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G. L. WILSON
INDUSTRIAL RELATIONS

JOINT OCCUPATIONAL HEALTH PROGRAM

THIS MEMORANDUM OF AGREEMENT entered into this 19th day of June, 1970, by and between the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of Local Unions No. 7, 100, 138, 186, 238, 261, 310, 336, 713, 726, 787, 884 and 887, hereinafter referred to as the "Union," and The Firestone Tire & Rubber Company, hereinafter referred to as the "Company."

WHEREAS: It is recognized that the Union and the Company have concern for the protection and preservation of the health and welfare of all those employed under this Agreement just as it is recognized that all employees have a responsibility to follow safe work procedures; and

WHEREAS: A useful purpose can be served by an independent industrial health survey of the working environment by a recognized school of public health to determine whether any relationship exists between this environment and occupational illness or disease; and

WHEREAS: It is recognized that a firm and continuous commitment to a sound industrial health program is in the best interests of the worker, the Company and society; and

WHEREAS: It is the desire of the parties to promote cooperation and understanding in their approach to the study and prevention of occupational illnesses;

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. To establish at Johns Hopkins University School of Public Health, Baltimore, Maryland, or an equivalent school of public health, an Occupational Research Study Group to undertake an epidemiological study of the employees covered by this Agreement.

2. To appoint as soon as practicable following the conclusion of the negotiations of the 1970 Master Agreement, an Occupational Health Committee which shall be composed of three representatives from the Company and three representatives from the Union. The salaries and expenses incurred by Company and Union representatives to this Committee shall be paid by the respective party whom they represent.

3. Such school of public health designated under Paragraph 1 of this Agreement shall appoint from its staff an individual who is technically qualified and experienced in the field of epidemiological studies to serve as the Director of the Occupational Research Study Group.

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This Director shall also serve as chief consultant to the Occupational Health Committee established pursuant to this Agreement and as such, shall act solely in an advisory capacity to this Committee.

4. The functions of the Occupational Health Committee shall be as follows:

(a) To make recommendations for the implementation of the findings of the Occupational Research Study Group.

(b) To review occupational health questions referred to it by local plant Health and Safety Committees established under Article XII of the Master Agreement after all local procedures for handling such questions have been exhausted.

(c) To recommend methods for obtaining necessary statistical data and information required by the Occupational Research Study Group relative to the accident and sickness and life insurance coverage and experience thereunder. This Committee will also develop uniform record keeping procedures.

(d) To record and maintain for future reference all findings of the Occupational Research Study Group and to disseminate the reports and findings of this Group to the parties; and

(e) To recommend procedures for the early identification and detection of potentially toxic and hazardous agents and their use thereof in the plants.

5. The functions of the Occupational Research Study Group shall be as follows:

(a) To make a preliminary study as to the appropriate procedures for conducting an epidemiological study into potential environmental health problems which might affect employees under this Agreement and to formulate long range programs based upon the results of this study.

(b) To assist the Company in the development of safe standards for occupational environments.

(c) To recommend uniform methods of record keeping to assist in the prevention and detection of environmental diseases.

(d) To act as consultant to the Occupational Health Committee on matters referred to that Committee for consideration.

(e) To assist in the development of appropriate environmental controls of (1) new chemicals and processes introduced into the Company's operations covered hereby, (2) chemicals and dusts of already recognized toxicity, and (3) other working conditions as appropriate.

6. The Occupational Research Study Group shall make annual reports to the Occupational Health Committee summarizing the work completed during the previous calendar year and the works in progress at the completion of the calendar year.

7. Where existing data and other information available to the Occupational Research Study Group is inadequate for the purposes of carrying out its epidemiological survey pursuant to Paragraph 5 (a) of this Agreement, the Occupational Research Study Group shall have the right to make independent studies at Company locations covered by this Agreement. Such studies shall be conducted wherever possible in a manner which will not interfere with the normal production of the plant.

8. The Company shall, to the extent its legal and contractual obligations permit, make available to the Occupational Research Study Group such data and other information the Occupational Research Study Group needs in connection with its surveys conducted pursuant to this Agreement.

9. Information submitted by the Company to the Occupational Research Study Group pursuant to this Agreement shall be treated as privileged and confidential and shall not be released to any party, including the Occupational Health Committee without the prior written approval of the Company. The Company shall have no obligation to submit information or data to the Occupational Health Committee which the Company, in its sole judgment, deems to be confidential.

10. The Company shall periodically report to the Occupational Health Committee what actions, if any, it has undertaken to implement the recommendations of the Occupational Research Study Group or the Occupational Health Committee.

11. The Company retains the sole discretion to determine what action, if any, it should take regarding the recommendations and/or findings of the Occupational Research Study Group and the Occupational Health Committee. The Company's failure to act on the recommendations and/or findings shall not constitute a breach of this or any other Agreement between the parties.

12. Recommendations by the Occupational Research Study Group under this Agreement shall be made on a confidential basis to the parties and shall not be released to anyone not a party to this Agreement without the prior written approval of the Company.

13. Whenever a potential or actual health hazard is recognized by the Occupational Health Committee which requires immediate investigation the Committee shall immediately request the Director of the Occupational Research Study Group to designate a qualified expert in order to determine what pertinent data or other information already exists and to recommend what, if any, additional investigation may be needed.

14. Except as provided in Paragraph 2, all necessary expenses incurred in the implementation of this Program, not to exceed the equivalent of one-half cents (1/2¢) per hour for each hour worked by employees covered hereby, shall be borne by the Company, including the expenses of the Occupational Research Study Group and the salary of its Director.

15. On or before the fifteenth (15th) day of October, 1970, and at three (3) month intervals thereafter the Company shall furnish the International Union a written statement indicating the number of hours for which covered employees worked for the Company during the preceding three (3) month period and with respect to such hours the Company has a commitment under Paragraph 14 of this Agreement and the total expenditures to date.

16. This Agreement will become effective on the 19th day of June, 1970.

Robert E Garber
For the Union

J Cairns
For the Company