a professional Industrial Engineering firm, who shall establish the evaluation of the job in question. This same Industrial Engineer shall be employed to establish all such disputed jobs during the term of the then current Company-Union Agreement. The decision of this Industrial Engineer shall be final. The cost of employing this Engineer shall be borne equally by both Company and Union.

In the absence of any other agreement, the Industrial Engineer mentioned above will be selected by asking the American Arbitration Association to submit the names of five (5) men answering the above description. The parties will flip a coin to determine who strikes first. Union and Company will alternately strike out names until only one (1) remains. The remaining one (1) will serve in the capacity described above.

Job evaluation is not subject to arbitration under the terms of the formal Company-Union Agreement.

- C. The minimum hiring rate shall be no less than the Federal Minimum Wage. After the first thirty (30) days of employment, the minimum rate for the assigned classification shall apply. Employees who exceed the hiring rate during the thirty (30) day period, while working on an incentive operation, shall be entitled to and paid such earnings.
- D. Definition of rates.
1. Base Rate to be the evaluated worth of the job classification exclusive of physical effort factor.

2. Incentive Hourly Rates to be a seventy (70)-unit hour.
3. 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 at least thirty-three and one-third (33 1/3) percent over the base rate of the operation.
4. Past straight time average hourly earnings shall be the Employee's next last pay period earnings divided by total hours worked. In order to establish a new straight time average, an employee must work ten (10) or more hours on his regular job. The use of this average is described in Article V., Paragraph G, Sub-Paragraph 5.
5. Expected earnings means thirty-three and one-third (33 1/3) percent over the base rate of a job.

E. Base rates are subject to change under the following conditions only.

1. A general wage change, in which case all base and hourly 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.

F. Standards once established will be changed only under the following conditions:

1. Obvious clerical errors.
2. To utilize idle time that is being paid for at an incentive pace.
3. It is agreed that no change in established piece-work rates or standards will be made unless changes are made in job content, which either increases or decreases the time necessary to produce a unit of production.

Any change in established piece-work rates or standards will be made commensurate with the degree of change in job content so that operators working on the changed job with comparable speed, skill, and effort as before the change was made will have the same earnings opportunity.

Changes in established piece-work rates or standards will be made within one hundred twenty (120) days of the time of the change in job content unless otherwise mutually agreed. This time limit shall not apply to a job which is placed off standard or experimental.

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

4. In computing the change in rates referred to above in Item 3., each elemental time affected by the change in job content (but only those elements affected by the change in job content) shall be re-timed to provide (at least) expectancy at an eighty (80)-Unit-Hour production level.
5. When the base rate of the job is changed in accordance with E. above.
6. In any case where a dispute between the parties involving a rate or standard reaches the second step of the Grievance Procedure, the Employer, upon the 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 that the Local Union may be in a position to properly present its case.

An Employer's Time Study Engineer may be present during such studies or observations by the Union time study engineer along with a Representative from the Local Union.

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.

7. The Company will have in all departments on all shifts the established standard practices available for inspection by piece-work 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. Upon request, the Union may examine rates and standard practices.
8. New or revised rates or standards must be posted at least twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) prior to the effective date of such rate.

9. Since adequate provisions have been made by our incentive rate system to provide the opportunity for enhanced earnings, only first quality product will be recognized for those earnings. In the event that incentive payments are made and it is later found that other than first quality products were produced, those incentive payments will be reduced to not less than base rate for the shift. The reductions are to be made for obvious producer responsible errors only. Any disagreements that arise shall be resolved prior to making any reduction.

G. Use of rates.

1. Base rate will be guaranteed to all piece-work Employees. Continued failure of such Employee to earn base rate under normal conditions shall be just cause of his removal from an operation.
2. Any piece-work Employee who has waiting time shall receive base rate of his job classification for time lost.
3. Any piece-work Employee engaged on experimental or instruction work shall receive his average straight time hourly earnings for the time spent on such work. The regular qualified Employees within the classification shall be given the opportunity to perform the experimental or instruction work prior to assigning other Employees on a temporary basis. This shall not be construed to restrict the Company's rights as stated in Article VIII, Paragraph B.
4. Any Employee working on an incentive operation within his job classification where there is no piece-work rate in effect covering the work performed will be paid at his straight time average hourly earnings until the rate is established for the job.
5. An Employee who is transferred temporarily to another classification while work remains on his regular job shall be paid the hourly rate of the job transferred to, piece-work earnings of the job transferred to, his straight time average earnings on his regular job, or the hourly rate of his regular job, whichever is higher. If an hourly-rate Employee is transferred temporarily to an incentive pool operation with no piece-work rate in effect, he shall be paid expected earnings of the job transferred to, provided he makes a fair and reasonable effort, or the hourly rate of his regular job, whichever is higher.

Any Employee required to work overtime under the provisions

of this Paragraph 5 shall receive the hourly rate of his regular job, straight time average hourly earnings of his regular job, piece-work 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, he shall be paid the rate of job.

6. Employees transferred by their request, job bid, or because of failure to qualify on their assigned job, will be paid the hourly rate of the job transferred to, if an hourly-rated job.
7. Employees 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 piece-rate earnings on the job transferred to, hourly rate of the job transferred to, expected earnings of the job transferred to, or hourly rate of his regular job, whichever is greater.
8. The Company may assign alternate work to Employees in order to complete a work day and they shall be paid the hourly rate of the job transferred to, or if piece-work rates apply, the piece-work earnings with base rate guarantee of the job transferred to. The Employee shall be given the option of accepting such alternate work or going home, unless such alternate job is of such nature as to be deemed absolutely necessary to maintain production by the Company. The supervisor will make a ruling as to whether or not the work is absolutely necessary to maintain production and so notify the Employee of his decision immediately. If the supervisor fails to make such a determination, the Employee shall have the option of going home.
9. All Employees who are transferred to other job classifications because of the application of seniority, or who agree to transfer at the Company's request, other than classified Utility Incentives, shall, upon return to their old job classification for any reason, if within one (1) year from the date of written request to return, be re-established at their last past straight time average hourly earnings received on this classification, subject to the provisions of this Article, before transfer, if the job to which they are returned is such that past straight time average earnings would apply. The "Old Job Classification" is defined to mean the classification to which he has filed a written request to return. In case the Employee has more than one (1) written request to return on file, the oldest or first filed shall apply for the purpose of this Paragraph. This time limit does not apply when on layoff.

10. When Employees bid for and receive, or Employees are transferred to an incentive pool operation where there is no piece-work rate in effect at the time of transfer, such Employee shall be paid expected earnings on the job transferred to until piece-work rates are established. Employees hired for an incentive pool operation where there is no piece-work rate in effect at the time of hire will receive expected earnings after thirty (30) days on the job. An Employee temporarily transferred to an incentive pool operation which has been off-standard for a period of six (6) months will be paid earnings equal to the normal earnings relationship between the operator and the classification to which the Employee has been temporarily transferred.
11. When there is no piece-work rate in effect on an incentive operation, the Department Manager 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 expected earnings on those days that they exceed this 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 be established before any Employee completes one (1) week on the job, then the expected earnings rate will prevail until the piece-work rate is established for the job.
12. 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 given written notice to the Employee and the president of the Local Union, or his appointed representative.

In regard to removal of base rate of an Employee, such removal shall be only for a period of two (2) weeks. At the expiration of the two (2)-week period, if the Employee does not either

- a. increase his earnings to above base rate, or
- b. show just cause why the base rate should not have been removed, he may be removed from the operation or his base rate will be re-established.

The Company recognizes that a proper orientation period is necessary for a worker whose job has been changed to become familiar with any method or devices and will permit sufficient time for such Employee to learn the new operation at his straight time average hourly earnings.

- H. 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 seven and one-half (7 1/2) or eight (8) hours (whichever is applicable) at the rate customarily paid the Employee for lost time. If he is assigned work for a lesser period than seven and one-half (7 1/2) or eight (8) hours (whichever is applicable) he shall be paid this rate for that part of the seven and one-half (7 1/2) or eight (8) hours, (whichever is applicable) which is not available to him. 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 any Employees because of a work stoppage or a slow-down. A telephone call to the Employee's last given telephone number at least two (2) hours before shift starting time will relieve the Company of any liability for reporting to work pay. Employees who furnish no telephone number will not be eligible for reporting to work pay. When the Company makes telephone calls under this Paragraph they will inform the Union Steward. The Steward may, at his request, be present while such calls are made, or he may request to be informed of the Employees who could not be reached. (Note Agreement #7)
- I. Employees who decline the opportunity to work on alternate jobs temporarily assigned to them will not be eligible for reporting to work pay. Failure to keep the employment department properly informed of correct address and telephone number will void the Employee's right to reporting for work pay.
- J. 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 an 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.

Such relief period when scheduled shall so far as possible be during the middle of the shift and shall be for the purpose of lunch or other personal contingencies.

Where an Employee works less than his regular scheduled shift or works overtime, he shall be paid for such relief period as follows:

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

4.1 to 8.0 hours – twenty (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.

- K. The Company will continue its present practice of granting two (2) ten (10)-minute paid rest periods for all Employees not on continuous operations. All piece-work rates do provide for the two (2) ten (10)-minute rest periods as a part of the rate. All future piece-work rates will provide for two (2) ten (10)-minute rest periods as part of the rate.
- L. Whenever an inexperienced Employee is added to group operations and thereby prevents the experienced Employees from making their straight time average hourly earnings, the experienced Employees will be guaranteed their straight time 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.

Whenever an Employee (other than qualified Utility-Incentive) is temporarily transferred to a group operation and thereby prevents the regular Employees from making their straight time average hourly earnings, the regular Employees will be guaranteed their straight time average hourly earnings provided they make a fair and reasonable effort.

- M. Employees who are transferred due to the elimination of their job, by their request, transferred due to the application of seniority, by job bid, at the Company's request, failure to qualify, or Employees recalled to an incentive job where there is a piece-work rate in effect will be paid as follows:

NOTE: The above conditions do not cover temporary transfers.

Three (3) weeks at the greater of the hourly rate guarantee of the job transferred to or 80% of utility rate, thereafter base rate guarantee will apply.

When an Employee exceeds the hourly rate in the period as described above, he shall be entitled to such earnings.

- N. An Employee requested to report to a member of management outside of his regularly scheduled shift and doing so at his option shall not be compensated. Employees required to report to management outside of the regularly scheduled shift shall be compensated for such time at his straight time average hourly earnings on his regular job.
- O. No incentive Employee shall be required to perform work on jobs other than his regular job on 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 his decision immediately. When such work is deemed necessary, the Employee shall receive his straight time average hourly earnings or the rate of the job, whichever is higher. 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.
- P. Operators of all NRM Automatic and Bag-O-Matic Curing units shall be paid expected earnings for startup and shutdown operations. Payment under Article V, Paragraph J, will not be made for startup and shutdown operations.
- Q. When an Employee is injured in the plant and is given first aid treatment or is taken to a doctor for treatment and if the injured Employee is unable to return to his job to finish out his shift of the same day, he shall be compensated for time lost for the remainder of his shift at the hourly rate of his job classification, if on a non-incentive job or at job expectancy if on an incentive job, or if he returns to his job to finish out his shift on the same day, he shall be compensated for time lost on the day the injury occurred at the straight time average hourly earnings of his regular job if approved and authorized. It is recognized that in some instances the Employee may not be sent home on the day of the injury, but on the subsequent day he is treated by the Company Doctor(s) for the above injury and sent home, he shall be paid as stated herein.
- R. If an Employee has an industrial injury or industrial illness, and is subsequently able to perform work other than his regular job, he may, upon approval, be assigned appropriate work by the Company if such work is available. Wages paid to such Employee shall be no less than eighty-five (85%) of the Employee's Straight Time Average Hourly Earnings, if an incentive Employee, or Hourly Rate, if an hourly-rated

Employee. Such payment shall continue until the Employee is returned to his regular job, or it is determined by competent medical advice that the Employee is permanently unable to perform his regular job and is transferred to another job. In no event will such payment continue for more than fifty-two (52) weeks unless there is a reoccurrence of the injury or illness after returning to his regular job for at least ninety (90) days. Any Employee who loses time from his regular shift to attend a hearing involving the Employee and the Company on Workers' Compensation shall be paid his straight time average hourly earnings, if an incentive Employee, or his 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. (Note Agreement #8)

ARTICLE VI

Vacations

- A. All Employees who complete one (1) year but less than five (5) years of service with the Company shall receive two (2) weeks vacation with pay based on four (4) percent of his total earnings for the twelve (12) months immediately preceding his 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 his 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 his 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 pay based on ten (10) percent of his 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 pay based on twelve (12) percent of his 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 seven-hundred (\$700.00) dollars 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 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 forty (240) hours for those eligible for six (6) weeks vacation based on their average hourly earnings; except that such vacation 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, fourth, fifth, and sixth weeks of vacation for those Employees eligible for such vacations.

During the month of December upon Union request, the President of the Local Union and the Industrial Relations Manager will meet to discuss the procedure of scheduling vacations in the following departments:

Millwrights
Machine Shop
Electricians
Building Maintenance
Powerhouse

It shall be the intent of this meeting to attempt to establish a procedure whereby all Employees in the departments above may schedule at least one (1) week of vacation during the months of June, July and August of each year.

After vacation requests are submitted, the Local Union President and the Human Resource Manager shall again meet to review those requests, and to recommend changes to accomplish the intent of this Agreement.

- 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 (3) 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 vacation period for all eligible Employees not scheduled for emergency, shipping, or maintenance work and may be canceled by the Company for any year provided notice is posted at all time clocks at least sixty (60) days prior to the start of the vacation week:
1. 2004 - Week starting July 5th (observe July 4th on July 3rd) and the seven (7) day period starting December 26th.
 2. 2005 - Week starting July 4th (observe July 4th on July 2nd) and the seven (7) day period starting December 26th.
 3. 2006 - Week starting July 3rd (observe July 4th on July 1st) and the seven (7) day period starting December 26th.
 4. 2007 - Week starting July 2nd (observe July 4th on June 30th) and the seven (7) day period starting December 26th.
 5. 2008 - Week starting June 30th (observe July 4th on June 28th) and the seven (7) day period starting December 26th.

First and second shift Employees scheduled to work the July vacation period shall observe July 4th on July 4th; third shift employees scheduled to work the July vacation period shall observe July 4th on July 5th". (*Note: this day does not move to July 6th.)

Start-up days following the December shutdown period (unless scheduled differently) are as follows:

2005 will be January 3rd
2006 will be January 3rd
2007 will be January 2nd
2008 will be January 2nd
2009 will be January 5th

2005, 2007 and 2008 will provide one (1) floating holiday to be scheduled in accordance with the one-day-at-a-time vacation language. In 2006, the floating holiday will be observed on January 2nd. In 2009, the floating holiday will be observed on January 2nd.

- K. In the event an Employee is on vacation and it becomes necessary for him to attend the funeral of a relative, as provided in Article VIII,

Paragraph N, his vacation schedule shall be extended by the number of days he would be eligible for payment under said provision had he been working in the plant provided he notifies the Company promptly of the funeral and in sufficient time for the Company to secure a replacement.

- L. The Local Union Treasurer shall report the total money paid to Employees due to official Union Activities to the Company. Credit for the money shall be added to the gross earnings of the Employee for the purpose of computing vacation pay.
- M. An Employee who has established eligibility for vacation shall receive accrued vacation benefits when he enters military service. Minimum vacation benefits do not apply. In case an Employee leaves for military service and returns in less than one (1) year, any accrued vacation paid shall be deducted from the vacation paid under Paragraph G, above. The intent of this Paragraph is to pay eligible Employees for their vacation benefits without duplicating such benefits.
- N. The Company will furnish the Union four (4) copies of the vacation eligibility list of all Employees.
- O. Gross earnings shall include the amount of Short Week Benefit payments under the SUB program, Accident & Sickness Benefits, and Supplemental Workers Compensation during the calendar year for which the Employee's vacation pay is based.
- P. An Employee on vacation who is required to serve on jury duty may extend his vacation by the number of days he is required to serve provided he notifies the Company in sufficient time for the Company to secure a replacement.
- Q. Regular vacation pay will not be paid earlier than the second Friday preceding the start of the Employees' vacation week.
- R. Employees shall be paid vacation pay in lieu of time off for those weeks of eligibility in excess of two (2) weeks vacation, providing they so indicate on the Vacation Request Form which must be turned in by January 31 each year. The Vacation Request Form shall indicate when such pay in lieu of vacation is requested, but in no case shall pay in lieu be made less than one (1) month after the Vacation Request Form is turned in.
- S. Employees who request and receive vacation pay in lieu of time off will not be allowed to later request time off for weeks paid in lieu.

- T. The following guidelines will be used to grant one-day vacations:
1. Vacation weeks in excess of two (2) may be used one-day-at-a time at the following rate:
 - a. 1st week = a maximum of six (6) single days
 - b. 2nd week = a maximum of six (6) single days
 - c. 3rd week = a maximum of six (6) single days
 - d. 4th week = a maximum of five (5) single days
 2. Employees wishing to take their vacation one (1) day at a time must declare their intentions in writing prior to January 31 each year. Once an Employee declares they are committed to it for that year.
 3. Request forms for one (1) day vacations must be turned in by Wednesday noon of the week preceding the week involved. Employee's request will be granted or denied by Friday noon.
 4. All requests will be handled by seniority and production needs for each department.
 5. Each Employee will only be allowed to schedule one (1) each of the days listed below, if said days are scheduled (unless no other Employee requests these days):
 - a. Monday
 - b. Friday
 - c. Day before or day after holiday
 - d. Saturday
 - e. Sunday
 6. Saturdays count as a vacation day under this program as does a holiday on which an Employee is scheduled to work.
 7. 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.
 8. Employee's rate of pay per day of vacation for the 1st week, 2nd week and 3rd week will be calculated by dividing two percent (2%) of the previous year's earnings by six (6) days. Succeeding weeks 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.

9. If for some reason an Employee is unable to schedule all their one (1) day vacations during the year, they will be paid in lieu of for the remaining days.
 10. All requests must be submitted on time or they will not be considered.
 11. The decision to allow or not allow an Employee's vacation request will be based on production requirements and is totally at the discretion of management. Denial under this subparagraph 11. is not open to negotiations and/or grievance procedure.
- U. Maintenance Employees and Distribution Employees who are eligible for only two weeks vacation may take their vacations one day at a time subject to the following conditions:
1. The guidelines contained in Article VI, T. above.
 2. In doing so, it is understood and agreed that in the event maintenance Employees or Distribution Employees are not scheduled during one or both of the plant vacation shutdowns, these Employees will be considered on vacation and as such will not be entitled to S.U.B. Also, Employees bidding out of Maintenance or Distribution with insufficient vacation time left to cover the plant vacation shutdown will be considered on vacation (paid for vacation days eligible for only) and as such will not be entitled to S.U.B.

ARTICLE VII

Seniority

Section 1.

- 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 sixty (60) continuous days of service; except that 1) if the Employee is laid off for lack of work during his sixty (60) day probationary period and 2) if he is hired within four (4) months, then 3) he will acquire seniority upon completion of sixty (60) accumulative days of service and his seniority will date back to the original date of hire.

- B. An Employee's service shall be considered continuous unless broken for any one (1) of the following reasons:
1. Quit.

2. Absence from work for more than three (3) consecutive working days without specific prior notification, 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 quit.

If, however, such Employee reports back for work within one (1) week, he 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 (3) days after receiving recall notice, provided that no Employee shall lose his seniority if failure to report for work when called is caused by sickness or accident, and providing further that such Employee upon his recovery shall report to the Company for work. Any recalled Employee who does not report within three (3) days as described above, but reports within seven (7) days from the time he is recalled, will be eligible for the next opening for which he can qualify, providing he reports his intention to return to work within three (3) days and reports to work within five (5) days from the time he is notified of the second opening, unless failure to report for work is caused by illness or injury.
- C. A complete seniority list of all Employees shall be kept up to date. Department seniority lists will be posted in the respective departments semi-annually. The Company shall furnish the Union four (4) copies of the semi-annual seniority list at the time of its posting. The Company will furnish the Union, from each department, a department lineup once each month.
- 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 the 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 (1) copy of all Change of Address Authorization Forms when 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 one (1) year of seniority in all layoffs, recalling, job bidding, and transfers.

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

In regard to curtailment of production, Stewards, during their term in office, shall have top seniority on the shift on which they were elected in their respective departments. Except during the first week in December at which time they may only use their actual seniority if other Employees in their classification choose to exercise their rights stated in Article VII, Paragraph F.

If a Steward is listed for an out-of-plant layoff, only his actual seniority shall apply. President, Vice-President, and the Negotiating Committee shall have top plant wide seniority during their term of office, except that they may use only their actual seniority in bidding in new jobs.

All Employees with three (3) months but less than one (1) year's service in case of layoff shall have the right to replace the youngest Employee in the plant after completing a two (2) week layoff 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. Transferred Employees will exercise shift preference based on their seniority after a thirty (30) day period in the new department. Department shall be defined for this Paragraph as being: Mill Room (101, 103, 116), Tire Assembly/Materials (107, 108, 115, 119), Tire Curing (110), Tire Finishing (113), Shipping (180), Receiving (130), Yard (127), Machine Shop (149), Maintenance (143) Electricians (146), Power House (144), and Department 172. Shift preference may not be exercised twice in a given classification in any six (6) month period unless the Employee is transferred to avoid layoff, or if the exercising of his seniority is canceled due to application of greater seniority, or because of curtailment of production.

Each Employee will be required to sign a shift preference sheet when the exercising of shift preference displaces an Employee from the shift he is bumping to, except where the shift change is caused by transfer to avoid lay-off, the application of greater seniority, or because of curtailment of production. Each Employee shall be issued a copy of the shift preference sheet. Initial bumps must be received no later than the end of the shift on Tuesday to be effective the following Monday. Subsequent bumps resulting from the initial bump must be received by the end of the shift on Wednesday to be effective the following Monday.

- G. Shift trades of one (1) week or more may be made only after being mutually agreed to in writing by the Company and the Union. Such trades must begin on a Monday and be in increments of full weeks.

If any eligible Employee wishes to exercise shift preference which affects an Agreement under this Paragraph, he will be able to do so and the Agreement referred to above will become null and void on the following Monday provided the Company has at least three (3) work days prior notice.

Shift trades for a Saturday or Sunday may be made only with prior approval of the Department Manager.

- H. Employees transferred from their regular department to another department shall retain their seniority in the department transferred from for a period of thirty (30) days, after which such Employees' total seniority shall apply in the department to which they have been transferred.
- I. No new help will be hired in any department as long as there are regular Employees laid off and available for work, and any Employee who is recalled to a position other than the one (1) from which he or she was laid off, upon written request to return, filed within one (1) week after the Employee returns from layoff, shall be permitted to return to his former position when an opening occurs.

When an Employee is working on a job other than his regular job because of transfer due to curtailment of production and application of seniority rights, such Employee, upon written request to return filed within one (1) week after the time of physical transfer, shall be permitted to return to his former position when an opening occurs.

NOTE: With respect to both situations above:

1. In order for an Employee to file any request to return, he must have departmental seniority on the job to which he wishes to return.

2. When an Employee returns to a job by exercising his request to return, his seniority will transfer to the job returned to effective with the date of physical transfer.
- J. The Union President, the Steward, and the Employees involved will be notified in writing of all Employees who are laid off three (3) days before such action is to be taken. It is further understood that the Union President shall be notified of all recalls from layoff when such action is taken.
- K. If an Employee accepts, or has accepted, a position with the Company which makes him ineligible for Union membership, he shall upon termination of such transfer automatically resume his regular place on the seniority list except Employees transferred to a supervisory 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. Employees currently outside of the bargaining unit will not continue to accumulate bargaining unit service while outside the bargaining unit after November 1, 1980. Any accumulated service outside the bargaining unit through November 1, 1980, will be frozen but not severed.
1. He may bid on a job opening, and such bid shall be considered in line with seniority, or
 2. He will take the first available opening. If none exists, he will replace the youngest classified Employee in the plant.
 3. Such Employee shall not have department seniority for thirty (30) days following physical transfer.
- L. Employees who become handicapped in the course of their employment with the Company, or 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 for 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.
- M. When vacancies occur or new positions are created requiring additional help, such vacancies or new positions shall be posted for bid. Senior Employees of those bidding shall be given preference of such job as far as is practical and consistent with proper ability and experience to perform the work required. Employees previously disqualified or leave of absence will not be permitted to bid.

Notice of such openings for vacancies or new positions shall be posted by the Company for a twenty-four (24) hour period to permit Employees with sufficient seniority to bid on such jobs.

All bids are to be made by the Employee 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.

Openings resulting from no bids on an original vacancy or new position, or openings resulting from a third posting will be considered a fourth opening.

Fourth openings resulting from the posting of the original job, or openings resulting from no bids will be the prerogative of the Company to fill this opening with the most senior unclassified Employee, if qualified; an existing classified person, if qualified, providing the Employee wants the job. If not filled in the above manner, the job will be filled with a new hire.

Any Employee who is given such new job or fills such vacancy and is unable to perform the work satisfactorily within the allotted time shall be returned to his former job if the job is available. If his job is not available, he may take an available opening. Should there be no available opening, he may replace the Employee with the least seniority in the plant. No Employee may change his job by bidding more than twice in a one (1) year period.

If an Employee is awarded a job through the bidding procedure and he does not have the opportunity to work at least thirty (30) days on his new job because of a reduction in the work force or application of greater seniority, the bid such Employee exercised for such job shall not be counted under this paragraph.

New Employees shall acquire bidding privileges only after three (3) months of seniority and shall then be permitted only one (1) bid until they have acquired a full year's seniority.

The Company will make every effort to make transfers the following Monday from the date of a job bid acceptance, and to make sure no unjustifiable delays occur.

It is recognized by the parties that in some circumstances delays in transferring cannot be avoided and could possibly take longer than the following Monday following the job bid acceptance mentioned above; however, the Union may, upon request, be given reasons for any delays.

If the Union feels there has been an unjustified delay, they may process it through the Grievance Procedure of the Basic Labor Agreement.

An Employee may cancel his bid after the twenty-four (24) hour posting period (as defined in the Company-Union Agreement) without penalty but only up to the time the Job Acceptance or Cancellation Form (Form No. 1793) is presented to him. If he chooses to cancel his job bid at that time, he must indicate that choice on the form and thereby relinquish his job bidding privileges for six (6) months.

The Human Resources Manager will give a copy of the job posted to the Union. Job bids will be made in duplicate written application, one (1) for the Industrial Relations Manager, the other to be given to the Union. Jobs posted for bid will be posted at all time clocks. The Company will be required to post no more than two (2) additional job openings caused by bidding for the original vacancy.

- N. When an Employee bids for and receives a job in a different department, and prior to his working thirty (30) days on his new job he is removed because of reduction in the work force in the new department, he shall return to his old department and have the following options in the order listed:
1. He will return to his old job if it has not been physically filled, or
 2. He will take an available opening, or
 3. He will replace the least senior classified Employee.
- O. A laid-off Employee with seniority rights at time of lay-off, when recalled, shall receive credit for seniority held at time of lay-off plus seniority credit for time laid off up to but not exceeding two (2) years. This shall not restrict his right to recall after two (2) years.
- P. When an Employee is transferred temporarily and such transfer extends beyond thirty (30) days, the Employee will be returned to his regular job within five (5) days of filing his application to return.
- Q. When temporary jobs are created, they shall not exceed thirty (30) days in duration unless mutually agreed to by the Union and the Company.
- R. In the event of curtailment of production which necessitates a reduction of manpower within a job classification, any Employee who is in any type of a temporary status within such classification shall be removed from the classification before regular Employees are removed.

- S. When a temporary vacancy is created by the absence of an Employee that can reasonably be expected to last for more than twenty-one (21) days, it is the Company's intention to give preference to such jobs to the Employees who have filed a written request to return to the job in line with their seniority. Also, it is the Company's intention to allow shift preference to be exercised by the regular Employees in the classification. This shift preference shall in no way conflict with Section 1., Article VII, Paragraph F of the Agreement.

Whenever the above seems impractical, the Company will discuss this matter with the Union.

ARTICLE VII Leave of Absence

Section 2.

- A. All leaves of absence shall be submitted to the Employee's department for approval by the Personnel Department.
- B. 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 his 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, he may lose his seniority unless special consent has been granted by the Company and the Union in writing.
- C. Employees granted leaves of absence for illness or injury for ninety (90) days requiring renewal will be granted such renewal upon recommendation of competent medical advise.

Overstaying a leave of absence may result in removal from payroll pursuant to Article VII, Section 1, Paragraph B, 4. Consideration will be given to unusual circumstances.

- D. If any Employee is elected or appointed to perform services as a representative of the Local Union, the International Union, or its affiliates, Treasurer of Credit Union, shall be granted a leave of absence and at the end of such term of office or mission shall be returned to work with full accumulation of his or her 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 or general discharge and are physically capable of assuming employment. In the event of disability depriving servicemen or women 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.

ARTICLE VIII General Rules

- A. It is understood that if the Company shall move any of its present operations to a new location or should acquire a plant in some other location to perform operations that are performed at the present location, any or all Employees affected shall be moved to the new location if the Employee so desires.
- B. 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. Direct workers may be used as part-time supervisors upon mutual consent with the Union. (Note Letter #3)
- C. 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 his straight time average hourly earnings.
- D. Bulletin boards will be provided where proper notices of interest to Employees may be posted after approval by the Personnel Department. Bulletins from Local No. 207 shall be signed by the President, Recording Secretary or any official, and when officially okayed by the Personnel Department, the bulletin may be posted in the plant.

The following type of bulletins do not need the approval of the Personnel Department.

1. Notices of Union recreation or social affairs.
2. Notices of Union elections.
3. Notices of Union appointments and results of Union elections.
4. Notices of Union meetings.
5. Notice pertaining to the Credit Union.

- E. Any Employee unable to report for work on his regular shift at the required time will make previous arrangement with his foreman, or if unable to do this, will notify the foreman in charge of his department at the earliest possible moment and before the 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. Employees who are members of a reserve component of a military service shall notify their supervisors of regular drills no later than noon Thursday of the week in which such regular drill falls.
- F. The Company shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment and shall furnish a sufficient number of Employees well trained in First Aid available to all departments on all shifts at all times.
- G. It is understood that smoking areas and adequate toilet and wash room facilities, a sufficient number of lockers and showers, kept in a sanitary condition at all times, and adequate drinking water facilities will be provided by the Company.
- H. A Safety and Sanitation Committee shall be appointed consisting of not more than two (2) members representing the Company and not more than two (2) 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 Engineer by the member of the Committee who enters the plant for the purpose of investigating safety and sanitation conditions within twenty-four (24) hours of the investigation.

The Safety and Sanitation Committee shall meet as often as deemed necessary, but not less than once per month, 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 Engineer for joint inspections of specific safety complaints. Union members of the Committee shall be paid for time spent in sched-

uled meetings, on scheduled department tours and on joint investigations, as described above. The rate of pay shall be straight time average hourly earnings and hours paid shall be considered as hours worked for the purpose of computing overtime payments as provided for in Article III. 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 Human Resource Manager Step.

The Company Chairman of the Safety Committee shall notify the committee of recommendations resulting from plant inspections by State or Federal Safety Inspectors. A copy of such recommendations will be provided upon request.

An Employee who is requested by a safety inspector from the Office of Occupational Safety & Health Administration and is designated by the Local Union President to accompany the inspector on an inspection tour, will be paid at his straight time average hourly earnings for the time lost from his regular shift as a result of such plant inspection.

- I. Any provisions of this Agreement that violate state or federal laws shall be considered null and void and the remainder of this Agreement shall remain in full force and effect.
- J. Officers of the Union shall be permitted to enter the plant at any time to perform necessary Union duties and to investigate pending grievances.
- K. Wages will be paid each Friday for the preceding week.
- L. 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 and his straight time past average hourly earnings rate, if on incentive or his hourly rate if on day work, for the time lost from his 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 (24) hours after receipt of notice of selection for jury duty, 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 day-

time shift during the period he is serving as a juror, unless he may be reasonably expected to work half of his regularly scheduled shift.

- M. Employees with seniority who are members of the United States National Guard or of Reserve Units 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 four (4) weeks 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 he was in training or on temporary special service multiplied by his straight time 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 requested to attend a weekend in training period shall receive make-up pay for the time lost from his regularly scheduled shift while on such duty subject to the maximum of four (4) weeks provided for in the above aforementioned provisions and other limitations contained therein. [Maximum pay provision under this Paragraph is one (1) weekend per year.]

- N. 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, father-in-law, mother-in-law, brother, sister, half-brother, half-sister, step-brother, step-sister, child, step-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 the spouse, great-grandchild and great-grandparent of spouse, shall be paid his straight time average hourly earnings if he is an incentive Employee, or his current hourly rate if an hourly rated Employee, for the time lost from his 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, memorial service, cremation or burial.

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.

- O. Subcontracting work normally performed by Employees in the bargaining unit will be discussed with the Local Union Negotiating Committee before such work is farmed out. Only such work will be

subcontracted that cannot be performed by members of the unit at the time such work is necessary and where Employees on lay-off cannot be recalled to perform the work.

It is recognized that under unusual circumstances where time is the factor, or where special equipment is required, making it impractical to perform the work on time or without undue expense to the Company, such work may be subcontracted.

- P. The Company may establish a multiple job classification only with mutual agreement with the Union, but such agreement shall not be unreasonably withheld.
- Q. The Employee and Union will be furnished a written copy of any derogatory notation that is made a part of his personnel record. If he does not agree with the facts stated therein, he will have three (3) days in which to make a written protest, which will be submitted to the Personnel Department. A meeting will be held within three (3) working days to discuss his protest. The Employee and Union will be given the decision in writing regarding his protest within three (3) 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 derogatory notations for any minor offenses not repeated within one (1) year will be removed from the Employee's personnel file, and will be disregarded for purposes of disciplinary action or arbitration. All letters of derogatory nature dated prior to January 1, 2000, will be removed from the personnel file except citations for violation of Article I, Paragraph F, which shall remain a permanent part of the Employee's record.

- R. If a disagreement arises in regard to a claim made by an Employee on 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 blue lined by Supervision shall be returned to the Employee; 3) if the Employee agrees with the change he shall place his signature upon the face of time card; 4) if the Employee disagrees, he shall place his signature upon the back of the time card and return it to his supervisor; 5) the supervisor shall then recompute the blue lined portion of the time card to the amount he feels to be correct and he then shall immediately process the card to the Payroll Department. The disputed matter may then be processed through the Grievance Procedure. Copies of all blue-lined time cards are to be sent to the Union Hall.
- S. A weekend work schedule for all production and maintenance Employees shall be posted in each department no later than the

start of the second shift on Thursday of each week. Such schedule shall list one of the following:

1. Only those classifications or name 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.

- T. For Employees in the skilled trades division, the Company will replace without cost to the Employee tools which become broken or worn-out, provided the Employee presents the broken or worn-out tool to the Company at the time he receives a new one. The Company will continue past practice with respect to lost tools.

ARTICLE IX Duration and Termination

- A. This Agreement shall continue in effect through the 31st day of October, 2008, except as provided in Article V, Paragraph A. 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 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 hereto have affixed their signatures the day and date first above written.

Accepted for

LOCAL NO: 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #1

The Company and the Union agree to the following for the purpose of stating the selection procedure to be used in selecting the Permanent Impartial Arbitrators required in Article II, Paragraph A, Step 4, of the current Company-Union Agreement.

The parties shall select and appoint during the month of December of each calendar year three (3) mutually satisfactory arbitrators who will serve as the Permanent Impartial Arbitrators required in Article II, Paragraph A, Step 4, of the Company-Union Basic Labor Agreement.

The mutually selected Permanent Impartial Arbitrators shall serve for a twelve (12) month period starting with the month of January.

If after selected, a Permanent Impartial Arbitrator is unable to serve, the parties will meet to mutually select another arbitrator to serve for the unexpired portion of the calendar year.

To select the Permanent Impartial Arbitrators each party shall submit a list of five (5) persons for consideration. If the name of three (3) persons appears on both lists, those persons shall be the Permanent Impartial Arbitrators.

If the arbitrators are not selected as above, for the first selection only the parties shall by flip of coin determine which party would make the first strike from the list of ten (10) names. The party with the right to the first strike shall strike one (1) name from the ten (10) and the other party shall then strike one (1) name from the remaining nine (9), such procedure being repeated until only three (3) names remain, the remaining names shall be the Permanent Impartial Arbitrators.

For the second year, the party having the second strike in the first year shall have the first strike and for the years thereafter the first strike shall be alternated.

It is agreed that all grievances scheduled with an arbitrator will be heard by said arbitrator, and the selection of a new arbitrator will not in any way cause grievances to be transferred from one arbitrator to another.

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

Accepted for
LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for
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AGREEMENT #2 Interpretation

ARTICLE III, PARAGRAPH D

"Time and one-half shall be paid for work performed on the sixth day worked in the work week. No Employee will be scheduled off during the normal work week to avoid premium payment. The following shall be considered as days worked in computing the premium pay for the sixth day:

No sixth day premium is to be paid if an Employee is off work any day or days Monday through Friday as follows:

1. Employee absents himself for any reason except Article III, Paragraph D.3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, of the Agreement or a holiday for which he has received pay.
2. Act of God that prevents Company from working a department or departments.
3. No work available in his job classification because of:
 - a. Strike, slowdown, work stoppage or interruption of work in violation of the Agreement.
 - b. Union request for not scheduling work.

- c. First day of hunting season.
- d. Power failure due to sources outside the plant.

AGREED TO this 24th day of November, 1991.

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
Larry C. Sheridan
James H. Geers

Accepted for
LOCAL NO. 207, URCLPWA

By F. H. Cook
J. K. Fenton
J. F. Elsea
B. B. Clymer
J. D. Cooper
R. E. Meyer
D. A. Dukes

Accepted for
INTERNATIONAL UNION, URCLPWA

By Shelby McLaughlin
(International Representative)

MEMORANDUM OF AGREEMENT #3

THIS AGREEMENT is entered into between the Cooper Tire & Rubber Company and Local No. 207, URCLPWA, this 1st day of November, 1965, for the purpose of establishing guide lines to be used in the offering of overtime. Specifically, two (2) 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.

For example: If a passenger tire builder is needed on the first shift, and it is necessary to call in an Employee from another shift, a reasonable attempt shall be made to call in a passenger

tire builder from another shift before an Employee from another classification on another shift is asked to work. This is not to be construed to mean that all passenger tire builders must be contacted and offered the work before the work is offered to an Employee from another classification. The number to be contacted shall depend on the size of the classification.

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. 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 straight time average hourly earnings for the time he was 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.

Repeated abuse of the above in any given department shall subject this Agreement to be reviewed by the Union and the Company.

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

Accepted for
LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #4

The Company Union Agreement states that December 24 is a paid holiday. However, it is agreed that:

1. The holiday shall be observed on December 24 for all Employees on first and second shift as listed below:

FIRST SHIFT

Mill Room	6:00 a.m. to 2:00 p.m.
Curing	6:30 a.m. to 2:30 p.m.
Other Production	7:00 a.m. to 3:00 p.m.
Service Departments	7:00 a.m. to 3:30 p.m.

SECOND SHIFT

Mill Room	2:00 p.m. to 10:00 p.m.
Curing	2:30 p.m. to 10:30 p.m.
Other Production	3:00 p.m. to 11:00 p.m.
Service Departments	3:00 p.m. to 11:30 p.m.

2. For third shift Employees as below:

THIRD SHIFT

Other Production	7:00 a.m. to 3:00 p.m.
Mill Room	10:00 p.m. to 6:00 a.m.
Curing	10:30 p.m. to 6:30 a.m.
Other Production	11:00 p.m. to 7:00 a.m.
Service Departments	11:00 p.m. to 7:30 a.m.
Office Maintenance	10:30 p.m. to 7:00 a.m.

The holiday shall be observed on the December 26 shift except as follows:

- a. If December 25 falls on a Saturday or Sunday the holiday shall be observed on December 24.

Any Employee whose shift times differ from above will observe the holiday on their December 24 shift.

When the third shift observes their December 24th Holiday on December 26th, all work performed by third shift employees between 7:00 a.m. on December 24th and 7:00 a.m. on December 26th, shall be paid at the rate of double time, except Millroom Employees and in this case shall be

6:00 a.m. December 24th, to 6:00 a.m. December 26th, and the Tire Curing Employees and in this case shall be 6:30 a.m. on December 24th to 6:30 a.m. on December 26th. The payment provided for in the Paragraph is in addition to idle Holiday Pay.

Deviation from this Agreement may be made by mutual written agreement.

This Agreement will not apply to Powerhouse Employees. Their holidays shall be observed as listed in the Company-Union Agreement.

This Agreement is entered into with full knowledge of the Company-Union Agreement and will therefore take 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.

AGREED TO THIS 16th day of February, 2004.

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #5

The Company Union Agreement states that December 31 is a paid holiday. However, it is agreed that:

1. The holiday shall be observed on December 31 for all Employees on first and second shift as listed below:

FIRST SHIFT

Mill Room	6:00 a.m. to 2:00 p.m.
Curing	6:30 a.m. to 2:30 p.m.
Other Production	7:00 a.m. to 3:00 p.m.
Service Departments	7:00 a.m. to 3:30 p.m.

SECOND SHIFT

Mill Room	2:00 p.m. to 10:00 p.m.
Curing	2:30 p.m. to 10:30 p.m.
Other Production	3:00 p.m. to 11:00 p.m.
Service Departments	3:00 p.m. to 11:30 p.m.

2. For third shift Employees as below:

THIRD SHIFT

Mill Room	10:00 p.m. to 6:00 a.m.
Curing	10:30 p.m. to 6:30 a.m.
Other Production	11:00 p.m. to 7:00 a.m.
Service Departments	11:00 p.m. to 7:30 a.m.
Office Maintenance	10:30 p.m. to 7:00 a.m.

The holiday shall be observed on the January 2 shift except as follows:

- a. If January 1 falls on a Saturday or Sunday, the holiday shall be observed on December 31.

Any Employee whose shift times differ from the above will observe the holiday on their December 31 shift.

When the third shift observes their December 31st Holiday on January 2nd, all work performed by third shift employees between 7:00 a.m. on December 31st and 7:00 a.m. on January 2nd shall be paid at the rate of double time, except Millroom Employees and in this case shall be 6:00 a.m. on December 31st to 6:00 a.m. on January 2nd and the Tire Curing Employees and in this case shall be 6:30 a.m. on December 31st to 6:30 a.m. on January 2nd. The payment provided for in the Paragraph is in addition to idle Holiday Pay.

Deviation from this Agreement may be made by mutual written agreement.

This Agreement will not apply to Powerhouse Employees. Their holidays shall be observed as listed in the Company-Union Agreement.

This Agreement is entered into with full knowledge of the Company-Union Agreement and will therefore take 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.

AGREED TO THIS 16th day of February, 2004.

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #6

In complete and final settlement of Grievance #1573, it is agreed as follows:

1. Anyone reporting to work on a week day who is not given seven and one-half (7 1/2) or eight (8) hours, (whichever is applicable) shall receive reporting to work pay for that part of the seven and one-half (7 1/2) or eight (8) hours, (whichever is applicable) which is not available to him.
2. Anyone reporting to work on weekends who is not given seven and one-half (7 1/2) or eight (8) hours, (whichever is applicable) shall receive reporting to work pay for that part of the seven and one-half (7 1/2) or eight (8) hours, (whichever is applicable) which is not available to him, except for the following jobs which can take less than a full shift to perform. When Employees are scheduled for these jobs, they will be paid for actual hours worked only [unless they work less than four (4) hours then they shall receive reporting to work pay for that part of four (4) hours they did not work.]

DEPARTMENT	JOB
Mill Room	Flushing cement house liners Cleaning tube cementers Cleaning Z Calender
Curing	Changing serials in molds Green Tire Inventory Remove green tires from Sorting racks

3. On the following jobs, during a plant shutdown, when Employees are scheduled to work on weekends [on a two (2)-week shutdown this is the weekend during and following the shutdown; on a one (1)-week shutdown this is the weekend following the shutdown] for less than a full shift will be paid for actual hours worked only, unless they work less than four (4) hours then they shall receive reporting to work pay for that part of four (4) hours that they did not work.

DEPARTMENT	JOB
Maintenance	Millwright Technician Millwright Oiler Welder Technician Welder Electrician Technician Electrician Instrument Repairman Mechanic Technician Mechanic Machinist Technician Machinist Carpenter Die Maker Automotive Mechanic

4. Jobs may be added to this list only with the mutual agreement with the Union, but such Agreement shall not be unreasonably withheld.
5. All time cards blue lined for reporting to work pay since November 1, 1973, will be paid according to this Agreement.

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.

AGREED TO THIS 14th day of May, 1974.

Accepted for
LOCAL NO. 207, URCLPWA

By D. E. Gilbert
F. H. Cook

Accepted for
COOPER TIRE & RUBBER COMPANY

By Bruce Smith

AGREEMENT #7

An Employee on Light Duty and working on a job other than his regular job for full week(s) (or less than a full week during the first week of such light duty) where the shift within the department in which he is working on light duty is scheduled to work full on the weekend of said week(s) the Employee on Light Duty will be scheduled and then be given the option of working on said weekend.

If either party feels the intent of this Agreement is being abused, a meeting shall be held to discuss the situation involved. If the parties are unable to resolve the question, this Agreement shall be terminated two (2) weeks after written notice is given by one (1) party to the other to terminate.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO this 12th day of November, 1997.

Accepted for
LOCAL NO. 207L, USWA

By M. J. Saum
R. E. Meyer
J. D. Cooper
T. D. Adams
J. F. Elsea
D. A. Dukes
S. R. Saum
D. L. Alge

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
James H. Geers

AGREEMENT #8

The Company and the Union mutually agree to the following in regards to the posting of preferential jobs:

Should we have a 4th opening in the bidding procedure, which either party feels should be considered a preferential job, it will be discussed. If it is mutually agreed that the job is a preferential job, then the job will be posted. This will only be done by non-precedent agreement and will not start the bidding procedure over again. Successive preferential jobs will be handled in the same manner with the process returning to the 4th opening, whichever is applicable when a non-preferential job arises.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 17th day of October, 1994.

Accepted for
LOCAL NO. 207, URCLPWA

By K. P. Welch
M. J. Saum
B. B. Clymer
L. A. Wittenmyer
R. E. Meyer
J. F. Elsea
J. D. Cooper

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
James H. Geers

AGREEMENT #9

This Agreement supersedes the Agreement dated November 1, 1976, on the subject of Utility Employees.

IT IS AGREED that the following job classifications are in effect:

1. Utility-Incentive – Employees in this classification to be used primarily for filling in on jobs of an incentive nature, but may be used on non-incentive work when necessary.
2. Utility Non-Incentive – Employees in the classification to perform miscellaneous non-incentive jobs as necessary, but may occasionally perform incentive work.
3. Vacation Replacement – Employees in this classification to be used for filling in on either incentive or non-incentive jobs, providing Utility Incentives have been given first choice of those incentive jobs.

Regarding seniority, departmental groupings shall be as listed below, and Utility Incentive and Utility Non-Incentive Employees may be used in any of the departments within each grouping:

1. Mill Room – Includes Departments 101, 103 and 116. (When these jobs are posted, they shall be considered in Department 101.)
2. Materials – Includes Departments 107 and 108. (When these jobs are posted, they shall be considered in Department 107.)
3. Tire Assembly – Includes Departments 115 and 119.
4. Tire Finishing – Department 113.
5. Tire Curing – Department 110.

The following conditions shall also be in effect regarding Utility Incentive and Utility Non-Incentive classifications:

1. In the event openings occur, these openings will be posted in accordance with the Company-Union Agreement.
2. Utility Incentive and Utility Non-Incentive Employees may be used to fill in for vacationing Employees. Utility Incentive Employees shall be given preference over Vacation Replacements and Utility Non-Incentives in filling in on incentive jobs.
3. These Employees may fill in for regular Employees on classified jobs only.

4. Assignments of these Employees to new or revised job classifications may not exceed thirty (30) days.
5. Regular posting of classified jobs may not be delayed by use of these Employees, nor shall transfers be delayed by use of these Employees.
6. These Employees shall not be time-studied for the purpose of establishing or revising piece-work rates (except where mutually agreed upon).
7. Experience gained by these Employees shall not entitle them to any special preference to a job which is posted for bid.
8. For all seniority provisions, these Employees shall be considered as regular classification in the seniority group.
9. These Employees shall not be given work on any day, Monday through Sunday, if any classification unless regularly classified Employees are given an opportunity to perform such work. The foregoing applies only to a shift, first, second, or third.
10. Available hours on incentive jobs shall be divided as evenly as possible among a group of Utility-Incentive Employees.
11. Overtime work of a non-incentive nature will be offered to Utility Non-Incentive Employees prior to offering it to Utility Incentive Employees.
12. Employees in these classifications shall establish a straight time average which will be calculated by using the Employee's next last pay period earnings record. The product of all earnings divided by all hours will be the Employee's past straight time average hourly earnings. Use of this average shall be governed by all applicable provisions of the Company-Union Agreement, and any other written agreement between the parties.
13. Qualified Utility Incentives on their shift will be given job and/or machine preference over Utility Incentives working overtime.
14. Employees working overtime on machines other than the machine normally assigned within their own classification will not be given machine preference over the qualified Utility Incentives on the shift.

(Note: Numbers 13. and 14. apply only at shift starting times.)

The following conditions shall also be in effect regarding Vacation Replacements:

1. These Employees may be used in any department on any shift; however, they will have no departmental seniority.
2. These Employees will have no bidding or bumping rights until such time as they are classified. These Employees shall be classified within twelve (12) months of their date of hire.
3. These Employees may not be bumped.
4. #'s 5, 6, 9 and 12 above shall also apply to Vacation Replacements.
5. In the event there is a job opening which does not require a job bidding procedure or the honoring of a request to return under the terms of the C.B.A., the most senior vacation replacement shall be given consideration for such opening after a review is made by the Company and the Union. The Company will give the Union, in writing, the name, clock number, date, and job classification of this job assignment.

If either party feels the intent of this Agreement is being abused, a meeting shall be held to discuss the situation involved. If the parties are unable to resolve the question, this Agreement shall be terminated two (2) weeks after written notice is given by one (1) party to the other to terminate.

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.

AGREED TO THIS 16th day of February, 2004.

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #10

IT IS AGREED that the yard Employees (General Labor – Unskilled) in Department 127 assigned to drive the yard tractor or truck will be paid the Special Hourly Rate for the classification of Truck Driver (T-01) and Tractor Operator (T-02) in Department 127 for hours spent in the classification.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 1st day of November, 1979.

Accepted for
LOCAL #207, URCLPWA

By B. M. Vantrease
F. H. Cook
K. P. Welch
H. F. Firestone
A. E. Houdeshell

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. H. Geers
J. W. Dannemiller
J. D. Sprouse
R. J. Abella
Bruce Smith

AGREEMENT #11

Any pulling of the head on a tuber for a shutdown (weekend or otherwise) should be scheduled and performed by the Maintenance Department.

If an emergency or other condition should come up that makes it not possible for Maintenance to do this work, then the Maintenance Supervisor will notify the Mill Room Supervisor as soon as possible so that the tuber crew can be assigned this work, when necessary.

If during the running of the tuber a mechanical or stock condition develops that necessitates pulling the head, the tuber crew will be assigned this work. This is not meant to be used for a shutdown of the tuber, as it is presumed the tuber will startup as soon as the head is replaced.

Whenever any members of a tuber crew are assigned to pull the tuber head, the rate of pay for such Employees will be the current hourly rate for the job classification Millwright.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 1st day of November, 1976.

Accepted for

LOCAL NO. 207, URCLPWA

By B. M. Vantrease

F. H. Cook

D. Hutson

A. E. Houdeshell

D. E. Hartman

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. H. Geers

E. E. Deter

Bruce Smith

AGREEMENT #12

The Company will furnish work gloves to Employees in the following classifications:

1. NRM Operators
2. Mold Service Employees
3. NRM Bag Changers
4. Mill Room Tuber and Banbury Crews
5. Millwrights assigned to Mill Room and Curing Departments

Employees in the above classifications must turn in their worn-out gloves at the time they receive a new pair.

No more than one (1) pair of gloves will be issued to an Employee in the above classification each working week except NRM Press Operators who may receive no more than two (2) pairs per working week.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 16th day of February, 2004.

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

AGREEMENT #13

IT IS AGREED that an allowance of one dollar fifty cents (\$1.50) will be paid for the purpose of wash-up time for the following Employees who work full time on the duties listed:

1. All Banbury crews, including the #27 Banbury.
2. Classified Sweeper in Department 117 (#27 Banbury).
3. Millwrights assigned to the New Mill Room and to the #27 Banbury.
4. All New Mill Room Employees who are now working full time east of the wall on the main floor of the New Mill Room, but excluding any dual tuber crews who may have some duties east of the wall.
5. Clark Tractor Operators in the New Mill Room [currently, three (3) men per shift].
6. Oilers [currently, one (1) man per shift].
7. Refiners on the second floor Banbury mezzanine.
8. Material Handlers on the second floor Banbury mezzanine.
9. Material Handlers assigned to cut rubber on the third floor of Building #30.
10. Receiving Material Handlers.
12. Radial Painters.

If the Employees in the above categories are required to work less than a full shift, the other Employees do not replace them for the remainder of the shift, and provided they have worked at least four (4) hours, they shall receive the normal wash-up allowance of one dollar fifty cents (\$1.50). Should they work less than four (4) hours, they shall be paid at the rate of \$.094 for each half-hour (1/2) worked, computed to the nearest half-hour (1/2).

If an Employee in the above-stated categories leaves work before the end of his shift or comes in late to work, and another Employee outside of the above-stated categories is assigned to work a partial shift, both Employees shall be paid wash-up time based on the following computation:

\$.094 for each one-half (1/2) hour worked in one of the above-stated categories, computed to the nearest half-hour (1/2).

If an Employee outside the above-stated categories (not replacing someone in the above-stated categories) is assigned to work within one of the above-stated categories, he shall receive wash-up pay based on the following computations:

- a. up to four (4) hours, \$.094 for each one-half (1/2) hour worked
- b. four (4) hours or more, the full one dollar fifty cents (\$1.50) wash-up pay allowance

Material Handlers who perform the following duties shall be eligible for the partial shift wash-up pay for time spent performing this work:

- a. unloading carbon black.
- b. prepare drums and unload latex – 2nd floor warehouse.
- c. unload and store raw materials – 2nd floor warehouse.
- d. haul materials from or rearrange – 2nd floor warehouse.

The classified Sweeper in Department 127 assigned to operate the power sweeper in the following areas shall be eligible for partial shift wash-up pay for the time spent working in these areas:

1. Second Floor – #27 Banbury.
2. New Mill Room – east of the wall on the main floor.
3. Second Floor – #11 Banbury mezzanine.
4. Third Floor – Building #30.

Yard Gang Employees assigned to clean-up around the power trash compactor shall be eligible for partial shift wash-up pay for time spent performing this work.

Scrap/Salvage Employees working in the #27 Banbury building baling cord shall be eligible for partial shift wash-up pay for time spent performing this work.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED to this 12th day of November, 1997.

Accepted for
LOCAL #207L, USWA

By M. J. Saum
R. E. Meyer
J. D. Cooper
T. D. Adams
J. F. Elsea
D. A. Dukes
S. R. Saum
D. L. Alge

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
James H. Geers

AGREEMENT #14

The Company has the right to evaluate, semi-annually, any All Work Measurement Rate, but only the All Work Measurement portion of the rate. If the All Work Measurement portion of any rate either increases or decreases, the Company will adjust such All Work Measurement portion accordingly.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 5th day of November, 1982.

Accepted for
LOCAL #207, URCLPWA

By B. M. Vantrease
F. H. Cook
K. P. Welch
H. F. Firestone
W. J. Dreyer
Ralph E. Fields
A. E. Houdeshell

Accepted for
COOPER TIRE & RUBBER COMPANY

By Chuck Taylor
James W. Dannemiller
Mike Delaney
Bruce Smith

AGREEMENT #15

IT IS AGREED that whenever the Company determines that a job on eight (8) hours should be changed to a seven and one-half (7 1/2) hour job or vice versa, it shall be discussed with the Union prior to such change being instituted and the reasons therefore shall be given. Any disagreement may be processed through the Grievance Procedure.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 12th day of November, 1997.

Accepted for
LOCAL #207L, USWA

By M. J. Saum
R. E. Meyer
J. D. Cooper
T. D. Adams
J. F. Elsea
D. A. Dukes
S. R. Saum
D. L. Alge

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
James H. Geers

AGREEMENT #16

IT IS AGREED that when a tire builder (assembler) is moved from his machine on his regular shift he will be paid an additional 5% on his piecework earnings of the machine moved to, with the following exceptions:

1. This bonus will not be paid when other allowances are in effect.
2. This bonus will not be paid if your assigned machine is not operational at the start of the shift.
3. This bonus will not be paid to Utility Incentives.
4. This bonus will not be paid if the machine move is voluntary.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the agreement where there might otherwise be conflict.

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

AGREED TO THIS 17th day of October, 1994.

Accepted for
LOCAL NO. 207, URCLPWA

By K. P. Welch
M. J. Saum
B. B. Clymer
L. A. Wittenmyer
R. E. Meyer
J. F. Elsea
J. D. Cooper

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. H. Geers
J. S. Kovac
J. M. Delaney
R. E. Wireman
J. L. Pope

AGREEMENT #17

When there are unresolved problems and/or grievances which are considered important to either or both parties, the following procedure may be utilized:

1. A meeting shall be called between the Local Union and the Local Plant Management to discuss the problems and/or grievances.
2. The Corporate Director of Industrial Relations of the Company and the International Union Representative involved shall be requested to attend such meeting.
3. All possible means shall be explored in an effort to satisfactorily settle the problem or grievance.
4. Meetings shall be held once each three (3) months commencing with a meeting in the month of January, 1974, providing there is sufficient material to justify such a meeting.

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.

AGREED TO THIS 1st day of November, 1973.

Accepted for
LOCAL NO. 207, URCLPWA

By D. E. Gilbert
D. E. Sharninghouse
H. F. Firestone
F. H. Cook
B. M. Vantrease

Accepted for
COOPER TIRE & RUBBER COMPANY

By C. F. Stumpp
R. M. Davies
Bruce Smith

MEMORANDUM OF AGREEMENT #18

THIS AGREEMENT is entered into for the purpose of renewing the below Agreement originally entered into on November 1, 1965:

"IT IS AGREED that Shipping Department Employees required to work will not be required to take semi-annual and/or year-end inventories. The work necessary for taking of inventory will be done by Employees who volunteer for such work.

For the purpose of the Agreement, "work necessary for the taking of inventory" shall mean 1) writing tickets, 2) counting tires and 3) climbing and manually placing tires onto or taking tires off of skids.

If an emergency exists, the Shipping Department Employees may be scheduled for inventory work."

AGREED TO THIS 4th day of November, 1970.

Accepted for

LOCAL NO. 207, URCLPWA

By D. E. Gilbert
Paul Fiegel
H. F. Firestone
D. E. Lee
D. E. Sharninghouse

Accepted for

COOPER TIRE & RUBBER COMPANY

By Jack McMenamin
J. W. Dannemiller
C. F. Stumpp

MEMORANDUM OF AGREEMENT #19

THIS AGREEMENT is entered into for the purpose of renewing the below Agreement originally entered into on November 1, 1965:

"IT IS AGREED that the Company will not use lie detectors without the consent of the person involved and either the Local Union or the International Union.

FURTHER, it is agreed that the Company will not use closed-circuit TV for the purpose of observing Employees at their work stations. This does not prohibit such TV use of machinery process control or for plant security purpose in warehouses, along fences, at gates, and in similar areas."

AGREED TO this 4th day of November, 1970.

Accepted for
LOCAL NO. 207, URCLPWA
By D. E. Gilbert
Paul Fiegel
Homer F. Firestone
D. E. Lee
D. E. Sharninghouse

Accepted for
COOPER TIRE & RUBBER COMPANY
By Jack McMenamin
J. W. Dannemiller
C. F. Stumpp

AGREEMENT #20

Whenever Employees below perform listed duties, they shall be paid Job Expectancy or Utility Rate of Pay, whichever is greater:

1. Tuber crews scrapping out tread when the tuber is not operating.
2. Hi-Table Bias Crews when they are using their letoff or Windup equipment to identify or measure part rolls.

This payment is intended when the above operations are down while waiting or because of machine breakdown only.

This Agreement is entered into with the full knowledge of the provisions of the current Company-Union Agreement and therefore shall take precedence over areas of the Agreement where there might otherwise be conflict.

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

AGREED TO THIS 10th day of January, 1980.

Accepted for
LOCAL #207, URCLPWA
By B. M. Vantrease
F. H. Cook
K. P. Welch
A. E. Houdeshell
H. F. Firestone

Accepted for
COOPER TIRE & RUBBER COMPANY
By J. H. Geers

MEMORANDUM OF AGREEMENT #21

During the recent completed contract negotiations the parties agreed to continue operating the power house on the 7-1 schedule. All past practices, including the deviation of overtime premium payment, will continue until such time as a new operating schedule is established.

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

We, the undersigned, have read the above this 24th day of November, 1991, and are in full agreement with the wording and intent.

Accepted for
LOCAL NO. 207, URCLPWA

By F. H. Cook
J. K. Fenton
J. F. Elsea
B. B. Clymer
J. D. Cooper
R. E. Meyer
D. A. Dukes

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
James S. Kovac
Randy E. Wireman
Jessie L. Pope
Larry C. Sheridan
James H. Geers

MEMORANDUM OF AGREEMENT #22

Employees who received Accident & Sickness (A & S) or Workers Compensation (W/C) benefits during the calendar year are eligible for minimum vacation pay at a rate of seven hundred (\$700.00) dollars per week so long as they have worked three (3) months or more during such calendar year. Specific eligibility may be found in Article VI, paragraphs A. through F.

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

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

AGREED TO THIS 6th day of November, 2000.

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
John Cooper, Jr.
Dennis Dukes
Billy Nelson
Richard Maag
Daryl Wilson
Robert Brumbaugh
Ronald Rettig

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Randy E. Wireman
Jessie L. Pope
James H. Geers

MEMORANDUM OF AGREEMENT #23

This MEMORANDUM OF AGREEMENT is entered into this November 6, 2000, by and between THE COOPER TIRE & RUBBER COMPANY for its plant located in Findlay, Ohio, hereinafter, referred to as the "Company," and the UNITED STEELWORKERS OF AMERICA, and the LOCAL 207L, 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 at this time do not require the operation of the plant on a seven-day continuous operation basis in part or in whole, but may be necessary for future productivity as the product market may dictate. 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 upon at least sixty

(60) days notification to the Union, subject to this Agreement and the Collective Bargaining Agreement. The Company may discontinue such seven-day operation at any time in specific job classifications, departments, or divisions of the plant as deemed necessary upon at least sixty (60) days notification to the Union.

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 II

Reference Paragraph A, Note 7

It is agreed that "working days" as referred to in Article II, Paragraph A, Step 1, Step 2, and Step 3 of the Company-Union Agreement, shall henceforth be interpreted to mean only those days Saturday to Saturday inclusive, regardless of whether work is performed or not.

Hours of Work and Rates of Pay Article III

Reference Article III 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 schedules, in a seven-day week. The beginning of the workweek will be _____ A.M. Saturday for crews A&B and _____ P.M. Saturday for crews C&D. This paragraph is not and shall not be construed as a guarantee of hours of work per day or per week.

Reference Article III paragraph B.

All hours worked in excess of twelve(12) hours in any twenty-four (24) 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 (24) 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 (24) hour period other than for the reasons listed in this paragraph.

All hours worked in excess of forty (40) 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 and paid for by the Union 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 volunteers
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 Negotiating Committee will work out a satisfactory solution.

Reference Article III paragraph C.

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

Reference Article III 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.

Holidays Article IV

Reference Article IV paragraph A.

The holidays recognized by this Agreement shall be as follows: New Year's Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, 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.

Reference Article IV paragraph B.

All work performed by employees, with seniority, between _____ A.M. of the holiday and _____ A.M. of the day after the holiday shall be paid for at the rate of double time. The payment provided for in this paragraph is in addition to idle holiday pay. Employees who are not eligible for holiday pay who are required to work on a holiday shall receive double time for hours worked on the holiday.

Reference Article IV 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" (non-scheduled) 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 straight time 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 straight time 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.

Reference Article IV paragraph F.

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

Reference Article IV paragraph K.

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

Wages Article V

Reference Article V paragraph H.

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 report-to-work pay subject to the six hour limitation.

Employees who volunteer to work on their scheduled "off" day for less than a full eleven and one half or twelve hour shift, whichever is applicable, will not be eligible for report-to-work pay for any remaining hours over those hours that they had volunteered to work.

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 V paragraph J.

A paid relief allowance or period of 30 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 an 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 this regularly scheduled shift, he shall be paid for such relief periods as follows:

Up to 6.0 hours - 15 minutes pay at expectancy if on an incentive or hourly rate if on hourly rate of the job classification.

6.1 to 12.0 hours - 30 minutes pay at expectancy if on an incentive or hourly rate if on hourly rate of the job classification.

Reference Article V paragraph K.

The Company will grant three ten-minute paid rest periods for all employees not on continuous operations. It is understood that all piecework rates do provide for the three ten-minute rest periods as part of the rate. All future piece work rates will provide for three ten-minute rest periods as part of the rate.

Reference Article V paragraph M.

In subparagraph 4, "1." and "2." do not apply to seven-day continuous operations.

Vacations Article VI

Reference Article VI paragraph G.

The minimum vacation pay for employees who have worked six months or more during the calendar year and are eligible for payment shall be \$17.50 per vacation hour for a twelve-hour employee and \$18.67 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 of 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 VI paragraph 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 second, third, fourth, fifth and sixth week of vacation for those employees eligible for such vacations. The rest of Article VI paragraph H does not apply to seven-day continuous operations.

Reference Article VI paragraph J.

Each year the vacation period will be December 26, through December 31. This vacation period applies to all eligible employees not scheduled for emergency, shipping, receiving, maintenance or yard gang work.

Reference Article VI

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 ____ A.M. to Saturday ____ P.M. for crews A & B and Saturday ____ A.M. to Saturday ____ P.M. for crews C & D.

Reference Article VI, paragraph T.

Vacation one-day-at-a-time:

- A. One-day vacations must be scheduled in full twelve or eleven and one-half hour days, which ever 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 two (2%) percent of the previous calendar year's earnings for each week of vacation to which the employee is entitled.
- D. The decision is 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.
- E. Employees will have the option of working or being excused a full day when any 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.

Seniority Article VII section 1.

Reference Article VII paragraph F.

Crew preference shall be according to seniority in the same job classification. Crew preference may be exercised only by bumping an employee from an opposing time shift. 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 the exercising of crew preference causes an employee to lose the opportunity to work his full scheduled work week, then he will receive SUB pay for one scheduled day of the affected week. New hires cannot bump or be bumped until they have qualified in their classification.

Article VII paragraph M. 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. 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.

General Rules Article VIII

Reference Article VIII paragraph M.

on line four of first paragraph change four (4) weeks to sixteen days.

on line five of paragraph two change four (4) weeks to sixteen days.

Reference Article VIII paragraph S.

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

Interpretations

Agreement #2 Interpretation - Does not apply to seven-day continuous operations.

Agreement #4 Interpretation - Does not apply to seven-day continuous operations.

Agreement #5 Interpretation - Does not apply to seven-day continuous operations.

Agreement #7 Interpretation - Does not apply to seven-day continuous operations.

Agreement #8 Interpretation - Does not apply to seven-day continuous operations.

Agreement #17 Interpretation - Change (8) eight to (12) twelve and (7 1/2) seven and one-half to (11 1/2) eleven and one-half

Letters

Letter #9 - Does not apply to seven-day continuous operations.

Provisions Article VI

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 (5) days a week, the Company and the Union Negotiating Committee will meet to discuss the issues and determine if converting the plant back to a normal five/six day schedule is advisable, and if so, how such transition will be accomplished.

Letters of Understanding

1. Transition Committee

During implementation of the seven-day continuous operations on a 2-2-3- schedule, an implementation/trial period committee will be formed. This committee will be comprised of the Union and Company Negotiating Committees. This committee will meet on a weekly basis to review, discuss, and resolve all issues that have arisen. After implementation of the 2-2-3 schedule is complete and in full operation for a period of at least six (6) months, if requested,

the Implementation/Trial Committee will meet to discuss possible alternative schedules. If at this time another continuous schedule is selected by this Committee, the Company will adopt such schedule.

2. 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 trades' employees.

3. Maximum Hours and Scheduling "Off" Days

No employees will be allowed to work more than 16 hours in any 24 hour period. Employees will not be scheduled in on their "off" days except for emergencies that are deemed to be "absolutely necessary". It is not the Company's intent to schedule employees on "off" days; therefore, every alternative method will be looked at, including seeking volunteers prior to scheduling an employee to work. To that end, if it appears that scheduling employees on their "off" days is being abused, it shall be discussed and resolved between the Industrial Relations Manager and the Union Negotiating Committee.

1. Volunteers who work their "off" days in the event of such emergency shall be compensated at the rate of time and one half provided they work their normal scheduled work week.
2. If after seeking volunteers and other alternative methods have failed, the most senior employee in the classification will be scheduled according to the rotation in existence at the time. Employees may not be scheduled more than once in a two (2)-week pay period.

4. 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 on all four crews according to their seniority. Seniority will determine an employee's preference to a crew, machine, skilled trade's area and work station. As equipment is ramped up, assignments will be offered first to the previous owner of the assignment (if available) and by seniority thereafter.

It is understood that unforeseen problems may arise while distributing employees, machines, etc., during this transition period, therefore, it is imperative that all problems be addressed and solved, in a timely manner between the "transition committees."

2. During the transition period, job bidding will be handled as follows:
 - A. A summary will be posted in the plant, which will include all jobs that the Company expects to post during the transition period.

B. Current employees will be allowed to bid once during the transition period, either at the beginning of the period or as they see fit, regardless of the time from last bid prior to transition. After the transition, all employees with more than one (1) year of service will have their full bidding privileges restored.

C. 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 and continuing until the plant is returned to the approximate current daily level of production or one (1) calendar year, whichever is less. The same transition period would apply upon return to a normal 5-day/8-hour operation.

Supplemental Unemployment Benefits

The parties to this agreement recognize that changes might be necessary in the "Supplemental Unemployment Benefits" contract agreement to conform to a seven-day continuous operation. If any contradictions or problems arise during this agreement, both parties agree to address and resolve them in a timely manner.

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

Accepted for

LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
John Cooper, Jr.
Dennis Dukes
Billy Nelson
Richard Maag
Daryl Wilson
Robert Brumbaugh
Ronald Rettig

Accepted for

COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Randy E. Wireman
Jessie L. Pope
James H. Geers

Accepted for

INTERNATIONAL UNION, USWA

BY Jim Lee

Letter #1

Dear Mr. Cline:

After the completion of the 2003 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 two parties.

Sincerely,

COOPER TIRE & RUBBER COMPANY
J. M. Delaney
Industrial Relations Manager

Letter #2

Dear Mr. Cline:

During the 2003 Contract Negotiations, Article IV, Paragraph D, which relates to holiday pay eligibility, was discussed at length.

Specifically, as we have discussed, supervision has the authority to excuse Employees as outlined in Sub-Paragraphs 2 and 4 of Paragraph D, Article IV of the Company-Union Agreement.

Sincerely,

COOPER TIRE & RUBBER COMPANY
J. M. Delaney
Industrial Relations Manager

Letter #3

Dear Mr. Cline:

During the recent 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.

Sincerely,

COOPER TIRE & RUBBER COMPANY
Jack L. Hamilton
Findlay Plant Manager

Letter #4

Dear Mr. Cline:

The Company will continue in its efforts through the Employee Assistance Program (E.A.P.) to help Employees whose job performance is being affected by personal problems such as: alcohol, drugs, mental, marital, emotional and behavioral problems.

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

Very truly yours,

COOPER TIRE & RUBBER COMPANY

J. M. Delaney
Industrial Relations Manager

Letter #5

Dear Mr. Cline:

The Company will post in all departments a list of Utility-Incentive Employees (with a copy to the Union) and the jobs in the department for which they are qualified. Whenever a Utility-Incentive Employee becomes qualified for an additional job it will be added to this posted list and the Union will be notified in writing. At this time the Union has the right to question whether or not this Utility-Incentive Employee is qualified if they so desire. If the Union questions this Employee's being qualified, the Company and Union will meet to discuss the qualification and work out a program to qualify the Employee if the parties decide he is not qualified. This shall not prevent the Union from processing problems that may arise regarding Utility-Incentive Employee's qualification at a later time because of changes in job duties or not having performed the job for a long period of time.

Very truly yours,

COOPER TIRE & RUBBER COMPANY

J. M. Delaney
Industrial Relations Manager

Letter #6

Dear Mr. Cline:

The Company will make available upon request by the President of Local 207L or his designated representative any Master Sheets, Rate Sheets, or Standard Practices which are in effect at the time of the request.

This information is only for the use of the parties involved in the administration of our current Labor Agreement.

Sincerely,

COOPER TIRE & RUBBER COMPANY

J. L. Pope
Industrial Engineering Manager

Letter #7

Dear Mr. Cline:

During the recent completed contract negotiations, the subject of employees working through their lunch breaks was discussed at length.

It has been and will continue to be the Company's position that employees not be allowed to work through lunch break. We intend to actively discourage this activity now and in the future.

Sincerely,

COOPER TIRE & RUBBER COMPANY

Jack L. Hamilton
Findlay Plant Manager

Letter #8

Dear Mr. Cline:

During the recent completed contract negotiations the possibility of a "floating holiday(s)" was agreed to under our December shutdown language.

Should such a situation exist as to create a "floating holiday(s)", that said holiday(s) will be exercised under the provisions of the one-day-at-a-time vacation language. Further, such day will be the first floating day used during the following year. It will be paid the same monetary value as the December 31st holiday and may be taken as pay-in-lieu-of-time-off.

Sincerely,

COOPER TIRE & RUBBER COMPANY

J. Michael Delaney
Industrial Relations Manager

Letter #9

Dear Mr. Cline:

During the recently completed contract negotiations, the subject of health and safety was discussed at length. We recognize that maintaining a health and safe working environment is in everyone's best interest. The Company will continue to work together with the Union, striving for continual improvement in employee health, safety and environment.

To that end, the Company agrees to address safety complaints, concerns and issues in a timely manner. The Company will train, retrain and upgrade employee skills as needed due to process or equipment changes.

Sincerely,

COOPER TIRE & RUBBER COMPANY

Michael Padula, Jr.
Asst. Human Resource Mgr.

Letter #10

Dear Mr. Cline:

During the 2003 Findlay plant contract negotiations, the topic of ventilation was discussed at length.

It is the intent of the Company to continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. To this end, we will continue our efforts in improving the ventilation of the Findlay plant.

Sincerely,

COOPER TIRE & RUBBER COMPANY

Jack L. Hamilton
Findlay Plant Manager

Letter #11

Dear Mr. Cline:

During the recent completed negotiations, the subject of subcontracting work was discussed at length.

It has, and will continue to be, the Company's intention to use bargaining unit employees to perform work needed to be done at this facility.

However, when either time, equipment or undue expense is involved, making it impracticable to use our own employees, the need to subcontract such work will be discussed with a member of the Skilled Trades Committee and the Negotiating Committee.

We will continue to meet regularly with the Skilled Trades and Negotiating Committees concerning subcontracting issues prior to allowing the work to be done by non-employees.

Sincerely,

COOPER TIRE & RUBBER COMPANY

Rodney A. Kreinbrink
Plant Engineer

Jack L. Hamilton
Findlay Plant Manager

THIS COMPANY-UNION AGREEMENT IS ENTERED INTO THIS
16TH DAY OF FEBRUARY, 2004.

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

Accepted for
LOCAL NO. 207L, USWA

By Nevin F. Cline, Jr.
Rodney Nelson
Dennis Dukes
Billy Nelson
Richard Maag
Ronald Coldren
Robert Brumbaugh
Ronald Rettig

Accepted for
COOPER TIRE & RUBBER COMPANY

By J. Michael Delaney
Jack L. Hamilton
Michael A. Padula
Jessie L. Pope
R. Tony Miller

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