

4/17/19

To: Whom It May Concern

I, Willie J. Jones, Jr., a Resident of Caddo Parish in Shreveport, Louisiana am a former employee of Exide Battery Plant in Shreveport, Louisiana. My Birthday is June 14, 1950.

There was a "Special Early Retirement" offered to (28) other employees and myself. It was negotiated and approved by the Union and the Company at the Plant Closing. I have enclosed information on what was agreed on at the Plant Closing. This is not on the Pension People. They are only paying what was submitted by the Company. The Company and the Union agreed upon a Special Early Retirement with no reduction in our money for (29) employees if we retired the next day. This was explained more than (5) times in the meeting to us on how it works.

The Plant closed in <sup>(4-25)</sup> 2006. My Co-workers filed for "Special Early Retirement" and their money was reduced. Exide did not honor the Closing Agreement that the Union and Company agreed upon and to what was told to us in the meeting.

I wrote letters to Exide on why they gave us a "Special Early Retirement Deal" and then took it away. I hired an Attorney. I paid him \$600.00. That was the last money that I had because I had no job. He told me that the \$600.00 would carry me through the filing and that he would get a percentage of the Recovered Money. He contacted Exide and never filed my Papers. He told me that he had to have \$1000.00 to continue. At that time, I didn't have the money.

We worked (2) hours shift the week before the Plant closed. We had no knowledge or was told about the Plant Closing. We were told to take off the next Monday. We would have a long weekend. While off that Monday, everyone was called and told of the Plant Closing. They told us we had no bumping or seniority rights to go to other Plants. We were told at our last Union Meeting that the one good thing coming out of the Plant Closing that (2) People could file for the "Special Early Retirement" the next day if you had (10) years or more of Service and was age (55) as of (4-25-2006). Everyone that did what we were told in the Meeting got their Retirement reduced. I waited until 2010 before I finally sent my Papers in after years of writing letters, contacting people until I ran out of options.

I was hoping that Judge Carey would see what was done to us and make it right

Most of my Co-Workers are deceased and the ones that are still living have very serious health problems. We are dealing with Cancer, Heart Conditions and all kinds of illness due to working 12 hours six days a week over the years.

I am enclosing my information. I hope and pray that someone would see what Exide, gave us and sign off on with Union Officials and then come and took the "Special Early Retirement" check and reduced our money after agreeing to it.

It's about doing what's right.

Respectfully yours,

WILLIE J. GONZ, JR.

11-1-18

- ① This is Darrel Scratch pad from plant closing meeting.
- ② The Plant closing agreement
- ③ my letter sent to Exide and others about "Special Early Retirement".
- ④ My letter to Exide about the Re Structure.
- ⑤ This is a page out of our last Contract book.
- ⑥ This page is out of the same book.

The Special Early Retirement offered only affected twenty nine people out of two hundred laid off. I didn't retire until year 2010.

(Home Phone) 318-938-7276  
(#Cell) 318-550-6559

April 25, 2006 1  
UAW Local 1532

The union reserves the right to submit new or additional proposals for modification or amendment during the course of the negotiations.

### UNION PROPOSALS

- NO 1. Maintain Article IX Section 3 Cost of Living Adjustment ~~Yes~~ ~~PA~~
  - a. Union Proposes to Pro-rate COLA Payment to date of closure.
- Yes 2. Article IX, Section 21, 22 Vacation Benefits and Personal Excused Absence Pay.
  - a. Pay all accrued vacation to date of closure at the applicable Working Rate per CBA Article IX - Wages, Section 1.
- Yes 3. Gain Sharing
  - a. Review and pay out as applicable MAY 15<sup>th</sup>
- CFR AC 4. Provide for a substantial severance pay that recognizes years of service to the company for all Bargaining Unit employees affected. Provide Severance Pay in a lump-sum payment not later then one week after closure.
- NO 5. Extend Medical and Dental coverage and additional 3 months after the end of the month in which the closure occurs.
- Yes CFR 6. Allow employees to retrieve all personal property from the Shreveport Facility including but not limited to eyeglasses, personal tools, radios, and electronic equipment. NO
- Yes 7. Maintain the Supplemental Pension Benefit for all employees on the Seniority list on the date of closure.
- Yes 8. We request a letter from the Company with the beginning and end date of the WARN notice.
- Yes 9. Allow employees to be paid their paid personal time concurrent with the WARN payments. ~~Balance to be paid on the 29<sup>th</sup>~~ ~~Balance of up to 40 hours can request multiple times up to 40~~
- Yes 10. Assurance that the Current Collective Bargaining Agreement runs through the closure of the facility.
- Yes CFR 11. Pay shoe allowance which was due in April \$100.00 per employee by separate check as the past practice.
- 5000 and below review 12. Allow employees with 5 years to ten (10) years pension credits that their retirement be paid out in a lump sum. Mexican Dome
- 13. Enact the Special Early Retirement - Retirement after attaining age 55 and completing ten (10) years of vesting service. [affected separate] [Affected]
- 14. Settle all outstanding grievances and outstanding cases set for arbitration.

Respectfully submitted by the UAW Local 1532 Collective Bargaining Committee.

Will not terminate Pension plan  
 No more contributions to 401k plan After - State 2/2/14  
 Insurance letters - settle, into one coverage

Exide Technologies Retirement Plan

EIN 23-0552730 / PN 075

Schedule B, Line 6

**Eligibility for Benefits**

Normal retirement	Retirement on NRD
Early retirement	Retirement before NRD and on or after both attaining age 60 and completing ten years of vesting service; or after attaining age 55 and age plus vesting service is at least 85; or after completing 30 years of vesting service
* <u>Special early retirement</u>	Retirement after attaining age 55 and completing ten years of vesting service and at the option of the company
COBRA early retirement	Retirement after attaining age 62 and completing ten years of vesting service
Postponed retirement	Retirement after NRD
Disability retirement	Termination upon total and permanent disability after attaining age 45 and completing ten years of vesting service
Deferred vested	Termination for reasons other than death or retirement after completing five years of vesting service
Preretirement spouse benefit	Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse and married at least one year prior to date of death

Exide Technologies Retirement Plan      EIN 23-0552730 / PN 075      Schedule B, Line 6

### Monthly Benefits Paid Upon the Following Events

Normal retirement	Monthly pension benefit determined as of NRD plus \$7.20 per month
Early retirement	Monthly pension benefit determined as of early retirement date, reduced for payment before age 62 if less than 30 years of service; plus \$7.20 per month beginning at age 65
<u>Special early retirement</u>	Monthly pension benefit determined as of early retirement date, unreduced for early commencement; plus a temporary benefit of \$7.50 times credited service, payable to age 65; plus \$7.20 per month beginning at age 65
COBRA early retirement	Temporary monthly level pension benefit equal to the medical only COBRA rate paid until age 65 for any coverage elected
Postponed retirement	Monthly pension benefit determined as of actual retirement date; plus \$7.20 per month
Disability retirement	Monthly pension benefit determined as of retirement date, without reduction for payment before NRD; plus a temporary benefit of \$7.50 times credited service payable to age 65; plus \$7.20 per month beginning at age 65
Termination with deferred vested benefit	Monthly pension benefit determined as of termination date, reduced 5/9 of 1% for each month payment is before age 65. Benefits are not payable before age 60.
Death with preretirement spouse benefits	Monthly preretirement spouse benefit is payable. An additional \$7.20 per month is payable at spouse's age 65, except to spouse of deferred vested terminations
Forms of payment	The normal form of payment is a life annuity for single participants and 55% contingent annuity for married participants. Optional form is a life annuity (for married participants).
Maximum on benefits	All benefits for any plan year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code. The plan provides for increasing the dollar limits automatically as such changes become effective.

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**CLOSING AGREEMENT**

This Closing Agreement (hereafter "Agreement") is entered into by and between the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America, Local Union 1532 ("the Union") and Exide Technologies d/b/a in Louisiana as Exide Technologies, Inc. ("the Company"). The Union is entering into this Agreement as the representative of all current and former bargaining unit members (hereafter a "bargaining unit member" or "bargaining unit members" may be alternatively referred to in the singular or plural respectively as "employee" or "employees") at the Company's Shreveport facility located at 6901 Westport Avenue, Shreveport, Louisiana, 71129.

The purpose of this Agreement is to resolve all outstanding, unresolved issues between the Company and the Union, and to set forth the parties' understanding, arrived at through effects bargaining on April 26, 2006, as to what benefits the Company will provide to bargaining unit members arising out of the decision to permanently close the Company's Shreveport facility. The Union acknowledges that it has been given a full and fair opportunity to bargain over the effects of the closure and to make any proposals it wished to make.

1. WARN Act notice: The Company has given timely and proper notice to the Union as required under the Worker Adjustment and Retraining Notification Act ("WARN"). The Company will provide 60 days' pay and benefits to bargaining unit members who were on the payroll and actively working for the Company as of April 21, 2006, and/or April 22, 2006.
2. Severance pay: Beginning June 23, 2006, the Company will pay to all bargaining unit members on the Company's active payroll as of June 22, 2006, one week of pay per year of service, up to a maximum of 15 weeks' pay. Fifty per cent (50%) of the severance amount will be paid to each eligible employee as a lump sum payment, subject to all legally required withholding and payroll deductions on July 6, 2006. The remaining fifty per cent (50%) of the



severance amount will be paid to each eligible employee pursuant to the Company's normal payroll cycle through the expiration of each employee's remaining entitlement, if any, to severance pay.

3. Vacation Benefits and Personal Excused Absence Pay: All eligible employees shall be paid their accrued vacation benefits and personal excused absence pay at the applicable Working Rate per Article IX – Wages, Section 1 of the collective bargaining agreement, subject to normal withholding and payroll deductions. An eligible employee may request up to a maximum of forty (40) hours of paid personal time during the WARN period, i.e., to and through June 22, 2006. Any payments remaining to be made pursuant to this paragraph shall be paid on or before June 29, 2006.
4. Gain Share: Gain share earned through April 21, 2006 and/or April 22, 2006 shall be reviewed and paid to eligible employees as applicable. Payment made pursuant to this paragraph shall be made by the Company no later than May 15, 2006 and shall be subject to normal withholding and payroll deductions.
5. Retrieval of Personal Property: Bargaining unit members may retrieve all properly cleaned personal items and tools. Radios and electronic equipment are specifically excluded. Retrieval may be made by appointment.
6. COBRA: Health insurance will be provided to current bargaining unit members through June 30, 2006. No health insurance premium will be deducted from any bargaining unit member's final WARN payment. After the Company ceases to provide health insurance to current bargaining unit members, the Company will notify said bargaining unit members of their insurance continuation rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The COBRA "trigger" date for all current bargaining unit members, whether on the Company's active payroll or not, will be July 1, 2006.

7. Reference letters: The Company will provide to each employee in good standing, whose employment has been terminated as a result of the plant closure and who requests one through the Shreveport plant's Human Resources department on or before June 22, 2006, a reference letter providing the employee's dates of employment at the Company and former job title. The letter will state in substance that the employee's loss of employment resulted from the closure of the Shreveport facility and was not the fault of the employee.

8. Shoe allowance: Each employee on the Company's active payroll as of April 21, 2006 and/or April 22, 2006 will be paid a \$100.00 shoe allowance by separate check on or before May 4, 2006.

9. Pension amounts below \$5,000: Pension-eligible employees with a vested balance of \$5,000 and below will receive a lump sum payout per Plan documents.

10. Special Early Retirement: The Company will administer special early retirement (age 55 and 10 years of service) consistent with Plan documents for all employees who are eligible as of June 22, 2006.

11. Supplemental Pension Benefits: Supplemental Pension Benefits will be administered in accordance with Plan documents for all bargaining unit members who are eligible as of June 22, 2006.

12. Pending grievances: The parties agree that all non-economic grievances are settled. All economic grievances will be deferred and will be discussed, in good faith, by the parties, outside of this Agreement. Should those discussions fail to result in consensual resolution of the economic grievances, the terms of the collective bargaining agreement's Arbitration provision will be operative.

13. Collective Bargaining Agreement Runs Through Closure Date: The existent collective bargaining agreement remains effective only up to and through June 22, 2006, except that any

unresolved economic grievances shall remain subject to the Arbitration provision of the collective bargaining agreement and any resulting award shall be binding upon the Company.

14. MRP Overtime Payment: Employees who allegedly have lost the opportunity for scheduled overtime due to having been medically removed from their normal work station between March 6, 2005 and April 22, 2006 will be paid for such allegedly missed opportunity for scheduled overtime, subject to normal withholding and payroll deductions. On or before June 1, 2006, the Union may review and audit the Company's summary datasheet which identifies the employees allegedly affected within the specified time period and identify additional employees allegedly eligible for such payment, if any. Any employee who receives such payment shall execute an individual release of claims in consideration of such payment.

The payment by the Company of any amounts pursuant to this paragraph 14 is not to be construed as and does not constitute an admission of liability and liability is expressly denied.

15. No Further Obligations Under the Labor Contract: The Union agrees that by providing the benefits set forth above, the Company has complied with its obligations and commitments under the labor contract, except for unsettled economic grievances or any matters, issues, disputes or controversies that may arise from the employment of bargaining unit members during the plant's wind-down phase from April 24, 2006 through June 22, 2006. Upon compliance with the terms set forth in this Agreement, and subject to the exceptions set forth in the preceding sentence, neither the Company nor the Union have any further obligation under the labor contract.

16. Non-Admission of Liability: The payments and providing of other benefits by the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company as set forth in this Agreement are not to be construed as and do not constitute any admission of liability and all liability is expressly denied by the Company.

Agreed to this \_\_\_\_ day of April, 2006.

(Signatures Intentionally Follow on Next Page)

\_\_\_\_\_  
\_\_\_\_\_

✓ For the Union:

~~Robert J. [unclear]~~  
~~Jerry [unclear]~~  
John J. Cooper  
Cynthia Lyndon-Skelton  
Joe Richardson  
Ronald E. Park

✓ For the Company:

~~[unclear]~~  
~~[unclear]~~  
H. [unclear]  
[unclear]  
30 [unclear]

## Exide Technologies Retirement Plan Pension Calculation Statement

Statement Date: 05/30/2006  
Soc. Sec. Num.: 437-82-4496

Mr. Willie J. Jones Jr  
9278 Stratmore  
Shreveport, LA 71129

Your pension benefit was calculated based on the information listed below. Please review this information carefully.

### Your Personal Information

Birth Date	06/11/1950
Hire Date	05/15/1989
Marital Status	Married
Last Day of Employment	06/22/2006
Early Retirement Factor	0.6350
Benefit Multiplier	\$31.00
Credited Service	17.3000

### Benefit Formula

Your monthly age 65 Single Life Annuity (SLA) retirement benefit of \$536.30 is calculated as follows:  

$$\$536.30 = \$31.00 \times 17.3000$$

Your Early Retirement benefit of \$340.55 is calculated by multiplying your normal retirement benefit by the early retirement factor shown above

$$\$340.55 = \$536.30 \times 0.6350$$

### For More Information

If you have any questions, call the Exide Technologies Human Resources Department at 1 (800) 523-4622. Representatives are available between 8:30 a.m. and 5 p.m., Eastern Time, Monday through Friday.

$$\begin{array}{r}
 \$129.75 \text{ Early retirement supplement} \\
 \underline{\$536.30} \\
 \$666.06 \\
 \text{No Reduction on special} \\
 \text{Early Retirement} \\
 \$666.06
 \end{array}$$

(This is what Donnie Gulg said I should get per month)

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your normal retirement benefit  
(with no reduction for early retirement)

plus

a temporary benefit equal to  
\$7.50 times your years of  
benefit service, up to a maximum  
of \$187.50

Example

Suppose we use the same age (60), the same hourly rate (\$6.80) and the same benefit service (25 years) as we did for regular early retirement. Since there is no reduction for special early retirement, we simply multiply both the benefit rate (\$14.25) and the temporary benefit rate (\$7.50) by 25 years, and add them together.

Special Early Retirement Benefit = (\$14.25 x 25) + (\$7.50 x 25)  
= \$356.25 + \$187.50 = \$543.75

The additional temporary benefit continues to age 65 or when you first become eligible for an unreduced Social Security benefit, whichever is earlier.

SUPPLEMENTAL ALLOWANCE

You are eligible for a monthly supplemental allowance in addition to your retirement benefit if you:

- make regular or special early retirement or disability retirement (unless you are discharged);

- file for your retirement benefits within two years after your last day of work with the Company; and

- agree to restrict your annual earnings to the current maximum limit set by the Federal Social Security Act (see page 16).

If you are eligible, you will receive a monthly supplemental allowance beginning on your retirement date and continuing to age 65. Your first supplemental allowance will be payable from your retirement date up to age 62 (but not including) age 62. Your second supplemental allowance will start at age 62 and continue to age 65.

These two supplements are determined as follows:

1. UP TO AGE 62:

(a) \$500

less

(b) \$16.66 times the number of years your benefit service is less than 30 (measured to the nearest twentieth of a year)

times

(c) appropriate reduction factor\* in Table A or B on page 15

less

(d) your regular or special early retirement or disability retirement benefit

2. FROM AGE 62 TO AGE 65:

(a) \$450

less

(b) \$15.00 times the number of years your benefit service is less than 30 (measured to the nearest twentieth of a year)

times

(c) appropriate reduction factor\* in Table A or B on page 15

less

(d) your regular or special early retirement or disability retirement benefit

\* Reduction factor does not apply if you are on disability retirement or if you have taken early retirement while on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) as a result of a plant closing or shutdown, and you were not offered suitable employment by the Company in the same labor market area.

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Your life income benefit rate may be determined from the following table:

Maximum Base Hourly Rate for Job Class	Benefit Class Code	Life Income Benefit Rate	For Retirement or Termination After
\$5.645 or less	A	\$ 8.75	7-1-76
\$5.65 thru \$5.90	B	\$ 9.00	7-1-76
\$5.905 and over	C	\$14.75	12-1-85
\$5.905 and over	C	\$14.75	12-1-86
\$5.905 and over	C	\$15.25	12-1-87

Example

Suppose you retire on May 1, 1987 at age 65 with a maximum base hourly rate of \$6.80 for your job classification and had completed 30 years of benefit service.

Based on the table above, your benefit class code would be "C" and your life income benefit rate would be \$14.75. Multiplying the \$14.75 for 30 years of benefit service would result in a monthly retirement income of \$442.50. Your Social Security benefit would be additional.  
Normal Retirement Income = \$14.75 x 30 = \$442.50

you retire as an inactive participant (an employee who was previously in the bargaining unit), your life income benefit rate would be based on the benefit class code and benefit formula in effect at the time you left the bargaining unit.

The plan benefits will be payable to participants with less than five years of vesting service at normal retirement.

**YOUR REGULAR EARLY RETIREMENT BENEFIT**

you retire before age 62 and meet the age and vesting service requirements outlined on page 5 for a regular early retirement benefit, you will receive a reduced benefit from the plan. Your benefit would first be calculated using the same formula as indicated above for normal retirement.

This benefit would then be multiplied by one of the following factors depending on your age at retirement:

Age at Retirement	Factor Applied to Normal Retirement Benefit
47	30.4%
48	32.8%
49	35.4%
50	38.3%
51	41.5%
52	45.0%
53	48.9%
54	53.2%
55	57.9%
56	63.5%
57	69.4%
58	75.2%
59	80.8%
60	86.7%
61	93.3%
62 or over	100.0%

Example

Suppose you retire on June 15, 1986 at age 60 with a maximum base hourly rate of \$6.80 for your job classification and had completed 25 years of benefit service.

Your benefit class code would be "C" and your life income benefit rate would be \$14.25 (see table on page 11). Multiplying \$14.25 by 25 years of benefit service would give us \$356.25. Using the table above for retirement at age 60, we get a factor of 86.7%. Multiplying this by \$356.25 results in \$308.87 as your regular early retirement benefit.

Regular Early Retirement Benefit = \$14.25 x 25 x 86.7% = \$308.87

The table lists the percentages used for exact ages only. These percentages would be prorated if you retired any time between birthdays.

If you have 30 or more years of vesting service at early retirement, your retirement benefits payable after age 65 will be reduced at the rate of only 4% a year for each year you retire prior to age 62. For example, if you retire at age 60, your benefit after age 65 will be multiplied by 92% (4% times two years is an 8% reduction) but your benefit before age 65 will be multiplied by 86.7%.

**YOUR SPECIAL EARLY RETIREMENT BENEFIT**

If you retire early and meet the requirements for a special early retirement benefit (as described on page 5), your benefit will be the sum of:



12

5/10/07

③

To: Whom It May Concern:

I, Willie J. Jones, Jr. am writing in regards to my Special Early Retirement, which was granted to me and others. It was agreed upon by six representatives of the Union Committee and four representatives from Exide. In the Plant Closing Agreement, it stated that if you were 55 years or older and had ten years or more of service that the Special Early Retirement would be granted as of 4/26/06.

When the Plant Closed, I was told that I had no lumping rights or similarity with Exide employees or move to another plant. I was told that I was eligible for the Special Early Retirement at my age of 55 with (17) years of service at this time. When I was employed by Exide, I missed very few days, worked a lot of extra hours over the years. For working for Exide for (17) years, I made a lot of money, made a lot of good butter's. Both Exide and I profited from it. I was a dedicated employee and took pride in my work.

I know companies make a lot of tough decisions in order to be competitive and profitable, this is the business world. I have no hard feelings on the decision to our plant. I will miss the money, but I have to move on. The way I move on is have you to reconsider looking at and granting me my Special Early Retirement and we all move on.

I recently discussed with an attorney and was told that they would have Exide send information on how our Retirement works. The information that you sent

Had nothing on Special Early Retirement. I know that it is a part of the Contract as well as part of the Plant Closing Agreement.

I am hoping that by writing this letter that Exide would give me what they promised me, my Special Early Retirement with no reduction in my money and I can move on without obtaining this attorney to get what was already promised by Exide.

Humbly yours,  
Willi D. Jones, Jr.

4.

to whom It may concern

I Willie S. Jones Sr was employed by Exide battery for more than seventeen years. When the plant closed there was a special Early Retirement offered to employees <sup>with</sup> ten years or more vested service and fifty-six (56) years or older to get the special retirement. I feel when Exide Restructure it should also Re calculate my Retirement and give me my unreduce Rate of 666.00 and change.

This was a special deal that was offered for our Plant closing and there was to be no other offer's else where in the same market and area and we had no seniority or bumping rights else where, this was signed and agreed by company and our union. My years was well spent at Exide I made a lot of money and if I had to do it all over I would do it in a heart beat.

Humbly Submitted  
Willie James Jones Sr