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K#: **1902**

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Location: **NY Buffalo**

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

Local: **135**

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2003 - 2006
GENERAL AGREEMENT

1902
1,000 ee

Between

Goodyear Dunlop Tires North America, Ltd.
Buffalo, New York



and

United Steelworkers of America
Local #135



8/20/03 - 7/22/06

Expires 2006



32

229 pages

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AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 20TH DAY OF AUGUST, 2003, BY AND BETWEEN GOODYEAR DUNLOP TIRES N.A., HEREINAFTER REFERRED TO AS THE "COMPANY" AND LOCAL UNION #135 OF THE UNITED STEELWORKERS OF AMERICA, AFFILIATED WITH THE AFL-CIO-CLC, HEREINAFTER REFERRED TO AS THE "UNION."

WITNESSETH

The mutual desire of the above parties being to continue to promote cooperation and harmony, and to formulate rules to govern relationships between the Union and the Company.

The terms and provisions of this agreement shall apply without discrimination, with respect to discharge, compensation, terms, conditions or privileges of employment, because of race, color, religion, age, sex or national origin.

Employee means all persons covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

PRODUCTIVITY

The Company and the Union recognize that a high level of productivity is necessary at the Buffalo Plant to produce tires at a competitive price in today's marketplace. In addition, the Union recognizes that a high level of benefits and wages can be maintained only by a high level of productivity.

To this end, the Company and the Union and its members agree to improve productivity in order to attain as high a level of productivity as is consistent with the health and welfare of employees.

The Company and the Union both realize that by improving productivity to attain a competitive position in the industry, jobs may be eliminated. The Company and the Union agree to make every effort to obtain other work for employees at the time of job elimination, provided the employees are qualified.

ARTICLE I

RECOGNITION

SECTION 1.01 - BARGAINING UNIT

- (A) The Company recognizes the Union as the exclusive collective bargaining agency for all production, maintenance and warehouse employees at the Buffalo Plant and for any future tire manufacturing facility within Niagara or Erie County.

Excluded from the Bargaining Unit are all supervisory, general office, plant protection, technical, engineering, personnel, industrial engineering, production planning and cafeteria employees.

- (B) 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.
- (C) The Company agrees to meet with and bargain with the representatives of the Union on all matters pertaining to rates of pay, wages, hours of employment, working conditions and other conditions of employment.

SECTION 1.02 - UNION SECURITY

- (A) It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or transferred into the Bargaining Unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment or transfer become and remain members in good standing in the Union.
- (B) The provisions of the above paragraph of this Section shall not apply to any employees covered by this Agreement to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to render his initiation fee or periodic dues.
- (C) Any employee who fails to meet the requirements of this Section shall not be retained in the employ of the Company provided that the Union shall

have notified the Company and the employee in writing of such default and said employee shall have failed to remedy same within ten (10) days after receipt of such notice.

- (D) The Company agrees to deduct from the wages of those employees, who so authorize it by written assignment, regular monthly Union Membership Dues.
- (E) This dues assignment and dues deduction authorization shall be irrevocable for a period of one (1) year from the date of execution or until the expiration date of this Agreement, whichever occurs sooner. Said assignment and dues deduction authorization may be revoked upon written notice being delivered to the Company and the Union during the period ten (10) days prior to the expiration of the one (1) year period or the expiration of this Agreement, whichever occurs sooner.
- (F) (1) The form of this assignment, dues deduction authorization and directive shall be as follows:

(2) DUES AUTHORIZATION AND DEDUCTION FORM (Under 1973 Agreement):

Social Security #

Date

Name

Dept/Badge,

Effective this date I hereby authorize the Dunlop Tire Corporation to deduct from my wages, and the Trustee and its Agents of the SUB Fund to deduct from any Supplemental Unemployment Benefits (SUB) payable to me from the SUB Fund, regular monthly membership dues in such amount as may be fixed by Local #135 in accordance with the procedure prescribed by the constitution of the International Union, and assigns such deductions to Local Union #135, United Steelworkers of America, as provided in the current Company Agreement and in any extension thereof as provided in said Agreement.

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

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

Signature

Badge

(3) "The Union will save the Company and/or the Trustee or Agent under the Supplemental Unemployment Benefits Plan harmless with respect to any claim, suit, judgment or other liability resulting from any deduction made from the employee's pay pursuant to the above authorizations and assignments, or pursuant to any list furnished by the Union of current monthly membership dues deductions including any arrearages, whether such deduction is consistent or inconsistent with such authorizations and assignments. The Union shall also indemnify and save harmless the Company and/or the Trustee or Agent under the Supplemental Unemployment Benefits Plan in any case where an individual has signed and delivered to the Union such authorization and assignment but the Union has failed to so advise the Company and/or Trustee or Agents in accordance with agreed procedures and accordingly deduction has not been made from the employee's pay. The Company will cooperate with the Union in the defense of any such claim by notifying the Local Union immediately of any such claim and furnishing the Local with any applicable data."

(G) Authorized dues deductions will be made from the wages of employees in the first full week of each month. The Company will promptly remit dues so deducted to the bonded officer Financial Secretary of the Union. Any employees who owes dues to the Local Union and leaves the active payroll for any reason, such dues shall be deducted from his last pay check.

(H) The Union Financial Secretary shall furnish to the Personnel Department not later than the twentieth (20th) day of the month a list of those

members who were absent in the previous check off week and who require makeup deductions to bring their dues up-to-date.

- (I) If, during the life of this Agreement, the Constitution of the USWA should change so as to require the payment of dues from members who are receiving Sickness and Accident Insurance Benefits or Supplemental Workers' Compensation Benefits and it is established that the deduction of dues from such payments is legally permissible, the Company will, upon request from the Union, explore the practicality of establishing a program under which dues might be deducted from such payments.

ARTICLE II

UNION

SECTION 2.01 - UNION FUNCTIONS

It is recognized that the function of the Union is to represent those employees of the Company who are covered by this Agreement on matters pertaining to rates of pay, wages, hours of employment, working conditions and other conditions of employment and any matters of dispute on these subjects will be handled in accordance with the procedure set forth in this Agreement, or any supplements thereto.

SECTION 2.02 - UNION RESPONSIBILITY

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees designated in this Agreement and the supplements thereto and recognizes that the Company must be in a strong competitive position in order to provide maximum opportunities for steady employment, good working conditions and good wages.

ARTICLE III

MANAGEMENT

SECTION 3.01 - MANAGEMENT FUNCTIONS

The management of the business, operation of the plant, direction of the working force, and the authority to execute all the various duties, functions and responsibilities in connection therewith is vested exclusively in the Company. The exercise of such authority shall not conflict with the provisions of this Agreement or any Supplements thereto.

SECTION 3.02 - EMPLOYEE WARNING NOTICE SUSPENSION OR DISCHARGE

(A) 1st Step

A meeting will be held with the employee, shift committeeman and employee's immediate supervisor to review the infraction. The supervisor may issue the employee a written warning within 7 calendar days after the meeting (copy to Union representative) stating the nature and the facts of the case and notifying him that an immediate improvement or correction of the infraction(s) is expected.

2nd Step

A meeting will be held with the employee, shift committeeman and employee's immediate supervisor to review the infraction. The supervisor may issue the employee a written warning within 7 calendar days after the meeting (copy to Union Representative) stating the nature and the facts of the case and notifying him that an immediate improvement or correction of the infraction(s) is expected.

3rd Step

A meeting will be held with the employee, shift committeeman and employee's immediate supervisor to review the infraction. The supervisor may issue the employee a written warning within 7 calendar days after the meeting (copy to Union Representative) stating the nature and the facts of the case and notifying him that an immediate improvement or correction of the infraction(s) is expected.

4th Step

The Business Center Manager, the employee's immediate supervisor, Division Chairman and employee involved shall meet and discuss the infraction. At this step the employee may be given a written notice within 7 calendar days after the meeting stating that any reoccurrence, if the condition warrants, will result in immediate suspension or discharge.

5th Step

The Company representative shall notify the Division Chairman and the employee in writing of the suspension or discharge penalty. If the employee believes he has been unjustly dealt with, he may request and shall be granted a hearing the same or next working day. The Business Center Manager, supervisor involved, the Division Chairman and/or Chief Steward and the employee involved, shall be present at the hearing.

- (B) *There may be individual cases of a serious nature (theft, assault, deliberate bad workmanship, smoking in critical areas, etc.) that do not require the above procedure and it will be impossible in these cases to have a meeting prior to suspension or discharge. Any suspension under this paragraph will also serve as a step under 3.02(A). If a meeting is held the appropriate Management personnel involved and the appropriate Union representatives should be in attendance.*
- (C) The above does not preclude the right of Management to take an employee off the job for cause.
- (D) A copy of any report given to an employee concerning his record with the Company shall also be given to the Union Division Chairman, or delivered to the Union office at the time of recording
- (E) All reports in reference to reprimand shall expire as a basis for possible suspension or discharge following a full one (1) year period of discipline free performance. As an exception to the above an employee warning notice recording a suspension for absenteeism will be reviewed by the Manager of Employee Relations and the Union President upon the request of the employee one (1) year from the date of issuance of the last warning note. If the employee's attendance record has been corrected, such warning notice will be destroyed.
- (F) Any employee found to have been unjustly suspended or discharged will be reinstated to their former position without loss of seniority and will be compensated for all benefits in all agreements with the Company, provided the employee or the Union files a grievance with the Company within seven (7) days (excluding Saturdays, Sundays and holidays) after receipt of the Company's notification of suspension or discharge and the reasons for such action. The Company and the Bargaining Committee can mutually agree on a settlement other than the above if they so desire.

ARTICLE IV

BARGAINING PROCEDURE

SECTION 4.01 - CHANGE OF PERSONNEL

- (A) The Company will keep the Bargaining Committee informed of changes in supervisory personnel and the Bargaining Committee agrees that it will keep on file with the Company an up-to-date written list of its accredited representatives.

~~---(B)---The Company will keep the Union informed in writing weekly of all hires, transfers, recalls, layoffs, suspension, discharges and laid off employees~~

who have refused recall or have failed to respond to recall and have been removed from the recall list.

SECTION 4.02 - UNION DIVISIONS

- (A) For the purpose of adjusting grievances, the factory shall be set up in divisions by the Bargaining Committee and the Company.
- (B) Each division shall have a chairman. Each department or group of departments shall have a chief committeeman (Mechanical two (2) chief committeemen), and departmental committeemen as necessary to carry out the functions of the Union efficiently.

SECTION 4.03 - GRIEVANCE PROCEDURE

- (A) A grievance is a complaint, dispute or controversy 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 involved either (1) a dispute as to the facts involved, (2) a question concerning the meaning, interpretation, scope or application of this Agreement, or (3) both.

In reducing a grievance to writing, the following information shall be stated with reasonable clarity; the exact nature of the grievance, the act or acts complained of and when they occurred, the identity, if known, of the employee or employees who claimed to be aggrieved, the provisions, if any, of the General Agreement that the employee or employees claim the Company violated and the remedy they seek. A grievance shall be presented within twenty-one (21) days of the alleged violation. The preceding sentence is inapplicable for those situations and filing requirements under Section 3.02 F.

THE COMPANY'S ANSWER ON THE GRIEVANCE WILL STATE WITH REASONABLE CLARITY AS TO WHY THE GRIEVANCE WAS HONORED OR DENIED.

The parties agree that the Company liability for retroactive payment of grievances shall be limited to ninety (90) days from date of written grievance.

The parties agree that the Company liability for retroactive payment of job evaluation grievances shall be limited to ninety (90) days from date of written job request study.

- (B) The parties to this Agreement recognize that the grievance should be settled promptly and as close to the source as possible. Further, both parties will endeavor to present all the facts relating to the grievance at the first step in the grievance procedure.

- (C) All disputes, differences and grievances pertaining to rates of pay, wages, hours of employment, working conditions and other conditions of employment arising under this Agreement shall be presented:

Step 1

To the departmental and/or shift supervisor. The employee or employees may present the grievance directly or in the company of the Committeeman, if desired. Failing settlement, copies of the grievance shall be reduced to writing in quadruplicate, dated and signed by the employee or employees and Committeeman. Written copies will be distributed to the Manager Labor Relations, the Union Grievance Chairman, the Division Chairman and the remaining copy to the immediate supervisor under Step 2. The written grievance shall be adjusted in the following manner:

Step 2

Between the employee, Committeeman and Chief Committeeman, immediate supervisor and/or department supervisor/shift foreman or appointees. In the event an agreement cannot be reached within forty-eight (48) hours, excluding non-working days, the matter shall be referred to:

Step 3

Division Chairman, Chief Committeeman and Business Center Manager or his appointees. If at this step, agreement is not reached within seventy-two (72) hours, excluding non-working days, the matter shall be referred to:

Step 4

Bargaining Committee and Manager of Employee Relations or his appointee, who shall meet within five (5) working days after step 3 is completed. At this step International Representatives of the Union may be present. A written answer shall be given at this step within five (5) working days after the final meeting.

- (D) At step 3 and step 4 in the grievance procedure other Union and Company people directly related to the question under discussion may be present.
- (E) If the time limits of step 2 and step 3 of the above procedures are not complied with by the Company, the grievance automatically advances to the next succeeding step unless mutually agreed otherwise.

- (F) No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Company, prior to arbitration, will have any precedent value.
- (G) The representatives of the Company and the Union in steps 1, 2 and 3 of the grievance procedure, set forth above, shall have the authority to settle grievances at those steps "without prejudice and precedent." Where such settlements are reached, the grievance papers will be stamped with the "W/O P and P" stamp and signed by the Company and Union representatives and the grieving employee. Grievances settled without prejudice and precedent shall have no value as precedent in interpreting this Agreement or practices or policies thereunder and shall not be asserted, presented or relied upon by either party in any subsequent disagreement involving an interpretation of the Agreement or practices or policies thereunder including, but not limited to, subsequent grievances, arbitrations, or any proceeding or hearing before any governmental panel, body, agency or court (local, state or federal). Grievances settled without prejudice and precedent shall be fully binding upon the Company, Union and any employee involved on the matter disputed on a "that case only" basis.
- (H) Any written grievance not appealed from a written answer at one step of the grievance procedure to the next step within ninety (90) working days of such answer shall be considered settled on the basis of the last answer and not subject to further appeal, unless the Company is notified by the Union to hold the grievance.

SECTION 4.04 - ARBITRATION PROCEDURE

- (A) Specifically the question of a general plantwide wage adjustment and the pay grade wage structure cannot be submitted to arbitration and are not within the powers of an Arbitrator under this Agreement. Further, in the event a matter referred to arbitration shall involve a question of time standards, incentive tasks, factual questions on changes in job content, or a question of determining relative job content affecting the pay grade position of a job, the Arbitrator shall be a person qualified by training and experience as an expert in the field of Industrial Engineering.
- (B) Subject to the provisions of (A) above, should negotiations between the Company and the Bargaining Committee at the last step in the grievance procedure fail to bring about an agreement between the parties with respect to a grievance or grievances, either party may, within forty-five (45) days from the date of final answer, submit such grievances to the Arbitrator. Each dispute shall be submitted in writing and a copy of the submission shall be furnished to the other party simultaneously by written notice. Subsequent to the above, should the parties submit such grievance(s) to the Arbitrator, the parties shall agree within forty-five (45)

days to the selection of an Arbitrator and date with which to hold the Arbitration hearing.

- (C) The parties agree that subject to the provisions of (A) above an Arbitrator shall be mutually agreed to for disputes under this Section. In the event that mutual agreement cannot be reached, the following procedure shall be applicable to a pending grievance: The parties to this agreement affirm that the following eleven (11) Impartial Umpires shall be authorized to act under the terms of this agreement:

Fred Kindig
Sinclair Kossoff
Timothy J. Heinsz
Raymond L. Britton
Stanley Sargent
Theodore K. High
Lamont Stallworth
Terence A. Bethel
Patricia Thomas Bethel
Kathleen Miller
Keith Poole

Within five (5) days following a request made by either party for the submission of an issue or issues to an Impartial Umpire, the President of the Local Union or his designated representative shall meet with the representative of the Employer for the purpose of selecting an Umpire from the panel listed above. In the event a selection cannot be made at such meeting by mutual agreement, the selection shall then be made by the Employer's representative and the local Union representative alternately striking one name from a list until one name remains who shall be designated as the Umpire to hear the issue or issues to be submitted.

- (D) Grievances that are referred to arbitration shall be taken in the order of submission, unless either party has a preference, if there is a preference by either party, each party shall have the privilege to select 50% of the grievances of his choice going to arbitration. On the date set by the Arbitrator, the parties shall appear and present a statement of the facts and issues involved, either in writing or orally as each party may desire.
- (E) The Arbitrator shall render a decision within thirty (30) days from the date of the hearing on the grievance unless additional time is requested by him and mutually agreed to by the Company and the Bargaining Committee.
- (F) The decision of the Arbitrator shall be final and binding upon both parties.

- (G) It is understood and agreed that the Arbitrator shall have no right or power to add to or subtract from or to change the terms of this Agreement or the Supplements thereto and that the Arbitrator shall have no right or power to disregard any of the express provisions of this Agreement or supplements thereto.
- (H) All costs of arbitration, including all fees and agreed upon expenses of the Arbitrator, shall be paid in equal proportion by the Company and the Union.
- (I) It is understood and agreed that the parties will make every effort to clearly define and agree upon the "issue" before presenting the grievance to the Arbitrator.
- (J) By mutual agreement the Company and the Union may elect to route appropriate grievances to the "mini arbitration" procedure for more expeditious resolutions. If the matter involves formal disciplinary action, the employee involved must sign written approval of the mini arbitration procedure. The decision reached in the mini arbitration procedure shall be fully binding upon the Company, Union and employees involved. The provisions of (G) (H) and (I) above shall also apply to the "mini arbitration" procedure.

I. GUIDELINES - Mini- Arbitration

The Company and Union agree to attempt to utilize the mini-arbitration procedure to the greatest extent possible. The parties agree the mini-arbitration procedure will apply primarily to steps, disciplinary actions, and some monetary grievances.

In cases of monetary grievance mutual agreement must be reached before they can be submitted through the mini-arbitration process. Awards by the arbitrator for monetary grievances are limited to no more than \$1000.00 for each grievance presented.

A maximum of six (6) grievances per hearing will be presented by the parties unless the parties mutually agree to present more. In submitting grievance the Union shall select 50% of those submitted, the Company 50%. The parties agree that presentation of these cases shall be made, where possible, by those closest to the dispute, normally by a steward for the Union, and a supervisor for the Company, or other Union and Management designees.

II. INTRODUCTION OF CASES

Parties will present jointly to the Arbitrator at the start of each case a written statement as to the issue and the facts involved. This statement will include a brief description of the disputed positions of the parties. No facts can be presented that are not a referenced part of this written statement and thus *jointly stipulated as evidence*. No arguments may be included in this written statement.

III. ARGUMENTS

Each advocate will be allowed approximately ten (10) minutes to present the argument(s) supporting their position. The decision on who goes first will be determined by coin flip at the time of choosing the cases to be presented. There can be only one spokesman for each party in each case.

IV. REBUTTAL AND CLOSING

Each advocate will be allowed approximately (5) minutes to present any rebuttal and their respective closing statements. This rebuttal will be in the same order as the main arguments.

V. ARBITRATOR'S QUESTIONS

The Arbitrator shall have the right to ask up to two questions concerning the facts of the case not in evidence as part of the written statement. The questions (if asked) will be addressed to each advocate so that each advocate may have a chance to answer. If there is a dispute between the advocates as to the fact's existence then the "fact" must be discarded by the Arbitrator and cannot be considered in making decision.

The Arbitrator cannot ask such questions until both advocates have rested their case. The Arbitrator cannot ask either advocate for a clarification of his arguments.

VI. GENERAL

The Arbitrator will answer each case with an answer of either "Grievance Sustained, Remedy is (Specify)" or "Grievance Denied".

The cases will be answered within thirty (30) days of the hearing.

Each party will have the right to request a written opinion of the Arbitrator concerning one of the cases answered.

No recesses may be called during the presentation of the cases.

Each advocate will be allowed an assistant for note taking during the presentation of the cases.

Decisions rendered in mini-arbitration shall not have precedent value.

**THE PARTIES DISCUSSED THE ABOVE GUIDELINES
DURING 1994 NEGOTIATIONS AND AGREE THAT
CHANGES TO THESE GUIDELINES MUST BE DEVELOPED
BY MUTUAL AGREEMENT.**

- (K) In the event of an alleged violation of Section 4.06 hereunder, the issue arising therefrom may be submitted immediately to a permanent arbitrator and heard by said arbitrator within twenty-four (24) hours (or as promptly thereafter as possible) after the occurrence of the alleged violation. If the arbitrator finds that the Agreement has been violated, he shall order that the party or persons in violation cease and desist from such conduct and said order shall be in writing and shall be issued at the conclusion of the arbitration hearing. Utilization of this procedure by the Company is purely discretionary and its employment shall not operate as a condition upon the Company's resort to other contractual, administrative or judicial remedies.

SECTION 4.05 - BARGAINING COMMITTEE MEETINGS

- (A) A meeting between the Plant Bargaining Committee of the Union and the Manager of Employee Relations or his appointee will be held not less than twice each month, on a Thursday, unless mutually agreed otherwise. Whenever reasonable or practicable, meetings will be held so as to avoid production delays.
- (B) It is understood and agreed that no subject pertaining to rates of pay, hours of work, working conditions and other conditions of employment applicable to a specific department shall be presented by the Bargaining Committee or Company at this meeting except as this subject has been discussed prior to the meeting by the Union Division Chairman with the Business Center Manager of the department concerned.

SECTION 4.06 - NO STRIKE - NO LOCKOUT - NON-LIABILITY CLAUSE

- (A) The Union agrees that during the term of this Agreement there shall be no strike, sympathy strike, stoppage of work, boycott, picketing, diminution, or suspension of work or any other type of interference, coercive or otherwise, with the Company's business. The Union also agrees this prohibits "self-help" to all matters including disputes concerning work assignments. In areas of work disputes the Union recognizes employees are required to perform the work assigned. Disputes concerning all matters including work assignments are to be pursued through the Grievance procedure as specified in Article IV Section 4.03. The Company agrees not to lock out employees over any matter subject to the grievance procedure, including arbitration. Any employee or group of employees violating this provision shall be subject to disciplinary action including suspension or discharge. The Company and the Union shall not negotiate, and, except as provided in Article IV, Section 4.04(K), nor shall any arbitration hearing proceed on the underlying issue causing such interruption until such time as the interruption has been terminated.
- (B) (1) In the event there is any such strike, sympathy strike, stoppage of work, boycott, picketing, diminution, or suspension of work or any other type of interference, coercive or otherwise, with the Company's business, the Union will either at its discretion or upon proper signed notification by the Company to the Union, immediately post the following notice on all bulletin boards referred to in this Agreement.
- (2) "TO ALL MEMBERS OF LOCAL # 135 DATED:

You are advised that employees took certain unauthorized action in Dept. No. This action is unauthorized by both the Local and International Union. Those employees engaging in such action are directed to promptly return to their respective jobs and to cease any action which may affect production. The grievance in dispute will be processed through the procedure provided in your contract."

- (C) It is agreed that an authorized officer of the Local Union or an authorized representative of the International Union shall sign the above notice. Should the authorized officer of the Local Union fail to comply with the foregoing, an authorized representative of the International Union will do so. The Company agrees that in consideration of the performance by the Union of the undertaking herein assumed by it to post the above notice with respect to termination of the unauthorized strike, sympathy strike, stoppage of work, boycott, picketing, diminution, or suspension of work or any other type of interference, coercive or otherwise, with the Company's business, the Company will take no action by suit for damages against the Union, its officers, agents or members for breach of contract. ...

- (D) The failure of the Company to exercise this right to discipline in any instance shall not be deemed a waiver of this right in any other instance, nor shall the Company's right to discipline employees for any other cause be in any way affected by this Article.

SECTION 4.07 - PAYMENT TO LOCAL UNION REPRESENTATIVES

- (A) The President and the Vice President of the Union or the appointees thereof, shall be paid their hourly rate or in the case of an incentive employee their AE, AEIR or ASTHE, whichever is higher for eight (8) hours a day, Monday through Friday, whenever the plant is scheduled to work.
- (B) The hourly rate or in the case of an incentive worker his AE, AEIR or ASTHE, whichever is higher shall be paid:
- (1) For the time lost from the job, whenever meetings between the Plant Bargaining Committee of the Union and Management are held.
 - (2) For the time lost from the job by Union Representatives meeting with representatives of Management for the purpose of handling grievances.
 - (3) For the time lost from the job by employees for meetings with representatives of Management for the purpose of:
 - (a) Explaining changing working schedules or other job related problems.
 - (b) Reviewing job descriptions or time standards instruction sheets.
- (C) Whenever the Union President or Vice President leaves the plant for a portion of a working day without designating an appointee and is being paid by the Company, they will notify the Manager of Employee Relations or his appointee as to the nature of the Union Business and the duration of their absence from the plant.

It is agreed that the President and the Vice President will not be absent from the plant at the same time unless they have designated an appointee or unless mutually agreed otherwise.

ARTICLE V

HOURS OF WORK

The parties have agreed to continue a 6-2/3 continuous operations schedule as the primary schedule for the Buffalo plant. However, the Company has reserved the right to utilize a normal eight (8) hour, five (5) day schedule in any area for some or all employees. The language set forth in this Article V (and in other areas of the General Agreement) regarding work week schedules, breaks, overtime and premium pay, holiday understandings and other agreements normally refers to the 6-2/3 continuous shift schedule. Some language in the General Agreement applies to both schedules and language applicable to a normal eight (8) hour, five (5) day schedule is set forth in Memorandum Number 22.

SECTION 5.01 - STANDARD DAY AND STANDARD WEEK

- (A) The standard shift shall be eight (8) or twelve (12) hours per day and the standard week shall be forty (40) hours plus work on the open shift as scheduled. Any paid holidays that fall within the employee's scheduled work week shall be considered as a scheduled day of work.
- (B) Eight (8) or twelve (12) hours, as applicable, in any twenty-four (24) hour period shall constitute a standard work day. Five (5) consecutive eight (8) hour work days beginning with the starting time of the employee's shift on the first day of the employee's regularly scheduled work week for "A" and "B" crews. Four consecutive eight (8) and twelve (12) hour days (per schedule) beginning with the first day of the employee's regularly scheduled work week shall constitute the standard work week for "C" and "D" crews.
- (C) The above shall not be construed as a guarantee of hours of work per day or week unless otherwise specified in this Agreement.
- (D) The standard pay period week shall start Monday at seven a.m. and end the following Monday at seven a.m.
- (E) Employees in all departments scheduled to work eight (8) hour shifts are required to remain working on their jobs except for a paid ten (10) minute break the first half of the shift, a paid twenty (20) minute lunch, and a paid ten (10) minute break the last half of the shift.

Employees scheduled to work twelve (12) hour shifts are required to remain on their jobs except for a paid ten (10) minute break and a paid twenty (20) minute lunch during the first half of the shift, a paid ten (10) minute break, and a paid twenty (20) minute lunch, and a paid ten (10) minute break during the last half of the shift.

Exception: Due to the nature of the operation, Department 201 employees currently receiving two fifteen (15) minute breaks and a twenty (20) minute lunch will continue to do so. In addition, Department 201 and 241 employees will continue to receive paid wash-up time, as well as the assigned maintenance personnel in Department 201. Also, due to the nature of the operation, Departments 213 and 236 Curing Operators will continue to be relieved as today.

- (F) (1) Wednesday of each week will be the regular pay day starting with 'A' Shift. The Company will continue to use its best efforts to make checks available for the 'C' shift on the continuous operations schedule prior to the end of their shift each Wednesday morning.

Exclusion:

- (a) A week in which a holiday occurs may change this procedure. Paychecks will be distributed in the departments on respective shifts.
- (2) Employees absent from work on the regular pay day will have their checks distributed to them on their respective shift providing they return to work within the same week.
- (3) Vacation checks will be distributed to employees on Thursday preceding the vacation week. This procedure #3 will be complied with by the Company on a trial basis. Any abuse of this paragraph will result in its discontinuance. The Company will work with the Union to establish more reliable procedures to help assure that employees receive vacation pay on last day worked prior to leaving on their vacations. Possible pre-cut checks with plus or minus ranges will be considered.
- (4) Disability checks will be mailed directly to employees from the insurance carrier

SECTION 5.02 - SIX AND TWO-THIRDS (6-2/3) CONTINUOUS OPERATIONS SCHEDULE

The agreed 6-2/3 continuous operations schedule is as follows:

	M	T	W	T	F	S	S
Crew #A	A	A	A	A	A		
Crew #B	B	B	B	B	B		
Crew #C	C	C				C	C
Crew #D				D	D	D	D

Monday - Friday - 8 hour shifts

Saturday - Sunday - 12 hour shifts

SECTION 5.03 - REDUCTION OF HOURS

- (A) Notwithstanding any other provision of this Agreement, the Company may, without the requirement of making a layoff of employees in accordance with the layoff procedure, reduce the schedule due to production requirements for a station, job, department or departments, to not less than twenty-four (24) hours per week or may reduce the schedule hours below twenty-four (24) for not more than two (2) consecutive weeks, or for more than two (2) weeks in any three (3) month period. An increase in the number of consecutive weeks or in the number of weeks in a three (3) month period may be made by mutual agreement between the Company and the Bargaining Committee. The foregoing shall not be construed to require reducing the number of scheduled hours below the number of hours in the normal work week before laying off employees in accordance with the layoff provisions of the General Agreement.
- (B) If an employee is ineligible for an Automatic Short Work Week Benefit for such week and the week is a state waiting week, the week will be deemed to be a temporary layoff out of line of seniority in conformance with Article 1, Section 1(B) of the Supplemental Unemployment Benefits Agreement (SUB), so long as the employee does not receive a State Unemployment Compensation Benefit.
- (C) The Company will establish a procedure for notifying employee of any requirement to register at the Unemployment Office in order to establish a waiting week.

SECTION 5.04 - STANDARD SHIFT STARTING TIME

- (A) The standard shift starting times for shifts are as follows:

Crew #A	8 hours/day (7 A.M. to 3 P.M.) 5 days Monday through Friday
Crew #B	8 hours/day (3 P.M. to 11 P.M.) 5 days Monday through Friday
Crew #C	8 hours/day (11 P.M. to 7 A.M.) Monday and Tuesday 12 hours/day (7 A.M. to 7 P.M.) Saturday and Sunday
Crew #D	8 hours/day (11 P.M. to 7 A.M.) Thursday and Friday 12 hours/day (7 P.M. to 7 A.M.) Saturday and Sunday

- (B) The Company may change shift starting and ending times by up to one (1) hour (forward or backward) from the "normal" shift starting times set forth above by providing at least one (1) week's notice to the Union and affected employees to allow for daylight savings time. Cases in which operating conditions require shifts to start at hours outside the above corridors either for a temporary or indefinite period shall be reviewed with the Union Division Chairman and such change shall be mutually agreed upon between the Business Center Manager and the Division Chairman before it becomes effective.

SECTION 5.05 - CHANGE IN OPERATING SCHEDULES

- (A) Advance notice shall be given to the Union Division Chairman and the Committeeman of the department affected of any change to be made in current operating schedules.

- (B) Change in Scheduled Work Shift

The Company's policy is not to indiscriminately move employees to different shifts; however, they reserve the right to reschedule the working force to attain the most efficient overall operation in order that the Company can be in a favorable competitive position.

- (C) Scheduling of Two (2) Different Shifts in the Same Week

It is not the Company policy to schedule employees on two (2) different shifts in the work week, except in cases of emergency or conditions beyond the control of the Company provided, however, that the Company may elect to utilize the normal eight (8) hour, five (5) day scheduling in any area for some or all employees. Employees will be given at least thirty (30) calendar days notice before rescheduling from continuous operations to the normal five (5) day schedules or vice versa.

SECTION 5.06 - SCHEDULING THE OPEN SHIFT

- (A) The Company has the right to schedule (and require) overtime from the four crews to work the open shift (under the sequences set forth in (B) below). Notice must be given no later than the prior Friday except that partial scheduling of the open shift will be handled under (C) below.

- (B) The following sequence will be used to schedule the open shift during the term of the Agreement:

B & A - 4 over and 4 early

C - 8 hours

B & A - 4 over and 4 early

D - 8 hours

- (C) When a job classification (maintenance station) from the appropriate shift is not scheduled "full," all employees in the affected job classification (maintenance station) must be canvassed within the scheduled shift. If requirements are not filled voluntarily, it is agreed that the qualified low overtime standing people necessary on the scheduled shift, will be required to work. If a partial open shift is scheduled on the B & A sequence, the Company will schedule an equal number of employees from the affected classifications on the B & A Crews.
- (D) Employees shall have the right to "give away" their scheduled open shift to an employee on a different shift in the same job classification (maintenance station) in accordance with the following:
- (1) Both employees shall fill out a form provided by the Company and present it to the Business Center Auditor, or his designee by the Monday before the affected open shift.
 - (2) The employee who works the open shift for another employee shall be paid for the open shift in the same manner as any scheduled open shift is paid (including the fact that the open shift is not considered in the "over-forty" calculation for weekly overtime purposes, or the "over-eight" calculation for daily overtime purposes).
 - (3) Once an employee agrees to work the open shift for another employee, the open shift is considered scheduled work time and any absences shall be charged.
 - (4) The purpose of allowing employees to give away their open shift is to allow them to address conflicts that may rise in their schedules. Thus, an employee may only give away his open shift four (4) times in one calendar year. An employee may take another employee's open shift under this provision only four (4) times in one calendar year to avoid inequities in the opportunity to work these premium days.

SECTION 5.07 - DISTRIBUTION OF REQUIRED OVERTIME

See also relevant Departmental Agreement(s) and Memoranda of Agreement Nos. 9 and 10).

- (A) (1) Required overtime shall be offered in the following manner when filling vacancies created by absent employees on any scheduled day (including scheduled sixth (6th) day operations):

- 1) Canvass by job overtime (*) standing within shift boundaries.
- 2) Canvass by job overtime (*) standing outside shift boundaries.
- 3) Canvass by general overtime standing within shift boundaries.
- 4) Canvass by general overtime standing outside shift boundaries.
- 5) Canvass for employees working the required overtime to work a double shift.

(*) Jobs governed by station overtime shall precede job overtime.

- (2) Required overtime shall be offered in the same manner when extra (non-scheduled) work is required Monday through Friday.
- (3) When extra (non-scheduled) work is required on the weekend the following shall apply:
 - 1) Canvass by job overtime (*) standing.
 - 2) Canvass by general overtime standing.
 - 3) This Subsection (A)(3) shall not apply to the agreed upon method for scheduling the open shift on continuous operations.

(*) Jobs governed by station overtime shall precede job overtime.

- (4) Should any of the steps outlined above not be completed without fulfilling overtime requirements, the charges for those hours will be erased.

- (B) (1) Required overtime on a job shall be equitably divided among the employees on the same job provided they are qualified.
 - (a) If an employee is missed on overtime, the employee must inform supervision within five (5) days of the overtime miss. Supervision will correct errors made in the distribution of overtime hours which are called to their attention before the work is performed..
 - (b) Payment for errors in the distribution of overtime will be made under the circumstances identified in this paragraph. In the event of an overtime distribution error which is

brought to the attention of supervision after the overtime has been worked, as provided in paragraph (B) (1) (a) above, there will be a record of this event made in the department. Should the same employee be missed in error again within a three month period of the notification of the first miss, the employee will be paid for the hours not offered and will be charged accordingly (second miss only). Every second miss thereafter within any three month period will be paid for, if the notification requirement of paragraph (B) (1) (a) above is satisfied.

(c) The intent is to distribute overtime hours as equally as possible. This provision applies to job overtime only.

(2) If overtime requirements cannot be filled by utilizing employees on a job, the overtime will be equitably divided among the qualified employees in the department.

(3) If overtime requirements cannot be filled by utilizing employees in the department, the work will be offered to a qualified employee within the division. It is not the intent of the above paragraph to consistently award overtime work to one (1) employee when other qualified employees are available to perform overtime work.

(C) To be eligible for overtime work on a job an employee must qualify as follows:

(1) Capable of doing job on his own.

(2) Incentive Job - Has equaled or exceeded the minimum rate (as shown on the hourly key sheet) on an earned incentive basis for five (5) successive working days.

(D) Distribution of overtime on a job shall be governed by Section 7.04 entitled Definition of a Job.

(E) Daily overtime in excess of the normal schedule (eight or twelve as applicable) and overtime in excess of the normal workweek shall be ~~voluntary except as otherwise provided for 6th day scheduling under~~ Section 5.09 and the agreed upon method of scheduling the open shift on continuous operations.

(F) Whenever a Utility Person is a replacement for an absentee (full shift) and an overtime situation arises, at the end of the shift, the overtime will be offered to the employee on the job and then to the Utility Person replacing for the absentee.

Day to day, shift to shift, it is not the intent to take a Utility Person off a job he has been assigned to perform on that day, reassign him to another job, and as a result, work overtime on the job to which he was originally assigned.

If so, the Utility Person will be paid the higher of the two (2) rates unless the vacancy to which he was moved cannot be filled by working job overtime.

The above will not be applicable to a Utility Person displaced as a result of crew progression.

- (G) The parties agree that complex situations may arise from time to time pertaining to interpretations of overtime distribution and when such situations occur, the following procedure should be followed:

The Business Center Manager together with the Local Union President, Division Chairman and Chief Steward of the department affected (or their appointees) shall mutually agree to a solution regarding this situation. This action to be effective until approved or reversed by mutual agreement between the Company and the Bargaining Committee.

- (H) Any errors made in the distribution of overtime will be rectified by making work available at the first available opportunity at the same rate of pay as the original work or the rate of pay for the work to be performed, whichever is greater.
- (I) Overtime groups will in all cases be limited to shift boundaries except for the scheduling of voluntary weekend overtime.

SECTION 5.08 - OVERTIME - GENERAL RULES

- (A) An employee unable to work voluntary overtime will not be penalized in respect to holiday pay providing he has worked the last scheduled day before and the first scheduled day after the holiday.
- (B) If an employee accepts overtime to be worked on a following work day such overtime shall be considered scheduled. The overtime work may be canceled by notifying the employee prior to reporting for work on the day the overtime work was scheduled with no obligation on the part of Management; however, if the employee starts the overtime work, Management is obligated to provide work for the agreed upon hours (not to exceed four (4) hours) at the rate for the work performed, unless a general emergency caused by fire, flood, failure of power supply to the plant, etc., is the reason for not providing the work.

- (C) For purposes of overtime record keeping, employees will be credited for each hour of overtime worked or charged. Employees will be charged for overtime in the following circumstances:

- (1) For each hour of overtime worked by the employee in his overtime
- (2) For each hour of overtime scheduled in the overtime group which the employee has the right to refuse and does refuse;
- (3) For each hour of overtime schedules in the overtime group which the employee was unavailable for work.

Employees on layoff who return to their overtime group, and new employees in the overtime group shall be charged with the hours of the employee in the overtime group who has the greatest number of credited overtime hours. Employees will not be charged for overtime hours in the following circumstances:

- (1) For any overtime worked on a temporary transfer in another job classification, (provided that a charge may be made to the general overtime record).
- (2) For any overtime hours scheduled by the Company and later canceled by the Company.

The Company will maintain overtime records which shall show the number of overtime hours credited to each employee in the overtime group. *The records shall be updated weekly and made available for review.* On January 1 of each year overtime records for all employees shall be zeroed out.

- (D) An employee has no overtime rights on a job he has been awarded until he has physically moved to the job. The employee retains overtime rights in present department and on present job until he is physically moved.
- (E) When overtime is required on a job the total hours that an employee will work shall not exceed twelve (12) continuous hours.
 - (1) An employee will not be asked to work more than twelve (12) hours at one time unless it is an emergency condition that may affect production operations.
 - (2) An employee will not be asked to work over twelve (12) continuous hours if the manpower can be met by borrowing or utilizing other qualified employees to do the required work.

- (3) Due to the nature of the work in the Mechanical Department it may be necessary for these employees to continue work on a job for more than twelve (12) continuous hours.
- (4) The provisions of this Subsection (E) shall be applied as "sixteen (16)" hours when applied to normal twelve (12) hour shifts on continuous operations schedules.
- (F) Those employees who have signified in writing that they do not want overtime work will not be considered for overtime work until they advise their Department Supervisor in writing to the contrary. These employees will be charged for the amount of overtime that they would have been entitled to work.
- (G) Union members who are absent from work due to being out on official Union Business shall not be charged for overtime hours that can be made up at a later date.
- (H) Whenever an employee works or refuses job overtime, those hours will be charged to the job overtime list only. Whenever an employee works or refuses GOT overtime, those hours will be charged to the GOT overtime list only.
- (I) Each department shall maintain and post on the bulletin board a record of the distribution of overtime hours.

**SECTION 5.09 - OVERTIME (Scheduled Six (6) Day Operation 44, 46, 48
Hour Week)**

- (A) Scheduled six (6) day operations will be posted no later than 2:00 p.m. on Wednesday of the week in which the work is to be performed, unless a general emergency caused by fire, flood, tornado, failure of the power supply to the plant, etc., delay such posting.
 - (1) A partial job or a full job may be scheduled for a sixth (6th) day.
 - (2) Overtime requirements on a sixth (6th) day will be offered on a voluntary basis on Tuesday of the week in which the work is to be performed when applicable.
 - (3) The Monday morning "A" shift will be the first scheduled shift of the week unless mutually agreed upon otherwise by the Company and the Bargaining Committee.
- (B) If a full department is scheduled for the sixth (6th) day, all employees shall do their regular jobs including Utility employees, employees on Job

title - Other Work, and Job Title - Odd Jobs. After the completion of the scheduled hours, overtime shall be distributed on the same job as defined in Section 7.04, Definition of a Job.

- (C) It is understood that a full job may be scheduled for a sixth (6th) day as well as any partial jobs. In the event the requirements are not filled voluntarily, it is agreed that the qualified, low overtime standing people necessary will be required to work.
- (D) Employees will perform such overtime work unless:
 - (1) Excused therefrom by prior arrangement with his Supervisor.
 - (2) There has been a change in the scheduled hours of work.
- (E) This Section 5.09 shall not apply except as specifically agreed to in the agreed upon method for filling the open shift on the continuous operations schedules.

SECTION 5.10 - WORK BEYOND REGULAR SHIFT

- (A) When an employee who is working accepts overtime work that is a continuation of his regular shift and the number of hours required is indefinite (late call in, shutdown operations, etc.), he shall be provided with not less than one (1) hour of work. When this overtime work exceeds one (1) hour, the additional time shall be provided in not less than one-half (1/2) hour increments.

The Company and the Bargaining Committee may mutually agree to give special consideration to operations where operating conditions require treatment other than the above.

- (B) When an employee who is working accepts overtime work for a specific number of hours that is a continuation of his regular shift and the offered overtime hours are canceled prior to the start of such work, the employee will be provided with one (1) hour of overtime work.
- (C) When an employee starts overtime work for a specific number of hours that is a continuation of his regular shift, the employee will be provided with the agreed upon hours of work.

- (D) The parties agree that employees on "continuous operations" are expected to cooperate by not leaving their station until relieved.

SECTION 5.11 - TRADING SHIFTS

Employees shall be allowed to trade shifts with other employees in the same job classification in accordance with the following:

- (1) Employees who desire to trade shifts must fill out a company shift trade form signed by both employees, and it must be presented to the Shift Supervisor at least 24 hours in advance. Employees who are unavailable to turn in this form in a timely fashion may have the Union Division Chairman sign the form for them.
- (2) No overtime may be created as the result of employees trading shifts. If there is no adverse overtime impact, the Company is obligated to agree to the trade.
- (3) Shifts may be traded in one (1) hour increments. All trades must be on a one-to-one basis with regard to number of hours traded.
- (4) Any traded shifts of less than a full week in duration must be completed within the same pay period and any traded shifts of full weeks in duration may run only for full pay periods.
- (5) Once an employee has agreed to work a traded shift, that shift is considered a scheduled work day(s) and any absences shall be charged.
- (6) Employees who trade shifts for full weeks or full shifts will assume each other's overtime standing for the duration of the trade. Employees who trade for less than a full shift shall have overtime standing on their regular shift and not on the shift for which they traded.
- (7) Employees who trade shifts shall be paid the shift differential, if any, of the shift on which they are working, not the shift to which they are permanently assigned.

ARTICLE VI

WAGES

SECTION 6.01- MINIMUM, GUARANTEED AND BASE RATES

- (A) The new wage schedule and pay grades for the job classifications will be issued to the Union Bargaining Committee and posted on a quarterly basis. The chart will be updated, reissued and reposted as required. Such wage schedule represents the joint agreement of the Company and the Union on the number of pay grades, the monetary value of each pay grade and the monetary spread between pay grades.

- (1) The incentive key sheets shall show incentive base rate for incentive employees at each progression step in the pay grade.
- (2) All jobs shall be paid in accordance with the above key sheets unless otherwise mutually agreed upon between the Company and the Bargaining Committee. The Company will assign a job to the proper pay grade. Once assigned to a pay grade, the monetary values of this pay grade shall apply to the job wherever called for in this Agreement.

(B) Hiring, Transfer and Rate Progression

The method of rate progression for employees will be as follows:

- (1) All employees hired by the Company on or after November 10, 1997, shall be subject to a thirty-six (36) month wage rate progression. Under this progression scale, a work service factor will be applied to final pay amounts during the first three (3) years of employment according to the following scale:

(70%) of final pay for the first 6 months of employment;
(75%) of final pay for months 7 through 12 inclusive;
(80%) of final pay for months 13 through 18 inclusive;
(85%) of final pay for months 19 through 24 inclusive;
(90%) of final pay for months 25 through 30 inclusive;
(95%) of final pay for months 31 through 36 inclusive.

At the beginning of the 37th month of employment, the work service factor will be set at 100% and will remain at this level for the remainder of the employees' tenure. Changes in the work service factor will be made with the start of the first pay period week following completion of each subsequent six (6) month period of employment.

- (2) For all purposes under this new hire wage progression, "final pay" shall be defined as all payments or forms of payment received by the employee. Final pay shall include:

- Wages
- Incentive earnings
- COLA
- Shift premium
- All pay for time not worked (e.g. including holiday, vacation, jury duty, funeral pay, military leave, compensation hearings, etc.)

- A&S payments
 - SUB
 - Supplemental Workers' Compensation
 - Union hours
- (3) The new hire wage progression described herein applies to all Plant bargaining unit job classifications.
- (4) If the Company determines that the seventy percent (70%) starting pay rate is inadequate to attract new employees, the Company may, at its own discretion, raise said rate for such employee(s) and adjust the six (6) month increase percentage rate proportionally over the thirty-six (36) month progression schedule.

It is also understood that the Company may, at its discretion, adjust the starting rate for new maintenance employees if warranted by local labor market conditions.

- (5) The work service six month progression time periods will be extended for any employee who is absent for thirty (30) consecutive calendar days or more. The extension shall apply only to the progression period the employee was in when the absence started and the extension period shall be equal to the duration of the absence.
- (6) All employees who transfer or are recalled to a job classification will be paid at a transfer rate of the applicable pay grade for the job to which they are transferred or recalled.

Exception:

(a) Crew station to station transfer or recalls: The starting hourly rate shall be commensurate with the employee's skill in performing the job on the new station.

(b) Utility Person transfers or recalls: The starting hourly rate shall be commensurate with the employee's skill in the job classification. If the employee was a qualified operator in the job classification within the past twenty-four (24) months, the employee will start at the maximum hourly rate of the job classification.

(c) If transferring or recalled employee has been qualified in the job classification (been permanently classified in the job classification at maximum rate) within the prior twenty-four (24)

months, he will be transferred or recalled to the job classification at the maximum hourly rate.

- (7) Daywork employees shall progress from the transfer rate to the maximum hourly rate based upon achieving both quantitative and qualitative performances as referenced in the Wage Key Sheet.
- (8) Transferred incentive workers shall remain at the minimum incentive base rate of their job until they have equaled or exceeded 100% performance for five (5) consecutive working days. Thereafter, they shall be paid what their earnings generate against the appropriate incentive base rate. Progression from the minimum incentive base rate shall be achieved as follows:
 - (a) When the employee has achieved 110% or greater performance for five (5) consecutive days, they shall progress to the mid-point incentive base rate. The employee must achieve these levels of performance while on incentive for at least 40% of the hours worked for that work period.
 - (b) When the employee has achieved 120% or greater performance for five (5) consecutive days, they shall progress to the maximum incentive base rate. The employee must achieve these levels of performance while on incentive for at least 40% of the hours worked for that work period.
- (9) It is expected that employees will reach and maintain standard performance. The case of an employee who does not maintain standard performance shall be subject to review with the employee concerned and the proper Union representative.
- (10) The case of a qualified worker who does not consistently meet proven standards of output shall also be subject to review with the employee concerned and the proper Union representative.
- (11) Poor performance (average efficiency less than 95% for a one (1) week period for day work jobs) will be addressed in accordance with Section 3.02 of the General Agreement. If poor performance is beyond the control of the operator, this procedure does not apply.

(C) Pay Grade Structure

- (1) (a) The pay grade position of each job is guaranteed and will not be changed unless the change in job content justifies assigning the job to another pay grade.

- (b) Jobs (new or revised) shall be assigned to a pay grade by comparison to agreed upon Bench Mark Jobs.
- (2) When a change in job content is made or a new job established, the Division Chairman shall be given a written notice (request for job study) and this request shall have the effective date of job establishment or content change.
 - (3) The Company will provide the Union President and the Union Division Chairman with a copy of the new or changed job description showing the assigned pay grade within thirty (30) days of the Request for Job Study.
 - (4) If no written notice is received from the Union within thirty (30) working days after issuance of job description and assigned pay grade, it will be assumed that the Union is in agreement with the description and the assigned pay grade.
 - (5) If such a grievance is submitted to arbitration, the Arbitrator shall be limited in making his determination by comparison of the job in question to agreed upon Bench Mark Jobs.
 - (6) The Company shall maintain in each department or group of departments up-to-date copies of job descriptions reflecting the assigned duties and responsibilities of jobs that are in the department or group of departments. These records will be placed in a convenient location so that they may be examined and questioned by the employees concerned or their representatives at any time.

SECTION 6.02 - ADMINISTRATIVE POLICIES - STANDARD HOUR PLAN

1. Principles

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

2. Basic Plan

The basic plan shall be a standard hour plan (SHP) in which both measured daywork and incentive standards will be expressed in terms of standard hours for a specified quantity of quality production. However, other suitable time standards may be used in those situations where the standard hour plan is inappropriate.

3. Installation

When jobs in a classification or department are placed on the new SHP standards, all former standards will become void. The correctness of new SHP standards shall not be judged in any way by comparison to former incentive or other standards or performance but, rather by the provisions of this SHP.

4. Establishment of Standards

(a) SHP standards established after the effective date of this Agreement may be established by any accepted industrial engineering technique such as timestudy, standard data, predetermined time systems, or a combination of these. Reasonable allowances for personal, rest and unavoidable delay will be applied to each standard. The allowances set forth above do not include a twenty (20) minute paid lunches paid outside the incentive standards at one hundred and fifteen percent (115%) of the applicable incentive base rate. This payment will be made to incentive employees who work at least five (5) hours in the incentive classification during an eight (8) hour shift (seven (7) hours during a twelve (12) hour shift). All other breaks and contractually provided rest periods for incentive employees are provided for in the allowances and shall not be separately paid.

(b) SHP incentive standards when set as defined in (a) above will be established to provide an earnings opportunity of approximately twenty-five (25%) above the incentive base rate on the manual portion of a job for a normal qualified operator working at a normal incentive pace.

An incentive opportunity allowance of twenty-five (25%) shall be added to all enforced idleness within the machine or process cycle. This allowance will be added even though there exist manual elements, required by the established method, which are wholly internal to the enforced cycle time; it being understood that manual elements may be added to

more efficiently utilize such enforced cycle time without affecting the standard. The objective in establishing new and revised incentive standards under this SHP shall be to provide an opportunity for a normal qualified operator working at a normal incentive pace to earn approximately twenty to twenty-five percent (20% - 25%) above the incentive base rate. It is recognized that individual SHP standards may provide somewhat more or less than the twenty to twenty-five percent (20% - 25%) earnings opportunity even though they are set as accurately as engineering techniques permit that the fact that employees do not achieve such performance and earnings is not in itself grounds that the standard is not correct. In no case is the approximate twenty to twenty-five percent (20% - 25%) to be construed as a minimum guarantee. However, an individual incentive standard which does not provide incentive opportunity of at least eighteen percent (18%) shall be considered unsatisfactory and subject to revision under subsection (d) below.

- (c) SHIP MDW standards will be set to allow the opportunity for a normal qualified operator working at a normal daywork pace to achieve 100% of the standard.
- (d) After a new or revised SHP standard is installed on a job, any complaints and grievances regarding such standard(s) shall be handled in accordance with the Grievance Procedure under the General Agreement.
- (e) Twenty minute lunches for incentive Tire Builders.

5. Changes in Work Standards

After installation, all SHP standards will be subject to replacement or revision resulting from changes of methods or procedures including, but not limited to, feeds, engineering or specification changes, speeds, tooling, material, workplace layout, quality level, or an accumulation of any such changes which in total affects the time standard by three percent (3%) or more of the total time. Clerical or arithmetic errors will be corrected when found.

6. Calculation Period/Calculation of Incentive Earnings

Production will be calculated for each employee or group for the total hours worked on standard during each work period. Incentive earnings will be calculated for each employee for the total hours worked on incentive during each workweek.

7. Temporary Standards

- a When not practical to set a permanent SHP production standard, temporary standard may be established until a permanent standard can be established.

8. Payment for Loss of Time/SHP Incentive Standards

Delays may occur which are beyond the control of the operator because of equipment failure, power failure, lack of material or other causes. When the employee reports such delays to his supervisor and is not then transferred or reassigned to other work, he will receive payment at of the incentive base rate for the time so lost to the extent that such time exceeds six (6) minutes.

9. Group Standards

Standards under the SHP may be based upon group or individual performances. For operations where the Company decides that group or departmental standards are preferable, the total performance hours achieved by the employees comprising the group shall be divided among the participating members of the group in proportion to the hours spent in the group by each.

10. One for One Payment System

SHP standards shall be based upon the principle that an incentive employee will earn an additional one percent (1%) of the incentive base rate for each one percent (1%) of additional performance above the standard.

11. Payment for Work Not Incentive Rated

An employee working in an incentive classification will be paid the applicable incentive base rate as an hourly rate for all time he is assigned to unrated work within the incentive classification provided, however, that assignments to the following activities or assignments away from their normal work schedule will be paid at 115% of the incentive base rate:

- 1) assignments to experimental/prototype work, and
- 2) participation in Company-called meetings including ETT, and
- 3) Employees assigned off their incentive job to train employees will be paid 125% of the incentive base rate.

12. Temporary Transfers

When the Company assigns an incentive employee off his normal incentive job depriving him of incentive opportunity and temporarily assigns him to a non incentive job classification, and

- (a) he is not the junior employee in the job classification on the shift, and
- (b) another employee is assigned to perform work at his incentive work station/machine during the period of the temporary assignment,

the employee will be paid the rate of 125% of his incentive base rate or the rate of the non incentive job classification to which he is assigned, whichever is higher, for the period of the temporary assignment. This level of payment will only be made if the employee "is deprived of incentive earnings opportunity" on his normally assigned job. For example, the 125% alternative payment will not be made where there is no scheduled work for the employee to run on his incentive job and the assignment constitutes "fill-in" work, nor will such payment apply where the assignment is made during a downtime situation.

13. Supplemental Standards

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

14. Minimum Expectancy

The minimum expectancy for qualified incentive employees when working against SHP incentive standards will be

120%. Qualified incentive employees must attain 120% average performance during each workweek.

Employees who are not "qualified" must become qualified within a reasonable period of time with appropriate training. Employees who transfer into SHP incentive jobs (voluntarily or involuntarily), who are unable to qualify, will be disqualified and may exercise their rights under Article VII, Section 7.07 (1).

If an employee encounters excessive delays which are beyond his control, and these delays prevent him from reaching expectancy, this section will not apply to such periods of this time.

15. Disputes Over Time Standards

- (a) (1) Any time standard, once established may be examined or questioned at any time by the employees concerned or their representatives within ninety (90) days after issuance or ninety (90) days after first opportunity to work with the standard.
- (2) The Company will make available to the appointed Union Time Study Representative a maximum of two hundred (200) hours per year which will only be used by said Union Time Study Representative for making practice studies approved by the Employee Relations Department, restudy of a job under question when approved by Employee Relations Department, making production studies when approved by the Employee Relations Department and working up the results of any such studies. Time in addition to the two hundred (200) hours per year will be made available, if necessary, for periodic MOST recertification and training approved by the Employee Relations Department and during periods when new SHP standards are being installed in various areas of the plant.
- (b) (1) Any disputes arising over time standards or tasks established for jobs are subject to the established grievance procedure including arbitration. The Company, upon request, will furnish the Union Division Chairman copies of the complete data, showing the basis upon which the current rate or standard was determined.

If the settlement of a time standard grievance results in a changed time standard, the new standard will then be put into effect, except that if it is higher, will be made retroactive to the date of issuance of the questioned standard.

- (2) If any dispute regarding time standards is submitted to arbitration, the Arbitrator is limited to ruling on the time standard under dispute.
- (c) The Company shall cooperate with the Union in the training of one (1) replacement Union Time Study Engineer should it become necessary during the term of this Agreement. The maximum liability to the Company for the training of a replacement Union Time Study Engineer, should it become necessary during the term of this Agreement, shall be three hundred twenty (320) hours at the employee's applicable hourly rate or in the case of an incentive employee their AE, AEIR or ASTHE, whichever is higher.

SECTION 6.03 - REPORTING IN PAY

- (A) If an employee reports for work at the start of his regular shift or at a time appointed by his Supervisor without having been notified not to report and no work is made available to him, he shall be paid for one-half (1/2) the regular shift hours (but no more than four (4) hours on normal twelve (12) hour workdays on continuous operations schedules) at his hourly rate or 115% of his incentive base rate in the case of an incentive worker.
- (B) If the above occurs on a day when time and one-half (1-1/2) or double time payment is required such premium shall apply.
- (C) Payment under the above conditions will not be made if the operations or substantially all of the operations in a department are affected by a major mechanical breakdown or stock shortage or if such operations are suspended due to conditions beyond the control of the Company, that is fire, flood, tornado, etc.

SECTION 6.04 - TIME AND ONE-HALF

- (A) Time and one-half (1-1/2) shall be paid:
- (1) (a) For hours worked in excess of forty (40) hours (excluding overtime hours) in a pay period during which the employee has worked his full scheduled hours.
- (b) For hours worked in excess of eight (8) or twelve (12) hours, as applicable to the scheduled shift, in any twenty-four (24) period (7 AM to 7 AM), except if the employee is working more than eight (8) or twelve (12) hours as the result of voluntarily trading shifts under Section 5.11.

- (B) For time and one-half (1-1/2) payments, the premium for the hours worked shall be paid at one-half (1/2) times the ASTHE.
- (C) The Average Straight Time Hourly Earnings (ASTHE) for the work week shall be computed by dividing the total straight time earnings for the week by the total hours worked in the week.
- (D) Hours paid, but not worked under the below listed provision shall be considered hours "worked" for purposes of the over forty (40) hour overtime calculation.

Section 6.11 Absence due to Death in Family

Section 6.12 Pay for Jury Duty

Section 6.13 Pay for Loss Time Due to Injury

Section 6.14 Time Spent in First Aid

Section 6.16 Compensation Board Hearing

Section 6.17 Witness Pay - Compensation Hearing

Section 6.18 Military - Annual Training

Section 8.01 Vacation

Section 8.04 Split Vacation

- (E) Employees who are off due to official Union business on all or part of a scheduled shift and are paid for such time by either the Union or the Company shall have those hours paid but not worked considered as hours "worked" for the purpose of over-forty hour overtime calculation.

SECTION 6.05 - TIME AND ONE-HALF SIXTH DAY

- (A) Time and one-half (1-1/2) will be paid for all hours worked by employees on the 6-2/3 continuous operations open shift.

SECTION 6.06 - DOUBLE TIME

- (A) Double time shall be paid for all hours of work performed on holidays as defined in Section 6.09 except for the overlap time from a regular shift starting on the previous non holiday workday up to 7:00 A.M. on the morning of the Holiday. The Holiday will be recognized as the twenty-

four (24) hour period commencing at 7:00 A.M. on the morning of the calendar Holiday.

- (B) For double time payments the premium of the hours worked shall be paid at one (1) time the ASTHE.
- (C) In no event shall time and one-half (1-1/2) be paid in addition to double time.

SECTION 6.07 - TRIPLE TIME

- (A) Triple Time shall be paid:
 - (1) For time worked in excess of eight (8) hours on a holiday as defined in Section 6.09 (A 1) in excess of twelve (12) hours on twelve (12) hour continuous operation shifts.
- (B) For triple time payments the premium for the hours worked shall be paid at two (2) times the ASTHE.
- (C) In no event shall time and one-half (1-1/2) be paid in addition to triple time.

SECTION 6.08 - PREMIUM COMPENSATION

When two (2) or more types of overtime or premium compensation are applicable to the same hours worked, only one, the higher, shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.

SECTION 6.09 - PAY FOR HOLIDAYS

- (A)(1) Designated holidays shall be New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Eve and one (1) Floating Holiday.
- (2) In the event there is a shutdown scheduled during the work week (as defined in 5.01 (D)) containing the Fourth of July, the Fourth of July holiday will be observed as a Floating holiday in that year and will be scheduled in accordance with 8.06 (G).
- (3) In the event there is a shutdown scheduled during the work week (as defined in 5.01 (D)) containing the New Year's Eve holiday, the New Year's Eve holiday will be observed as a Floating holiday in that year and will be scheduled in accordance with 8.06 (G).

- (B) Each employee will be paid at straight time for these holidays a daily rate computed at eight (8) hours times their applicable hourly rate or 120% of their incentive base rate, as applicable. On twelve (12) hour holidays for "C" and "D" crew, four (4) hours will be paid from the SUB fund and the balance will be paid by the Company -- eight (8) hours plus such additional amount as necessary to provide the employee a full twelve (12) hour payment at the appropriate rate.

Employees, who are entitled to Floating Holidays in a given calendar year, may elect to receive pay in lieu for the floating holidays that are designated for that year. Employees who elect pay in lieu will be paid at straight time for each floating holiday at a daily rate computed at eight times their applicable hourly rate or 120% of their incentive base rate, as applicable. Pay in lieu will be subject to the requirements of paragraph (C.) below.

- (C) Payment of holiday pay will be subject to the following conditions and requirements:

(1) When a holiday specified in this Article, falls within an eligible employee's vacation period, he shall be paid for such holiday, except when the holiday falls on the first normal working day of the vacation period. The employee must work the last scheduled shift before the vacation period to be eligible for the holiday pay, unless evidence is presented that the absence was justified and reasonable. Further, when a holiday falls on the last normal working day of the vacation period the employee must work the first scheduled shift after the vacation period to be eligible for the holiday pay, unless evidence is presented that the absence was justified and reasonable.

(2) An employee shall not be eligible for such payment if he fails to work the last scheduled shift before the holiday, and the first scheduled shift after the holiday, unless evidence is presented that the absence was justified and reasonable.

(3) Employee must have thirty (30) days service to be eligible for such payment.

(4) (a) Holidays will be observed on the days on which they fall.

(b) In the event of two (2) consecutive holidays, an employee shall not be eligible for pay for the first of the two (2) holidays if he is absent from work on his last regularly scheduled shift prior to the holiday, or shall not be eligible for pay for the second holiday if he is absent on his first regularly scheduled shift after the second holiday without being previously excused by his

Supervisor or without presenting evidence that his absence was justified and reasonable.

(5) Employees who accept work assignments on a holiday and absent themselves on that day will not be eligible for any payment for the day unless evidence is presented that the absence was justified and reasonable.

(6) No employee absent due to illness, non-occupational or occupational injury shall be paid holiday pay after the first six (6) months of absence due to such disability.

(7) A laid off employee who is recalled and returns to work during the week in which the holiday occurs, or within the succeeding work week, will be paid for such holidays, provided he works the full scheduled shift on the day he is scheduled to return to work.

(8) An eligible employee laid off or retired during the week prior to the holiday week or during the week the holiday occurs, shall be paid holiday pay, providing he works his last scheduled shift.

(9) In the event of an employee's death, any holiday pay to which he would have been entitled during the week in which the death occurs, shall be paid to his beneficiary. If he has no beneficiary, such holiday pay shall be paid to the decedent's estate.

(10) Employees who leave work to enter the Armed Forces up to thirty (30) calendar days prior to a holiday, or are reinstated from the Armed Forces within thirty (30) calendar days of a holiday, shall be paid for such holiday.

(11) An employee who is eligible to receive holiday pay and who is required to serve on a municipal, county or federal jury, or grand jury, on such holiday will not have jury duty pay deducted from his holiday pay.

SECTION 6.10 - SHIFT BONUS

- (A) All employees covered by this Agreement shall be paid a shift bonus of twenty-two cents (\$.22) per hour for hours of any scheduled second (2nd) shift and thirty cents (\$.30) per hour for all hours of any scheduled third (3rd) shift.

Exception Shift Bonus

Exception: Regularly scheduled "C" crew employees will be paid a shift bonus of sixty (\$.60) cents per hour for all hours worked. Regularly scheduled "D" crew employees will be paid a shift bonus of one dollar &

twenty cents (\$1.20) per hour for all hours worked. The aforementioned shift bonus payments will replace shift payments identified in Section 6.10 (A), above, for hours covered under this Exception. "A" and "B" crew employees working overtime on these shifts will not receive the Exception premium levels but instead shall receive the normal shift premiums applicable to the hours they work as defined in Section 6.10 (A) above.

- (B) When an employee works one (1) or more hours on a shift, prior to the start of his regular shift, or overlaps one (1) or more hours on a shift bonus prevailing on whichever shift the prior or overlapping hours may fall for the prior or overlapping hours only.
- (C) Overtime payments will apply to the shift bonus.

SECTION 6.11 - ABSENCE DUE TO DEATH IN FAMILY

An employee who suffers a death in his family shall be entitled to funeral pay in accordance with the following:

- (A) If the employee is absent from work to attend the funeral of his parent (including stepparent), child (including those legally adopted), stepchild, spouse, grandparent, grandchild, great-grandparent, great-grandchild, spouse's grandparent, spouse's great-grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law (including stepmother-in-law), father-in-law (including stepfather-in-law), brother (including stepbrother and half-brother), sister (including stepsister and half-sister), or dependent who lives in his household, he will be paid for the time lost from his regularly scheduled work shift up to a maximum of three (3) consecutive working days.
- (B) An employee shall be paid for one (1) day to attend services of mourning for a member of family as defined in (A) above who died in another part of the country or world.
- (C) The rate of pay for any of the above shall be the employee's hourly rate or 120% of the employee's incentive base rate, as applicable.
- (D) Employees must have thirty (30) calendar days service to be eligible for such payment.
- (E) An employee otherwise eligible under this Section will be permitted to take his next three (3) scheduled days off following the date of death. For example, if an employee on the "A" shift has a death in the family occurring on Friday (which he works), he would be entitled to take the following Monday, Tuesday, and Wednesday (his next three (3)

scheduled workdays) as his bereavement days off with twenty-four (24) hours of pay.

As an exception to the above, C & D Shift employees, will be eligible for up to thirty-two (32) hours of pay in situations where they are scheduled to work more than twenty-four (24) hours in the three (3) calendar days immediately following the date of death. This payment will exclude any time worked during the thirty-two (32) hour period.

If an employee is scheduled for a sixth day (e.g., scheduled Saturday when death occurs on Wednesday) the employee would be excused from the Saturday schedule as one of his days off and he would be paid at straight time for that day (this example assume an eight (8) hour M-F schedule).

- (F) 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 Section 8.01, the vacation schedule shall be extended by the number of days he is eligible for payment under said Section provided he notifies his Supervisor promptly of the funeral and in sufficient time for the Supervisor to secure a replacement.

SECTION 6.12 - PAY FOR JURY DUTY

- (A) An employee, who on presentation of the proper evidence that he is serving on jury duty, shall receive an amount equal to the difference between eight (8) times their hourly rate or 120% of the incentive base rate, as applicable, and their jury duty fee, whenever such service requires loss of time on a regularly scheduled work day.
- (B) An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. The examination notice is to be shown to the employee's Supervisor or Foreman as soon as is practical.
- (C) Upon receiving notice of having to report for jury duty, an employee shall present copies of such notice to his supervisor, the Union and the Employee Relations Department. Employees on "C" & "D" Shift will not be required to work the night before they are required to report for jury duty. Any "C" or "D" Shift employee who is selected to serve on a jury may move to "A" Shift for the first full week he is required to serve on the jury and for any weeks of jury duty continuing thereafter. "D" Shift employees who elect to move to "A" Shift in accordance with the preceding sentence will be required to work only up to 11:00 PM the Sunday before they move to "A" Shift.

SECTION 6.13 - PAY FOR TIME LOST DUE TO INJURY

- (A) Day of injury shall be defined as the first day an employee, injured in the plant, suffers an actual loss in earnings due to the injury.
- (B) An employee injured in the factory who is treated in a hospital or sent home for the balance of the shift shall be paid their hourly rate or 115% of their incentive base rate, as applicable, inclusive of shift bonus, for the balance of the shift hours except that total hours paid for the day inclusive of worked time shall not exceed eight (8) hours (or twelve (12) hours, where applicable).

Notwithstanding the above, an employee who is injured after he has completed his scheduled shift and is working overtime shall be paid their hourly rate or 115% of their incentive base rate, as applicable, for the balance of the scheduled overtime hours.

An employee who is injured and unable to continue work while working overtime prior to his regularly scheduled shift shall be paid for overtime worked and his regular shift shall be considered as the first day of injury.

- (C) If an employee works on a lower rate for the balance of the shift hours because of such injury, they will be paid their hourly rate or 115% of their incentive base rate, as applicable, for the balance of the eight (8) hour (or twelve (12) hour, where applicable) shift on the day of injury only. If overtime hours are worked, the rate paid shall be the rate of the job.
- (D) An employee injured in the factory who is treated in the First Aid Department and returns to work the same shift, shall be paid their hourly rate or 115% of their incentive base rate, as applicable, for the time spent in the First Aid Department.
- (E) Time spent in the First Aid room shall also be interpreted to mean treatment in a doctor's office or hospital during the normal eight (8) hour (or twelve (12) hour, where applicable) working shift either directed and authorized by the Company Medical Department or directed and authorized by the State Compensation Board and insurance carrier. It is understood that in the latter case as far as possible such treatment will be arranged for other than working hours. The time allowed under this paragraph will only be the time required to travel to the doctor's office, receive treatment and return to work.

SECTION 6.14 - PAY FOR TIME SPENT IN FIRST AID DUE TO NON-OCCUPATIONAL ILLNESS AND INJURY

- (A) An employee reporting to the Medical Department because of non-occupational illness or injury shall be paid their applicable base rate, as applicable, for time spent in said department.
- (B) An employee authorized to go home because of non-occupational illness or injury shall be paid to the time of such authorization.
- (C) It is understood and agreed that from time to time the serious nature of the non-occupational illness or injury may require an abnormal amount of time to be spent in the Medical Department. Such cases will not be covered in the above provision except as mutually agreed by the Union Bargaining Committee and representatives of Management.

SECTION 6.15 - PAID TWENTY (20) MINUTE LUNCH PERIOD AND BREAKS

- (A) When an employee works four (4) hours of overtime prior to his scheduled shift, he shall receive a paid ten (10) minute break the last ten (10) minutes of the overtime period.
- (B) When an employee works four (4) hours of overtime after his scheduled shift, he shall receive a paid ten (10) minute break the first ten (10) minutes of the overtime period. An employee working five (5) or more hours of overtime after his scheduled shift shall receive an additional paid twenty (20) minute lunch the first twenty (20) minutes following the completion of five (5) full hours of overtime. (Such employee working a twelve (12) hour shift will be entitled to a paid twenty (20) minutes lunch following the completion of his first four (4) full hours of overtime.)
- (C) An employee who works four (4) hours of overtime not in conjunction with his scheduled shift shall only receive a paid ten (10) minute break.
- (D) Also, when an employee works two (2) hours of overtime prior to his scheduled shift, he shall receive a paid ten (10) minute break the last ten (10) minutes of the overtime period.
- (E) When an employee works two (2) hours of overtime after his scheduled shift, he shall receive a paid ten (10) minute break the first ten (10) minutes of the overtime period.

SECTION 6.16 - PAY FOR COMPENSATION BOARD HEARING

- (A) Whenever an employee loses time during his scheduled work day due to required attendance at a hearing of the Compensation Board regarding an

injury suffered at this plant, they shall be compensated for the hours lost at base rate, as applicable, not to exceed a maximum of six (6) hours.

- (B) This clause shall become invalidated if coverage for time lost at Compensation Board Hearings shall be provided by law.

SECTION 6.17 - PAY FOR WITNESS - COMPENSATION HEARING

Any employee who is subpoenaed by the Company to appear as a witness at a Workers Compensation hearing will be paid at their applicable base rate for all hours spent at the hearing.

SECTION 6.18 - MILITARY - ANNUAL TRAINING

An employee with seniority, who is a member of a reserve component of the Armed Forces, who is required to enter upon active annual training duty or temporary special service shall be paid the difference between the amount of pay they received from the Federal or State Government for such duty and normal weekly earnings, calculated on the basis of eight (8) (or twelve (12), where applicable) times their hourly rate or 120% of their incentive base rate, as applicable, multiplied by the number of their regularly scheduled days for time lost while on such duty not to exceed twenty (20) days annually. Such items as subsistence, rental, travel allowance and non-scheduled work days shall not be included in determining pay received from the government. It is understood that the employee will give the employer as much possible notice of training dates as possible and copies of supporting documents, etc., ordering the employee to training.

SECTION 6.19 - MILITARY SERVICE - PHYSICAL EXAMINATION

Whenever an employee loses time during their scheduled work day due to required attendance for a physical examination prior to entering the Military Service, they shall be compensated for the hours lost at 120% of their incentive base rate in the case of an incentive worker, or the applicable hourly rate in the case of day work employees; not to exceed a maximum of eight (8) hours (or twelve (12) hours, where applicable). These employees will be considered on the 'A' Shift and will be paid for occurrence or for each examination.

ARTICLE VII **SENIORITY**

SECTION 7.01 - BASIS AND PURPOSE

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

It is not the intent of this Section to allow senior employees to bump from shift to shift, station to station, or job to job within a department or from one department to another when short work day or short work week occurs.

When short work day or short work week occurs, senior employees will be given the option to work or not on their work station or job. If no person accepts the work on the job station, junior qualified person on station or job will be required to work.

- (B) Seniority will be counted as continuous service with the Company compiled by the time actually spent on the payroll or for periods of absence as hereinafter specified.
- (C) The starting date for all newly hired or recalled employees will be the calendar day they commence work.
- (D) People hired on the same date will have their seniority position determined by drawing lots. Lots will be drawing the Employment Office on a one time basis. The resulting position will be used for all provisions of all agreements, for their entire employment at Dunlop.

SECTION 7.02 – ESTABLISHMENT

- (A) New employees shall be considered as probationary employees for the first Nine Hundred Sixty (960) hours worked, and shall have no seniority status until they have completed said period, after which time they shall be credited with seniority from their hiring date. Each hour actually worked, will be counted towards the probationary period. Hours shall be counted as straight time hours whether working straight time or premium time throughout the Nine Hundred Sixty (960) hour probationary period. It is understood that the Company has the right to transfer any such employee to any job where further posting is not required or where no person eligible for recall is qualified. It is also understood the Company has the right to terminate any employee during this probationary period. The Union Division Chairman involved and the Union President will be notified as soon as possible if any such action is taken.
- (B) Seniority shall be considered on the job, in the department and in the plant.
- (C) The Business Center Manager and the Division Chairman shall mutually agree where work or a job should be placed for seniority purposes.

- (D) The status of an employee shall be reviewed within sixty (60) days worked to determine if the employee is qualified to continue on the job.
- (E) Up-to-date seniority lists will be posted in all departments.

SECTION 7.03 - LOSS OF SENIORITY

- (A) An employee's seniority is terminated by:

- (1) Termination or discharge.
- (2) Resignation or quit.
- (3) Retirement or Severance Award.
- (4) Unexcused absence for more than three (3) consecutive work days.
- (5) Transferring to non-bargaining unit.

EXCEPTION:

An employee may be requested to transfer to Non-Bargaining Unit work as a temporary supervisor for up to 90 days per calendar year or for 90 days in a twelve month period as a vacation replacement or when the nature of the work dictates so without any loss in seniority.

SECTION 7.04 - DEFINITION OF A JOB

- (A) (1) A job is a job for seniority, overtime and posting purposes when there are four (4) or six (6) hours work per day depending upon scheduled hours of work (eight (8) or twelve (12) hour shifts) and not less than twenty (20) hours per forty (40) hour week under the job title.

- (2) When the above conditions are met or are not met for two (2) successive weeks, the job will be reviewed to determine if a job does or does not exist for seniority or posting purposes. When mutually agreed upon between the Business Center Manager and the Division Chairman, work which totals four (4) or more hours per day may not necessarily have to be posted as a job, if said decision is made to provide work for employees who do not have a full day's work.

~~=(B)=~~ (1) ~~Where several different jobs make up a day's work and it is mutually agreed at the department level that one (1) of the jobs making up the day's work exceeds four (4) hours or six (6) hours depending on scheduled hours, (eight (8) or twelve (12) hour shifts), then the job shall be posted "Job Title (name of job) plus Other Work" and seniority shall be accumulated on the job title.~~

- (2) When normal production requirements provide eight (8) or twelve (12) hours depending on scheduled hours (eight (8) or twelve (12)

hour shifts) work on a "Job Title and Other Work" job for a two (2) week period the "Other Work" will be dropped from the Job Title.

- (C) Where several different jobs make up a day's work and it is mutually agreed at the department level and the primary job (including cycle time in which odd jobs are performed) equals four (4) or six (6) hours depending upon hours scheduled (eight (8) or twelve (12) hour shifts) or more hours but is performed intermittently throughout the day, the job shall be posted "Job Title" (name of job) plus "Odd Jobs" and seniority shall be accumulated on the job title.

SECTION 7.05 - CREW SENIORITY

- (A) (1) All permanent vacancies (stations) in crew are to be filled in accordance with Section 7.07 A & B
- (2) Daily vacancies (stations) in a crew shall be filled by utilizing available manpower or required overtime for such stations prior to any type of progression.
- (3) When additional or temporary (non-scheduled, non- permanent) stations in a crew are needed, Section 7.04(A)(2) shall apply and the additional stations shall be filled by utilizing available manpower or required overtime prior to daily crew progression.

Note: This does not supersede Section 7.04 of the General Agreement.

- (B) If the manpower at a station is reduced or the station eliminated in a crew and the employee(s) affected have seniority over other members of the crew, all stations held by employees of less seniority shall be declared vacant for all crew members.
- (C) A qualified employee who accepts a crew vacancy (station) cannot at a later date withdraw even though he has not physically transferred.
- (D) An employee transferring from another department or from another job in the same department will take the crew station which remains after crew seniority moves have been made.
- (E) An employee working six (6) months continuously in the same crew shall have his plant service considered as crew service.
- (F) A crew is a group of employees working at various stations within a job. Crew means that the crews of all shifts are to be considered as one (1) crew (job).
- (G) An employee who is laid off from a crew because of curtailment of production, but remains in the department on another job shall be given

first chance to revert back to the crew (after crew movement) on which he holds job rights [(six (6) months job service)] if the job reopens within six (6) months from date of layoff.

SECTION 7.06 - TRANSFERS

(A) Qualifications

In determining qualifications for transfer, all facts in reference to the employee's work record will be reviewed.

(B) Service Rights on Transfers

When an employee transfers from one job to another job, his Company service shall be considered job service after six (6) months.

When an employee transfers from one department to another department, his Company service shall be considered departmental service after six (6) months.

An employee who transfers due to job posting shall start to accumulate seniority on the job as of the date of job posting.

- (C) An employee who transfers by accepting a vacancy shall start to accumulate seniority on the job as of the date he accepts the vacancy.

- (D) If an employee has less than six (6) months on a job for which he has posted and the manpower is reduced, the following steps will apply:

Step 1

Affected employee may accept a vacancy in the department.

Step 2

If there is no vacancy, he may displace the least senior employee in the department

Step 3

Affected employee may revert back to the job shift and/or the department in which he holds job and/or department rights (six (6) months job and/or department service) providing his seniority entitles him to return to the shift job and/or department and provided the affected employee did not post for the job after having received layoff notice. It must be understood that the affected employee shall have the right to displace a senior employee who has moved into his position only by virtue of the affected employee posting off the job. All other affected employees revert back to

their original positions. In the event the affected employee posted for the job after having received layoff notice, the normal layoff procedure will apply. In the event the affected employee exercises rights under Steps 1 and 2 of the above procedure, he automatically waives his rights to return to his former job and/or department (six (6) months service).

In a department, an employee who has transferred to another job within the department because of curtailment of production shall be given first chance to revert back to the job on which he holds job rights (six (6) months job service) if the job reopens within six (6) months from date of layoff.

(E) Consolidation of Jobs

When jobs are consolidated into one (1) job, or jobs, the people who have seniority on the jobs affected will be offered and placed on the new job in seniority order. They will carry their seniority on to the new job. In the event there is a layoff as a result of a job consolidation, employees on the new job will be given the option, by seniority, to accept the layoff or stay on the consolidated position. In the event sufficient volunteers are not identified, the employees with the least seniority will be laid off. Layoffs will be handled in accordance with Section 7.09 of the General Agreement.

(F) Movement of Job to Another Department

When a job, work or equipment is moved from one department to another, the people who have seniority on the job will have the right to move with the job, providing the job, work or equipment transferred requires four (4) hours of work per eight (8) hour shift or six (6) hours per twelve (12) hour shift as performed in the new department. They will carry their seniority into the new department.

(G) Dividing a Job into Separate Jobs

When a job is divided up into separate jobs (the same or similar work exists in the separate jobs), the people who have seniority on the job affected will be offered and placed on the new jobs in seniority order. They will carry their seniority on to the new job.

(H) The Company and the Bargaining Committee shall mutually agree to a solution regarding any complex situation that may arise due to the application of Section 7.06.

SECTION 7.07 - PROMOTIONS AND PERMANENT TRANSFERS

(A) Filling Vacancies within a Job, or Station

- (1) A Job Selection Sheet will be maintained in each department, in seniority order with the names of employees who have applied for the various shifts or machines within their jobs, for the purposes of movement. Such Job Selection Sheet shall have a space that will allow the employee to indicate the following information: Name, Date, Badge Number, Seniority Date, Current job and Desired Shift and Machine in priority order.

An employee must list any and all shifts and machines within their jobs or stations that they desire in order to be eligible for the openings when they occur. In addition, a shift or machine priority should be indicated on the Selection Sheet should several openings occur at the same time. The Job Selection Sheet will be available four (4) times per year, during the first two weeks of December, March, June and September, for a period of fourteen (14) calendar days, at which time employees may revise their selections. The choices on the Job Selection Sheets will become effective January 1, April 1, July 1 and October 1.

A revised copy of the selection Sheet will be supplied to the Division Chairman and posted in the department.

- (2) A five (5) day period immediately following the effective date will be allowed to make corrections to errors appearing on the Selection Sheet.
- (3) Existing selections will remain in effect unless changes are submitted during the change eligibility period.
- (4) When an opening occurs within the department, within the employees job or station which the Company decides to fill, the Job Selection Sheet will be consulted. The high senior person on the Job Selection Sheet, will be awarded that shift or machine.

(B) Filling vacancies within Department and Plant

- (1) The job opening will be posted for four (4) working days (96 hours) in the Department and in the plant, giving a description of the job involved, the shift, and indicating the number of openings, during which time employees may sign for such opening. Employees from the home Department, who sign the posting will be given preference by seniority. In the event no Department employee signs the posting,

the employee with high plant wide seniority who signs the posting and meets the language found in Section 7.06 paragraph (A), will be awarded the position.

Signatures will be accepted for in the guardhouse only. Employees must show their plant identification card to sign or remove their name from a particular posting during the applicable posting period.

Where this job application procedures found in Subsection (B) results in a "chain" of vacancies, the procedure will be utilized for three (3) times (including the original posting) and the fourth resultant vacancy may be filled in any other manner as may be determined by the Company. (Exception "A" shift jobs)

- (2) In the case of an opening created by a retirement only, the effective date for canvassing such shift selection will be no more than 60 days prior to the last date worked for the retiring employee. The seniority date used for filling this vacancy will be the candidate's seniority as of the last day of work for the retiring employee.

(C) An employee transferred through 7.07 (B) will not be considered for another permanent vacancy under the procedure until twenty-four (24) months have elapsed from the date of his last job move under this Article (eighteen (18) months if the award was to a job classification within the same department). An employee who is hired on a job will not be considered for a permanent vacancy under the Job Application Procedure until twenty-four (24) months has elapsed from his employment date, provided that after other applicants with more than twenty-four (24) months of service have been considered, such applications may be honored by mutual agreement.

(D) The employee who is awarded the job under this Section 7.07 must accept the job unless, prior to transfer and beginning work on the job, they sign for and qualify for another opening. They will be allowed only a one time application of this exception.

(E) The successful applicants, if any, will be notified of their acceptance for the job as soon as practicable after the position is declared open, and shall normally be transferred to the new job not later than ten (10) working days after the position is declared open by the posting. If the successful applicant is not moved within such time period, after thirty (30) calendar days he will be paid the higher of his current rate or the maximum rate of the new job until the transfer is made. If the employee is not moved within this thirty (30) day period, the Division Chairman, Manager of Employee Relations and Business Center Manager will meet to discuss the applicable timeframe for the movement of the applicant. The successful

applicants selected for the job vacancies will be posted and the Division Chairman will be notified of who has been selected for each vacancy.

(F) If the transferred employee fails to qualify, he will be returned to his former job provided it has not been filled. *If filled, he shall be placed into any Plant vacancy and, if no vacancy exists, he may exercise his seniority to displace employee with the least plant-wide seniority where he is qualified to perform the job under Subsection (I) below.* In that event, however, he will not be considered for permanent vacancies under the Job Application Procedure for a period of twenty-four (24) months. The Company may fill the transferred employee's job at any time.

(G) When reductions are occurring in a department simultaneously with open jobs being filled in the same department, employees being reduced may be transferred to open positions

(H) The following shall apply with reference to the Medium Truck Radial Departments:

- (1) Employees who accept any and all job promotions or transfers into and within the Medium Truck Radial Departments shall not be Considered for any other job applications under this Section for a two year period.
- (2) Any employee disqualified from a job in the Medium Truck Radial Departments shall not be eligible for any other job in the Medium Truck Radial Departments for a two (2) year period.
- (3) Any employee occupying a Medium Truck Radial Departments job is not subject to any layoff unless a more senior employee on the recall list has exhausted all S.U.B. due to exhaustion of credit units.

It is not the intent to have a time lapse between exhaustion of S.U.B. and date of recall.

- (4) The above applies to maintenance jobs in the Medium Truck Radial Departments as well.
- (5) The Company will establish formal training programs on all jobs in the Medium Truck Radial Departments.

(I) (1) An employee with three (3) or more years of service applying for or accepting a job assignment who has put forth the proper effort but is found not adapted to the job and thus disqualified, shall take a vacancy for which he is qualified or

- (2) If there are no vacancies, the disqualified employee shall displace the employee of least Company service, if qualified. In no case shall this movement exceed the disqualified employee's total Company service.

(3) If not qualified for the job of the employee with least Company service, he shall move up the seniority list until finding a job for which he is qualified. Such movement cannot exceed the disqualified employee's total Company service and in no case shall such displacement go beyond employees with three (3) years Company service.

(4) The employee displaced due to the application of paragraph (3) above shall, if qualified, be placed in the following manner:

- (a) Be assigned to a normal opening within the department, or
- (b) Displace the employee of least departmental service in the department, or
- (c) If the displaced employee cannot be placed under (a) or (b) above, he shall be transferred to a vacancy for which he can qualify.

If there are no vacancies, he may displace the employee with the least seniority in the plant if he can qualify. If not qualified to displace the employee with the least Company service, he shall be laid off and placed on the recall list.

(5) If the displaced employee is placed under (4)(b) the employee with the least departmental service shall be transferred to a vacancy for which he can qualify. If there are no vacancies, the employee may displace the employee with the least seniority in the plant, if qualified. If not qualified to displace the employee with the least Company Service, he shall be laid off and placed on the recall list.

(6) An employee with less than three (3) years service applying for or accepting a job assignment who has put forth the proper effort but is found not adapted to the job and thus disqualified shall take a vacancy for which he is qualified or if there are no vacancies, displace the employee of least Company service, if qualified. If not qualified to displace the employee with the least Company service, he shall be laid off and placed on the recall list.

(J) When jobs are consolidated into one (1) job under Section 7.06 (E), employees who were on one of the consolidated jobs as a result of a transfer through the Job Application Procedure will have the above referenced restrictions lifted. These restrictions will remain for employees who were hired on a job that was consolidated

(K) When an employee has been absent from a job for a period exceeding six (6) calendar months due to any inactive status, the position shall be declared a vacancy subject to permanent filling under this Section 7.07. If the medical evidence indicates a permanent inability to perform the job

seniority dates will be adjusted so that junior laid off employees will not gain seniority.

- (C) In the event a laid off employee is not recalled in accordance with the terms of this Agreement, he shall be recalled immediately without loss of seniority and will be compensated for all benefits in all agreements with the Company, provided the laid off employee or Union filed a grievance with the Company within seven (7) working days of the laid off employee's proper recall date. The least senior employee shall be returned to layoff status without any notice of layoff.
- (D) Laid off employees that are recalled and return to the same job or department must re-establish their six (6) month job and department service, as if they were new or transferred employees.
- (E) It is the responsibility of laid off employees to keep the Personnel Department notified of their current address at or by which they may be reached and the laid off employee shall notify the Personnel Department of any change in their address either by certified mail or by giving notice in person to the Personnel Department for which they shall receive a signed receipt. If the Company is unable to contact laid off employees by certified mail at their last recorded address on file, they shall be removed from the recall list and considered as quit.
- (F) When vacancies exist which necessitates a number of recalls, the vacancies which exist at the point of recall shall be offered to the persons recalled in seniority order. A laid off employee being recalled shall be contacted by phone and given a scheduled time for selection of job. A laid off employee who cannot be contacted by phone, shall be notified by certified mail. A laid off employee notified by certified mail will not be schedule for selection of job sooner than forty-eight (48) hours from the time of sending of certified mail. A laid off employee who is not present at the scheduled time for selection of job, shall be bypassed and the next laid off employee on the recall list will be offered the vacancies.
- (G) A laid off employee subject to recall must inform the Company of his intentions to return to work within a seventy-two (72) hour period after certified mail has been sent by the Company. If the laid off employee subject to recall desires to return to work, he must do so within fourteen (14) days after receipt of notice. A laid off employee shall be removed from the recall list and considered as a quit if he fails to comply with the above paragraph (G).

expiration date of "One Week Notice of Layoff." If an employee completes six (6) months job or departmental service within the "One Week Notice of Layoff" then his plant service date becomes his job and departmental service date.

(G) Job Layoff - Same Date - Less than Six (6) Months

Departmental seniority will govern on a job layoff when it affects employees who have the same job seniority date and have less than six (6) months departmental service.

(H) Departmental Layoff - Same Date - Less than Six (6) Months

Plant seniority will govern on a departmental layoff when it affects employees who have the same departmental seniority date and have less than six (6) months departmental service.

(I) Employees with the least plant seniority will be laid off out of the plant. The Company and the Union recognize that this cannot be strictly adhered to due to training. Where such deviations are required, they will be negotiated between the Company and the Bargaining Committee.

Those persons negotiated under the above conditions to remain for training purposes shall not gain seniority for that period.

(J) An employee laid off his shift, but remaining on the job, shall have the right to exercise shift preference on the job according to seniority.

SECTION 7.09 - LAYOFF ON THE JOB

(A) Employees laid off their job must take existing departmental vacancies, if qualified. If not qualified for existing departmental vacancies, they must take existing plant vacancies, if qualified. If not qualified for existing plant vacancies, or there are no plant vacancies, they shall be laid off and placed on the recall list.

(B) When employees are laid off their job and there are no departmental vacancies, the employees with the least departmental service will be laid off their job out of the department. These jobs will be posted in the department. The resulting vacancies will be offered and placement made to the employees laid off their jobs in seniority order. If not qualified for these jobs, they must take existing plant vacancies, if qualified. If not qualified for existing plant vacancies, they shall be laid off and placed on the recall list.

SECTION 7.10 - LAYOFF OUT OF DEPARTMENT

- (A) *Employees laid off out of a department must take existing plant vacancies, if qualified. If not qualified for existing plant vacancies, they shall be laid off and placed on the recall list.*
- (B) *When employees are laid off out of a department and there are no plant vacancies, the employees with the least plant seniority will be laid off out of the plant. These jobs will be posted in the department. The resulting vacancies will be offered and placement made to the employees laid off out of their departments in seniority order. If not qualified for these jobs, they will be laid off and placed on the recall list.*
- (C) *Employees with six months of service in a department who, because of curtailment of production, have been laid off out of their department, shall be given the opportunity to return to an opening in that department in seniority order within six (6) months of the layoff date, with full departmental seniority. Provided, however, that this opportunity shall be available only after the bid procedure under Section 7.07 **(A & B)** is exhausted within the department, but before the opening is offered to an employee from outside the department. Employees who elect to return to an opening in such department, for which they are not qualified, pursuant to this section will not be considered for another permanent vacancy, outside the department, under the job application procedure until eighteen (18) months have elapsed from the date they returned to their previous department.*

SECTION 7.11 - LAYOFF EXCEPTIONS

- (A) (1) *If included in the list of jobs as stated in Section 7.09 and 7.10, there are the following classifications (Clerical, Drivers, a job or jobs in the Graded Mechanical Department and any other job mutually agreed upon by the Company and the Bargaining Committee) for which such displaced employees cannot qualify, the employees next in order on the list of least seniority in the production division shall be laid off and the vacancies resulting from such layoff will be offered to these employees. If not qualified for these jobs, they shall be laid off and placed on the recall list.*
- (2) *Employees who remain in the plant on jobs (because of certain skills) when under normal conditions they would have been laid off, shall be considered employees on optional jobs as defined in Section 7.11(A)(i).*
- (3) *When the work force is reduced, resulting in employees leaving the plant, a list of Optional Jobs will remain posted on the main bulletin*

board. Interested employees may report to the Personnel Department, if they have the necessary qualifications they will be considered for the optional job. Management reserves the right to award the jobs depending on the circumstances that exist at the time.

- (B) The employees displaced above, if qualified, may take any of the above named Optional Jobs occupied by employees with less service. If not qualified, they shall be laid off and placed on the recall list.
- (C)
 - (1) Management and the Union recognize that a junior employee may remain on an Optional Job and that a senior employee may be placed on the recall list. In these cases the employees must remain on the job and will not be allowed to sign a posting in the department or plant until such time as his seniority would be equal to that of the employee to be recalled.
 - (2) The intent being that the employee on the Optional Job will not move to a better job in the department or plant over senior employees that are on the recall list.
 - (3) Employees that remain on Optional Jobs that have received layoff notices shall be in the same position as a transferee.
- (D) Notwithstanding any provisions to the contrary in this Article VII or its past practice, the parties recognize that the skills must be preserved in certain limited "critical classifications" during periods of layoff and bumping. Therefore, it is agreed that no employee will be permitted to bump into the critical classification list set forth in this subsection unless they have been permanently classified in such job classification within two (2) calendar years of the proposed bump (absent mutual agreement of the parties or the existence of an opening in such classifications which does not call for a displacement):
 - (1) The job classifications in the Medium Truck Radial Division as referenced in Section 7.07(H) and
 - (2) The Department 201 Banbury Operations on Banburies #6, #7, #8, #11, and #12 (Job Codes 849, 870, 893, and 874) and
 - (3) Operator (Job Code 854) in Department 618; and Extruder Operators (Job Code 866) in Department 204, and (Job Code 846) (Job Code 883).
 - (4) In Department 202 Calendaring (Job Code 734).

The following Job Codes will not be subject to the restrictions of this Subparagraph and will be assumed as eligible to move to the following protected jobs:

- Dept. 201 Banbury Operations (job Codes 849, 870, 874, 893, 772, 850, 871, 875, 894).
- Extruders in Department 618 (Job Codes 854, 839).
- Extruders in Department 204 (Job Codes 846, 866, 883, 783).
- Calendar in department 202 (Job Codes 734, 763).

This paragraph does not create or expand crews and is limited to permitting certain Job Codes to move, in the event of layoff, to otherwise protected critical classifications.

SECTION 7.12 - CREW LAYOFF

After the qualifying period of six (6) months, should schedule changes necessitate reduction of force, the employees would move downward in the reverse of crew seniority until he had reached the lowest or starting position of the crew. He would hold on Company service and other men with less Company service would be laid off over him.

SECTION 7.13 - IMPROPER LAYOFF

In the event an employee is laid off inconsistent with the terms of this Agreement, such employee will be reinstated without loss of seniority and will be compensated for all benefits in all Agreements with the Company, provided the employee or Union files a grievance with the Company within ten (10) working days after receipt of the Company's notification of layoff. The Company and the Bargaining Committee can mutually agree on a settlement other than the above if they so desire.

SECTION 7.14 - MEDICALLY RESTRICTED EMPLOYEES

This Section shall govern the parties' rights and obligations with respect to the transfer of an employee to an alternative position, either as a reasonable accommodation under the ADA or in accordance with the FMLA.

(A) If the Company determines that it must make a reasonable accommodation or decides to transfer an employee to an alternative position (including a different shift), and that accommodation or transfer may be in conflict with this Agreement, the Company shall bring this matter to the attention of the Union.

(B) In the event the parties are unable to reach agreement on a accommodation or transfer (or alternative arrangement), the Union shall have recourse to the grievance procedure and the Company shall be privileged to make the

accommodation and transfer, pending arbitration, provided that no incumbent shall be displaced from his position other than by mutual consent.

- (C) Should the Union elect to pursue the dispute to arbitration, the Arbitrator shall decide whether the employer's action is in violation of this Section considering the parties' obligation under the ADA and FMLA.
- (D)
 - (1) In addition to the above, an employee who has ten (10) or more years of Company service who becomes permanently disabled within the meaning of the ADA and by reason of such disability cannot perform the essential job function of his regular classification, shall take any vacancy for which they are qualified. It is agreed that all job vacancies otherwise subject to the Promotions and Permanent Transfers procedure set forth in Section 7.07 can be waived by mutual agreement between the Company and the Bargaining Committee for these cases, thereby creating vacancies.
 - (2) If not qualified for any job vacancies, such employee may exercise his Company seniority to displace the least senior employee in the plant, moving up the seniority list until he finds a job for which (s)he is qualified. In no case will this move displace employees with three (3) or more years of Company service.
 - (3) An employee displaced under Subsection (D)(2) above shall be transferred to a vacancy within the department, or displace the employee of least department service in the department.
 - (4) If the displaced employee cannot be placed under Paragraph 3 above, he shall be transferred to a plant vacancy for which (s)he can qualify. If there are no vacancies, (s)he may displace the employee with the least seniority in the plant, if (s)he can qualify. If not qualified to displace the employee with the least Company service, (s)he shall be laid off and placed on the recall list.

SECTION 7.15 - RECALL

- (A) Laid off employees subject to recall shall be recalled in seniority order whenever vacancies occur for which they are qualified.
- (B) The Company and the Union recognize that when a number of laid off employees are recalled, all the laid off employees that are recalled may not start back to work on the same date. If junior laid off employees start back to work before senior laid off employees,

seniority dates will be adjusted so that junior laid off employees will not gain seniority.

- (C) In the event a laid off employee is not recalled in accordance with the terms of this Agreement, he shall be recalled immediately without loss of seniority and will be compensated for all benefits in all agreements with the Company, provided the laid off employee or Union filed a grievance with the Company within seven (7) working days of the laid off employee's proper recall date. The least senior employee shall be returned to layoff status without any notice of layoff.
- (D) Laid off employees that are recalled and return to the same job or department must re-establish their six (6) month job and department service, as if they were new or transferred employees.
- (E) It is the responsibility of laid off employees to keep the Personnel Department notified of their current address at or by which they may be reached and the laid off employee shall notify the Personnel Department of any change in their address either by certified mail or by giving notice in person to the Personnel Department for which they shall receive a signed receipt. If the Company is unable to contact laid off employees by certified mail at their last recorded address on file, they shall be removed from the recall list and considered as quit.
- (F) When vacancies exist which necessitates a number of recalls, the vacancies which exist at the point of recall shall be offered to the persons recalled in seniority order. A laid off employee being recalled shall be contacted by phone and given a scheduled time for selection of job. A laid off employee who cannot be contacted by phone, shall be notified by certified mail. A laid off employee notified by certified mail will not be schedule for selection of job sooner than forty-eight (48) hours from the time of sending of certified mail. A laid off employee who is not present at the scheduled time for selection of job, shall be bypassed and the next laid off employee on the recall list will be offered the vacancies.
- (G) A laid off employee subject to recall must inform the Company of his intentions to return to work within a seventy-two (72) hour period after certified mail has been sent by the Company. If the laid off employee subject to recall desires to return to work, he must do so within fourteen (14) days after receipt of notice. A laid off employee shall be removed from the recall list and considered as a quit if he fails to comply with the above paragraph (G).

- (H) A laid off employee removed from the recall list pursuant to paragraphs (E) and (G) above, for a reason other than refusal of recall, he will be reinstated to the recall list if he reports in person to the Personnel Department within thirty (30) days from the date of sending certified mail (notice of recall) providing he has a reasonable excuse for his failure to report earlier.
- (I) When recalling a laid off employee for job that requires a long training period and conditions are such that production will be hampered, the Bargaining Committee and Company may mutually agree to recall laid off employee out of seniority order that are best qualified for the job.
- (J) A laid off employee subject to recall with less than two (2) years seniority, shall be carried on the recall list for five (5) years. If rehired within five (5) years from date of being placed on the recall list, employee shall receive credit for seniority held at the time of placement on recall, plus seniority credit for time on recall not to exceed two (2) years.
- (K) A laid off employee subject to recall with two (2) years or more of seniority when laid off shall be carried on the recall list indefinitely. If rehired, he shall receive credit for seniority held at time of layoff, plus seniority credit for time laid off not to exceed two (2) years.
- (L) Twelve (12) or more months after an employee is laid off, the Company will send a registration form by certified mail to his last recorded address. A similar form will be mailed to his last recorded address not more often than each twelve (12) months thereafter. In order to retain his recall rights, the laid off employee subject to recall is required to complete the form indicating whether or not he wishes to retain his rights and to send the form by certified mail to the Company Employment Office within thirty (30) days from the date the registration form was mailed to him. Laid off employees that do not return the registration form within thirty (30) days time limit, shall be removed from the recall list and considered as a quit.
- (M) Laid off employees shall be given a copy of this provision (Section 7.16) at the time of exit.

SECTION 7.16 - SENIORITY SHIFT PREFERENCE

- (A) It is agreed that the department or departments having fixed shifts or rotating shifts shall remain as such for the life of this Agreement. Whenever fixed shifts prevail, senior employees shall

have shift preference on their regular jobs. Any employee who declines to change to a shift when entitled to do so will remain on the original shift, but must wait until there is another vacancy before again becoming eligible for transfer. When an employee declines to move up in turn, the next senior employee entitled to do so will have his choice. In order that there may be no misunderstanding or confusion in seniority shift change-over, it is understood that employees will be placed on proper shifts in a manner which will not interfere with the normal flow of production.

- (B) Employees on a job or station whose shift is affected by four (4) or more hours from the normal starting time, may at that time, exercise shift preference on the job according to seniority. All jobs of employees with less seniority shall be declared vacant.

SECTION 7.17 - UNION REPRESENTATIVES

- (A) All five (5) executives of the Union; President, Vice President, Secretary Financial Secretary and Treasurer; during their term of office, shall hold top seniority rights in the plant in respect to layoff only.
- (B) Members of the Bargaining Committee; President, Vice President, Division Chairmen, and Union Time Study Representative shall work regularly on the first shift during their term of office. Whenever a member of the Bargaining Committee or Union Time Study Representative is on other than the first shift, he shall move to the first shift on his regular job and the first shift employee with the least seniority on the job shall move to whatever shift position on the job his seniority entitles him to. In the case of a job with rotating shifts, the other two (2) occupants shall rotate on 'B' and 'C' Shift.

The Company and the Bargaining Committee shall mutually agree to any complex situation that may arise due to the application of Section 7.17(B).

- (C) Members of the Bargaining Committee and Union Time Study Representative who have displaced employees on the first shift as a result of Section 7.17(B) of the General Agreement, shall, if relieved of this Union position, return to the shift and job that they left, unless layoff moves occur on their job. If this occurs, they will take their seniority position. The employee displaced from the first shift as a result of move above shall revert back to his former shift, even though there may be senior persons on other shifts with

more seniority, unless other layoff moves occur on their job during this period. If this occurs, they shall remain where they are.

- (D) In order for a member of the Plant Bargaining Committee or Union Time Study Representative to hold office, he shall be restricted to signings for 'A' Shift postings. In the case of layoff from job, members of the Plant Bargaining Committee or Union Time Study Representative will hold top seniority rights on the job. In the case of elimination of an operation, the member of the Plant Bargaining Committee or Union Time Study Representative affected will displace the employee with the least service on the first shift in his department. In the event that the department is eliminated, the member of the Plant Bargaining Committee or Union Time Study Representative affected will displace the person with the least seniority in his division on the first shift. On a plant layoff the provision of this Agreement shall apply.

- (E) Chief Committeeman

In the case of layoff only, the Chief Committeeman during his term of office shall hold top seniority rights in the department. The provisions of the Agreement shall apply up to the point of layoff out of the department, at which time the Committeeman will hold over employees who may have more seniority. On a plant layoff the provisions of this Agreement shall apply.

- (F) If vacancies occur in the department within a six (6) month period from the point where a Chief Committeeman held over other employees with more seniority, the Chief Committeeman may post from such vacancies after department postings, along with the laid off employees who are exercising their rights under Section 7.06(D) of the Agreement.

- (G) The Company and the Bargaining Committee shall mutually agree on any solution and complex situation involving super seniority as consistent as possible to the above rules.

- (H) The President and Vice President will be paid their hourly rate or in the case of an incentive employee their AE, AEIR or ASTHE, whichever is highest up to a maximum of eight (8) hours per day for time lost from the job due to attending arbitration hearings, provided another Union representative is not replacing them while attending the arbitration hearing.

- (I) It is the intent of the Company to provide Union representatives with the necessary time required for investigation of problems

and/or grievances within their divisions, providing the reason and advance notice is given to the Business Center Manager.

The Company agrees to allow each Division Chairman to be off his job as follows: Monday through Friday - 2 hours per day. This time will be used in the plant to investigate problems, grievances, or attend meetings scheduled by management and will be the last part of the Division Chairman's shift. When the Division Chairman is required to attend meetings scheduled by the Company outside of the above agreed upon time periods and there is an issue as to whether such time is to be charged, the Manager of Employee Relations will resolve such problems with the President of the Union.

(J) Union Health and Safety representative

- (1) The ideal lineup in fact at the time of the appointee's appointment shall be considered as permanent in the event of the appointee's return.
- (2) The opening created by the appointee shall be considered a permanent opening and will be offered as such per the contract.
- (3) The resulting opening shall be filled by the Utility Person and shall not be considered a permanent vacancy.
- (4) The appointee shall not be scheduled for six (6) day operations.
- (5) The appointee will not be allowed to bump people off for Saturday work.
- (6) Daily overtime shall be offered to the appointee per contract and departmental agreements.
- (7) The appointee shall not be required to work the open shift.

SECTION 7.18 - LEAVE OF ABSENCE

(A) Mutual Agreement

An employee, upon his or her request may be granted a temporary leave of absence not to exceed three (3) months (Less any FMLA leave taken) provided it is agreed upon by the Company and Bargaining Committee. Job or Company service is not accumulative during the period of leave unless mutually agreed upon by the Company and the Bargaining Committee. A leave of absence may be extended beyond the three (3) month period, provided it is mutually agreed to by the Company and

Bargaining Committee. The employee must make such request before the expiration of his leave and submit evidence of sufficient reason for the extension.

(B) Union Members

Any member of the Union being elected or selected for office or as a delegate for specific Union activities with USWA AFL-CIO, or any State or Federal Department of Labor necessitating leave of absence shall apply for and receive a leave of absence without pay not exceeding the term of office. During this leave of absence, the employee will accumulate seniority rights in respect to job placement and shift preference and on return will be reinstated to the same or an equivalent job at the prevailing rate of pay for that job. Under this provision, consideration shall be given by the Union to the needs of the job and the possible handicap to the employees.

(C) Military Leave

Any employee covered by this Agreement who leaves the employment of the Company to enter the Armed Forces either by enlistment or draft under the Selective Service and Training Act of 1940 as amended, the Selective Service Act of 1948, or any other similar Federal Legislation which may be passed, shall be granted a leave of absence until such time as his required service in the Armed Forces is terminated. His seniority will accrue during such leave as will the privileges to which he is entitled by virtue of such seniority, provided that the employee makes application for his job within ninety (90) days after receiving discharge other than dishonorable, and further provided that the employee is capable of performing the work required by his job in a proper manner. The Company will make every reasonable effort to place employees who may become handicapped during such service. Notwithstanding the above, an employee with thirty (30) working days service who is required to enter active duty in the Armed Forces for a period of less than six (6) months will be granted a leave of absence for the period of such service.

(D) Illness and Injury

An employee who becomes ill or is injured and whose claim of illness or injury is supported by a Medical Doctor's Certification shall be granted a leave of absence to cover the period of such illness. Seniority will accumulate for first two (2) years of such leave (less any FMLA leave taken). In the event there is a disagreement between the Employer's physician and the employee's physician regarding the medical evidence concerning the disability, the question shall be submitted to a third physician selected by such two (2) physicians. The medical opinion of the third physician after examination of the employee and consultation with

the other two (2) physicians shall decide such question. The expenses of the third physician shall be borne jointly by the Employer and the employee.

(E) Government

An employee who leaves the employ of the Company as a result of being elected or appointed to a public office, shall be reinstated upon application provided he can qualify under the seniority rules, is physically capable of performing the work required and applied for reemployment within thirty (30) days after the end of his tenure in such office. The employee shall notify the Employer in writing of his intention of accepting such office and shall inform the Employer of his status at annual intervals thereafter. Such employee shall accumulate service not to exceed a total of six (6) years for any or all such periods.

(F) Community Service

An employee who leaves the employ of the Company as a result of being appointed to an office of a non-profit Community Service Organization and applies for reemployment within thirty (30) days after the end of his tenure in such office, shall be reinstated to the job he held at the time he was granted such leave or to some other job, provided he can qualify under the seniority rules and is physically capable of performing the work required.

The employee shall notify the Company in writing of his intention of accepting such office and shall inform the Company of his status at yearly periods thereafter. Such employee, if reemployed, shall receive credit for seniority held at time of leave plus seniority credit for time on leave not to exceed two (2) years.

(G) Peace Corps

An employee with two (2) or more years of service credit who leaves the employ of the Company to enter service in the Peace Corps under the Peace Corps Act of April 27, 1962, will, upon application, be reinstated and placed in accordance with his seniority provided he is physically capable of performing the work required and applies for reinstatement within ninety (90) calendar days following the completion of not more than two (2) years of such service. Upon reinstatement, he shall be credited with the service date he had at the time he left the employ of the Company. An employee entering the Peace Corps shall present evidence of his appointment at the time he leaves the employ of the Company.

(H) An employee with one (1) or more years of service who is an officer on full-time duty with the Dunlop Employee's Federal Credit Union, will,

upon application to the Industrial Relations Department, be granted a leave of absence. The leave shall be for a period of not more than one (1) year (or for a two (2) year period) subject to renewal upon written application. An employee on such leave shall accumulate seniority and when his tenure in such office has ended must make application for reinstatement within twenty (20) days, whereupon he shall be placed on his previous or comparable work, consistent with his seniority, provided he is able to do the work.

(I) Family and Medical Leave

- (1) Eligible employees, as defined under the Federal Family and Medical Leave Act ("FMLA"), are entitled up to a total of (12) twelve weeks of unpaid leave during any 12-month period.
- (2) FMLA leave may be taken for the following reasons:
 - a. Birth or adoption of a child or the placement of a child for foster care;
 - b. To care for a spouse, child or parent of the employee due a serious health condition;
 - c. A serious health condition of the employee.
- (3) Employees will have their own individual 12-month periods, measured backwards from the date a requested leave would begin. The combined leave of a husband and wife who both work for the Company is limited to twelve (12) weeks for leave due to the birth, adoption or placement of a child or to care for an ill parent.
- (4) The employee may elect to substitute any accrued and unused paid vacation, provided that sufficient vacation is retained for the contractually agreed upon vacation shutdown periods. No SUB will be paid. If paid leave is substituted, the FMLA leave period is not extended: FMLA leave runs concurrently with any substituted paid leave period. "Paid leave" for purposes of this Section is counted against the employee's FMLA leave entitlement.
- (5) Time on FMLA leave (other than where accrued and unused vacation is applied) will not be considered hours worked or days worked for purposes of determining eligibility for additional FMLA leave or for calculation under the plant-wide bonus plan.

- (6) Seniority will be accrued during FMLA leave in accordance with this Section, subject to other maximum leave provisions under the Agreement or other applicable benefit plans.
- (7) Notwithstanding any contrary contract provision or provision of any employee benefit plan, the Company will continue medical coverage during the period of FMLA leave, subject to any contribution by the employee if applicable.
- (8) The employee is required to provide the Company with at least thirty (30) days' advance written notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.
- (9) The Company has the right to require medical certification of a need for leave under this Act. In addition, the Company has the right to require a second opinion at the Company's expense. If the second opinion conflicts with the initial certification a third opinion may be sought, at the Company's expense, and shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.
- (10) Employees may request FMLA leave for time periods other than consecutive weeks when medically necessary or with the Company's agreement in the case of the birth, adoption or foster placement of a child. In these circumstances, the Company may assign the employee to another position (either inside or outside of the bargaining unit) and/or adjust the employee's schedule to better accommodate the leave request or eliminate the need for using FMLA leave.
- (11) The Company may adopt reasonable procedures in accordance with the FMLA, including periodic status reports and recertification of medical conditions while on leave. An employee's failure to follow these procedures or to fulfill his/her other obligations under this Section will subject the employee to discipline. Employees who fail to return from FMLA leave on their scheduled return date shall lose their seniority under Section 7.03 and be terminated from employment unless the employee is unable to return to work due to a serious medical condition and has made arrangements for a continuation of his/her absence on approved medical leave.
- (12) To accommodate an employee's FMLA leave request, the Company may temporarily transfer another employee. The

temporarily transferred employee may be displaced to reinstate the employee returning from FMLA leave.

- (13) As a condition for returning to work, an employee who has taken leave due to his/her own serious health condition must provide certification that he/she is medically qualified to perform the functions of his/her job.
- (14) An employee returning from FMLA leave will be reinstated to the same job or an equivalent position. However, employees on FMLA leave have no greater right to reinstatement to any position than if they had remained on active status.
- (15) Notwithstanding any contrary contract provision or provision of any employee benefit plan, the Company will continue all benefits in accordance with the General Agreement, the Agreement on Pension, Service Award and Insurance Benefits, and the Supplemental Unemployment Benefits Plan, provided the employee has met the eligibility requirements of such benefits, during the period of FMLA leave, subject to any contribution by the employee, if applicable.
- (16) Employees who choose not to return to employment from leave will have their health insurance terminated but will not be required to repay any health insurance premium paid on their behalf during any period of unpaid leave.
- (17) The provisions of this Section are in response to the federal FMLA. The Company shall grant an employee any greater benefits provided under any state or local law, provided the employee satisfies all eligibility and other requirements of the applicable state law.
- (18) The Union agrees that if a dispute arises under this Section and the Union requests medical information which the Company is required to treat as confidential, the Union will deliver to the Company a valid release from the employee(s) whose records are the subject of request. If the Union fails to deliver such release, the Company shall have no obligation to provide the requested information.

SECTION 7.19 - TEMPORARY HELP

- (A) When additional help is needed to cover absentees (sickness, leave of absence, etc.) or vacations or to reduce a temporary backlog of work created by unusual circumstances and a true vacancy does not exist, the employees on the job may move for shift preference. After job progression

movement the job may be covered by offering the job to senior qualified employees within the department if they can be relieved from their regular work without affecting the efficient operation of the department.

Additional help may be obtained by the Company without following normal posting procedure in the following manner:

- (1) Hire people from recall list.
 - (2) Hire new employees.
- (B) An employee placed on a job as a result of (A) above shall not accumulate any job or department seniority rights and will accumulate plant seniority only if he was the senior person on the recall list or has been hired as a new employee.
- (C) An employee placed on a job as a result of (A) above shall be entitled to *overtime work after regular employees on the job have been offered the required overtime work and after the overtime work is offered to the department employees on an extra or general overtime basis.*
- (D) If a department is scheduled for a sixth (6th) day, everyone including these people will come in to do their normal job.
- (E) The Company and the Bargaining Committee will meet to discuss and must mutually agree on the number of temporary employees required and the maximum length of time they will be needed.

SECTION 7.20 - TEMPORARY ASSIGNMENTS

The Company may assign any employee to temporarily work in another job classification, provided that if such assignment is for over one (1) hour, the employees will be paid his hourly rate or the rate of the job to which he is assigned, whichever is higher. There shall be no restriction as to Company's right of temporary assignment and any prior understandings and/or agreements to the contrary, whether written or oral, past practices, departmental agreements, etc., shall be null and void. It is the Company's intent to follow efficient business practices when making temporary assignments under this Section which would normally mean that, absent good business reasons, the senior qualified employee in the classification would be asked to perform the assignment. An employee will not be temporarily assigned to work in another classification outside his Division without his agreement except in cases of emergency.

SECTION 7.21 - WORK WITHIN A CLASSIFICATION

Employees may be assigned to any station, assignment, job, position, work areas, within their job classification. Such station, job, position, etc.,

shall not be subject to the exercise of seniority rights, in bumping, bidding, transfer, temporary or daily assignments or otherwise.

ARTICLE VIII **VACATIONS WITH PAY**

SECTION 8.01 - ELIGIBILITY AND VACATION PAY COMPUTATION

- (A) Employees on the active payroll on December 31st or the end of the Company's fiscal year, whichever is earlier, shall receive vacation with pay in accordance with the following.
- (B) Employees shall be granted vacations with pay in accordance with the following schedule:
 - (1) Completion of 1 year service 2 weeks
Completion of 5 years service 3 weeks
Completion of 15 years service 4 weeks
Completion of 20 years service 5 weeks
Completion of 25 years service 6 weeks
 - (2) Employees shall become eligible for vacation in the month that their anniversary date falls.
- (C) Vacation Pay Computation
 - (1) Each week of vacation shall be two percent (2%) of the previous calendar year gross earnings, including the amount of short work week benefit payments, except for employees completing the first year of service, in which case vacation pay shall be two percent (2%) of the gross earnings during the period from date of hire to anniversary date.
 - (2) The minimum vacation pay for each full week of vacation shall be the greater of (a) or (b):
 - (a) 2% of - previous calendar year gross earnings including any Sick and Accident Supplemental payments that were paid by Dunlop and including the amount of short work week benefit payment; or
 - (b) Forty (40) hours x the production employees Applicable Hourly Rate or 120% of the incentive base rate, as applicable.

Forty-six (46) hours x the employee's hourly rate (as shown on the Graded Mechanical Division key sheet).

- (3) Total money paid to Union members by the Union for working hours lost due to official Union activity shall be reported to the Human Resources Department by the Union Financial Secretary. Credit for this money shall be added to gross earnings of Union members for the purpose of computing vacation pay.
- (D) Any employee entitled to vacation who is laid off, resigns, discharged, retired or accepts severance award, shall be eligible for accrued vacation pay at time of exit.
- (E) (1) Any employee recalled under the provisions of this Agreement will not be eligible for vacation in the calendar year should reinstatement occur on or after December 1st. This provision shall apply regardless of seniority.
- (2) Any employee recalled under the provisions of this Agreement will not be eligible for vacation pay in the calendar year if he resigns before he has worked at least twelve (12) weeks in the calendar year.
- (F) Any employee who has worked during the calendar year and is unable to complete his vacation time by the end of the calendar year, due to sickness or injury, shall receive vacation pay at the end of the calendar year.
- (G) Any employee who is granted a leave of absence by mutual agreement shall receive any accrued vacation and pay at time of exit. Vacation time that is required to be taken at time of plant shutdown will be charged against vacation pay received.
- (H) Employees who are retired on or after January 1st of a calendar year shall receive any accrued vacation pay at time of exit.
- (I) 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 VI, Section 6.12, the vacation schedule shall be extended by the number of days he is eligible for payment under said Section provided he notifies his Supervisor promptly of the funeral and in sufficient time for the Supervisor to secure a replacement.
- (J) In addition to any vacation to which he is entitled pursuant to the above eligibility provisions, an employee who is retired on early or normal pension, or who is retired on a disability pension, will be entitled to vacation pay based on the applicable percentage of his actual gross earnings in the current calendar year as follows:

Completion of 10 years service - 3 weeks - 6.0%

Completion of 15 years service - 4 weeks - 8.0%

Completion of 20 years service - 5 weeks - 10.0%

Completion of 25 years service - 6 weeks - 12.0%

SECTION 8.02 - VACATION ELECTION - SPECIAL

- (A) An employee may elect to count the first week of absence due to illness, non-occupational injury or occupational injury as a vacation week providing such week of absence is medically certified and the week elected is one to which the employee is entitled over and above the vacation weeks that have to be taken during the plant shutdown.
- (B) Employees off due to illness or injury during a plant shutdown for vacations or other reasons shall be entitled to any sick benefit for which he is eligible.
- (C) In the event an employee dies before he has completed the vacation to which he would have been entitled, his vacation pay shall be paid to his beneficiary. If he has no beneficiary, such vacation pay shall be paid to the decedent's estate.

SECTION 8.03 - VACATION PAY IN LIEU OF TIME OFF

- (A) An employee who is entitled to three (3) weeks vacation may elect to receive one (1) week vacation pay in lieu of taking time off from work.
- (B) An employee who is entitled to four (4) weeks vacation may elect to receive two (2) weeks vacation pay in lieu of taking time off from work.
- (C) An employee who is entitled to five (5) weeks vacation may elect to receive three (3) weeks vacation pay in lieu of taking time off from work.
- (D) Any employee who is entitled to six (6) weeks vacation may elect to receive four (4) weeks vacation pay in lieu of taking time off from work.
- (E) New hires who become entitled to two (2) weeks vacation following the summer shutdowns, will be paid one (1) week pay-in-lieu of taking time off from work during that year.

SECTION 8.04 - SPLIT VACATION

- (A) Two (2) vacation weeks to which the employee is entitled over and above the weeks that have to be taken during the plant shutdown period may be split if arrangements are made in advance in the department and providing that the time off is scheduled in the same manner as if the full week were being taken at one time.
- (B) Split week vacations will be paid at the hours scheduled for the day being taken, eight (8), twelve (12) or if needed four (4) hours, as set in 8.04(C) to reach forty (40) hours for C & D shifts; provided, however, that C & D Shift employees shall have the option to be paid only eight (8) hours for a twelve (12) hour day, and thereby be charged only eight (8) hours for that day.
- (C) Employees will be charged against their forty (40) hour entitlement with the number of hours for which they are paid for a split week vacation day. A one (1) time four (4) hour block will be allowed if needed to achieve the forty (40) hour total for that split week of vacation.

SECTION 8.05 - VACATION PERIOD

- (A) The vacation period is the calendar year. Employees that have additional vacation time, over and above the weeks they are required to take during the plant shutdown periods (Section 8.06), may defer the additional time until the following vacation period by making arrangements in advance and with the approval of the Business Center Manager. He must take such vacation time off before the end of the following vacation period with the understanding that current vacations will be given preference in the scheduling of vacation time. The employee who defers vacation time to the following year will receive vacation pay at the time deferment is agreed upon by the Business Center Manager.
- (B) The Company will arrange its vacation schedules giving due consideration to production needs and the desire of employees.
- (C) In scheduling vacations, senior employees will be given preference in the selection of vacation weeks. Seniority used for vacation preference is Company seniority - that is, total working time with Dunlop.
- (D) (1) Each year Management will review the plant vacation program with the Bargaining Committee no later than November 15. The vacation sign-up sheets will be prepared and posted thereafter. The sign-up sheets will specify the number of people permitted off per day for that department. Vacation time will be granted to employees by plant seniority, with full weeks taking precedence over split (except in the case of Thanksgiving

week, where employees can choose to take either full weeks or split weeks of vacation in accordance with the vacation parameters set out for that year beginning January 1, 2005).

- (2) All employees will be canvassed for vacation selection on or about December 1 of each year based on seniority. Prior to the canvass (approximately 2 weeks) Management will identify the number of employees eligible for vacation for each week. A master vacation chart will be posted in each department. Upon vacation selection, Management will update the master schedule identifying the remaining openings.
- (3) Each employee will be allowed, based on seniority, to select the desired eligible weeks according to the vacation schedule. Selection of weeks are not to exceed those which are available to each individual employee.
- (4) Employees who do not select when canvassed will be bypassed and entitled to select vacation weeks based upon available weeks remaining when the canvass is complete. If the bypassed employees desire to select their vacation before the canvass is complete they may do so but will not be allowed to bump those who have previously selected. Employees failing to select vacation will then be scheduled for vacation in accordance with Section 8.05, (D) (5) if elections are not made by May 15th of each year.
- (5) If by May 1st, the Supervisor sees that there will be too many vacation weeks left at the end of the year, he will make a survey and try to expedite the vacations. On May 15th, he will meet with the Division Chairman and Chief Steward and thereafter employees will be scheduled off to expedite the vacation program.
- (6) Employees who have had vacation time approved by their Business Center Manager in an area not involved with the Plant shutdown periods and transfers to an area requiring Plant shutdown periods must reschedule their vacation periods in accordance with Section 8.06 of the General Agreement. In order for an employee not to lose previously arranged vacation plans, the Company will make every effort to grant previously approved vacation schedules. These employees will not be eligible for Unemployment Compensation or Supplement Unemployment Benefits (S.U.B.).

SECTION 8.06 - PLANT SHUTDOWN PERIODS

- (A) The Company may schedule shutdown periods for the entire plant or any part of the plant for the purpose of maintenance, repair, installations, inventory adjustment or vacation. Such shutdown

periods may be scheduled at any time after Memorial Day and prior to Labor Day and/or during the month of December.

The Company will post a notice no later than December 1st for the shutdowns to be scheduled during the immediately following calendar year. The Company may reduce or cancel the shutdown but, only if notice of such change has been posted no later than one hundred twenty (120) calendar days prior to the start of that shutdown period. In the event that a previously scheduled shutdown is cancelled in accordance with the terms of this provision, the Company will, within two (2) weeks of the decision to cancel the shutdown, revise the master vacation chart to account for the additional weeks of vacation liability that were created as a result of the cancellation of the shutdown. Once the additional liability has been calculated, each employee will be allowed, based on seniority, to reschedule only the vacation that has become available as a result of the cancellation of the shutdown according to the revised vacation schedule.

No more than two (2) shutdown periods may be scheduled in a calendar year for any part of the plant. Employees must preserve and use a full week of vacation during each scheduled shutdown period.

The Company shall retain the right to schedule or not to schedule a summer and/or winter shutdown in 2004, 2005 and/or 2006 in accordance with the provisions of this Section 8.06 (A). The parties agree that if either a summer and/or winter shutdown is scheduled in 2004, 2005 or in 2006, they will be scheduled during the following time periods:

<u>2004 Summer:</u>	<u>Shutdown 7:00 AM 6/28/04</u>	<u>Start Up 7:00 AM 7/5/04</u>
<u>2005 Summer:</u>	<u>Shutdown 7:00 AM 7/4/05</u>	<u>Start Up 7:00 AM 7/11/05</u>
<u>2006 Summer:</u>	<u>Shutdown 7:00 AM 7/3/06</u>	<u>Start Up 7:00 AM 7/10/06</u>
<u>2004 Winter:</u>	<u>Shutdown: 7:00 AM 12/24/04</u>	<u>Start Up: 7:00 AM 1/2/05</u>
<u>2005 Winter:</u>	<u>Shutdown: 7:00 AM 12/24/05</u>	<u>Start Up: 7:00 AM 1/2/06</u>
<u>2006 Winter:</u>	<u>Shutdown: 7:00 AM 12/24/06</u>	<u>Start Up: 7:00 AM 1/2/07</u>

- (B) All employees eligible for vacation must save a full week of vacation for each scheduled shutdown week (maximum 2 weeks) to use during contractually scheduled shutdown periods.
- (C) The above shall apply except as the services of eligible employees are required in the Receiving, Shipping, and Mechanical Departments.
- (D) When employees are required to work during the plant shutdown periods, the Company will make every effort to provide vacations at a time which meets the desires of eligible employees.
- (E) Employees required to work shutdown week will be scheduled on shifts consistent with shutdown work activities. Where shifts other than the "A" shift are scheduled, the schedule will be posted by the Thursday proceeding the shutdown and shift selection will be done on a seniority basis. If a holiday falls during this week, it will be observed on the day it falls."
- (F) As an option to the summer shutdown weeks set forth in (A) above, the Company and the Union will meet to explore the scheduling of rolling vacation shutdown periods where limited production is scheduled over a two (2) to four (4) week period with employees staggering their vacations during such period. The parties will attempt to work out options that will enhance the plant's production. No such option will be implemented until and unless the parties have mutually agreed to such option and it is reduced to writing and signed by the Bargaining Board. Absent strict adherence to the above procedure, the Company cannot unilaterally implement such vacation options.
- (G) Scheduling of floating holidays will be done in the same manner as split week vacation under Section 8.04 (A). Otherwise eligible "C" and "D" crew employees who schedule their floating holiday on one of their twelve (12) hour scheduled shifts, will receive eight (8) hours of holiday pay. With prior approval of supervision, they may elect to work the additional four (4) hours (at straight time) or take such time off without pay or SUB payment.

ARTICLE IX
GRADED MECHANICAL DEPARTMENT

This Article will be applicable only to Graded Mechanical jobs. The General Agreement shall govern in cases not specifically provided for in this Article.

SECTION 9.01 - WAGES

- (A) The rate for employees hiring into the Graded Mechanical Department will be determined in accordance with Section 6.01 (B).
- (B) The rate for employees recalled to or transferring to Graded Mechanical job classifications will be the transfer hourly rate of the pay grade of the job. Employees shall then progress from the transfer rate to the maximum hourly rate based upon achieving both quantitative and qualitative performance.

Exception: If a transferring or recalled employee has been qualified in the job classification (been permanently classified in the job classification at maximum rate) within the prior twenty-four (24) months, he will be transferred or recalled to the job classification at the maximum hourly rate.

- (C) Department Mechanics who have achieved the maximum rate of the job classification, who transfer to another station, shall drop to the station transfer rate of the progression and have their status reviewed at two (2) week intervals.

Exception: If a transferring employee has been qualified at that station (been permanently assigned at that station at maximum rate) within the prior twenty-four (24) months, he will be transferred to the station at the maximum hourly rate.

SECTION 9.02 - HOLIDAYS

- (A) When essential maintenance work is scheduled on a holiday, the parties agree that qualified persons must make themselves available for such work to the extent of a number of people required.
- (B) Any employees who accept work assignments on a holiday, and who absent themselves on the day, will not be eligible for any payment for the day unless evidence is presented that absence was justified and reasonable.

SECTION 9.03 - SENIORITY

(A) Establishment

- (1) Seniority shall be established on the station, on the job, in the department.
- (2) Whenever an employee transfers into the Graded Mechanical Department, his/her Company service shall become department service six (6) months from the date he/she begins work on the job but no later than nine (9) months from the date the job is awarded if the employee has not yet moved to the new job.
- (3) Whenever an employee transfers to a Graded Mechanical Department, his/her Company service shall be considered job service (6) months after he/she begins work on the job but no later than nine (9) months from the date the job is awarded if the employee has not yet moved to the new job.
- (4) An employee must first establish job seniority before he can exercise station seniority.

SECTION 9.04 - TRANSFERS

- (A) An employee moving from station to station on the same job within the Graded Mechanical Department, will have to wait six (6) months from the date the employee begins work on the job (but no later than nine (9) months from the date the job is awarded if the employee has not yet moved to the new job) before his/her job seniority becomes station seniority.
- (B) An employee moving from job to job for any reason in the Graded Mechanical Department will have to wait six (6) months from the date he/she begins work on the job (but no later than nine (9) months from the date job is awarded if the employee has not yet moved to the new job) before his/her department seniority becomes job seniority.
- (C) Department Mechanics who have achieved a rate above the midpoint of the job classification who transfer to another station shall drop to the midpoint of the progression and have their status reviewed at two (2) week intervals.

SECTION 9.05 - LAYOFF

- (A) In case of layoff in the Graded Mechanical Department and there are employees remaining in the department on Optional Jobs, the job or jobs of these employees will be declared vacant and the employee or

employees affected will move to one of these vacancies if he has the required qualifications. If he does not have the qualifications to displace any of the employees on an Optional Job, he may exercise his seniority in accordance with the general plant layoff procedure.

- (B) In case of layoff in the Graded Mechanical Department and there are no employees on Optional Jobs, reduction of force will be as follows:

Step 1

If the manpower on a station is to be reduced, then the employees with the least seniority on that station will be laid off.

Step 2

If the manpower on the graded job is to be reduced, then the employee with the least seniority on that job will be laid off.

Step 3

- (A) Employees with less than six (6) months on the job shall hold seniority on the job on the basis of "first on, last off" policy regardless of job classification.

- (B) Plant seniority will govern on a job layoff when it affects employees who have more than six (6) months on a job.

Step 4

He will then exercise his seniority rights and displace the graded man with least seniority in the department providing he is qualified at the hiring rate.

Step 5

If he does not have the seniority or qualifications to displace the employee with the least seniority in the Graded Mechanical Department, he may exercise his seniority in accordance with the general plant layoff procedure.

Step 6

It is agreed that an employee laid off from the Graded Mechanical Department may elect a release from the plant, rather than displace an employee in a different department. If a release is elected, the employee will be placed on the recall list in seniority order.

If a vacancy occurs in the Graded Mechanical Department after all required plant job movement under the Section 7.07 and Section 9.07 procedure has been completed, and if he qualifies by virtue of recall list standings, he shall be so notified by the Personnel Department and must accept the vacancy provided he is qualified. If he does not accept the vacancy, he will be considered a quit and will forfeit all recall rights. If after six (6) months elapses from the time the employee elects to take the release, and a vacancy occurs on any job in the plant and the employee qualified by virtue of his recall list standing, he shall be so notified by the Personnel Department and must accept the vacancy if qualified. If he does not accept the vacancy, he will be considered a quit and forfeit all recall rights.

Step 7

It is understood and agreed that if through these layoff provisions, any one job is severely handicapped through the loss of mechanical specialists, such problem shall be discussed by the Bargaining Committee of Union and the Management Representatives, with the view of avoiding a serious handicap to the plant.

SECTION 9.06 - RECALL GRADED MECHANICAL DEPARTMENT

(A) Recall to Station

An employee with station seniority leaving his station because of layoff, but remaining on his job shall have the opportunity to return to his original station if the station opening occurs within a period of six (6) months after layoff from the station. The employee will be reinstated with full station seniority including time off the station.

(B) Recall to Job

An employee with job seniority leaving his job because of layoff, but remaining on a job in the Graded Mechanical Department or transferring to another job shall have the opportunity to return to the job after station moves have taken place if the job opening occurs within a period of six (6) months after layoff from the job. The employee will be reinstated with full job seniority including time off the job.

(C) Recall to Department

It is understood that employees who because of curtailment of production have been transferred to another department, will be given the opportunity to return to their original department in seniority order within six (6) months of layoff date with full department seniority providing they properly apply under the Section 7.07 Promotions and Permanent Transfer

Procedure and can qualify for the job, and providing they have six (6) months service in their original department. Employees who make such applications under Section 7.07 as called for in the above paragraph will not be considered as having signed a job posting.

SECTION 9.07 - JOB POSTING

- (A) The Section 7.07 procedures for Promotions and Permanent Transfers shall apply to the Graded Mechanical Classifications with the further understandings set forth in this Section.
- (B) After the shift selection by Station set forth in Section 7.07(A) any resulting vacant position will next be filled by offering the position to employees in the same classification on different stations.
- (C) Any resulting vacancy shall then be filled under the Section 7.07 procedure through consideration of Section 7.07 applications filed by employees working in other Graded Mechanical classifications.
- (D) Any remaining vacancy shall be filled under the Section 7.07 procedure by considering other qualified employees from outside the Graded Mechanical Department
- (E) Any resulting vacancy may be filled by hire.

SECTION 9.08 - OVERTIME

Overtime will be distributed equally:

- (1) On the station;
- (2) On the job;
- (3) In the department (use the supplementary extra overtime agreement for the Graded Mechanical Department except in the Boiler House, which will be treated as a separate unit.

Exception:

Breakdown and/or P.M. work which has been started by employee(s) on regular time, but which has to be completed on required overtime, will be offered to such employee(s) regardless of overtime standing up to a maximum of sixteen (16) hours.

- (4) The Company shall have the right to schedule partial jobs within the Graded Mechanical Department for a sixth (6th) day of work.
It is not the intent to utilize such on a holiday weekend.

The Graded Mechanical Department shall be divided into various jobs and stations within jobs as follows:

(1) Mechanical Maintenance Job Stations:

(a) Stock Preparation Mechanic 201, 202, 204, 602, 618, 238, 241.

(b) Tire Building Mechanic 172, 206, 209, 233, 235

(c) Tire Curing Mechanic 170, 236, 237, 614, 671.

(2) Electrical Maintenance Job Stations:

(a) Stock Preparation Electricians: 201, 202, 204, 602, 618, 238, 241.

(b) Tire Building Electricians: 206, 209, 233, 235.

(c) Tire Curing Electricians: 170, 172, 236, 237, 614, 671.

(d) HVAC

(e) Central Group Electricians

(3) Automotive Mechanic Job

(4) Pipefitter/Central Maintenance Person Job

(5) Machinist and Toolmaker Job

(6) Bench Hand Job

(7) Welder Job

(8) Boilerhouse Job

SECTION 9.09 - GENERAL PROVISIONS

specifically modified above.

(6) The provisions of 5.07, 5.08 and 5.09 will also be applicable to Graded Mechanical overtime scheduling and distribution except as

(5) Overtime groups will in all cases be limited to shift boundaries except for the scheduling of voluntary weekend overtime.

SECTION 9.10 - OUTSIDE CONTRACTORS

- (A) Work of a type which is normally performed by maintenance employees will not be subcontracted if such employees are qualified, the Company has adequate and proper equipment to perform such work, and the work could be completed within the necessary time. While in general, it is the policy and intent of the Company to have that work performed by its maintenance employees, *it is recognized by both parties that at various times, the Company may be required to allot to outside contractors work normally performed by Company maintenance employees.* Such allotment of contracts shall be governed by the following:
- (1) That the work project is of such size or nature as to make it impractical to be handled by the above mentioned employees in conjunction with their regular work assignments, or
 - (2) That the work is of such urgency or short duration as to make it impractical to add additional persons to the regular maintenance force, or
 - (3) That the overall cost of the project or work to be performed makes it non competitive to perform the work with Graded Mechanical Employees, or
 - (4) That an insufficient number of qualified employees have previously committed to perform all of the work as scheduled consistent with the procedure set forth in Memorandum #24.
- (B) *Outside contractors will not be utilized in the plant as long as there are employees in the trade involved on layoff.*

The above does not apply if the Company does not have the capability to do the work or project, being contracted out including the need for special skills, special equipment, licenses or approvals that may be required or the situation justifies subcontracting under the conditions set forth in (2) above or the work is being performed under warranty or service contract commitments or the subcontract involves the major modernization of equipment and facilities, new construction and/or the installation of equipment or machinery.

- (C) It is not the intent of the Company to utilize outside contractors to erode the core function of the Maintenance Department performed by the 268 and 270 Maintenance Group.

It is not the intent of this memo to reduce any Service Maintenance Group through attrition and as a result bring in an outside contractor in place of that person.

(D) The limitations or restrictions contained in this Section shall not be applicable to the following work and the Company shall have the exclusive rights to utilize outside services to perform the following:

- (1) Elevator associated work.
- (2) Roof associated work.
- (3) Railroad associated work.
- (4) Replacement of calendar and mill rolls (except small cushion and 204 calendars).
- (5) Changeover of large gear reducers (for 100 horsepower or larger motors).
- (6) Installation and removal of well equipment and service pump equipment.
- (7) Banbury body changeovers.
- (8) Outside fence work.
- (9) Painting.
- (10) Road, street, and parking-lot work.
- (11) Environmental work associated with major spills.
- (12) Fabrication and installation of duct work.
- (13) Replacement, installation, and repair of sliding and overhead doors. (non-personnel type)
- (14) Fabrication work (i.e., creel trucks, 'A' frames, other trucks, etc.).
- (15) Fabricated and machined items for store (new or replacement).
- (16) Catalog items.
- (17) Carpentry work.
- (18) Floor work.
- (19) Furniture and file movement.
- (20) Winterization and spring preparation.
- (21) Scale repair and calibration.
- (22) Complete mold work when a part of such must be done by an outside service (i.e., tread bars, engraving, chrome plating, eloxing, and unique machine requirements).
- (23) All motor repair except for changing of brushes.
- (24) Street lighting and traffic light.

(E) In furtherance of carrying out the intent of the above, it is agreed that if it is necessary to have work done by outside contractors, the Union Division Chairman will be notified. Such notice shall be given not less than five (5) days in advance of letting the contract. In the case of an emergency which prevents such advance notice, the Union will be notified immediately upon the Company becoming aware of the emergency.

Such notice to the Union Division Chairman shall contain the information set forth below:

1. Location of work
2. Type of work

- a) Service
 - b) Capital
 - c) Expense
 - d) Repair
 - e) New construction
- 3. Detailed description of the work
 - 4. Crafts involved
 - 5. Estimated duration of work
 - 6. Anticipated utilization of bargaining unit forces during the period
 - 7. Effect on operations if work not completed in necessary time

SECTION 9.11 - JOURNEYPERSON CARDS

(A) The Company will recognize accredited USWA Journeyman cards as evidence of experience in a craft when considering qualifications of applicants for skilled trades job.

(B) The Company agrees when requested by an employee or his accredited Union Representatives that it will issue a letter signed by an appropriate Company Representative certifying the work record of an employee for the purpose of making application for a USWA Journeyman card.

SECTION 9.12

The Company retains the right to measure any and all work in the Buffalo facility provided, however, that the Company will not put any of the Graded Mechanical jobs on incentive or piece work standards until or unless agreed to by the Union.

SECTION 9.13 - GRADED MECHANICAL EMPLOYEE TRAINING

- (A) Employees working in the Graded Mechanical Department shall be expected and required to maintain their trade proficiency at levels set forth in their job description as modified from time to time by the Company to meet the changing plant needs and changing technologies.

When a Graded Mechanical Department employee, working full time, provides evidence that he has satisfactorily completed the requirement of a

training course which directly contributes to improving his craft, skills, he will be reimbursed for the tuition cost of the course, providing such course had prior approval by the Plant Engineer and the Manager of Employee Relations. An employee will be granted a leave of absence for a period not to exceed ninety (90) days, if such training course or program requires his full time attendance.

When the Company installs new equipment or machinery, or modernizes existing equipment or machinery to the extent that it will require additional skill or knowledge on the part of the employees of a craft or crafts to service such machinery or equipment, the Company shall provide adequate training for the employees of the craft or crafts involved.

- (B) Employees in Graded Mechanical classifications may be assigned or retained across and between shifts and or PM/BM crews for periods of up to thirty (30) working days each year as may be required for training.

SECTION 9.14 - TOOL REPLACEMENT

Graded Mechanical employees are expected to possess and utilize the proper tools to perform the duties of their craft. Maintenance employees' personally owned tools which are broken in the performance of their jobs shall be replaced with tools of comparable value without cost to the employees provided the broken tools are turned in to the Company. Any special tools required by maintenance employees in the performance of their jobs shall be furnished by the Company. Employees will be held responsible for tools checked out in performance of their jobs.

SECTION 9.15 - JURISDICTION

The Company and Union recognize that substantial changes are required and necessary to improve the flexibility and efficiency of the maintenance functions at the Buffalo Plant. Improvements in productivity and flexibility in the utilization of tradesmen are essential based upon the principles that no trade or craft "owns" work, that lines of demarcation between the crafts are archaic and unjustified and that work must be performed in the most efficient and competitive manner. Consistent with these principles it is specifically agreed that:

- (A) Work traditionally performed by any Graded Mechanical classification (either on a straight-time or premium-time basis) and employees so assigned shall perform such assignments to the best of their capabilities. Where the work clearly constitutes the essential functions of another classification and exceeds one (1) hour in duration, the higher of the two applicable hourly rates will be paid for the duration of the assignments; and

- (B) The Preventative Maintenance Agreements shall in no way constitute a restriction or limitation on the Company's right to assign any work to any employee in a Graded Mechanical classification. Any employee in a classification may, at any time, at the discretion of the Company, be assigned to appropriate work in such classification, as needed, whether they have been assigned to a preventative maintenance group or a break down maintenance group within such classification; and
- (C) The Company shall develop a list of routine, unskilled and semi-skilled work which is now or may have been traditionally performed by the Graded Mechanical classifications. Upon notification to the Union this work may be reasonably assigned to production classifications or other non-Graded Mechanical classifications. This list may be periodically updated.
- (D) It is understood that supervisors, engineers, technicians and other non-bargaining unit employees of the Company shall have greater latitude in performing work that may also be performed by the Graded Mechanical classifications than the normal guidelines set forth in Section 10.03 of the Agreement. Such employees may be involved in testing, diagnostic and trouble shooting functions together with the accessing, review and downloading of computer software programming. Working together to solve problems and "get the job done" should be emphasized over hard rules of "jurisdiction." This subsection (D) is not intended to replace Graded Mechanical employees who perform these duties and abuses shall be subject to grievance under Section 10.03 and this subsection.

ARTICLE X

GENERAL RULES

SECTION 10.01 - NECESSARY RELIEF

In any department where the work requires continuous operation, the Company will, when mutually approved, provide adequate relief when and where necessary

SECTION 10.02 - BULLETIN BOARDS

The Company and the Bargaining Committee shall agree on locations and numbering of all Union bulletin boards. The Union shall be permitted to post notices of meetings and other Union business or affairs on these bulletin boards throughout the plant. It is agreed that no notices whatsoever shall be placed on these bulletin boards until approved and stamped by the Company Personnel Department.

SECTION 10.03 - WORK CONFINED TO BARGAINING UNIT

No employee in a Supervisory capacity, or any other employee excluded from the coverage of this Agreement, shall take part in any labor being done by members of the Bargaining Unit, except experimental work, demonstration in the normal course of training or in the event of extreme emergency.

SECTION 10.04 - DEPARTMENTAL AGREEMENTS

No written Departmental Agreement shall be effective until approved by the Company and the Union Bargaining Committee. No Departmental Agreement can be changed during the term of this Agreement unless mutually agreed to by the Company and Union Bargaining Committee. Departmental Agreements as approved by this joint committee shall be stamped, signed and assembled in a loose leaf book, one (1) copy to be furnished to the Union and one (1) to the Company. No Departmental Agreement shall be in conflict with this Agreement.

SECTION 10.05 - TIME CARDS

All employees are required to comply with time recording procedures established by the Company to accurately record their working hours and activity status. Employees' time cards or production sheets will not be changed without consulting the employee.

ARTICLE XI **SAFETY AND HEALTH**

SECTION 11.01 - SANITATION

- (A) The Company will maintain reasonable standards of sanitation and safety and will furnish protective devices and equipment wherever necessary to protect employees on hazardous jobs.
- (B) The Company will comply with all applicable federal health and safety regulations or codes, and such regulations or codes shall represent the minimum acceptable standards.

SECTION 11.02 - PROTECTIVE EQUIPMENT

Employees shall be required to utilize all such protective devices and equipment in the manner prescribed and will cooperate to the best of their ability in the prevention of accidents.

SECTION 11.03 - ACCIDENT PREVENTION

The Union will lend active cooperation to any reasonable request made by the Company for assistance in accident prevention programs. Any dispute respecting safety or sanitation or the use of protective devices or equipment will be subject to the grievance procedure.

SECTION 11.04 - EYE GLASSES

If it is established that any employee, while doing assigned work and exercising due caution, sustains damage to his glasses, hearing aid, or artificial limb, the Company will reimburse the employee for the cost of necessary repairs. The Company reserves the right to replace lenses broken under the above conditions with safety lenses in suitable frames.

SECTION 11.05 - SAFETY COMMITTEE

Safety and Health

- A.** The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and will provide competent first aid personnel and furnish protective devices and protective equipment wherever necessary, and protective clothing on work which is recognized to be abnormally hazardous. When needed, the employer shall provide transportation for injured employees to the hospital. The plant medical personnel, plant safety management or their designee shall determine the best available mode of transportation. The Employer shall provide necessary shower baths, lockers and other facilities for maintaining sanitary conditions throughout the plant. Unique personal protective equipment requirements for documented needs beyond standard and customary shall be addressed on a case-by-case basis.
- B.** Safety committees shall be appointed consisting of not more than four employees representing the Employer and not more than four representing the Union to facilitate the promotion of safe working practices, including ergonomic considerations, and the elimination of unsanitary or unhealthful working conditions within the local plant. The Safety Committee shall be furnished annual passes for the purpose of entering the plant and investigating safety conditions which arise within the plant. Members of the safety committee shall perform a comprehensive safety and health audit of the entire plant not less than annually. The audit is intended to augment the existing health and safety inspections and tours already in place. The audit process shall be developed at the local plant level, and shall include a process by which priorities are set and action plans developed.

Effective January 1, 2006, the employer shall provide the union safety committee with a weekly allocation of hours to be utilized for committee business based on the following. The allocation will not be accumulated from week to week. These representatives shall work with the employer safety and health department, but under the direction of the union co-chair of the safety committee and the local union president. The employer may agree to the appointment of additional full or part-time union safety reps in addition to those provided by the hours below, to be compensated by the employer. These representatives shall be chosen exclusively by the union.

<u>-1-50 active bargaining unit employees</u>	<u>10-hours/week</u>
<u>- 51-200 active bargaining unit employees</u>	<u>20-hours/week</u>
<u>- 201-750 active bargaining unit employees</u>	<u>40-hours/week</u>
<u>- 751-1500 active bargaining unit employees</u>	<u>60-hours/week</u>
<u>- 1501-2000 active bargaining unit employees</u>	<u>80-hours/week</u>
<u>- 2001+ active bargaining unit employees</u>	<u>120-hours/week</u>

The preceding provision is inclusive of the existing hours paid currently at each facility. If a facility is currently exceeding the above allocation it will not be reduced below their current level.

- C. No employee shall be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting an accident in a timely manner. The employer shall not establish any incentive program that discourages employees from reporting accidents, injuries, or illnesses in the plant. Any existing incentive programs shall be evaluated by the plant safety committee with the assistance of the corporate health and safety department and the international union health, safety and environment department.
- D. The Safety Committee shall meet as often as deemed necessary, but not less than once per month, for the purpose of discussing safety problems, and will tour the plant periodically to verify that adopted safety recommendations have been complied with. The Safety Committee may make investigations following accidents to determine causes and to explore preventive measures against accidents in the future. Differences within the Committee regarding safety and sanitation may be referred to the regular grievance procedure for adjustment. Members of the Safety Committee will be permitted to attend grievance meetings regarding safety and welfare problems. Union members of the Safety Committee shall be paid in accordance with the provisions of paragraph (a), Section 11 of Article VIII.
- E. Data concerning accidents in the plant will be furnished members of the Safety Committee on their request. An employee who is required to sign an accident report will be given a copy of the report.

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 or by an inspector from the National Institute of Occupational Safety and Health and is designated by the Local Union President to accompany the inspector on an inspection tour, will be paid at his average hourly earnings for the time lost from his regular shift as a result of such plant inspection.

F. The Company will send representatives from the Local Union Safety Committee to an annual state safety conference. Up to one thousand employees, one representative. One thousand to two thousand employees, two representatives. Over two thousand employees, three representatives. Arrangements for attending the conference in the state where the plant is located, including payment of lost time and traveling expenses, shall be determined at each local plant. If a state doesn't have a suitable safety conference, special arrangements may be provisions more liberal than the provisions of this paragraph (**F**) will be continued in effect.

G. No employee shall be required to work on any job in the plant with which he is unfamiliar until he has received adequate safety training instructions in the performance of the operation.

H. Right to Refuse Unsafe Work:

- 1) No employee shall be required or permitted to work under conditions which may be or tend to be unsafe or injurious to his health or safety and the safety of others.
- 2) No employee who in good faith exercises his or her rights under this Article shall be disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe condition did not exist.
- 3) If an employee is concerned about the safety of a specific job or task, the employee will notify a member of management immediately. The member of management will then request a risk assessment to be conducted utilizing the local plant's existing risk assessment procedures.
- 4) No employee or group of employees shall be required to work on a job or machine while it is considered unsafe by a representative of the joint labor management safety committee. During such time the employee or group of employees shall receive their normal hourly rate.

- I.** Where an employee supplies evidence that he sustained damage to his eye glasses, hearing aid, or artificial limb while performing the duties of his assigned work with due caution and without interference by other employees, the Company will reimburse the employee for the cost of necessary repairs or replacements.
- J.** In any area where raw materials of known toxicity are being used the Company will make available to qualified professional testing representatives the formulation of the material in question upon the request of a physician. In all such cases, where the Company has caused blood tests, skin tests or x-rays to be made of employees, the results of the blood tests or skin tests will be furnished to the employee upon his request and the results of the x-rays will be furnished to the employee's physician upon his physician's request. Upon request of a member of the Safety Committee the Company will make skin or blood tests on any such employee subject to the employee's approval. The employer shall maintain an Industrial Hygiene monitoring program in each plant. Upon request, representatives from the Safety Committee may be present when such monitoring takes place and such representative will be entitled to copies of such test or monitoring results. All Industrial Hygiene samples will be analyzed by Goodyear's Global Industrial Hygiene laboratory in Akron, OH or a lab designated by the Manager of Global Health & Safety.
- K.** When evidence exists which indicates an employee's illness may have been caused by the materials to which he is exposed while working, the Company will make tests in an effort to determine the cause and nature of the illness. A copy of the results of such tests shall be furnished the employee upon request.
- An employee who must lose time from his regular shift in order to undergo tests scheduled by the Company in accord with this paragraph shall be paid the rate of 125% of his incentive base rate if on piecework or his current hourly rate if on daywork for the time lost from that shift.
- L.** An employee injured in the factory who promptly after each injury occurs reports the fact or who suffers from an occupational illness which is reported promptly after the time the employee becomes aware of the existence of such illness and subsequently requires surgery or hospital confinement, or who requires treatment over an extended period for occupational injury or illness, may be treated by the Employer's physician or a physician of his choice provided he notifies the Employer in advance. In the event any dispute arises concerning any treatment or disability of the employee, the employee may be examined by a physician designated by the Employer. If the dispute is not resolved by this examination, such dispute shall be resolved through the State Workers' Compensation Commission.
- M.** Whenever employees lose time during their scheduled work day due to required attendance at Health and Safety Committee meetings, they shall be compensated for the hours lost at their hourly rate of 120% of the incentive base rate, as applicable.

ARTICLE XII **LEGISLATION**

SECTION 12.01 - SUBJECT TO STATE OR FEDERAL LEGISLATION

This contract or any Supplement thereto are subject to any valid and applicable Federal Legislation or Executive Orders or State Legislation.

ARTICLE XIII **TERMINATION**

SECTION 13.01

- (A) This Agreement shall become effective when completed, by ratification of the Local Union and approval of the International Union. Except as provided in the No Strike, No Lockout Provision, it shall continue in effect until and including July 22, 2006, and thereafter it shall renew itself for yearly periods unless written notice is given by either party not less than sixty (60) days, but not more than seventy-five (75) days prior to the expiration date, that it is desired to amend or terminate this Agreement. In the event that such notice is given, negotiations shall begin within the thirty (30) day period prior to July 22, 2006. At the opening of such negotiations, both parties shall present to each other in writing their proposed changes in said agreement. If negotiations are not completed prior to the expiration date, this agreement shall terminate unless extended by mutual agreement. This agreement and the local supplements thereto are also subject to termination in accordance with the provisions of the Pension and Insurance Agreement between the parties thereto.
- (B) In the event notice of a desire to amend or terminate this agreement is given, the representatives of the Local Union and the representatives of the Company at the plant level shall meet as soon as possible but not later than ten (10) days after the conclusion of Master negotiations to select a date at which time local negotiations will begin. Such local negotiations shall not exceed a period of thirty (30) days unless mutually agreed. At the opening of such negotiations, both parties shall present to each other in writing their proposed changes in said Agreement.
- (C) In the event either the Company or the Union exercises their right to terminate the Agreement on employees' welfare benefit programs, then either party shall have the right to terminate this Agreement and the Supplements thereto by giving a sixty (60) days' written notice of its intention to do so to the other party. In the event the parties, subsequent to the giving of a notice to terminate this Agreement and the Supplements

thereto, settle the subject matter in dispute, then this Agreement and the Supplements thereto shall continue in effect or be reinstated as the case may be, subject to all the provisions herein.

- (D) The Company agrees to pay one-half (1/2) of the wage cost of the members of the Union Negotiating Committee but not more than five thousand dollars (\$5,000) of this expense incurred in negotiating with the Company the General Agreement, as provided under this Article XIII.
- (E) All other expenses of such negotiations, that is room, rent and other mutually agreed upon expenses shall be shared equally by the Company and the Union.
- (F) The Company will furnish to each present employee and to each new employee when hired, General Agreement and Supplemental Unemployment Benefit books.
- (G) The Company will provide Health & Welfare books, Insurance ID Cards and Prescription Drug Cards for each employee. Insurance ID Cards will be enclosed in plastic.

FOR THE COMPANY:

Stephen Pauly
Plant Manager – Buffalo, NY

Charles P. Cookson
Manager, Human Resources

Ronald Madej
Production Manager – Buffalo, NY

Joseph Pullano
Manager, Labor Relations

FOR THE UNION:

Michael R. Land
President

Kathryn Kluczynski
Vice President

David Maciuba
Division Chairman

Daniel Cook
Division Chairman

Ronald Goudy
Division Chairman

Kevin Gray
Division Chairman

**OFFICERS OF LOCAL
#135 USWA,
AFL-CIO-CLC**

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President
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William Kinmartin
Treasurer
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TRUSTEES

Bernard Kinder
Kurt Zimmerman
Ronald Ciminelli

GUARDS

Israel Alvarado
Robert Delecki

GUIDE

James Sullivan

GENERAL WAGE AGREEMENT

THIS AGREEMENT is made and entered into this 20th Day of August, 2003, by and between The Goodyear Tire & Rubber Company and the United Steelworkers of America, International Union and the Local Unions, signatories hereto:

WITNESSETH:

For the purpose of disposing of all claims and demands presented to the Company by the Union in the Union's Wage Proposals, the Company will * grant Cost-of-Living Allowances as shown below for all plants.

COST-OF-LIVING ALLOWANCE

1. The Cost-of-Living Allowance, if any, will be determined in accordance with changes in the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers (1967 = 100) Revised Series as amended for the month of January, 1987 and subsequent months published by the Bureau of Labor Statistics, hereinafter referred to as the CPI-W.
2. *Cost-of-Living Allowances will be made at the following times:*

EFFECTIVE DATE
OF ADJUSTMENT

BASED UPON THREE
MONTH AVERAGE
OF THE CPI-W FOR;

Pay Period commencing
On:

July 7, 2003

March, April, May 2003

October 6, 2003

June, July, August 2003

January 5, 2004

September, October,
November 2003

April 5, 2004

December 2003, January,
February 2004

July 5, 2004

March, April, May 2004

October 4, 2004

June, July, August 2004

January 3, 2004

September, October,
November 2004

April 4, 2005

December 2004, January,
February 2005

July 4, 2005

March, April, May 2005

October 3, 2005

January 2, 2006

April 3, 2006

July 3, 2006

June, July, August 2005

September, October,
November 2005

December 2005, January,
February 2006

March, April, May 2006

The Base for the adjustments will be the average CPI-W for the months of December 2002, January, and February 2003.

The amount of the Cost-of-Living Allowance payable on each Effective Date of Adjustment will be determined by comparing the three-month average CPI-W for the adjustment period to the Base. \$.01 per hour for each full .26 of a point change that the three month average CPI-I for the adjustment period exceeds the Base will be added to any Cost-of-Living Allowance payable effective April 7, 2003. The Cost-of-Living Allowance will be paid as a separate rate per hour for all hours for which employees receive pay from the Company.

3. In determining the Base and the three month average of the CPI-W for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point using the Engineering Method of Rounding.
4. In the event of the Bureau of Labor Statistics does not issue the appropriate CPI-W on or before the Effective Date of Adjustment, the Cost-of-Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index and paid retroactively to the Effective Date of Adjustment.
5. No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.
6. In no event will a decline in the CPI-W be cause to reduce any Cost of Living Allowances that have been made prior to such decline.
7. The cost of Living allowances are dependent upon the availability of the BLS CPI-W in its present form and calculated on the same basis as the Index for February, 1991. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W or is unable or fails to make said CPI-W available, the parties shall negotiate on the adoption of any appropriate substitute CPI-W which most accurately reflects the spending habits of the affective employees.

In the event the BLS discontinues the publication of the CPI-W on the 1967=100 base, the parties shall change the Cost-of-Living Allowance (COLA) calculation set forth above to maintain the same cents-per-hour payment as would result by using the 1967=100 base and \$.01/.26 point formula.

Failing agreement in such negotiations, the parties shall submit the issue of what shall constitute an appropriate substitute CPI-W to final and binding arbitration.

This General Wage Agreement shall become effective under the same terms as those upon which the Collective Bargaining Agreement becomes effective as outlined under Article XIII.

New Employee Wage Payment Schedule

Notwithstanding the applicable provisions of the Agreements, including the Collective Bargaining Agreement, the General Wage Agreement, the Pension, Insurance and Service Award Agreement and the Supplemental Unemployment Benefits Plan, the parties agree to the following wage payment schedule for all individuals hired as new employees (excluding preferential hires with more than 36 months service):

Service On the Active Payroll	% of Regular Wage Payment to be Made
Hire-6months	70%
7 months-12 months	75%
13 months-18 months	80%
19 months-24 months	85%
25 months-30 months	90%
31 months-36 months	95%
After 36 months	Eligible for 100% of provisions Of the agreements.

The applicable provisions of the negotiated Agreements include, but are not limited to, all provisions providing for wage payments(s) or benefit payments(s) determined by wage rates.

Preferential Hire Agreement

The Goodyear agreement for preferential hiring privileges has been broadened in several ways. This change helps to provide enhanced job security to members of all 14 locals, as well as increased employment flexibility and opportunity. These changes make this group of plants the largest preferential hire group in the industry by far.

First, the number of plants, which the preferential hire agreement applies to, has been expanded to include all 14 Goodyear, Kelly Springfield, and Dunlop Plants.

Akron, Ohio	Local 2
Gadsden, Alabama	Local 12
Buffalo, NY	Local 135
St. Marys, Ohio	Local 200
Lincoln, Nebraska	Local 286
Topeka, Kansas	Local 307
Freeport, Illinois	Local 745
Tyler, Texas	Local 746
Danville, Virginia	Local 831
Marysville, Ohio	Local 843
Union City, Tennessee	Local 878
Sun Prairie, Wisconsin	Local 904
Huntsville, Alabama	Local 915
Fayetteville, North Carolina	Local 959

In addition to increasing the number of plants, which may participate, the following adjustments have been made.

- A laid off employee who preferentially hires will be eligible for recall to the former plant after 12 months have elapsed since the date of preferential hire. An employee who has retained recall rights to the former plant will be eligible for recall at any time if the recall list has been exhausted and a job is to be filled with a new hire at such former plant.
- Vacancies created by preferentially hired employees accepting recall to their former plant will not be subject to the job posting procedure.
- An employee who preferentially hires will receive a special Relocation Allowance of \$1500.00 each time he preferentially hires to another plant and forfeits all eligible recall rights in writing. Likewise, a preferentially hired employee who has recall rights to a plant that is later shutdown will receive a Relocation Allowance of \$1500.00 once per shutdown occurrence.
- The time period that the Company can hold an employee recalled to former plant will increase from 30 to 45 calendar days from date of recall notice.

- An employee will be eligible for Relocation Allowance after the completion of 45 calendar days continuous service at the new location.
- The Relocation Allowance of \$1500.00 will be paid within two (2) weeks after application for such allowance.

The amount of Relocation Allowance will not be reduced by the amount of any relocation allowance or equivalent to which the employee may be entitled under any present or future legislation except in the case of a plant closure situation.

GOODYEAR PREFERENTIAL HIRE LANGUAGE

An employee on regular layoff with recall rights from a plant covered by this Agreement with the USWA will be given preference in hiring at another plant covered by this Agreement where all eligible laid-off employees have been recalled and new employees are being hired for work on which the laid-off employee has qualifying experience. A laid-off employee desiring to exercise his preferential hiring rights under the conditions of this paragraph shall make written application for employment at other plants covered by this Agreement during the period of time he continues to accumulate service for recall purposed at the plant from which he was laid off with recall rights.

Any laid-off employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of continuous service he had at the time of his layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Article X, Section 1(a)2, as if he were being recalled from layoff.

All such laid-off employees shall be required to satisfactorily complete a physical examination prior to hire. The physical examination will be the same type given to employees being recalled from lay-off except those employees laid-off more than two (2) years will be required to satisfactorily complete a physical examination of the same type given to new hires. Application of this paragraph does not preclude preferential hire of an employee to a job he was able to perform with a physical disability at his former plant prior to lay-off provided his disability has not worsened.

An employee exercising preferential hiring rights will be granted pay-in-lieu of time off for any vacation eligibility after the employee has been continuously employed for thirty (30) days at the new plant. An employee with residual vacation eligibility will be paid pay-in-lieu of time off by the employee's former plant. Consistent with production requirements and local plant practices, new preferential hires will, upon their request, be granted up to one hundred (100) hours off without pay during the current calendar year. Application of this paragraph does not affect the application of Article X, Section 1(b)2.

	<u>implementation shall be consistent with revised master Agreement Letter 30.</u>
<u>3</u>	<u>Restriction adjustments for available labor/temporary transfers</u>
<u>4</u>	<u>Waste reduction, task redesign, work reorientation, computer technology, and other employee involved cost reduction efforts</u>
<u>5</u>	<u>Changes in light/modified duty work assignments</u>
<u>6</u>	<u>Reduction of assigned manning through acceptable work design</u>
<u>7</u>	<u>Revise job vacancy (job posting), job surplus and/or transfer language to generate productivity savings</u>

Targeted Savings for each USWA plant are set forth in Attachment B. It is understood that each individual plant's Targeted Savings will be included as part of the 2003 master Agreement.

No later than thirty (30) days following ratification of the master Agreement, each of the identified plants will establish a Joint Committee consisting of members of the Local Union Bargaining Committee, who shall be compensated by the Company for all joint meetings, and members of the local plant management to jointly review each parties' specific plan for realizing the savings objective using the Approved Tool Kit Items as well as any other mutually acceptable items. Savings can be achieved through staffing reductions or other cost savings. Savings achieved through staffing reductions will take place no later than the time frames indicated in the plan. Staffing reductions are expected to occur through attrition; however the following must be achieved:

- 30% of the proposed staffing reductions must be accomplished by July 1, 2004 exclusive of any incentive system savings included in the Local Improvement Plan that have not been installed as of April 1, 2004
- 65% of the proposed staffing reductions must be accomplished by January 1, 2005
- 100% of the proposed staffing reductions must be accomplished by July 1, 2005

The Joint Committees shall promptly enter into discussions at each plant in an effort to develop jointly a Local Improvement Plan. Such discussions shall be completed no later than sixty (60) days following the date of ratification of the master Agreement, and upon mutual agreement these local discussions will be in lieu of local negotiations.

Should the parties be unable to reach agreement on a joint plan, the matter shall promptly be referred to impartial arbitration. The parties will exchange Final Offers which must satisfy the requirements of this

Failure of such employee to provide notice shall result in loss of recall rights at all other plants and the employee will be terminated.

Notwithstanding the provision of Article X, Section 1, Paragraph (a), 2, an employee who has two years or less of service at the time of layoff and who is hired under the preferential hiring provisions of this Article X, and who retained recall rights will receive service credit, if recalled, at his former plant, provided his total service at such former plant at the time of layoff and any service accumulated at the new plant(s) exceeds two years.

An employee who is released from employment as the result of the complete and permanent closure of a local plant covered by this agreement, who makes written application for employment at other plants covered by this agreement within sixty (60) days of such release from employment, will be given preference in hiring over new employees in such other plants for work on which he is qualified, provided such employee has not assumed the status of a retiree, accepted a Special Distribution. A complete plant closure, for the purpose of this Agreement, the Pension, Insurance and Service Award Agreement and the Supplemental Unemployment Benefits Plan means the complete discontinuance of product manufacturing. Notwithstanding, following the date of complete plant closure, there may be employees continued in non-manufacturing duties at the plant site.

Any such former employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of continuous service he had at the time of his release from employment or layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Article X, Section 1(a)2. As of he were being recalled from layoff.

If such employee refuses a job for which he is qualified, his preferential hiring rights specified above shall be terminated. Such refusal will not prejudice the employee's right to benefits under the Supplemental Unemployment Benefits Plan and Pension, Insurance & Service Award Agreement, provided the employee is eligible for such benefits.

At the time of hire, an employee exercising preferential hiring rights under this provision will forfeit his preferential hiring rights at other plants and his rights to benefits under the S.U.B. Plan and the Pension, Insurance & Service Award Agreement due to termination caused by the plant closure, except that such prior rights shall be reinstated if he is laid off due to a reduction in force prior to the completion of thirty (30) calendar days' continuous service.

An employee who is preferentially hired under the terms of this paragraph will receive a Relocation Allowance in accordance with Paragraph 9. of this Section 1(a).

An employee who accepts a job offer after the effective date of this Agreement under the terms of Article X, Section 1(a) 7.f) or Article X, Section 1(a) 8. will be eligible for Relocation Allowance after the completion of forty-five (45) calendar days continuous service at the new location, provided he is employed, or laid off from a plant, or plants, to which he has preferentially hired.

No Employee will be eligible for a Relocation Allowance until application is made in accordance with the procedure established by the Company. Only one Relocation Allowance will be paid to a family living in the same residence.

The amount of the Relocation Allowance shall be \$1500.00 and will be paid within two (2) weeks after application for such allowance in accordance with the provisions of first paragraph of this Section 9.

The amount of the Relocation Allowance will be reduced by the amount of any relocation allowance or equivalent to which the Employee may be entitled under any present or future legislation only in the case of a plant closure situation.

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February 1, 1962

Reissued August 2003**MEMORANDUM OF AGREEMENT**

Re: Procedure to be used in determining eligibility for transfer to a job in the Graded Mechanical Department

- (A) The employee who applies for a given job will present his past work experience and educational record to the foreman in charge of the department where the vacancy exists. During this preliminary interview, the employee will be questioned regarding basic general elements of the job and the foreman will determine if the employee is reasonably qualified for the job.
- (B) 1) If the foreman determines an employee is reasonably qualified the employee proceeds with (C) 1) through 4).
- 2) If this interview reveals that the employee is definitely not qualified and both foreman and employee agree, the person's application for the job will be dropped.
- 3) If the person does not agree with foreman's appraisal of his qualifications, he may request a test of his abilities.
- (C) 1) Tests will be prepared for each job by the foreman of the particular job or trade in question. These tests will consist of two (2) sections: the first being a written test consisting of multiple choice, completion, tool and equipment recognition, drawings and other questions. This part of the test will count 50% of the person's grade.
- 2) The second part of the test will be practical in nature and measure their ability to work with both the tools of the job and the various materials required. The person will be judged on general workmanship, skill and evidence of familiarity with the problem presented.
- 3) The test, as prepared by the foreman, will be checked by only two (2) members of the Union, the Division Chairman and Chief Steward, who will represent the particular trade being tested. Disagreement on any questions will be resolved by these two (2) and the foreman who prepared the test.

4) The time allowed to complete the two (2) sections of the test will be three (3) hours for the written test and three (3) hours for the practical test. The passing grade for the combined written and practical test shall be 75%. During performance of test the foreman and one (1) Union Representative will be present.

- (D) 1) If the applicant achieves a score of 75% or better, he will be accepted for the job.
- 2) If the applicant's score is below 75% he will not be considered qualified for the job.
- 3) Failure to pass the test will not affect the person trying tests in the future for other jobs or the same job, providing the employee can prove to the employer's satisfaction that he has successfully completed additional schooling or related experience.

Exception: Any employee bidding on a Graded Mechanical position who within the past twenty-four (24) months has taken and passed the Graded Mechanical Test for the applicable trade he posted on, shall not be required to be re-tested.

Reissued June, 1965

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Time off job for Union Business

Union members shall be granted time off their job during working hours to carry out Union Business away from the plant providing:

- (1) Sufficient advance notice is given that will enable Company to schedule replacements.
- (2) The employees involved will not affect the efficient operation of the plant.
- (3) The amount of time and number of employees involved does not result in the Company assuming an unreasonable cost.

#3

Reissued June, 1965

Reissued August 2003

MEMORANDUM OF AGREEMENT

The Company and the Union agree that the submission or withdrawal of any proposal by either party made during the negotiations shall not be used to prejudice the Company or Union position, either in subsequent negotiations, under the grievance procedure, or before an Arbitrator.

February 17, 1964

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Union President, Union Vice-President, Union Benefits Representative

It is mutually agreed between the Company and the Union that the following shall apply:

1) Union President, Union Vice-President, Union Benefits Representative

When an opening occurs due to a bargaining unit member being elected President or Vice President of the Union, the vacancy created will exist for the term of office only. If the President or Vice-President is re-elected for an additional term, this job will again be placed open for bid. An employee who moves on President's or Vice-President's job for shift preference shall revert back to original shift at completion of term of office.

This job opening is still considered the job of the Union President or Vice-President and he is entitled to work the required overtime in turn.

The person who accepts the vacancy after shift preference move is considered a temporary person and shall hold overtime seniority rights on the job they left.

2) Union Benefits Representative

When an opening occurs due to a bargaining unit member being appointed Benefits Representative, the following will apply:

The Benefits Representative will be on the 'A' Shift and work forty-four (44) hours per week unless mutually agreed otherwise between the Company and the Union. The opening created by this appointment will be considered the job of the Benefits Representative, and he is entitled to work the overtime of the job he left. The employee who is replacing the Benefits Representative is considered a temporary employee and shall hold seniority on the job he left.

March 2, 1965

Reissued August 2003**MEMORANDUM OF AGREEMENT**

Re: Bench Mark Jobs - Section 6.01(C)(1)(b)

Management and the Union agree that the following jobs are the agreed Bench Mark Jobs to be used under Section 6.01(C)(1)(b) of the General Agreement.

<u>Labor Grade</u>	<u>Dept.</u>	<u>Job</u>	<u>Code #</u>
1		No Jobs Established	
2		No Jobs Established	
3	206	Bead Trucker	206
	206	Bead Service Prsn.	506
4	206	Bead Apex Flipper	505
5	237	Sorter/Palletizer	747
6	237	Tire Trimmer	498
7	202	Utility Man	165
	202	Millperson (Calendar)	735
	209	Bias Cutter Operator (Automatic)	538
8	201	#8 Banbury Servicer	894
9	213	Bag-o-matic Operator & Rack Stocker	565
10	201	#8 Banbury Operator	893
11	228	Extruder Operator	883
12	202	Operator Calender	734

MECHANICAL

<u>Labor Grade</u>	<u>Dept.</u>	<u>Job</u>	<u>Code #</u>
13	259	Welder	881
	259	Bench Hand	415
14	270	Mechanic	454
15	259	Machinist	417
16		None	
17	259	Toolmaker	418
	256	Engineer	410
	268	Elect. Electrician	527

#6

July, 1976

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Seniority Lists provided to Union

The Company will provide the Union with a plant seniority list once each year and from time to time as required to administer contract provisions pertaining to seniority.

The Company will provide the Union with a seniority list by department every three (3) months.

#7

January, 1978

Revised August 2003

MEMORANDUM OF AGREEMENT

Re: Overtime on a day where a shift or shifts have been canceled due to a storm

In the event it is necessary to cancel a *previously scheduled shift or shifts* due to storm conditions it is agreed that the Company will not call personnel from the canceled shift that follows the last shift worked in an effort to sustain the last four (4) hours of operation of that shift.

It is agreed that if we have personnel available on the last shift worked who have already worked twelve (12) hours (sixteen (16) hours in the case of twelve (12) hour continuous operation shifts), these people may be asked to work the necessary additional hours to sustain the plant operation.

The above is not applicable to Graded Mechanical Division personnel that are required to maintain the plant during the storm period.

September, 1982

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: New Equipment or New Product

The Company and the Union recognize that in order for the Buffalo Facility to become and remain a viable, competitive plant in the tire industry, the expenditure of large amounts of capital will be necessary for new equipment. The parties recognize that such expenditure is for the benefit of all employees as it enhances job security and continued employment at the Buffalo Facility.

The parties also recognize that the maximum utilization of such equipment is necessary to offset the high cost of purchasing and installing such equipment while remaining competitive with other plants in the tire industry.

To this end, the Company and the Union agree to the following in reference to New Equipment or New Product:

- 1) Present work rules and practices may not be applicable to new equipment or new product and might not be used as comparisons to such in establishing new work rules and practices for the corresponding equipment or product.
- 2) New work rules and practices may be established for maximum utilization of new equipment or new product while maintaining competitive costs of product.

The Bargaining Committee and the Company will meet to determine what changes, if any, may be needed to accomplish the above.

#9

November, 1997

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: - Distribution of Overtime

Both parties recognize and agree that if Department Agreements are entered into regarding the distribution of overtime, the last sentence of Section 10.04 which states "No Departmental Agreement shall be in conflict with this Agreement" shall not be binding or applicable to such Departmental Agreements.

In any department for which no Departmental Agreement is in place, the overtime distribution provisions of the General Agreement shall apply. Also, if a Departmental Agreement fails to address a specific issue that is addressed in the General Agreement, the General Agreement will control.

#10

November, 1997

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: - Overtime Sign-Up

During the 1997 contract negotiations, the parties agreed that the process of obtaining overtime coverage needed to be streamlined. In order to help achieve that goal, the parties agreed that the Company would establish an overtime sign-up procedure designed to fill overtime for known vacancies only (including, without limitation, vacations, floating holidays, long-term absences, etc.).

The overtime sign-up sheets for known overtime will be posted in the Department no later than Monday of the prior week, and will remain posted until Friday morning of the same week. The overtime sign-up sheets will specify job classification, shift and day(s) to which they apply.

In order to be considered for known overtime, employees must sign up on the sign-up sheet. Employees who do not sign up for known overtime will be charged for the amount of overtime that they would have been entitled to work under Sections 5.07 and 5.08 of the General Agreement (or any Departmental Overtime Agreement).

Employees absent during the period in which the overtime sign-up sheet is posted may get approval from their supervisor to have a Union representative sign the sheet for them. Known overtime will be distributed to employees on the overtime sign-up sheet under the overtime distribution rules contained in the General Agreement and/or any Departmental Overtime Agreement.

This Memorandum of Agreement shall not apply to distribution of daily overtime.

#11

Issued May, 1988

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: MTR work rules and contractual stipulations

It is mutually agreed between the Company and the Union that work rules and contractual stipulations will be established to allow the Medium Truck Radial Production Department at the Buffalo Facility to be, at least, as productive as the Medium Truck Radial Production Department at the Shirakawa, Japan Facility. This would include the establishment of production standards to produce equitable units on equitable equipment and the establishment of jobs with comparable duties as to Shirakawa.

#12

September 25, 1988

Reissued August 2003

MEMORANDUM OF AGREEMENT

The Company has the right to sever any employee whose absentee record becomes so excessive as to be deemed "Industrial Unemployable".

The above is intended to address employees who negatively effect productivity, competitive costs, and the overall profitability of the Buffalo Facility and its employees.

Any action taken by the Company may be protested in the grievance procedure at the next step preceding Arbitration.

Issued May, 1987

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Buffalo Plant Competitiveness and Profitability

- 1) It is recognized by the Company and the Union that the Buffalo Plant has been a nonprofitable and noncompetitive plant within the tire industry.
- 2) It is further recognized by the Company and the Union that the Buffalo Plant must become a profitable and competitive facility within the tire industry for the overall benefit of all its employees.
- 3) To this end, on November 4, 1994, the Company and the Union agreed to various contractual changes in agreements between the parties in an effort to make the Buffalo Facility a more efficient operation.
- 4) The Company and Union commit to do everything within their power to encourage the attainment of plant objectives to minimize costs and maximize benefit of the agreed upon changes to enhance productivity and the competitive position of the Buffalo Plant, including:
 - A) The standardization of all starting and quitting times.
 - B) Daily schedule attainment.
 - C) High Quality Components and Products.
 - D) Competitive Costs.
 - E) Immediate reaction if the above objectives are not met.
- 5) Further, it is also recognized that due to the financial drain on the Company, immediate improvement in plant performance and attainment of plant objectives with resulting cost reductions are essential.

- 6) In view of the foregoing, the Company will continue to meet regularly with the Union to review actual plant performance and to keep the Union informed as to the progress towards the following stated objectives and their impact on product costs:

Objectives	January 1998
A) Productivity-	95 lbs/man hr.
B) Absenteeism-	3.00 percent
C) MTR Waste Ratio	.8 percent
D) M/C Waste Ratio	1.5 percent
E) Radial Waste Ratio	1.2 percent
F) Schedule Attainment	100 percent

- 7) It is expected that the preceding objectives will be met by January 1, 1998.
- 8) If progress towards the stated targets declines or is unsatisfactory, the Company and the Union will meet immediately to discuss other changes, to include wages and fringes, in order to obtain meaningful cost reductions. The Company and the Union will meet on a quarterly basis to review the above objectives.

#14

Issued November 4, 1991

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Mutual Respect

During the 1994 Negotiations the parties attempted to develop and enhance a more cooperative and constructive relationship in their respective roles in jointly addressing the problems and future of the Buffalo Plant. The parties recognize and agree that conflict and non constructive adversarial positions must yield to a more cooperative relationship based upon open expression of ideas and concerns, trust and mutual respect. Mr. Coss, International Union President, and Mr. Moley, Manager, Employee Relations, addressed and agreed upon these principles. To facilitate the above, the Company pledges to build upon a better understanding that has resulted from these negotiations which includes support for change in a changing world tire market, support for the ETT process and a total commitment to quality. The Company agrees to explore additional means to enhance their relationship which will help ensure the survival and success of the Buffalo operations and the economic future of all Buffalo employees.

Issued November 4, 1991

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Restricted Duty Work Program

1. It is the Company's intent to make every reasonable effort to afford employees the opportunity for productive work for those who are temporarily disabled. In this regard, the Company will attempt to provide temporary employment while an employee is recovering from either an occupational or nonoccupational illness or injury. This temporary employment is not designed as long-term employment.
2. The Company will attempt to provide employees who have become temporarily disabled and are approved by the Company's physician as capable of performing some meaningful work, although on a restricted basis, a work assignment within the Buffalo Operations. Such work assignments may be traditional or nontraditional and may involve assignments to work customarily performed outside the bargaining unit.
3. Daywork employees working such assignments shall be paid at 90% of the applicable hourly rate for their pay grade for all tasks identified on the List of Restricted Duty Jobs (attached). For work in regular job classifications a daywork employee will be paid at ASTHE or 100% of the rate of the job, whichever is greater (whether an accident, illness, or a compensation situation). An incentive employee (those at the maximum incentive base rate), working in a regular job classification will be paid at 90% of 115% of his applicable incentive base rate or the rate of the job whichever is greater. An incentive employee (those at the maximum incentive base rate) working in any other assignments (tasks) as defined in #2 above, will be paid at 90% of 115% of his applicable incentive base rate. Employee hired into or transferred into an incentive job, for whatever reason, failing to achieve maximum incentive base rate under incentive payment language, shall be paid at 90% of their applicable rate of progression for any assignment (tasks) as defined in #2 above. Their applicable rate of progression, or the rate of the job, whichever is greater, will be paid for any work in a regular job classification."

4. Temporary restricted duty work assignments shall not exceed one (1) year in duration. Employees assigned to restricted duty work and paid at the applicable task or job classification rate shall receive such pay in lieu of any A&S and Workers' Compensation Supplement and any payments, if applicable, under New York State Statutory Workers' Compensation Programs. If an employee continues to be entitled to a Workers' Compensation payment while participating in this Program, his rate will be made up to the 90% level or the rate of the job he is assigned to, as applicable. Employees will not be paid less than they would otherwise be receiving for Workers' Compensation and the Section G Supplement in the P & I Agreement if eligible for and receiving such benefits. Employees who have not recuperated according to anticipated schedules established by the Company and attending physician shall be discontinued from light duty work assignments.
5. All individuals in an absence status will be evaluated for performance abilities in the Restricted Duty Program. The evaluation of each employee will be conducted through the Employee Relations and Medical Departments: and will include:
 - A review of their present medical disability and capacity to return to a task or job classification.
 - A review of the task or job classification with the attending physician.
 - Review of the actual work assignment between the Employee Relations Department and USWA #135 Benefit Representative.
6. If a disagreement arises between the Company and attending physician regarding an individual ability to return to a Restricted Duty assignment:
 - The employee may be sent to a Company selected physician for a second opinion.
 - If a difference of opinion exists between the attending physician and company physician the third party procedure will be applied.
7. The Company will place a limitation on the total number of individuals working in the Restricted Duty Work Program at any one time, not to exceed 30 without mutual agreement between the Company and Union.
8. When assigned to Restricted Duty Work the Employee's attendance will count for overall plant attendance and will not subject an employee as being Industrial Unemployable. However, time assigned to Restricted Duty Work may be considered in conjunction with his entire work record.

9. Employees assigned to such jobs will be expected to perform any and all work assigned and their use will not be restricted by any assignment rules or practices. Employees working under this letter will not be subject to *overtime distribution rules or O.T. notice* and will be entitled to the operation of the seniority rules set forth in Article VII. Performance will be subject to the same rules and regulations governing all other jobs.
10. Employees under this letter may be assigned to perform work in any job classification in the bargaining unit, such assignments will not create any additional rights in, or penalties or obligations owing to, any employee working in a job classification to which such assignment is made provided, that employees will be assigned to a shift and a "normal workweek" under one of the contractual schedules and will not be assigned to work in regular Dunlop job classifications outside of their normal workweek. The Company will make every effort to keep employees on their normal shift unless good business practices and available work dictate otherwise. Restricted employees will not share in the overtime of classifications to which they are assigned on a straight time basis.
11. *The Company retains the sole right to invoke or refuse to invoke this provision for any and all employees absent from work due to occupational or non-occupational illness or injury. This provision shall not obligate the Company in any manner to return an employee if in the opinion of the Company it is deemed not beneficial to do so.*

LIST OF PROPOSED JOBS FOR RESTRICTED DUTY PROGRAM

- WAREHOUSE:

1. Elevator Operator
2. Breaking down pallets (170) and put together (237)
3. Cut scrap tires (237)

- MECHANICAL:

1. Mobile equipment (paint, clean, etc.)
2. PM - clean parts, fire watch, straightening parts

- TIRE SHOPS:

1. ID cord and consolidate
2. Strip rubber
3. Weigh Scrap
4. Strip beads

- STOCK PREP:

1. Clean tread leafs
2. Clean tread can wheels
3. Consolidate Stock (D) dept.
4. Weigh scrap

Any/All Existing Dunlop Job Descriptions

- MISCELLANEOUS:

1. Clean parking lot
2. Clean roadway
3. Assists in offices
4. Filing in Offices
5. Sweep floors
6. Wash windows
7. Wash/Clean/Paint guardrails
8. Wash/Clean/Paint tow motors
9. Wash/Clean /Paint machinery
10. Any other work within employee's restriction and business center.

#16

Issued November 4, 1991

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Balance Crew Person

During the 1991 negotiations the parties agree to discuss the establishment of a new classification of Balanced Crew Person which would be a multi-skilled classification to more efficiently balance the manning in each Division than the current use of Utility employees in the various Business Center. A multi-skilled Balanced Crew Person may be able to more effectively support the required work in various areas than the current classification manning.

Issued November 4, 1991

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Planned Maintenance Group

It is mutually agreed between the Company and the Union to establish two (2) work schedules within the same station for Departments 268 (Electrical) and 270 (Mechanics).

1. Planned Maintenance Group
Monday - Friday "A" Shift
7:00 AM - 3:00 PM (Subject to change by one (1) hour forward or backward)
2. All remaining Mechanics and Electricians will be scheduled as per this Continuous Operation Schedule.

It is mutually understood that the intent of establishing a Planned Maintenance Group is to primarily utilize this group for PM work. There is no intention to use this group as a utility work force within their respective stations to cover absences, vacations, etc, unless all overtime to cover such vacancy has been exhausted.

It is mutually agreed by the Company and Union that this agreement will supersede and take precedent over any and all conflicting provisions of any and all agreements between the Company and the Union.

Issued November 4, 1991

Revised August 2003Re: Plant-Wide Costs Per Pound Bonus Plan

During the 2003 Negotiations the Company and Union agreed to a plan that provides an opportunity for employees to share in improved productivity as measured by the cost per pound of each year's production.

- Section 1. Eligibility: Full time employees with one (1) or more years of service on December 31 of each Plan Year who are also on the payroll on April 1 of the following year and employees who worked and retired during the Plan Year are eligible to receive a bonus for the Plan Year.
- Section 2. Plan Years: Calendar years 2004, 2005, and 2006 will be Plan Years for purposes of this Plan.
- Section 3. Formula:
- (a) Eligible employees will be entitled to a payment based upon the annual cost/pound achieved during the Plan Year.
 - (b) Otherwise eligible employees will be eligible for a payment equal to the hours actually worked by the employee during each of the Plan Years times the cents/pound in the following table:

Costs/lb.	Cents
.706 or more	\$.00
.686 - .705	\$.20
.666 - .685	\$.40
.646 - .665	\$.60
.626 - .645	\$.80
.616 - .625	\$1.10
.606 - .615	\$1.30
.596 - .605	\$1.50
.586 - .595	\$1.75
.576 - .585	\$2.00
.566 - .575	\$2.25
.565 or less	\$2.50

- (c) Costs/lb. will be the average cost/lb. for the applicable Plan Year calculated as the total labor and overhead cost divided by the total lbs. warehoused. Such formula and will not be changed during the term of the Plan.

Section 4. **Payments:** Payments will be made in a lump sum (reduced by applicable withholdings) no later than the second week in April of the year following the Plan Year. This payment will not be included in any benefit or vacation calculation nor included in any ASTHE or any other average earnings calculation for any purpose.

Issued November 4, 1991

Revised August 2003

MEMORANDUM OF AGREEMENT

Re: Maintenance Issues

- (a) (1) Where cost justification is being asserted for outside contracting under 9.10 (A) (3), the bargaining unit hourly labor cost will not include fixed non variable fringe benefit costs where the work can be performed on an O.T. basis within the time constraints of the project and without interfering with other projects or coverage of stations.
- (a) (2) In the event work is contracted out in accordance with Section 9.10 (Outside Contractors) and the Company's rationale for contracting out is based solely on 9.10 (A) (3), the Company agrees to provide to the Union the estimated cost of the work to be performed by the outside contractor. The Company also agrees to provide, when requested, the final cost of the project once it is completed.
- (b) When engineers are performing work on the shop floor under Section 9.15 (D) which is reoccurring and repetitive, and it would be beneficial to the operations to have electricians have the knowledge and ability to perform such tasks, the Company will attempt to provide instructions on such tasks to the appropriate G.M. employee(s).

Issued November, 1994

Reissued **August 2003**

MEMORANDUM OF AGREEMENT

Re: Temporary Summer Vacation Period Employees

The Company may employ up to sixty (60) part-time/temporary employees to fill-in for absences created by vacations and long-term absences during the prime vacation months (**April** through September). Such employees will be assigned to fill vacant positions where employees are on scheduled vacation or long-term absence following any shift accommodations per current practice. They will not be used to fill behind employees who have been moved off of their regular job to cover for another employee's vacation absence except where overtime is exhausted for regular employees. It is expected that by utilizing such employees greater flexibility in vacation scheduling can be achieved without interfering with production. When hiring such employees preference will be given to relatives of Dunlop employees. Such employees will be employed at no less than new hire rate for the Pay Grade in which they are assigned, but they shall not be eligible for any of the other benefits provided for under this Agreement. Such employees shall not attain seniority rights but the provision of Section 1.02 will be applied. Such employees will be entitled to participate in overtime opportunities only where overtime for regular employees has been exhausted but may be scheduled to work the open shift if required by their crew assignment.

1.) Of the Summer help positions filled by relatives of Dunlop employees, no less than 80% of the position to be filled will be made available for relatives of bargaining unit employees (assuming a sufficient number of qualified applicants). These employees will be the first employed and the Company will maintain the minimum 80% ratio during the Summer subject to turnover.

Temporary Summer employees will not be employed when there are employees on layoff or lack of work who have the ability to perform work being performed by such employees.

The Company will update the Union on a weekly basis as to the number of summer help employees working in the plant and the jobs they are performing.

Following the use of this Memorandum each Summer, the Company and the Union Bargaining Committee will meet and assess the Summer's experience and address any problems that have occurred to make the program more workable for the following year.

This Memorandum of Agreement will terminate upon the expiration of the General Agreement.

#21

Issued November, 1997

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Warehouse Operations

The parties agree that during the term of this Agreement, the Company will not contract out the work being performed by Bargaining Unit employees in its existing warehouse operations, provided that the Company shall continue to have the right to contract out loading (either by outside truck drivers or lumpers) and railroad yard duties per its current practice. However, loading or lumping shall not be done by non-employees when Bargaining Unit employees willing to perform the work, can be reassigned from other work, and shall not be done on work associated with any medium truck tires, transfer orders and original equipment (e.g., Harley Davidson, Honda, etc.).

Issued November 4, 1994

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Five (5) Day, Eight (8) Hour Work Schedule

While the primary schedule for the Buffalo Plant is the 6-2/3 continuous operations schedule set forth in Section 5.03, the Company has reserved the right to utilize a normal eight (8) hour, five (5) day schedule in any area for some or all employees, e.g., certain departments and/or parts of the warehouse. Employees will be given at least thirty (30) calendar days' notice before being rescheduled from continuous operations to the normal five (5) day schedules or vice versa.

The language of General Agreement regarding work week schedules, breaks, overtime and premium pay, holiday undertakings and other agreements refers to the 6-2/3 continuous operations schedule. Most language in the General Agreement applies to both schedules and language applicable only to a normal eight (8) hour, five (5) day schedule is set forth in this Memorandum.

Standard Day and Standard Weeks

- The standard shift shall be eight (8) hours per day and the standard week shall be forty (40) hours. Any paid holidays that fall within the employee's scheduled work week shall be considered as a scheduled day of work.
- Eight (8) consecutive hours in any twenty-four (24) hour period shall constitute a standard work day and five (5) consecutive eight (8) hour days beginning with the starting time of the employee's shift on the first day of the regularly scheduled work week shall constitute a standard work week.

Minimum Scheduled Day For Saturday or Sunday

- No employee will be scheduled for less than four (4) hours work on a Saturday or Sunday.
- It is understood that an employee may agree to come in on a Saturday or Sunday for three (3) hours under conditions permitted by State Law.

Standard Shift Starting Times

- The standard shift starting times for shifts are as follows:

"A" Shift - 7:00 A.M. - 3:00 P.M.

"B" Shift - 3:00 P.M. - 11:00 P.M.

"C" Shift - 11:00 P.M. - 7:00 A.M.

- The time and one-half premiums shall not apply to any employee whose current absentee rate is in excess of the plant average for absenteeism unless they work in excess of eight (8) hours per day or in excess of forty (40) hours per week (excluding overtime hours).
- For hours worked after 7:00 P.M. on New Year's Eve. This Section shall not apply to regular seven (7) day per week operations (Boiler House, etc.). All schedules are run in accordance with the Continuous Shift Schedules Memorandum when any continuous operations are in effect. Therefore, this Section is inapplicable when the continuous operation schedule is in effect in any area of the plant.

Time and One-Half sixth Day

- The time and one-half premium shall not apply to any employee unless they work in excess of eight (8) hours on their normally scheduled shiftwork day or in excess of forty (40) hours per week (excluding overtime hours).

Pay for Holidays

- When a recognized holiday falls on Friday, Saturday will not be considered a scheduled day. The above shall apply except as the services of eligible employees are required in Receiving, Shipping, Mechanical and Non-Graded Departments.

Issued November, 1997

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Contracting Out - Company Intent

During the 1997 Contract Negotiations the subject of Outside Contractors was discussed.

The following is the intent of the Company in this regard:

1. It is not the intent to contract work out to keep from hiring people or to backlog work so it can be contracted out.
2. It is the intent to make an effort to utilize Maintenance employees to perform the work where it can be done by offering a reasonable amount of overtime to complete the work by the necessary date. It is expected that Maintenance employees who accept overtime as outlined above will follow through on their commitment and work the hours committed to complete the project.
3. Except as is provided in Article IX, Section 9.10, the Company will continue utilizing maintenance employees to perform work historically performed by such employees (e.g. projects arising out of machine breakdown, preventive maintenance) when the following procedure has been satisfied:
 - a) Employees who sign up for, and are selected to work on such projects are committing that they will be available to work on those projects on an as needed basis. This means that:
 - Overtime work on that project will take precedence over any other overtime work to which the employee may be entitled.
 - The employee will work overtime on that project when necessary, in assigning overtime on those projects every effort will be made to insure job continuity by assigning overtime to the man on the job.
 - Employees who do not sign up for a project will have no right to work on the project on a straight time or overtime basis.

- b) If an employee does not show up for a scheduled assignment, straight time, or overtime, the Company may replace or fill in for the unavailable employee from among the following options:
 - Temporary assignment
 - Call-in of an off-duty employee
 - Use of an outside contractor
 - c) If the Company does not obtain a sufficient number of employees to sign up for and commit to a project to perform the scheduled work in all of the classifications involved, the Company reserves the right to contract out for that project.
4. The outside contractor will be required to furnish his own tools with the exception of special tools.

#24

Issued November, 1997

Reissued August 2003

MEMORANDUM OF AGREEMENT

Re: Weight Allowance

A weight allowance will be paid to all incentive workers to compensate for lifting and working with heavy loads. The amount of allowance will be determined by the table below:

Physical: Consider the weight handled per man and only those elements of time under load to determine percentage (total time for under load elements divided by base times and use the closest percentage on the chart).

Weight Allowances: The percent allowances given below are based on the effective net weight being handled.

Effective Net Weight Handled					
	Percent of Time Under Load				
	1 - 12 %	13 - 25 %	26 - 50 %	51 - 75 %	76 - 100 %
1 - 10.99 lbs.	2	3	4	5	6
11 - 20.99 lbs.	3	4	7	9	12
21 - 30.99 lbs.	5	6	11	15	19
31 - 40.99 lbs.	6	7	15	21	27
41 - 50.99 lbs.	7	9	19	27	36
51 - 60.99 lbs.	8	13	24	X	X
61 - 70.99 lbs.	9	16	30	X	X
71 - 80.99 lbs.	10	18	36	X	X

* Effective 4/6/98

#25

MEMO OF AGREEMENT

Issued November 7, 1997

Reissued August 2003

Re: Successorship

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant operation or significant part thereof covered by this Collective Bargaining Agreement between the Company and the United Steelworkers of America, Local #135 that has not been permanently shut down for at least six months, to any other party (buyer) who intends to continue to operate the business the Company had unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) the buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining unit.
- (b) the buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

This provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent Company including any of its subsidiaries or its affiliates nor is it intended to apply to transactions involving the sale of stock except if a plant or a significant part thereof, which is covered by this Collective Bargaining Agreement is sold to a third party pursuant to a transaction involving the sale of stock or a transaction or series of transactions that results in a change in control of the Company.

A permanent shutdown for six months shall mean that for six (6) months following the final closure date.

- (1) bargaining unit work has been discontinued other than tasks associated with the shutdown of operations including but not limited to maintenance of the facility and property, and disposition of equipment, inventory or work in progress; and
- (2) the Company is processing and/or paying any applicable shutdown benefits under the labor and benefits agreement.

**LETTERS
OF
AGREEMENT**

LETTER 1

February 12, 2004

Michael Land
President, USWA Local 135
P O Box 1109
Buffalo, New York 14240

Re: Weekly Scheduling of Manpower

Dear Mike:

During the 2003 Local negotiations, the parties reviewed the issue of weekly scheduling of manpower. The parties specifically discussed the need to have the manpower schedule in each department posted in a timely fashion so that employees will know when they are scheduled to work the following week. The Company agrees that the manpower schedule will be posted in the designated area of each department no later than 11:00 AM Friday for the upcoming week.

Employees (through the use of a sign up sheet) may on a weekly basis exercise by seniority, shift progression on their job to fill any openings created by vacation, long term absence etc. (subject to the final approval by the Company). Utility employees will then man, on a week to week basis by seniority, the resulting job openings created by the above. Utility employees will be scheduled for shift by the week and job by the day.

The parties acknowledge that this is the production schedule, which may be amended due to manning issues, production requirements etc. that arise after the schedule is posted. The Company agrees to inform the Union Division Chairman in the event that changes are made to the schedule after the schedule is posted.

Sincerely,

Charles P. Cookson
Manager, Human Resources
Buffalo Manufacturing Facility

LETTER 2

August 20, 2003

Mr. Andrew V. Palm
International President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

The Company agrees to continue in effect for all bargaining unit employees in the Dunlop plant in Buffalo, New York and the Local Union in the plant agrees to accept both the Pension, Insurance and Service Award Agreement, with certain agreed to exceptions and modifications, and the changes in the 2003 Supplemental Unemployment Benefits Plan currently in effect in the Master Agreement.

It is further agreed that the Local Union in the above mentioned plant will pattern, or "Me Too", changes to any economic components of the Master Agreement, unless specifically excluded. In addition, the Buffalo Plant will participate in any reopener of the Master Agreement and may participate in meetings involving the Master plants according to the language. This plant will also be included in meetings such as Interim and other informational meetings.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

LETTER 3

MASTER LETTER 1

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

In the event that the Company should permanently close down any plant covered by the Company-Wide Agreement with the USWA and moves those manufacturing operations elsewhere, an employee put out of work by the closure, may make written application for employment at the new site under the Preferential Hiring provisions contained in Article X of the Master Agreement.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

(Original letter dated April 15, 1959 from F J Carter to Goodyear Section International Policy Committee)

LETTER 4

MASTER LETTER 5

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

In the event that the Company opens a new manufacturing facility or acquires a manufacturing facility within the confines of the United States for the manufacture of products of a type produced in existing plants covered by the Company-Wide Agreement, the Company will provide any laid-off employees or surplus employees scheduled for layoff, the hiring rights provided for in the Neutrality Letter.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____

Andrew V. Palm

(Original letter dated July 24, 1967 from Nelson G Ball to Kenneth Oldham)

LETTER 5

MASTER LETTER 22

October 25, 2000

Mr Richard H Davis
International VP/Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr Davis:

During the 2000 Master negotiations, the parties discussed reimbursement of employees' costs of adoption of a child under age 18 not related to the employee by blood or marriage.

It was agreed that an employee who, while accumulating continuous service during the term of this Agreement, wishes to adopt such a child, will, at the time of court finalization of the adoption, be reimbursed for the following covered expenses:

1. Expenses for court costs and investigative, counseling and supervision fees charged by a recognized adoption agency which is licensed by appropriate State or County government authorities, not to exceed three thousand dollars (\$3,000.00).
2. Legal fees associated with the adoption procedure, not to exceed one thousand dollars (\$1,000.00).

Sincerely,

J L Allen
Director
Global Labor Relations

Agreed:
(sgd)Richard A Davis

(Original letter dated April 23, 1988 from F R Tully to Stanley Somo.)

LETTER #6

MASTER LETTER 24

August 20, 2003

Mr. Andrew V Palm

International Vice President of Administration

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Mr. Palm,

During the 2003 Master negotiations, the subject of deductions for USWA/PAC contributions was discussed. In accordance with Federal Election Commission guidelines, the Company will agree to weekly PAC deductions from earnings for each active union member, provided they sign a USWA/PAC authorization form. The Company also agrees to a monthly PAC deduction from retiree's pensions who were Union members, provided they sign a USWA/ PAC authorization form.

In addition, the Company will deduct Steelworkers Organization of Active Retirees (SOAR) dues from retiree's pensions who were union members, provided they sign a duly executed authorization form for this purpose.

In consideration, the Union agrees to:

- 1) Provide to the Company a duly executed authorization form signed by the individual employees who wish to have contributions deducted from their earnings.**
- 2) Provide to the Company a duly executed authorization form signed by the individual retirees who wish to have contributions deducted from their pension payments.**
- 3) Indemnify, defend and save harmless the Company from any claims, suits, judgements, fines, penalties, attachments and from any other form of liability as a result of implementation of this Agreement.**

The pay from which the deduction and the date on which the remittance check is to be delivered to the Union shall be determined by the parties once the deduction system is available.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: _____

Andrew V. Palm

LETTER #7

MASTER LETTER 25

August 20, 2003

Mr. Andrew V Palm

International Vice President of Administration

United Steelworkers of America

Five Gateway center

Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the subject of work records of preferential hire applicants was discussed. With the addition of the Kelly-Springfield and Dunlop Plants to the Master Plant preferential hiring process, there have been concerns over the consistency of the review process of work records for those employees requesting consideration for preferential hire.

In an effort to fairly give employees requesting preferential hire a consistent review of their work records, the existing review process has been clarified as follows:

- A) Each applicant for preferential hire should have their work record reviewed at the time of layoff.
- B) The "sending" plant is responsible for the determination of whether an applicant is "acceptable" or "not acceptable" for preferential hire.
- C) Applicants will be determined "not acceptable" for preferential hire for one of the following reasons:
 - 1. Work record contains a current or active Last Chance Letter of Commitment/ Loss of Value Letter.
 - 2. Work record contains any suspension for absenteeism, including a waived suspension, within the last twelve months prior to layoff.

In the event an employee loses employment as a result of a permanent plant closure and applies for preferential hire, the restrictions contained in Section C above are hereby waived.

- D) If the applicant has any current disabling restrictions on his or her record, the applicant will be deemed "acceptable" if he or she is capable, with or without reasonable accommodations, of performing the essential functions of the job.

Disciplinary records of preferential hires will transfer to the new location.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 8

MASTER LETTER #28

August 20, 2003

Mr. Andrew V. Palm
International VicePresident of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 negotiations, the subject of outside contracting was discussed at great length. In an effort to help resolve problems in connection with the use of outside contractors, the following agreement was reached.

All maintenance bargaining-unit work will be performed by employees from within the bargaining unit. Such work will be contracted out only when necessary to assure efficient plant operations. Criteria for considering such decisions are availability of manpower with the necessary training, ability and skills, availability of necessary equipment, reasonably competitive cost, and purchase and performance guarantees at no additional cost to the Company.

Contracting Out Committee

The company agrees to make every reasonable effort to utilize personnel for maintenance work necessary for the plant's manufacturing process. The parties agree to establish a Contracting Out Committee at the local level, half of whom shall be members of the bargaining unit and designated by the Union President, and half will be management. This group should include where applicable the maintenance division chairman, and the appropriate management counterpart. This Committee shall be limited to no more than 6 people in a large plant and an appropriate number in small plants. The Committee shall meet as required but not less than monthly to attempt to resolve problems in connection with contracting out at the plant.

Notice and Information

1. Prior to the Company entering into any agreement or arrangement to use outside contractors to perform maintenance bargaining unit work, the Company will, upon contemplating the

use of an outside contractor, provide written Notice to the Contracting Out Committee. Such Notice to be given not less than five (5) days in advance of letting the contract. In the case of an emergency which prevents such advance Notice, the Union will be notified immediately upon the Company becoming aware of the emergency.

2. Should the Union believe a meeting to be necessary, a written request shall be made within three (3) days (excluding Saturdays, Sundays and holidays) after receipt of such Notice. The meeting shall be held within two (2) days (excluding Saturdays, Sundays and holidays) thereafter. At such meeting, the parties shall review in detail the plans for the work to be performed and the reasons for using outside contractors. The Company will give good faith consideration to any suggestions by the Union members of the committee and to any alternate plan proposed by the Union members for the possible performance of the work by bargaining unit personnel.
3. Should the Company fail to give Notice as provided above, then not later than thirty (30) days from the later of the date of the commencement of the work or when the Union becomes aware of the work, a grievance relating to such matter may be filed.

Mutual Agreement

1. In the event the Contracting Out Committee resolves a matter in a fashion which in any way permits the use of outside contractors, such resolution shall be final and binding only as to the matter under consideration and shall not affect future determinations under this Letter.
2. No agreement, whether or not reached pursuant to this Letter, which directly or indirectly permits the use of outside contractors on an ongoing basis shall be valid or enforceable unless it is in writing and signed by the President of the affected Local Union.

Expedited Procedure

1. In the event either party requests an expedited resolution of any dispute arising under this Section, it shall be submitted to the Expedited Procedure in accordance with the following:
 - a. In the event the parties cannot reach an agreement regarding the contracting out dispute, the Company may let the contract. Within three (3) days (excluding Saturdays, Sundays and

holidays) either party may advise the other in writing they are invoking this Expedited Procedure.

- b. Procedures for expedited arbitration will be developed by the parties. At such hearing a Union member and a Company member of the Contracting Out Committee shall represent the respective parties.
 - c. The arbitrator shall render a decision within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) of the conclusion of the hearing.
2. Notwithstanding any other provision of this Agreement, any case heard in the Expedited Procedure before the work in dispute was performed may be reopened by the Union if such work, as actually performed, varied in any substantial respect from the description presented in arbitration.

Commitment

In addition to the other understandings described herein, the Company agrees that where total hours worked by employees of outside contractors in the plant on bargaining unit work reach or exceed the equivalent of one (1) full time employee, in a particular craft or classification, defined as forty (40) hours per week over a period of time sufficient to indicate that the work is full time, the work performed by outside contractors will be assigned to employees and the number of bargaining unit employees will be appropriately increased if necessary, unless the work cannot be performed by the addition of an employee(s), or that assignment of the work to employees would not be economically feasible.

Quarterly Review

1. Quarterly reviews will be held based on the provisions of Letter 29 as appropriately revised.
2. During the quarterly review, the parties shall review the Company's compliance with the Commitment set forth above, including providing the Union all information necessary to evaluate said compliance. In the event the Union believes that the Company is not in compliance with the Commitment, the Union may enforce the Commitment through the grievance and arbitration provisions of the Agreement, irrespective of the Company's compliance with any other obligation in this Letter or any other part of the Agreement. The arbitrator shall remedy the situation, which may include adding labor.

General Provisions

1. Special Remedies

- a. Where it is found that the Company (a) engaged in conduct which constitutes willful or repeated violations of this Letter or (b) violated a cease and desist order previously issued by an arbitrator, the arbitrator shall fashion a remedy or penalty specifically designed to deter the Company's behavior.
- b. With respect to any instance of the use of an outside contractor, where it is found that Notice or information was not provided as required under this Letter, and that such failure was willful or repeated or deprived the Union of a reasonable opportunity to suggest and discuss practicable alternatives to the use of an outside contractor, the arbitrator shall fashion a remedy which includes earnings and benefits to bargaining unit employees who otherwise may have performed the work.

Outside Individuals Testifying in Arbitration

No testimony offered by an individual associated with an outside contractor may be considered in any proceeding unless the party calling the outsider provides the other party with a copy of each outside contractor document to be offered in connection with such testimony at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before commencement of that hearing.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed

Andrew V. Palm

LETTER 9

MASTER LETTER 29

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

RE: Letter #28 - CBA

Dear Mr. Palm:

During the 2003 Master negotiations, the parties established the following parameters for conducting **Quarterly and Annual Review** of outside contracting work performed in the plant that is specified in the subject letter:

- 1. The Quarterly meetings will be held at each plant covered by the Master Agreement during the second, third and fourth quarters of each calendar year.**
- 2. The Annual meeting(s), which will also serve as the first quarter meeting,** will be held at each plant covered by the Master Agreement before March 1st of each calendar year.
- 3. Standard information that will be provided by the Company to the Contracting Out Committee for the review meetings is as follows:**
 - a) Listing of all contracts that were let in the previous **quarter, by date,** to perform maintenance work that is traditionally performed by plant bargaining unit employees.
 - b) Name of contracting company awarded each contract.
 - c) Nature of the work contracted and location, by Business Center or Department.

- d) Labor hours worked for each contract ... actual hours if available, estimated hours if actual not available...total labor cost of contract if available.
- e) Total contracts let and total contractor hours worked for the previous calendar quarter and year.

- 4.** In addition to discussing outside contracting, during the annual meeting the parties will discuss any events that have contributed to accomplishing the intent of Letter #26 of the 1997 CBA, as well as future plans relative to fulfilling the obligations set forth in the letter.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

LETTER 10

MASTER LETTER 30

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear **Mr. Palm**:

During the course of the **2003** Master negotiations the subject of the "lead hand" concept was discussed.

A. Number of Lead Hands and Targeted Savings Value

Within forty-five (45) days following ratification of the 2003 master Agreement the local parties shall reach agreement on the number of Lead Hands at the respective plants, given the terms of Approved Tool Kit Item 2 of the Improvement Agreement of the 2003 master Agreement. Failing agreement, such issues shall become part of the Final Offer Arbitration Submission provided for in the Improvement Agreement.

B. Implementation Guidelines:

1. The selection criteria will be established jointly with minimum standards set for attendance and work history. The application of bargaining unit service will be the determining factor only when all other selection criteria are considered equal.
2. Specific job duties will be determined jointly at the local level and may include but not limited to such duties as the direction of work as required, alignment of labor, canvassing for overtime, various administrative duties including payroll within their respective work areas, ordering stock and requisitioning items from stores.

3. The rate of the job will be established at the local level and will be no less than an additional ten (10) percent above the rate of the job of their assigned job classification.
4. The lead hand will not be permitted to administer discipline.

The parties agree that a joint oversight committee will be established locally to monitor implementation of this concept and periodically discuss any issues that may arise out of this process. *

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: Andrew V. Palm

LETTER 11

MASTER LETTER 32

October 25, 2000

Mr Richard H Davis
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr Davis:

During the course of the 2000 Master negotiations, the parties agreed that the Dunlop plants in Buffalo, New York, and Huntsville, Alabama, and the Kelly/Springfield plants in Fayetteville, North Carolina, Freeport, Illinois, and Tyler, Texas will be included in the preferential hiring process in accordance with the provisions of Article X, Section 1(a) 7., 8., and 9. of the Master Labor Agreement.

Sincerely yours,

J L Allen
Director Global Labor
Relations

Agreed: _____
Richard H Davis

LETTER 12

MASTER LETTER 33

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master Negotiations, the subject of new employee orientation was discussed. It was agreed that the involvement of both management and the Union is of value to the orientation process for new employees. The parties recognize the importance of proper new employee orientation and that it is imperative that new employees receive necessary information about the Company and the Union. To accomplish this objective, the parties agreed that employees who are hired as part of the bargaining unit will be allowed to meet with local union leadership during their first week of employment.

The Company will pay up to a maximum of eight (8) hours of time lost during the employee's regular shift for this orientation. The logistics of the meeting(s) during this week will be handled by the parties at each plant.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:

Andrew V. Palm

LETTER 13

MASTER LETTER 34

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the parties agreed to the following regarding Cost-of-Living Allowance adjustments:

The Union agrees that the COLA adjustment that was scheduled for July 7, 2003 and the COLA adjustment that is scheduled for October 6, 2003 will be calculated in accordance with the formula outlined in the 2003 General Wage Agreement.

However, in order to partially offset the cost of Retiree benefits, the Company and Union agree that the adjustment for each of these quarters will be not be paid as scheduled. As a result, regular quarterly COLA adjustments will resume January 5, 2004 in accordance with the General Wage Agreement. The January 5, 2004 adjustment will not include the unpaid COLA from July 7, 2003 or October 6, 2003.

Effective April 3, 2006, the July 7, 2003 and October 6, 2003 COLA Adjustments will be restored on a prospective basis, as follows:

- If the combined COLA adjustments would have generated \$.23 or less, the restoration will be \$.23.
- If the combined COLA adjustments would have generated \$.24, the restoration will be \$.24.
- If the combined COLA adjustments would have generated \$.25 or more, the restoration will be \$.25.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 14

MASTER LETTER 35

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

Subject: Improvement Agreement

During the course of the 2003 Master negotiations the parties discussed and recognized the need to improve the competitive position of the North American operations. The parties agree that plant productivity can only be substantially affected through a well-defined and jointly controlled structure designed for this purpose. Local Improvement Plans will be determined at each location pursuant to the procedures set forth in this Improvement Agreement using the Approved Tool Kit Items set forth below.

The parties may discuss any mutually agreeable items. Any such items upon which the parties agree shall become part of the Local Improvement Plan, and the value of such items shall be credited against the Targeted Savings applicable to the plant in question. However, should the parties fail to reach complete agreement and be required to use the interest arbitration procedure provided for herein, only Approved Tool Kit Items can be included in the final submission of either party. Nothing in a Local Improvement Plan shall require employees to work unsafely or to perform operations on which they have not been adequately trained. Inclusion of items other than Approved Tool Kit Items in a Final Offer Submission will disqualify such Submission.

No Tool Kit Item shall change master contract language.

<u>APPROVED TOOL KIT ITEMS</u>	
<u>1</u>	<u>Development of incentive plans and/or gain sharing plans throughout the plant, provided that such plans are consistent with the principles set forth in Attachment A.</u>
<u>2</u>	<u>Utilization of Lead Hands in all plants valued at no less than one staffing unit (valued at \$74,500 each) reduction for each three (3) Lead Hands, such utilization to be a mandatory Tool Kit Item and not subject to the veto provisions herein provided. Lead Hand</u>

	<u>implementation shall be consistent with revised master Agreement Letter 30.</u>
<u>3</u>	<u>Restriction adjustments for available labor/temporary transfers</u>
<u>4</u>	<u>Waste reduction, task redesign, work reorientation, computer technology, and other employee involved cost reduction efforts</u>
<u>5</u>	<u>Changes in light/modified duty work assignments</u>
<u>6</u>	<u>Reduction of assigned manning through acceptable work design</u>
<u>7</u>	<u>Revise job vacancy (job posting), job surplus and/or transfer language to generate productivity savings</u>

Targeted Savings for each USWA plant are set forth in Attachment B. It is understood that each individual plant's Targeted Savings will be included as part of the 2003 master Agreement.

No later than thirty (30) days following ratification of the master Agreement, each of the identified plants will establish a Joint Committee consisting of members of the Local Union Bargaining Committee, who shall be compensated by the Company for all joint meetings, and members of the local plant management to jointly review each parties' specific plan for realizing the savings objective using the Approved Tool Kit Items as well as any other mutually acceptable items. Savings can be achieved through staffing reductions or other cost savings. Savings achieved through staffing reductions will take place no later than the time frames indicated in the plan. Staffing reductions are expected to occur through attrition; however the following must be achieved:

- 30% of the proposed staffing reductions must be accomplished by July 1, 2004 exclusive of any incentive system savings included in the Local Improvement Plan that have not been installed as of April 1, 2004
- 65% of the proposed staffing reductions must be accomplished by January 1, 2005
- 100% of the proposed staffing reductions must be accomplished by July 1, 2005

The Joint Committees shall promptly enter into discussions at each plant in an effort to develop jointly a Local Improvement Plan. Such discussions shall be completed no later than sixty (60) days following the date of ratification of the master Agreement, and upon mutual agreement these local discussions will be in lieu of local negotiations.

Should the parties be unable to reach agreement on a joint plan, the matter shall promptly be referred to impartial arbitration. The parties will exchange Final Offers which must satisfy the requirements of this

Improvement Agreement and its Attachments. Such exchange shall be effected prior to submission of the Final Offers to the arbitrator. Once exchanged, Final Offers may not be changed, except pursuant to the veto procedure set forth immediately below.

The Union shall have the right to veto Approved Tool Kit Item 1 (incentive and / or gainsharing plans) and not more than one of the other Approved Tool Kit Items. This veto right is exercisable after the exchange of Final Offers but before submission of Final Offers to the arbitrator. The Company shall have up to fourteen (14) days to substitute non-vetoed Approved Tool Kit Items and/or to revise non-vetoed Items contained in the Company's Final Offer, in either case the total value of such substitutions and/or revisions not to exceed the value of the vetoed Item or Items. It is agreed that the increased value of any Item previously in the Company's Final Offer and revised after the exercise of the Union's veto rights may not exceed 25% of the value attributed to such Item in the Company's offer.

In a case, however, where an item appears in both Final Offers but is vetoed because the Union disagrees with the Company regarding its value, the Company may resubmit such item at a value equal to the value attributed to such item by the Union. If the Company elects instead in such a case to substitute a different item for the vetoed item that was in both Final Offers, that item shall be stricken also from the Union's Final Offer, and the Union must substitute another Approved Tool Kit Item of the same value as the stricken item.

The arbitrator shall have authority only to select in its entirety either the Union's or the Company's Final Offer as modified pursuant to the veto procedure (a "Submission"). Following a hearing in which the parties shall present evidence and arguments in support of their respective Submissions and/or in opposition to that of the other party, the arbitrator shall make his/her selection based on his/her determination that such Submission, utilizing only the approved Tool Kit Items, best satisfies the requirements of this Improvement Agreement and its Attachments.

Implementation of a Local Improvement Plan that has been developed either by agreement of the parties or by final offer arbitration shall commence no later than six months following ratification of this Agreement. It is understood, however, that implementation of new incentive or gain sharing plans will require feasibility studies and that such plans will be implemented as soon as practical.

Following the finalization of the Local Improvement Plan under the process described above, the parties shall, at least once every six months, meet to review the implementation of the Plan and the progress toward achievement of the Productivity Targets. In the event the Company believes

that insufficient progress is being made at any particular plant, it may provide the Union with information substantiating its concern and any information requested by the Union regarding this matter. The parties shall then meet and attempt to reach an agreement on the steps necessary to facilitate the progress. If the parties are unable to reach an agreement, and the Plan had been previously arbitrated, the original arbitrator shall retain jurisdiction over any disagreement over the progress of the Plan.

In a case where the Company believes that the Union is making insufficient effort in implementing a Plan developed pursuant to joint agreement, it shall provide the Union with information substantiating its concern and any information requested by the Union regarding this matter. The local parties shall then meet and attempt to reach an agreement on the steps necessary to facilitate the progress. If the local parties cannot resolve the matter, the parties shall submit the dispute to a joint committee consisting of Akron Labor Relations and USWA International personnel who will attempt to assist the local parties in resolving the dispute. If the matter is not thereby resolved, the dispute may be submitted to an arbitrator who may, if he or she finds that the Union is making insufficient effort in implementing the Plan, fashion a remedy regarding enforcement of the jointly developed Plan. In such a case, the fact that the Company has taken action which inhibits progress shall be a defense to a claim of insufficient effort.

It is understood that staffing reductions as a result of ticket reductions shall not be credited toward achieving any Targeted Savings.

Sincerely yours,

J. L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 35 - ATTACHMENT A

The following principles must be adhered to in the establishment of any new incentive or gainsharing systems:

Incentive Systems

- New incentive systems must be in conformity with Article VIII of the master Agreement.
- Increase in earnings results in decrease in labor cost of product.
- The application of average hourly earnings (AHE) shall be as provided for in Letter 38
- Earnings opportunity of at least 120% - 125% of adjusted base rate (i.e., incorporating COLA) for individual incentive plans.
- Earnings opportunity of at least 110% - 115% of adjusted base rate (i.e., incorporating COLA) for group incentive plans.
- Incentives should compensate for performance above acceptable day work standards.
- No employee may have both an incentive system and a gainsharing system.

Gainsharing Systems

- New gainsharing systems must be established utilizing mutually acceptable, recognized industrial engineering methodology.
- Increase in earnings results in decrease in labor cost of product.
- No employee may have both an incentive system and a gainsharing system.
- Any Tire plant whose Conversion Cost was below \$70 per 100 pounds for the year 2002, may immediately develop and agree to a gainsharing plan that uses their year-end 2002 Conversion Cost as a base from which gainsharing begins. Any Tire plant with a Conversion Cost above \$70 per 100 pounds for the year 2002 may develop and agree to a gainsharing plan that uses \$70 per 100 pounds as a base from which gainsharing begins.
- The baseline for Engineered Products Plants will be either the total hourly compensation as a percent of conversion cost, or the output per labor hour based on the individual plant product measurement for the year 2002. A gainsharing plan may be developed for savings beyond a 10% improvement from each plant's baseline. The Sun Prairie gainsharing plan shall be used as a model in the development of a new gainsharing plan.
- The maximum individual bonus in any given quarter will be 3.0% of the individual's eligible earnings.

LETTER 35 - ATTACHMENT B

<u>PLANT</u>	<u>STAFFING REDUCTION</u>	<u>TARGETED SAVINGS</u>
<u>Fayetteville</u>	<u>220</u>	<u>\$20,680,000</u>
<u>Gadsden</u>	<u>123</u>	<u>\$11,562,000</u>
<u>Union City</u>	<u>254</u>	<u>\$23,876,000</u>
<u>Buffalo</u>	<u>133</u>	<u>\$12,502,000</u>
<u>Danville</u>	<u>236</u>	<u>\$22,184,000</u>
<u>Freeport</u>	<u>27</u>	<u>\$2,538,000</u>
<u>Topeka</u>	<u>150</u>	<u>\$14,100,000</u>
<u>Tyler</u>	<u>194</u>	<u>\$18,236,000</u>
<u>Akron</u>	<u>37</u>	<u>\$3,478,000</u>
<u>Lincoln</u>	<u>65</u>	<u>\$6,110,000</u>
<u>Marysville</u>	<u>10</u>	<u>\$940,000</u>
<u>St Marys</u>	<u>35</u>	<u>\$3,290,000</u>
<u>Sun Prairie</u>	<u>16</u>	<u>\$1,504,000</u>
<u>GRAND TOTAL</u>	<u>1,500</u>	<u>\$141,000,000</u>

- * Targeted savings can be achieved through staffing reductions or other cost savings.

LETTER 15

MASTER LETTER 37

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, there was considerable discussion between the parties concerning employee eligibility for SUB if return to work is refused and the job is filled with a new hire. As a result, it was agreed by the parties that if an existing vacancy is filled with a new hire, a laid off employee who elects not to accept recall to any bargaining job for which he is eligible will waive any existing right to benefits as described in Article VIII (4) of the SUB Agreement during the applicable SUB period. However, this disqualification from benefits will not apply to a laid off employee who is recalled but is not capable of performing the job due to medical restrictions or to a maintenance employee who refuses production work as specified in Article I, Section 4 (b) (3) of the SUB Agreement.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

LETTER 16

MASTER LETTER 41

August 20, 2003

Mr. Andrew V Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the subject of successorship was discussed at great length. As a result of these discussions, the following was agreed to for the Master Contract plants and Kelly-Springfield plants:

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant, operation or significant part thereof covered by this Collective Bargaining Agreement between the Company and the United Steelworkers of America that has not been permanently shut down for at least six months, to any other party (buyer) who intends to continue to operate the business as the Company had unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) the buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining unit.
- (b) the buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

This provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent Company including any of its subsidiaries or its affiliates, nor is it intended to apply to transactions involving the sale of stock except if a plant or a significant part thereof, which is covered by this Collective Bargaining Agreement is sold to a third party pursuant to a transaction involving the sale of stock or a transaction or series of transactions that results in a change in control of the Company.

A permanent shutdown for six months shall mean that for six (6) months following the final closure date:

- (1) bargaining unit work has been discontinued other than tasks associated with the shutdown of operations including but not limited to maintenance of the facility and property, and disposition of equipment, inventory or work in progress; and
- (2) the Company is processing and/or paying any applicable shutdown benefits under the labor and benefits agreement.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 17

MASTER LETTER 43

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, the following understanding was reached concerning the USWA/Goodyear Institute For Career Development.

1. Establishment

Effective January 1, 2006, the Union and the Company hereby establish the USWA/Goodyear Institute for Career Development (the Institute) which, in conjunction with similar programs negotiated by the Union with various other employers, will be administered under the rules and procedures of the Institute for Career Development (ICD).

2. Purpose

The purpose of the Institute is to provide resources and support services for the education, training and personal development of the Employees of the Company, including upgrading their basic skills and educational levels.

3. Guiding Principles

The Institute and ICD shall be administered in a manner consistent with the following principles:

- a. workers must play a significant role in the design and development of their jobs, their training and education and their working environment;**

- b. workers should be capable of reacting to change, challenge and opportunity and this requires ongoing training, education and growth; and
- c. worker growth and development can only succeed in an atmosphere of voluntary participation in self-designed and self-directed training and education.

4. Financing

The Institute will be financed by a contribution of:

- a. 4.0 cents for each tire sold by the North America Tire Business Unit; and
- b. .075% of the revenue generated by the Engineered Products Division's North American Business.

The amount generated through the above formula shall be allocated to the program at each of the facilities covered by this Agreement on the basis of the number of bargaining unit employees at each such facility in relation to the total number of bargaining unit employees.

The parties will also seek and use funds from federal, state and local governmental agencies.

5. Administration

- a. The Institute will be administered jointly by the Company and the Union in accordance with procedures, rules, regulations and policies agreed to by the parties.
- b. Training is separately provided for in the Agreement. The Company may, however, contract with the Institute to provide services and resources in support of such training.
- c. The Company agrees to participate fully as a member of ICD in accordance with policies, rules and regulations established by the ICD. The Company's financial contributions to the Institute will continue to be separately tracked. ICD will continue to be under the joint supervision of the Union and participating employers with a Governing Board consisting of an equal number of Union and employer appointees.

6. Reporting, Auditing, Accountability and Oversight

The following minimum requirements shall govern reporting, auditing, accountability and oversight of the funds provided for in Paragraph 4.

a. Reporting

- (1) For each calendar year quarter, and within thirty (30) days of the close of such quarter, the Company shall account to the Institute, the ICD, the International Union President and the Chair of the Union Negotiating Committee for all changes in the financial condition of the Institute. Such reports shall be on form(s) developed by the Institute broken down by plant and shall include at least the following information:**

 - (a) The Company's contribution, an explanation thereof and the cumulative balance; and**
 - (b) a detailed breakdown of actual expenditures related to approved program activities during said quarter.**
- (2) The Union Co-Chairs of each of the Local Joint Committees shall receive a report with the same information for their plant or Local Union, as the case may be.**

b. Auditing

The Company or the Union may, for good reason, request an audit of the Company reports described in Paragraph 6(a) above and of the underlying Institute activities made in accordance with the following: (1) the Company and the Union shall jointly select an independent outside auditor; (2) the reasonable fees and expenses of the auditor shall be paid from ICD funds and (3) the scope of audits may be Company-wide, plant-specific, or on any other reasonable basis.

c. Approval and Oversight

Each year, the Local Joint ICD Committees shall submit a proposed training/education plan to the Chairs of the Union and Company Negotiating Committees or their designees. Upon their approval, said plans shall be submitted to the Institute. The Institute must approve the plan before any expenditure in connection with any activities may be charged against the funds provided for in this Agreement. An expenditure shall not be charged against such funds until such expenditure is actually made.

7. Dispute Resolution Mechanism

Any dispute regarding the administration of the Institute at the Company or plant level shall be subject to expedited resolution by the Chairs of the Union and Company Negotiating Committees and the Executive Director of ICD who shall apply the policies, rules and regulations of the Governing Board and the provisions of this Section in ruling on any such dispute. Rulings of the Executive Director may be appealed to the Governing Board, but shall become and remain effective unless stayed or reversed by the Governing Board.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 18

MASTER LETTER 44

August 20, 2003

Mr. Andrew V Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the subject of Public Policy Activities was discussed. The parties agreed to the following:

1. Effective January 1, 2006, the Company and Union hereby agree to establish a jointly administered public policy fund (Public Policy Fund) meeting the following guidelines.
 - a. Purpose and Mission: The purpose of the Fund shall be to:
 - (1) Support public policies promoting the mutual interests of the Company and the Union on such subjects as health care, legacy costs, currency valuation, and other public policy issues of importance to the parties;
 - (2) To contribute to and promote greater cooperation between labor and management; and
 - (3) To assist the Company and Union in solving problems of mutual concern that are not susceptible to resolution through collective bargaining.
 - b. The Public Policy Fund will pursue its mission through labor-management cooperative endeavors such as public and political education, issue advocacy, research, and the coordination of such activities with other like-minded groups.
 - c. The Fund will have an eight-person Governing Committee. The Company representatives shall include its Chief Executive

Officer (or his designee), the Senior Officer at its North American Tire Division, the Senior Officer at its Engineered Products Division and one other senior officer of the Company. The Union representatives shall include the International President of the USWA or his designee, the Executive Vice-President of the Union's Rubber and Plastic Industry Conference; the Chair of the Union's Negotiating Committee and one other individual designated by the Union.

d. The Public Policy Fund will be financed as follows:

- (1) 2.7 cents for each tire sold by the North American Tire Business Unit.
- (2) .05% of the revenue generated by the Engineered Products Division's North American Business.

e. All activities of the Public Policy Fund shall be subject to approval by the Governing Committee, provided that :

- (1) With respect to any aspect of the content, administration, delivery or implementation, of any programs or activities conducted under the auspices of the Fund, the Union Members of the Governing Board shall be free to propose that the Union or its designee take any or all responsibility for such content or administration, delivery or implementation, subject to the reasonable approval of the Company Members.
- (2) In the event the Union does take such approved responsibility, the Company shall fully cooperate with the Union or its designee with the resources required for any administration, implementation or delivery for which the Union receives approved responsibility.

f. It is expected that a portion of the Contribution shall, at the Union's request, be allocated to the industry-wide coalition described below,

g. The parties will develop a report form to track accrued obligations and expenditures on a regular basis.

2. Industry-Wide Activities

- a. The Company agrees to join an Industry-Wide Labor/Management Committee (IWC) effective on the agreement of at least one other major tire Company's agreement to join such committee.
- b. The parties agree that the IWC will serve as a focal point for industry-wide joint activities as agreed to by the parties. The parties will continue to pursue other activities separately as appropriate.
- c. The IWC will have a Governing Board consisting of an equal number of Union and Company representatives. The Board will be co-chaired by the President of the USWA and a CEO (or his designee) selected by the participating companies.
- d. All activities conducted under the banner of the IWC shall be approved by the Governing Board.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 19

MASTER LETTER 45

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, the following understanding was reached concerning the Workforce Training Program.

1. Commitments

The parties are committed to:

- a. the Company's workforce being sufficiently skilled so that all bargaining unit work can be performed in accordance with this Agreement by employees; and
- b. Employees receiving sufficient training to allow for all reasonable opportunities to progress within the Bargaining Unit where practical and maximize their skills to the greatest extent possible.

2. Plant Training Committees

a. Appointment and Composition

The parties shall establish a Plant Training Committee at each of the Company's facilities. The Committee shall be composed of not less than four (4) and not more than six (6) representatives, half of whom shall be Union representatives and half of whom shall be Company representatives. The Company members of the Committee shall be selected and serve at the pleasure of the Company. The Union members of the Committee shall be selected and serve at the pleasure of the Local Union President/Unit Chair at the plant.

b. Staff

Effective January 1, 2006, each Plant Training Committee shall have one (1) full time Training Coordinator who will be responsible for coordination and oversight of the Training Program for bargaining unit employees. The Training Coordinator will be an employee selected by and serving at the pleasure of the Chair of the Union Negotiating Committee, in consultation with the Local Union President(s)/Unit Chair(s) at the plant, subject to the reasonable approval of the Company. The Training Coordinator shall be compensated in accordance with standard local plant understandings.

3. Study of Workforce Training Needs

Within six (6) months of the Effective Date, each Plant Training Committee shall complete a report (Report) of the expected training needs of the workforce over the term of the Agreement, given the Commitments outlined in Paragraph 1 above. Such Report shall include Findings and Recommendations as described below.

a. Findings

- (1) an age and service profile and the anticipated attrition rates of the workforce over the short term and long term future, it being understood that the study is performed solely for the purpose of determining attrition rates.
- (2) an assessment of the current skill requirements (both competencies and force levels) of the plant, the availability of such skill requirements within the existing workforce and any training necessary to bring the competencies and/or force levels of the current workforce into prompt conformity with the plant's current skill requirements;
- (3) an evaluation of the appropriateness of existing training and the necessity of developing additional training, giving due consideration to emerging and changing patterns and trends in technology and future skill needs;
- (4) an examination of current overtime levels and an assessment of whether employees in certain positions are working excessive overtime;

- (5) an examination of methods by which productivity can be improved through additional training of employees;
- (6) an examination of the plant's business plan, including projected capital spending, planned or potential new technology or technological change and other relevant factors over the term of the Agreement; and
- (7) an assessment of the work practices and the training practices at the plant.

b. Recommendations

Based on its Findings, the Plant Training Committee shall develop a comprehensive training program, including a detailed implementation plan and all necessary resources for administration, implementation, delivery and evaluation (Training Program) designed to, on a practical and timely basis, meet the commitments outlined in Paragraph 1 above.

c. Update

Each year the Plant Training Committee shall prepare an Update that reviews the Findings and modifies them based on changed circumstances, measures the success of the Training Program against its objectives and modifies the Training Program accordingly.

d. Separate Statements

The Report and each Update will include separate statements by the parties with respect to any Finding or Recommendation as to which they disagree.

4. Action by the Chairs of the Negotiating Committee

- a. Within thirty (30) days of receipt of the Report or an Update, the Chair of the Union Negotiating Committee and the Plant Manager shall approve a Training Program or Update (including modifications upon which they can agree) or submit those matters on which they do not agree to Arbitration, pursuant to procedures to be agreed upon by the parties.
- b. The dispute will be resolved expeditiously on the basis of a final offer submission by the parties at a hearing. The arbitrator will determine which of the submissions best meets

the Commitments outlined in Paragraph 1 above, in light of the Findings referred to in Paragraph 3(a) above. The arbitrator shall have the power to determine the procedures pursuant to which the hearing is conducted.

5. Administration and Union Role

Each Plant Training Committee shall jointly oversee the administration and delivery of its Training Program, the expenditure of training funds necessary for its operation, and an annual audit of such activity.

a. With respect to any aspect of the administration, delivery or implementation of the Plant Training Program, the Union members of the Plant Training Committee shall be free to propose that the Union or its designee take any or all responsibility for such administration, delivery or implementation, subject to the approval of the Company members.

b. In the event the Union does take such approved responsibility, the Company shall fully cooperate with the Union or its designee with the resources required for any administration, implementation or delivery for which the Union receives approved responsibility.

6. Safeguards and Resources

a. The Company shall provide the members of the Plant Training Committee and the Training Coordinator with such training as is necessary to enable them to perform their responsibilities under this Section. Employee participation in the Plant Training Committee shall normally occur during normal work hours. All meeting time and necessary and reasonable expenses of the Plant Training Committee shall be paid for by the Company and Employees attending such meetings shall be compensated in accordance with standard local plant understandings.

b. Union members of the Plant Training Committee shall be entitled to reasonable opportunity on Company time to caucus for purposes of study, preparation, consultation and review, and shall be compensated in the same manner as set forth in Paragraph (a) above. Requests for caucus time shall be made to the appropriate Company representative and shall be held within two working days of the request, unless mutually agreed otherwise.

- c. To the extent that Company facilities are available and appropriate for Training Program activities, they will be made available.

7. Dispute Resolution

In addition to the matters covered by the dispute resolution procedure described in Paragraph 4 above, in the event that the Plant Training Committee is unable to reach agreement on any matter involving the Training Program, the Plant Training Committee shall appoint the arbitrator referred to in Paragraph 4(a) to resolve such dispute. Further details of this procedure shall be as agreed to by the Plant Training Committee unless they are unable to reach such agreement, in which case they shall be determined by the arbitrator.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 20

MASTER LETTER 46

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, the following understanding was reached concerning Employment Security.

1. Layoff Minimization Plan

The Company agrees that, prior to implementing any layoffs, it shall review and discuss with the Union:

- a. documentation of the business need for the layoffs (Need);
- b. the impact of the layoffs on the bargaining unit, including the number of employees to be laid off and the duration of the layoffs (Impact); and,
- c. a plan designed to reduce the need for and level of layoffs in the affected classifications (a Layoff Minimization Plan) which shall contain at least the following elements:
 - (1) a substantial reduction in the use of outside contractors in the affected classifications;
 - (2) the absolute minimal use of daily overtime in the affected classifications;
 - (3) any strategy to purchase products or services that would normally be provided by bargaining unit employees;
 - (4) a program of voluntary layoffs as provided in Article X;

(5) the use of alternate work assignments for affected individuals;

(6) a meaningful program of shared sacrifice by management,

2. Employee Protections

Reference to the elements of a Layoff Minimization Plan in Paragraph 1 above shall not be construed to impair in any way any protection afforded to Employees under other provisions of this Agreement.

3. Union Response

The Union shall be provided with sufficient information to reach its own judgement on whether there is a Need, the appropriate Impact and to develop its own proposed Layoff Minimization Plan.

4. Dispute Resolution

a. In the event the Parties cannot reach agreement on whether there is a Need, the appropriate Impact and the terms of a Layoff Minimization Plan, the Company may implement its plan and the Union may submit their dispute to an expedited final offer arbitration under the procedures to be developed by the Parties. If the Company lays off Employees in violation of this Article, such Employees shall be made whole.

b. The arbitrator's ruling shall address whether the Company demonstrated a Need, and if it did, whose proposed Impact and Layoff Minimization Plan was more reasonable, given all the circumstances and the objectives of the Parties.

Sincerely yours,

J L Allen
Director
Global Labor Relations

Agreed:
Andrew V Palm

LETTER 21

MASTER LETTER 47

August 20, 2003

Mr. Andrew V Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

Dear Mr. Palm:

During the 2003 Master negotiations, the subject of Executive Compensation was discussed.

The Company agrees that:

1. The average base salaries of the executive officers as a group will not exceed the average salaries of similarly situated executives at comparably sized industrial companies.
2. All future (including the amendment of existing plans) stock purchase, stock option, stock appreciation or other similar programs (Stock Programs) shall:
 - a. reward only long-term appreciation in the value of the Company's stock and
 - b. not, once granted, directly or indirectly be "re-priced" or similarly adjusted, subject to the New York Stock Exchange definition of "re-pricing".

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 22

MASTER LETTER 48

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the parties agreed to the following regarding Cost Reduction Commitment:

1. Mutual Understandings:

The Company and the Union acknowledge and agree that:

- A. The Union has agreed, in the interest of enhancing the Company's competitive position and financial condition, to significant modifications in the collective bargaining agreement that will result in substantial reductions in the Company's costs.
- B. Such modifications have been agreed to in the context of the Company's commitment to an overall cost reduction program that encompasses an extremely broad range of initiatives, particularly those focused on costs associated with corporate overhead and salaried personnel.

2. Company Representation:

The Company has provided the Union with confidential information detailing the staffing level as of December 31, 2002 associated with its North American Tire and North American Engineered Products Business Units, excluding retail operations and research and development (Staffing Level).

3. Company Commitment

- A. The Company agrees to reduce its Staffing Level by 115% of the percentage reduction of bargaining unit employees from

their respective levels of December 31, 2002, exclusive of any net increase in the use of contractors.

B. In addition, the Company agrees to achieve a ratio of no more than one (1) non-bargaining unit employee at the plants with USWA represented employees, including: (i) contractors (full-time equivalents); and (ii) other employees of the Company working at other locations; who perform work historically performed by the Company's non-bargaining unit employees at the plants, for:

- every four (4) bargaining unit employees in the EPD plants as a group, aggressively progressing toward one (1) to five (5); and
- every six (6) bargaining unit employees in the tire plants as a group, aggressively progressing toward one (1) to seven (7)

4. Company Compliance

The Company agrees to provide the Union with quarterly reports documenting its performance in achieving the reductions outlined above. Such reports shall be certified by the Company as being true and complete. The Company further agrees to provide such additional information as the Union may request in order to clarify and/or substantiate the information presented.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:

Andrew V. Palm

LETTER 23

MASTER LETTER 49

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the parties agreed to the following regarding Profit Sharing.

1. Introduction

The parties agree to establish a profit sharing plan (the Plan).

2. Level of Payout

The Company agrees that it will create a profit sharing pool (the Pool) consisting of ten percent (10%) of the combined North American Tire and North American Engineered Products Business Units' Profits in excess of the Threshold, both as defined below, and to distribute the Pool within seventy-five (75) days of the end of each fiscal year in the manner described below.

3. Calculation of Profits

For the purposes of this Plan, Profits shall be defined as Earnings Before Interest and Taxes (EBIT) calculated on a consolidated basis in accordance with United States Generally Accepted Accounting Policies (GAAP) with the following exclusions:

- a. income or loss related to any charges or credits (whether or not identified as special credits or charges) for unusual, infrequently occurring or extraordinary items, including credits or charges for plant closures, business dispositions and asset sales that are not normal operating charges or credits of the Company;

- b. any cost or expense associated with the Plan or any other profit sharing or similar plan for any of the Company's employees;
- c. any expense attributable to the allocation or contribution of stock to Company employees (excluding contributions to any employee savings plan); and
- d. any costs or expenses not directly related to the operation of the North American Tire and North American Engineered Products Business Units based on the allocation methodology employed by the Company in 2002.

4. Threshold

The threshold shall be 2% of the combined sales of North American Tire and North American Engineered Products.

5. Individual Entitlement

Payment of awards with respect to the profit sharing pool (the Pool) will be made in accordance with paragraph 2, above. All awards shall be in cash. There shall be deducted from each award under the Plan the amount of any payroll taxes as required by federal, state, or local governments, as well as a contribution to the Employee Savings Plan if the employee is enrolled.

- a. Any Employee who is not an Employee of the Company on December 31 of a Plan year forfeits his or her participation for that year unless employment termination was due to the Employee's death or retirement (other than a deferred vested pension) under the applicable Pension Plan, or as a result of the closure of the plant where the Employee was employed.
- b. Any Employee whose employment terminates during a Plan year due to retirement or a plant closure shall be entitled to a pro rata portion of the Pool. Such pro rata payment is calculated based on the percentage of weeks worked during the year.
- c. Any Employee whose employment status changes during a Plan year due to layoff or leave of absence shall be entitled to a pro rata portion of the Pool. Such pro rata payment is calculated based on the percentage of weeks worked during the year.
- d. An Employee whose employment terminates during a Plan year due to death shall be entitled to a pro rata portion of the Pool for

that Plan year. Such pro rata payment is calculated based on the percentage of weeks worked during the year as if the participant had retired and distribution shall be made to the Employee's executors, administrators, or such other person or persons as shall, by specific bequest under the last will and testament of the Employee, be entitled thereto.

e. An Employee who was not an Employee of the Company on January 1 of a Plan year, shall be entitled to a pro rata portion of the Pool. Such pro rata payment is calculated based on the percentage of weeks worked during the year.

f. profit sharing pool (the Pool) as defined in paragraph 2. above, shall be distributed on the basis of weeks worked by each participant during the applicable plan year. The calculation shall be as follows:

- The pool will be divided based upon total weeks worked by all employees (the participants) during the year.
- Employees who are entitled to a pro-rata payment as defined in a, b, c, d and e above will receive payment based on the number of weeks that they worked during the year. A week of work for the purpose of calculating a pro-rata payment under the Plan is defined as a week in which the employee was paid wages.
- All other full time participants as of December 31 of a particular plan year shall receive payment based upon 52 weeks of work.

6. Administration of the Plan

a. The Plan will be administered by the Company in accordance with its terms and the costs of administration shall be the responsibility of the Company. Upon determination of the annual Profit calculation, such calculation shall be forwarded to the Chair of the Union Negotiating Committee accompanied by a Certificate of Officer signed by the Chief Financial Officer of the Company, providing a detailed description of any adjustments made to Earnings Before Income and Taxes and stating that EBIT was determined in accordance with GAAP and that the annual Profit was calculated in accordance with this Section.

b. The Union, through the Chair of its Negotiating Committee or his/her designee, shall have the right to review and audit any

information, calculation or other matters concerning the Plan. The Company shall provide the Union with any information reasonably requested in connection with its review.

- c. In the event that a discrepancy exists between the Company's Profit Sharing calculation and the results obtained by the Union's review, the Chairs of the Union and Company Negotiating Committees shall attempt to reach an agreement regarding the discrepancy. In the event that they cannot resolve the dispute, either party may submit such dispute to final and binding arbitration under the grievance procedure provided in this Agreement.

7. Prompt Payment

Notwithstanding Paragraph 6, the Company shall comply with the requirements of Paragraphs 3 through 5 based on its interpretation of the appropriate payout. If the process described in Paragraph 6 results in a requirement for an additional payout, said payout shall be made no more than fourteen (14) days after the date of the agreed upon resolution or issuance of the arbitrator's decision.

8. Summary Description

The parties will jointly develop a description of the calculations used to derive profit sharing payments under the Plan. On an annual basis, the Company will post the payout calculation in plants that are party to this Agreement no later than March 1.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

LETTER 24

MASTER LETTER 50

August 20, 2003

Mr. Andrew V Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, the following understanding was reached concerning Neutrality.

1. Introduction

The Company and the Union have developed a constructive and harmonious relationship built on trust, integrity and mutual respect. The parties place a high value on the continuation and improvement of that relationship.

2. Neutrality

- a. To underscore the Company's commitment in this matter, it agrees to adopt a position of Neutrality regarding the unionization of any production and maintenance employees of the manufacturing and retread factories of the Company, it being understood that the term production and maintenance employees shall include any employees who perform functions similar to those performed by employees of the Company represented by the Union.
- b. Neutrality means that, except as explicitly provided herein, the Company will not in any way, directly or indirectly, involve itself in any matter which involves the unionization of its production and maintenance employees of the manufacturing and retread factories, including but not limited to efforts by the Union to represent the Company's employees or efforts by its employees to investigate or pursue unionization.
- c. The Company's commitment to remain neutral as defined above may only cease upon the Company demonstrating to the arbitrator under Paragraph 7 below that in connection with an Organizing Campaign (as defined in Paragraphs 3(a) through 3(c) below) the Union is: materially misrepresenting to the

employees the facts surrounding their employment; is unfairly demeaning the integrity or character of the Company or its representatives; or is threatening, intimidating, coercing or harassing any person to secure signed authorization cards.

3. Organizing Procedures

- a. Prior to the Union distributing authorization cards to non-represented employees at a manufacturing or retread factory owned, controlled or operated by the Company, the Union shall provide the Company with written notification (Written Notification) that an organizing campaign (Organizing Campaign) will begin. The Written Notification will include a description of the proposed bargaining unit.
- b. The Organizing Campaign shall begin immediately upon provision of Written Notification and continue until the earliest of: (1) the Union gaining recognition under Paragraph 3(d)(5) below; (2) written notification by the Union that it wishes to discontinue the Organizing Campaign; or (3) ninety (90) days from provision of Written Notification to the Company.
- c. There shall be no more than one (1) Organizing Campaign in any particular manufacturing or retread factory in any twelve (12) month period.
- d. Upon Written Notification the following shall occur:

(1) Notice Posting

The Company shall post a notice on all bulletin boards of the facility where notices are customarily posted as soon as the Unit Determination Procedure in Paragraph 3(d)(3) below is completed. This notice shall read as follows:

"NOTICE TO EMPLOYEES

We have been formally advised that the United Steelworkers of America is conducting an organizing campaign among certain of our employees. This is to advise you that:

- 1. The Company does not oppose collective bargaining or the unionization of our employees.

2. The choice of whether or not to be represented by a union is yours alone to make.
3. We will not interfere in any way with your exercise of that choice.
4. The Union will conduct its organizing effort over the next ninety (90) days.
5. In their conduct of the organizing effort, the Union and its representatives are prohibited from: misrepresenting the facts surrounding your employment; unfairly demeaning the integrity or character of the Company or its representatives; and threatening, intimidating, coercing or harassing any person to secure signed authorization cards.
6. If the Union secures a simple majority of individual authorization cards of the employees in [insert description of bargaining unit provided by the Union] the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board.
7. Each authorization card must unambiguously state that the signing employee desires to designate the Union as his/her exclusive representative.
8. Employee signatures on the authorization cards will be confidentially verified by a neutral third party chosen by the Company and the Union."

Following receipt of Written Notification, the Company may only communicate to its employees on subjects which directly or indirectly concern unionization on the issues covered in the Notice set forth above or raised by other terms of this Neutrality Section and consistent with this Section and its spirit and intent.

(2) Employee Lists

Within five (5) days following Written Notification, the Company shall provide the Union with a complete list of all of its employees in the proposed bargaining unit who are eligible for Union representation. Such list shall include each employee's full name, home address, job title and work location. Upon the completion of the Unit Determination Procedure described in Paragraph 3(d)(3) below, an amended list will be provided if the proposed unit is changed as a result of such Unit Determination Procedure. Thereafter during the Organizing Campaign, the Company will provide the Union with updated lists monthly.

(3) Determination of Appropriate Unit

As soon as practicable following Written Notification, the parties will meet to attempt to reach an agreement on the unit appropriate for bargaining. In the event that the parties are unable to agree on an appropriate unit, either party may refer the matter to the Dispute Resolution Procedure contained in Paragraph 7 below. In resolving any dispute over the scope of the unit, the arbitrator shall apply the principles used by the National Labor Relations Board.

(4) Access to Company Facilities

During the Organizing Campaign the Company, upon written request, shall grant reasonable access to a well-traveled non-work location to the Union for the purpose of distributing literature and meeting with unrepresented Company employees. The exact times and location shall be determined in joint discussions between the parties. Distribution of Union literature shall not compromise safety or production or unreasonably disrupt ingress or egress or the normal business of the facility. Distribution of Union literature and meetings with employees shall be limited to non-work areas during non-work time.

(5) Card Check/Union Recognition

(a) If, at any time during an Organizing Campaign which follows the existence of a substantial and

representative complement of employees in any unit appropriate for collective bargaining, the Union demands recognition, the parties will request that a mutually acceptable neutral (or an arbitrator from the American Arbitration Association if no agreement on a mutually acceptable neutral can be reached) conduct a card check within five (5) days of the making of the request.

(b) The neutral shall confidentially compare the authorization cards submitted by the Union against original handwriting exemplars of the entire bargaining unit furnished by the Company. If the neutral determines that a simple majority of eligible employees has signed cards which unambiguously state that the signing employees desire to designate the Union as their exclusive representative for collective bargaining purposes, and that cards were signed and dated during the Organizing Campaign, then the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board.

(c) The list of eligible employees submitted to the neutral shall be jointly prepared by the Union and the Company.

4. Hiring

a. Laid-off employees described in Article X of the Agreement may apply for employment at plants not covered by the Agreement. A laid-off employee must make written application for employment at a specific plant of interest. Upon such request, the laid-off employee will receive priority consideration in the plant's hiring selection process and will be required to satisfy the normal selection process requirements at the respective plant in order to attain status.

b. In determining whether to hire any applicant (whether or not such applicant is an Employee covered by the Agreement), the Company shall refrain from using any selection procedure which, directly or indirectly, evaluates applicants based on

their attitudes or behavior toward unions or collective bargaining.

5. Definitions and Scope of this Agreement

This agreement is limited to the production and maintenance employees at the Company's manufacturing and retread factories.

a. Rules with Respect to Affiliates

(1) For purposes of this Section, the Company includes (in addition to the Company) any entity, which is an Affiliate of the Company.

(2) An Affiliate shall mean any business enterprise that Controls, is under the Control of, or is under common Control with Goodyear.

Control of a business enterprise shall mean possession, directly or indirectly, of either:

(a) fifty percent (50%) of the equity of the enterprise; or

(b) the power to direct the management and policies of said enterprise.

b. Rules With Respect to Existing Affiliates

The Company agrees to cause all of its existing Affiliates that are covered by the provisions of Paragraph 5a above, to become a party to this Section and to achieve compliance with its provisions.

c. Rules with Respect to New Affiliates

The Company agrees that it will not consummate a transaction which would result in the Company having or creating an Affiliate without ensuring that the New Affiliate, if covered by the provisions of Paragraph 5a above, agrees to and becomes bound by this Section.

d. In the event that an Affiliate is not itself engaged in the operations described in Paragraph 5a above, but has an Affiliate that is engaged in such operations, then such Affiliate shall be covered by all provisions of this Section.

6. Bargaining in Newly-Organized Units

Where the Union is recognized pursuant to the above procedures, the first collective bargaining agreement applicable to the new bargaining unit will be determined as follows:

- a. The employer and the Union shall meet within fourteen (14) days following recognition to begin negotiations for a first collective bargaining agreement covering the new unit.
- a. If after ninety (90) days following recognition the parties are unable to reach agreement for such a collective bargaining agreement, they shall submit those matters that remain in dispute to the Chair of the Union Negotiating Committee and the Chair of the Company Negotiating Committee, who shall use their best efforts to assist the parties in reaching a collective bargaining agreement.
- b. If after thirty (30) days following the submission of outstanding matters the parties remain unable to reach a collective bargaining agreement, the matter may be submitted to final offer interest arbitration in accordance with procedures to be developed by the parties.
- c. If interest arbitration is invoked, it shall be a final offer package interest arbitration proceeding. The interest arbitrator shall have no authority to add to, detract from or modify the final offers submitted by the parties, and the arbitrator shall not be authorized to engage in mediation of the dispute. The arbitrator shall select one or the other of the final offer packages submitted by the parties on the unresolved issues. The interest arbitrator shall select the final offer package found to be the more reasonable when considering (1) any matters agreed to by the parties and therefore not submitted to interest arbitration and (2) the fact that the collective bargaining agreement will be a first contract between the parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration hearing record.
- d. Throughout the proceedings described above concerning the negotiation of a first collective bargaining agreement and any interest arbitration that may be engaged in relative thereto, the Union agrees that there shall be no strikes, slowdowns, sympathy strikes, work stoppages or concerted refusals to

work in support of any of its bargaining demands. The Company, for its part, likewise agrees not to resort to the lockout of Employees to support its bargaining position.

7. Dispute Resolution

- a. Any alleged violation or dispute involving the terms of this Section may be brought to a joint committee of one (1) representative each from the Company and the Union. If the alleged violation or dispute cannot be satisfactorily resolved by the parties, either party may submit such dispute to the arbitrator. A hearing shall be held within ten (10) days following such submission and the arbitrator shall issue a decision within five (5) days thereafter. Such decision shall be in writing and need only succinctly explain the basis for the findings. All decisions by the arbitrator pursuant to this article shall be based on the terms of this Section and the applicable provisions of the law. The arbitrator's remedial authority shall include the power to issue an order requiring the Company to recognize the Union where, in all the circumstances, such an order would be appropriate.
- b. The arbitrator's award shall be final and binding on the parties and all employees covered by this Section. Each party expressly waives the right to seek judicial review of said award; however, each party retains the right to seek judicial enforcement of said award.
- c. For any dispute under this Section and the interest arbitration procedure described in Paragraph 6 above, the parties shall choose the arbitrator from the list of arbitrators described in the grievance procedure of the Collective Bargaining Agreement, contacting them in the order listed, and retaining the first to indicate an ability to honor the time table set forth above for the hearing and the decision.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed: _____
Andrew V. Palm

LETTER 25

MASTER LETTER 51

August 20, 2003

Mr. Andrew V. Palm

International Vice President of Administration

United Steelworkers of America

Five Gateway Center

Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, the parties engaged in discussions regarding the use of technology for surveillance, in whatever form, to watch employees during work hours. To resolve this issue the Company agrees that it will not install or use any new surveillance device (i.e., video cameras, live monitors, etc.) in any bargaining unit work area, without notice to the local union. It is understood that it is not the intention of the parties to restrict the use of devices used solely for the purpose of equipment and product/process monitoring.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed:

Andrew V. Palm

LETTER 26

MASTER LETTER 53

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the course of the 2003 Master negotiations, the subject of job security was discussed at great length. As a result of these discussions and your concern about job security, the parties agree to the following in regard to Plant and Product Protection:

1. Protected Facilities

The Company agrees that the following locations shall be designated as Protected Facilities:

Akron, Buffalo, Danville, Fayetteville, Freeport, Gadsden, Lincoln, Marysville, St. Marys, Sun Prairie, Topeka, and Union City

and that the commitments outlined in this letter shall apply to said Protected Facilities.

2. Minimum Staffing Level

The Company agrees that its North American Tire Business Unit (NAT) and the North American Region of its Engineered Products Business Unit (NA EPD) shall; maintain a minimum of 85% of the total hourly staffing level found in Attachment A; and shall not, with the exception of scheduled overtime, materially reduce the work schedule found in Attachment A as being applied on August 1, 2003, after adjusting for the productivity gains in the Plant Productivity Plan, at each Protected Facility, exclusive of the impact of the loss of the Lincoln Low Pressure Hose and St. Marys' Automotive Molded Products businesses (the Commitment).

3. Conditions

In making the Commitment, it is understood that conditions may arise that can nullify or modify the Commitment to a particular Facility. These conditions are only the following:

- A. An act of God that would make compliance with the Commitment economically imprudent and infeasible; and
- B. A final decision to Cease Participation in a particular North American market which is very significant to the particular facility and where such decision would eliminate any possibility of operating the Facility in compliance with the Commitment in a fashion that contributes earnings or cash flow to the Company. Ceasing Participation must include the Company completely abandoning all efforts to directly or indirectly sell, market or distribute into the relevant market and shall exclude cases where the Company sells, leases, licenses or otherwise transfers the right to use any intellectual property or other asset associated with the Company's historical participation in the relevant North American market.

In the event that either of the above conditions occur, the Company shall present the Union with a plan that, while not in compliance with the Commitment, would maximize the staffing level at the Facility while allowing the Facility to continue to operate in a fashion that contributes earnings or cash flow to the Company and all information necessary to evaluate such plan and any alternative thereto.

In the event the Union accepts the Company's plan, fashions in a reasonable period of time an alternative plan, which while not in compliance with the Commitment, would allow the facility to continue to operate in a fashion that contributes earnings or cash flow to the Company comparable to the Company's plan, or the parties fashion a mutually acceptable plan, then such plan shall be implemented.

The parties agree that the Commitment shall not prohibit the Company from selling a plant or portion of a plant under the successorship clause.

4. New Products

The Protected Facilities shall be given meaningful and significant first consideration and preference for the production of all new Products developed and produced for sale principally in North America to the extent the necessary capacity and capability is available or could be made available without incurring a materially greater level of capital expenditures than would be required at other than a Protected Facility.

5. Imports

The Company shall restrict the direct or indirect Net Importation of Products currently or historically produced at Protected Facilities to

the level of Net Imports during the first six months of 2003, unless the Protected Facility or Facilities supplying such Products are operating at Full Capacity exclusive of Lincoln Low Pressure Hose and St. Mary's Automotive Molded Products. Such restriction shall prohibit the Importation, during Full Capacity operation, in an amount that creates inventory beyond normal levels.

6. Ticket Protection

- a. The Company agrees that neither NAT nor NA EPD shall offset ticket reductions at a Facility which is not a Protected Facility (excluding other facilities covered by Letter 52), by transferring production from a Protected Facility.
- b. The Company agrees that prior to NAT or NA EPD making a significant long-term ticket reduction at a Protected Facility, they shall first transfer, from a facility which is not a Protected Facility (excluding other Facilities covered by Letter 52), to the affected Protected Facility the Production of Products which the Protected Facility could produce without incurring unreasonable capital costs or requiring unavailable capital.
- c. #6 b. above shall not compel the Company to take any action that would likely materially reduce its competitive position.

7. Transfer Restriction

The Company agrees that neither NAT nor NA EPD will transfer the Production of any Product produced at a Protected Facility to other than a Protected Facility if such transfer could reasonably be expected within a twelve (12) month period, to reduce the ticket at the Protected Facility or would require incurring substantial capital costs. This shall in no way restrict the transfer of product between Protected Facilities or to other facilities covered by Letter 52 - Common Expiration Dates.

8. Capital Spending

The Company agrees to provide NAT and NA EPD with the capital and to direct them to make the capital expenditures required to maintain the current competitive status of the facilities covered by this Agreement and that the Protected Facilities shall be given significant and meaningful first consideration and priority for capital expenditures which increase capacity or modernize a facility for production of products for sale principally in North America.

9. Definitions

For the purpose of this letter:

- a. The Company refers to the entire Goodyear Tire and Rubber Company.
- b. A Product shall mean a Product Code as that term is understood as of the date of this letter.
- c. Full Capacity is as defined in Attachment A.
- d. Net Imports shall mean Imports less Exports; it being understood that the Imports and Exports must be of a product manufactured at the facility which is not operating at Full Capacity.
- e. Imports shall include any product or component of a product manufactured outside of the United States or Canada and subsequently either sold in the United States or Canada or transferred to a Company facility in the United States or Canada and later sold in the United States or Canada.
- f. Exports shall include any product or component of a product manufactured in the United States or Canada and subsequently either sold outside the United States or Canada or transferred to a Company facility outside the United States or Canada and later sold outside the United States or Canada.

10. Information

The Company shall, on a quarterly basis, provide the International Union with a detailed report documenting its compliance with this letter and shall, upon request, provide the Union with any information reasonably requested that allows the Union to monitor such compliance.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:

Andrew V. Palm

LETTER 53 - ATTACHMENT A

(Plant capacity determination based on plant work schedule as of August 1, 2003)

<u>ACTIVE HOURLY</u>		<u>WORK SCHEDULE</u>		<u>PLANT PRODUCT</u>
<u>PLANT</u>	<u>STAFFING (8-1-03)</u>			
Danville	2033	6 Day Traditional		Aero & Bias Truck
		7 Day Continuous		MRT
		Operation		
Gadsden	1158	7 Day Flexible		Entire Plant
		Continuous Operation		
Topeka	1432	6 Day Traditional		OTR & Bias Truck
		6 2/3 Day Continuous		MRT/LT/Hummer
		Operation		
Union City	2287	6 Day Traditional		Entire Plant
Fayetteville	2224	6 Day Traditional		Entire Plant
Freeport	715	6 Day Traditional		Entire Plant
Tyler	1072	7 Day Flexible		Entire Plant
		Continuous Operation		
Huntsville	1020	6 Day Traditional		Entire Plant
Buffalo	1052	7 Day Continuous		Entire Plant
		Operation		
St. Marys	486	7 Day Continuous		Rubber Track
		Operation		
		6 Day Traditional		Rest of Plant
Marysville	182	6 Day Traditional		Entire Plant
Sun Prairie	263	6 Day Traditional		Brake Hose
		7 Day Continuous		A/C Hose
		Operation		
Lincoln	768*	6 Day Traditional		Entire Plant
Akron	471	6 Day Traditional		Entire Plant

*Excludes hourly staffing for Lincoln GDC

LETTER 27

MASTER LETTER 54

August 20, 2003

Mr. Andrew V. Palm
International Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master negotiations, there was considerable discussion concerning plant closures. As a result, it was agreed that with the closing of the Huntsville Plant 100% of its factory production as of 8-1-03 will be transferred to other USWA represented plants.

In the transition of these tires from the Huntsville Plant to other protected facilities as identified in the Plant and Product Protection Letter, such plants receiving these product codes will have their staffing numbers, as identified in Attachment A of the Plant and Product Protection Letter, adjusted accordingly.

It is also understood that the Huntsville Plant product codes referenced in this letter become part of the ticket protection paragraph of the Plant and Product Protection Letter at the new protected facility.

Finally, it is agreed that the Company will transfer 1,000,000 tires and increase Gadsden capacity to accommodate the scheduled tires from an other than protected facility or facilities to the Gadsden Plant.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:
Andrew V. Palm

LETTER 28

August 20, 2003

Mr. Andrew V. Palm
Vice President of Administration
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Palm:

During the 2003 Master Negotiations, the use of the "master" arbitration panel by all plants participating in these negotiations was discussed. As a result, the parties agreed that the Kelly-Springfield tire plants located in Fayetteville, NC, Freeport, IL, and Tyler, TX and the Dunlop tire plants located in Buffalo, New York and Huntsville, Alabama will utilize the list of Impartial Umpires and the selection process identified in Article V (b) (6) of the Master Agreement. Notwithstanding the above, any of the plants listed in this letter, upon mutual agreement of the parties, may continue to use their local arbitration panel or arbitrator for the remainder of that panel's or arbitrator's current contract with the parties.

Sincerely yours,

J.L. Allen
Director
Global Labor Relations

Agreed:

Andrew V. Palm

**MEMORANDA
OF
UNDERSTANDING**

#1
Memo of Understanding

November 7, 1997
Reissued August 2003

Payroll Issues

The Company is preparing to install a new payroll system to be used to generate paychecks for the hourly employees at the Buffalo Manufacturing Facility. The system will increase the capabilities for direct deposit and the parties agree that they will work together to inform the workforce what these new capabilities are. The parties acknowledge that the tentative implementation date for this new payroll system is January 1, 1998.

The Union has requested that the Company pay employees earlier than Friday during the Labor Day and Memorial Day Holiday weeks. The Company indicated a willingness to find solutions to this problem and agrees to make an effort to make payment during these two weeks sooner if at all possible.

J. Miskell
President USWA #135

M. J. Moley
Vice President Human Resources &
Administration

#2
Memo of Understanding

Payroll - Correction of Errors

Issued February 4, 2004

During the 2003 Local Negotiations, the parties reviewed the issue of correcting payroll errors in a timely fashion, specifically those that happen for employees working D crew. The Union acknowledged that the Company has been running a payroll on Fridays to correct payroll errors (\$50 or more) that have been identified, verified and presented to payroll in a timely fashion for correction. The Company acknowledges the importance of correcting payroll errors as soon as possible and commits to continue this practice of running a miscellaneous Friday payroll as long as the payroll system in place allows us to do so.

M. Land
President, USWA #135

C.P. Cookson
Manager, Human Resources

#3
Memo of Understanding

Issued November 4, 1994
Revised November, 1997

Letter of Policy
Buffalo Manufacturing Facility
Safety

During the 1997 Contract Discussions, the Parties addressed the need for all parties to work together cooperatively to address the mutual need to facilitate and promote Safety within the Buffalo Manufacturing Facility.

To this degree the Union's Safety representative, members of the Health and Safety Committee (Central Safety Steering Committee), and all other Safety Committee's established under the Health and Safety Committee's authority, as well as all employees of the Company, have an obligation to first direct any complaints regarding health and safety issues to the attention of appropriate Company officials (i.e. the Safety Manager and/or the Manager of Employee Relations) and/or the Health and Safety Committee for action and resolution before registering complaints with outside governmental agencies.

In addition, both Company and Union recognize in support of the existing established functions of the Safety Committee under Article XII, Section 12.05, all members within USWA Local #135's Safety and Health Committee shall support the objectives established through this formal body. To that degree each member shall participate within their respective department safety committees to facilitate the objectives established.

James D. Miskell
President, USWA Local #135

Michael J. Moley
VP HR & Administration

#4
Memo of Understanding

Issued February 2004

Utility Job Groups

The parties agree that the position of Utility will be divided into 2 groups in each of the following Departments:

1. Department 202
2. Department 237

The employees will be permitted to select the group that they would like to be in based on their job seniority. The intent of this agreement is to minimize the training requirements for both positions and in turn improve the productivity in these departments. Employees in both utility groups will remain under the same job description and job code. Department GOT rules will apply for overtime canvassing.

The parties, as part of this understanding, agree to pursue "fast track" training in each of these areas to further enhance the efficiency and quality of the training of the utility personnel in these departments.

The parties agree that the division of these utility groups does not limit the Company's right to assign people to positions in either job group.

M. Land
President, USWA Local 135

C.P. Cookson
Manager, Human Resources



PLANT RULES

PLANT RULES

The purpose of these rules and regulations is to define and protect the rights of all employees and not to restrict the rights of any employees. Violations of any of any of the following rules or regulations will be sufficient grounds for disciplinary action ranging reprimand to discharge, depending upon the seriousness of the offense.

- 1) It is each employee's responsibility to contact his Supervisor before returning to work after an absence due to sickness, injury, vacation, etc., in order to determine his scheduled date and time.
- 2) Any employee absent two (2) or more days due to illness or injury must report to the First Aid Department before returning to work.
- 3) Any employee absent one (1) week or more but less than four (4) weeks due to illness or injury must present a return to work certificate from his own doctor to the First Aid Department before returning to work.
- 4) Any employee absent four weeks or more (4) weeks or more due to illness or injury must present a return to work certificate from their own doctor to the First Aid Department before returning to work. In addition, the Company doctor must approve the employee as physically qualified to return to work.
- 5) Reporting an absence or tardiness - An employee must call in at least one-half hour (30 minutes) prior to their shift starting time (including overtime). The procedure is to call 879-8259 from 8:00 AM to 5:00 PM and to call 879-8279 on nights, weekends, and holidays. Employees must state name, department, badge number, reason for absence, and planned date or time of return to work. Absence or tardiness not reported in accordance with the above will be considered A.W.O.L.
- 6) Irregular attendance by employees is prohibited.
- 7) Excessive and consistent tardiness is prohibited.
- 8) Creating or contributing to unsanitary conditions is prohibited.
- 9) Job assignment - Do the work assigned to you and follow instructions. Any complaint may be taken up later through the Grievance Procedure.
- 10) Willful destruction to property, materials, or equipment is prohibited.

- 11) Smoking, except in specifically designated places is prohibited.
- 12) Unauthorized posting of material on bulletin boards is prohibited.
- 13) Fighting on the Company premises at any time is prohibited.
- 14) Theft of property of employees or the company is prohibited.
- 15) Possession of or drinking of liquor or any alcoholic beverage on Company property is prohibited.
- 16) Harassment of any kind is prohibited.
- 17) Willful, deliberate or continued violation of, or disregard of safety rules or common safety practices is prohibited.
- 18) Failure to adhere to starting and quitting time regulations is prohibited.
- 19) Failure to comply with the provisions of existing contract is prohibited.
- 20) The unauthorized possession or sale of a dangerous drug is against the law. Possessing, dispensing or using a narcotic, barbiturate, mood ameliorating, tranquilizing or hallucinogenic drug by an employee either on or off the Company premise, except in accordance with medical authorization, is prohibited and shall make the employee subject to immediate discharge.
- 21) Gambling is prohibited.
- 22) Punching the time card of another employee, falsification of time, production or other records constitutes dishonesty and subjects the employee to immediate suspension or discharge.
- 23) Loitering on Company property outside of assigned work hours is prohibited
- 24) Carrying or possessing firearms, ammunition, or any other kinds of weapons on Company property without specific Company authorization is prohibited. Employees are required to stay in their home departments during scheduled working hours.

- 25) Employees are required to stay in their home departments during scheduled working hours.
- 26) An employee who suffers any injury or illness resulting from employment with the Company, must report this condition as soon as possible to his Supervisor, and in no case later than the end of the shift on which the injury or illness first occurs.
- 27) All hourly employees will be required to wear Dunlop picture I.D.'s at all times while on Company property.
- 28) No employee shall present himself for work during scheduled working hours under the influence of, or impaired due to drugs or alcohol. Any employee impaired as defined under the Company's drug program, as amended from time to time, shall be subject to the program's requirements, or denying such requirements, subject to immediate termination.

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2006

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July

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						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2007

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



BUFFALO TEAM SAFETY

Our safety begins with the commitment of each and every associate to work safely and improve safe work practices and procedures in all aspects of our business and home life. Together, we will achieve an incident free environment that sets the standard for world class personal safety and health for all associates.

