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Agreement

between

**The Kelly-Springfield
Tire Company**

Fayetteville, North Carolina

and

Local No. 959

**United Steelworkers
of America**

Effective February 27, 2004

275 pages

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AGREEMENT

This AGREEMENT, made this *27th day of February 2004*, by and between the Kelly-Springfield Tire Company, Fayetteville Plant, Fayetteville, North Carolina (hereinafter referred to as the "Company"), and Local Union 959, United Steelworkers of America (hereinafter referred to as the "Union"), representing the employees as hereinafter defined.

WITNESSETH, whereas the mutual desire of the Company and the Union is to continue to promote cooperation and harmony and to formulate rules to govern the relations between them, the parties hereto agree as follows:

ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT

Section 1 - Recognition

The Company recognizes the Union as the exclusive bargaining agent for the hourly production and maintenance employees of the Fayetteville Plant or any local expansion or extension thereof. The term "employees" for the purpose of this agreement includes all hourly production and maintenance employees but excludes office clerical employees, guards, professional employees and supervisors as defined in the Act and other exceptions as set forth in the certification of representative of the National

Labor Relations Board, Case Number 11-RC-3557.

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.

The Company and Union agree to work together and encourage employee participation in decision making, training programs and development of skills that focus on the improved effectiveness of plant productivity and quality of life for employees.

Section 2 - Agreement to Negotiate

The Company agrees to meet with and bargain with the accredited representatives of the Union with respect to hours of work, wages, rates of pay and other conditions of employment.

Section 3 - Non-Discrimination

Neither the Company nor the Union nor any of their agents will exercise discrimination against any employee on account of such membership or non-membership in the Union. Membership in the Union shall not be a condition of employment. Solicitation of employees for membership will not be permitted during working time or in working areas.

Section 4 - Non-Discrimination

The parties agree to the principal that there will be no discrimination in wage rates or other conditions of employment by reason of religion,

Agreement

between

**The Kelly-Springfield
Tire Company**

Fayetteville, North Carolina

and

Local No. 959

**United Steelworkers
of America
AFL-CIO**

Effective 27th day of February, 2004

sex, color, race, age, nationality, Vietnam Era or Disabled Veterans and/or persons with a disability.

Where the masculine pronoun is used in the agreement, it shall refer to both genders.

Section 5 - Violation of Agreement

Any employee of the Company who violates any provision of this agreement, or who acts in a manner not in accord with the expressed purpose to this contract, which is to promote cooperation and harmony with respect to the mutual well-being of both parties, will be subject to disciplinary action. The administration of discipline will only be for just cause.

Section 6 - Laws Supersede Contract

In the event that any of the provisions of this contract are found to be in conflict with any valid Federal or State law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without any way affecting the remainder of these provisions.

ARTICLE II FUNCTION AND RESPONSIBILITY

Section 1 - Management Clause

The management of the business and the operation of the plant and the authority to execute all its various duties, functions and responsibilities incident thereto shall remain vested in the Company. It is recognized that such functions

include but are not limited to the direction and supervision of the working force, the means and manners by which the plant and the various departments thereof shall be operated or shut-down or production and working forces reduced or increased, subject only to the express provision contained in this agreement.

Section 2 - Productivity Clause

The Union recognizes that a high level of wages can be maintained only by a high level of productivity; therefore the Union and its members agree to attain as high a level of productivity as is consistent with the health and welfare of the employees. The Union and its members will assist in effectuating economies and in the utilization of improved methods and machinery. The Union and its members agree to cooperate in preventing abuse of equipment and machinery.

Section 3 - No Strike - No Lockout Provision

- (a) The Union agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of this Agreement. On the contrary, the Union will actively discourage and will take whatever lawful steps are necessary to prevent or terminate any strike, stoppage, slowdown or other interruption of work growing out of any dispute which is subject to such grievance procedure. Also, upon

written notice to the International Union from the Union or the Company, the International Union will immediately notify the Union by telegram, a copy of which will be sent to the Company, that the strike, stoppage, slowdown or other interruption of work is unauthorized and that the employees involved should immediately cease the violation. The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement. In the event there is any unauthorized strike, stoppage of work, slowdown or other interruption of work during the term of this Agreement, neither party shall negotiate upon the merits of the dispute until such time as the illegal action is terminated.

- (b) The Company agrees that in consideration of the carrying out of the responsibilities placed upon the Union in Paragraph (a) of this Section that the Company will institute no action for monetary damages against the International Union or the Union, their officers, agents, or members, which damage resulted from breach of Paragraph (a).
- (c) Participation by any employee in an act violating Paragraph (a) of this Section in any way may be cause for discipline by the Company.

ARTICLE III CHECK-OFF

Section 1:

- (a) The Company, upon written authorization of the employee, shall deduct from the first or subsequent payments received each month by such employee, the union dues for the current month and remit same to the appropriate officer of the Union.

The Union shall furnish to the Company on or before the last Thursday of the previous month a list of all its members in good standing and dues owed the Union said members.

- (b) The assignment, once executed, shall be irrevocable for the period of one (1) year from the date of execution or until the termination of this Agreement, whichever occurs first. At the end of the original period of irrevocability and each renewal period of irrevocability, the assignment 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 occurs first, unless the executing employee gives notice revoking his assignment during the ten-day period immediately following the end of such a period of irrevocability. The assignment shall be in

the following form which shall be personally signed by the employee:

**DUES AUTHORIZATION AND
DEDUCTION FORM**

- (c) "I hereby authorize The Kelly-Springfield Tire Company, Fayetteville, North Carolina, to deduct from my pay, current monthly dues which are established in accordance with *USWA* International Union constitution, and to be checked off in accordance with the current Labor Agreement and in any extension thereof as provided in said agreement. Said dues to be turned over to the treasurer of Local No. 959, *USWA*

This *agreement* 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-day period immediately following the end of such a period of irrevocability. Such notice revoking this

assignment and authorization shall be given by written notice delivered by registered mail to the Local Union and the Company.

Signature _____

Dept. & C.C. No. _____

Social Security No. _____

Date _____

Address _____

City _____

Assignments after the effective date of this Agreement shall be in the following form:

Name _____

Dept. & C.C. No.

Social Security No. _____

Date _____

"Effective this date I hereby authorize The Kelly-Springfield Tire Company to deduct from my wages, and the Trustee of the SUB Fund to deduct from any Supplemental Unemployment Benefits payable to me from the SUB Fund, regular monthly membership dues in such amount as may be fixed by The Local Union in accordance with the procedure prescribed by the constitution of the International Union, and assigns such deductions to Local Union No. 959, United *Steelworkers* of America, as provided in the current Labor Agreement and in any extension thereof as provided in said Agreement.

I also hereby authorize the deduction of and assign unpaid monthly membership dues 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) months' 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-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

- (d) The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other

form of liability as a result to making any deductions in accordance with the foregoing authorizations and assignments.

- (e) The Company agrees to provide forms for the assignment and authorization of dues deduction.
- (f) At the time the Union is furnished the monthly union dues deductions, the Treasurer of the Union will be furnished with a list indicating the reason any member's dues were non-collectible on the monthly check-off and upon request will be shown the Company's copy of any resignation letters received during the month.
- (g) An employee removed from dues check-off as a result of an approved leave of absence shall be immediately returned to the dues check-off upon reinstatement to a bargaining unit job.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1 - Representation & Responsibility

- (a) A grievance is defined as any controversy between the Company and the Local Union, or between the Company and its employees or any of them.
- (b) For the purpose of representation and adjustment of grievances, the employees in each department or group of departments

may be represented by a credited Union representative.

The Union may have more than one (1) representative in a department, if justified, based on the number of employees in the department.

- (c) The President of the Union, the Industrial Relations Manager, or their duly accredited representative shall be accorded the right at any time to participate in any conferences or negotiations between the Company and the Union.
- (d) The Union agrees to keep on file with the Company at all times an up-to-date list of its accredited representatives and will promptly notify the Company of any changes or additions. No employee will be recognized as a Union representative until and unless the appropriate Business Center Manager has been notified by the Division Chairman that such employee has been selected to act in such capacity. The Industrial Relations Manager will be notified in writing by the Union President as soon as possible. The Company will furnish the Union a list of their representatives who are to be recognized as such in the written steps provided in the grievance procedure, and will promptly notify the Union of any changes. Department Management will notify the Union on any changes. Department Management will notify the

appropriate Division Chairman of changes affecting Step One of the Grievance Procedure as they occur.

- (e) In cases where accredited Union representatives are required to leave their jobs in order to handle grievances, the representatives will notify their immediate supervisor far enough in advance to enable supervision to make adequate replacements so that production will not be retarded during the representative's absence. Supervision will provide representatives with a filled in pass noting time of departure from job. The representative may be required to show this pass at any time as authority to be away from his job.

Accredited representatives, when handling grievances, shall notify the supervision of any department or section in which it becomes necessary to contact employees before they contact the employees involved.

- (f) The Union may call in an International Union Representative to assist them at the Industrial Relations Manager's Step of the Grievance Procedure and at arbitration.
- (g) *The parties of this Agreement recognize that any controversy should be discussed in a timely manner and that grievances should be settled promptly and as close to the source as possible.* Further, both parties

will endeavor to present all the facts relating to the grievance at the first step of the grievance procedure in order that an equitable solution may be achieved.

- (h) A written decision at any step of the grievance procedure shall be considered as final unless the grievance is taken to the next step within fourteen (14) working days thereafter, excluding Saturdays, Sundays, and holidays.
- (i) Any employee who feels aggrieved must submit such grievance within fourteen (14) working days from date of the incident leading to the grievance, excluding Saturdays, Sundays, and holidays.
- (j) The Company will issue an annual pass to the Union President, Vice-President, *Secretaries*, Treasurer, Local Benefit Representative, Local Union Safety Chairman, and Division Chairmen in order to facilitate the investigation and handling of grievances. When entering the plant for this purpose, the above named shall notify the Plant Guard on duty at the gate house of the reason for the visit and the destination.
- (k) When an employee is directed to appear in the office to discuss a matter which might likely result in a suspension or discharge, or when a disciplinary letter is to be placed on his record, the employee will be reminded of

his right to bring his Union Representative into the discussion at that time.

Section 2 - Grievance Procedure

- (a) The procedure for presentation of a grievance is as follows:

Step 1. The employee, or in company with his Union Representative, will discuss the grievance with his immediate supervisor or the appropriate member of the business center staff.

Step 2. *If not settled in Step 1, the grievance will be reduced to writing without the assignment of a number, signed by the grievant and/or Union, and discussed with the Business Center Manager by the Union Division Chairman. If not settled after this discussion, the grievance will be assigned a number and formally presented to the Business Center Manager by the Union Division Chairman. If a meeting is necessary, it will be held within three (3) working days, or as mutually agreed. The appropriate Union Representative may attend this meeting.*

Step 3. *If not settled in Step 2, the grievance shall be referred to the Union President for discussion with the Industrial Relations Manager or his authorized representative. The appeal of the grievance to Step 3 must be accompanied by the completed Appeal Form, signed by the Local*

Union President, giving reason why *Step 2* company answer was unsatisfactory.

- (b) The Company shall give written answer to the written grievance as soon after the meeting or discussion as possible, but not later than five (5) working days, unless extended by mutual consent. If the written answer is not given within the time allowed, and in the absence of an extension, the Union may take the grievance to the next step without delay.
- (c) If a controversy arises of a nature so general as to affect a large number of employees, such issues of this nature need not be subject to the entire grievance procedure, but may be initiated at *Step 3* by agreement of the Union President and the Industrial Relations Manager.
- (d) At the written steps of the grievance procedure, the Company and the Union may call any witnesses whose testimony is necessary to the proper consideration of the grievance, or grievances, to be considered at any particular meeting.
- (e) No decision prior to the last step of the grievance procedure will have any precedent setting value.

Section 3 - Impartial Umpire

- (a) If the grievance is not satisfactorily settled at *Step 3* of the grievance procedure, it may be appealed to an impartial umpire. Notice

of appeal in writing by either party requesting arbitration must contain specific reference to the contract paragraphs which are alleged to have been violated and must be given to the other party within thirty (30) days from the date of the decision at *Step 3*.

Grievances certified to the Impartial Umpire will be scheduled for arbitration in the order in which they are appealed to the Umpire with the exception of cases involving discharge, suspension, or continuing liability. Such cases will be preferenced on the arbitration schedule.

- (b) Any grievance coming under the jurisdiction of the impartial umpire but not processed within thirty (30) days from the date of the Company's answer given in *Step 3* shall be considered as closed on the basis of the Company's answer in *Step 3*.
- (c) The impartial umpire shall render a decision on the grievance submitted to the impartial umpire within thirty (30) days from the date of submission, unless additional time is requested and mutually agreed to by the Company and the Union.
- (d) The decision of the impartial umpire shall be final and binding on the Union, its members, the employee or employees involved, and the Company, and shall be complied with as soon as possible. No decision at any step of the grievance procedure, including

decision of an impartial umpire, shall create a basis for a retroactive adjustment in any previous grievance.

- (e) The impartial umpire shall have jurisdiction over grievances which arise from alleged violations or misinterpretations of the provisions of this Agreement and shall have the power to make awards on these cases only. The impartial umpire shall not have the power to make any award changing, altering, or amending this Agreement or any supplement to this Agreement.
- (f) Specifically, the impartial umpire shall not have the power to arbitrate general wage levels.
- (g) The Company and the Union shall mutually agree on an Impartial Umpire who shall serve for a one year period. If either party desires to change umpires, they must notify the other party in writing within thirty (30) days prior to the expiration of each yearly period. Otherwise the term will be extended for another year.
- (h) The expenses and compensation of the Impartial Umpire shall be shared equally by the Company and Union.

Section 4 - Union Time Study Engineer

- (a) If a grievance involving a rate or standard is reduced to writing in the grievance procedure, the Company, on request of the Union, will permit a Union time study engi-

neer, approved by the Local Union or International Union, to enter the plant for the purpose of making studies of the rate or standard in dispute in order that the Union may be in a position to properly present its case to the Company, and if still unresolved, to the Umpire for determination. A signed secrecy pledge will be required before entry is permitted. A company time study engineer shall be present during such studies or observations by the Union time study engineer.

- (b) The company shall cooperate with the Local Union in the training of a Local Union Time Study Engineer, and at the request of the Local Union shall permit practice studies to be taken on any operation approved by the Company. One Union designated employee will be trained by the Company; in the event he ceases to function in that capacity, the Company will train a replacement. One-half the cost of time lost from the employee's regular shift, up to a maximum of twenty (20) hours per week for a maximum of eight (8) weeks will be paid by the Company to the employee designated as the time study trainee for the Local Union. The rate of pay shall be the employee's straight time average hourly earnings.

ARTICLE V
HOURS OF WORK AND REPORTING PAY

Section 1 - Standard Work Day and Standard Work Week

- (a) The plant, or any part of, including specific classifications, may operate on seven (7) day continuous schedules when the Company determines circumstances necessitate such a schedule.
- (b) Work day means the twenty-four (24) hour period beginning at 11:00 PM Work week means the seven (7) day period beginning Sunday night at 11:00 PM. Seventh consecutive day means the seventh consecutive day in the work week; i.e., The twenty-four (24) hour period beginning at 11:00 PM on Saturday, Working schedule means the hours of shifts to be worked and the day or days on which such shifts are to be worked.
- (c) A standard work shift shall consist of eight (8) hours worked within a work day. The standard work shifts are: First Shift (7:00 AM to 3:00 PM), Second shift (3:00 PM to 11:00 PM), and Third Shift (11:00 PM to 7:00 AM).
- (d) When operating on seven (7) day continuous schedules, the standard work week shall consist of five (5) standard work days within a work week amounting to a total of forty (40) hours.

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

employee has the responsibility of checking the bulletin board before the employee goes home.

- (c) To be eligible for reporting pay, the employee must have his current telephone number listed with the Company. If the employee cannot be reached by telephone, the employee will not be eligible for reporting pay. The Union Representative will be notified when employees cannot be reached by telephone.
- (d) No reporting pay or any other guarantees for time not worked will be paid in cases of General Emergency shutdown in any part of the plant caused by fire, flood, failure of power supply, or similar conditions beyond the control of the Company.
- (e) An employee called in for work shall be guaranteed four (4) hours of work at his current hourly rate up to his base rate. This provision shall not apply when the work is performed in continuity at either end of the employee's regular shift.
- (f) If an employee is sent home because of lack of work before he has completed the scheduled hours of the work shift, he shall be paid what he earned plus the hiring rate of his assigned job classification for the remaining scheduled hours of the shift. If the Company offers the employee the choice of other work or going home and he

elects to go home, he forfeits the above payment for the remaining scheduled hours of the shift not worked.

- (g) Payment under this section will be made at time and one-half after forty (40) hours in any standard workweek, at double time on the seventh consecutive day worked in a work week, and triple time on holidays.

Section 3 - Working Time

Employees are not to enter the plant prior to thirty minutes before starting time and their working area earlier than necessary to be at their work station at starting time. Employees will not start work prior to starting time without supervisory approval. All employees will work until the end of the shift, and those in continuous operation classifications will remain on their jobs until relieved. The Company will attempt to secure relief as soon as possible for the employee working in a continuous operation classification who is not relieved by the employee scheduled to work the following shift. Except for short periods of time, not to exceed 30 minutes, while relief is being secured in continuous operation classifications, employees in the production departments will not be required to work more than eight (8) hours in a normal work day.

Section 4 - Distribution of Work

- (a) Daily vacancies and other work may be filled with available labor on the shift on which the vacancy or other work occurs

before employees from other shifts are offered the work on an overtime basis. Preference will be given to available labor in the base rate classification, within the department, on the shift on which the vacancy or other work occurs; then, to other available labor.

- (b) Overtime opportunities, including holidays, will be divided equally as practical among the available qualified employees in their base rate codes within the department who ordinarily perform the work.
- (c) When an employee replaces another employee on a temporary basis, the replacement becomes the other employee's "alter ego".

This provision is applicable when an employee replaces another employee for a period of seven (7) calendar days or more and is applicable from the first day of such replacement. This provision does not apply to replacements for daily vacancies.

Section 5 - Sign-Up System - Distribution of Work Opportunities

- (a) A sign-up system for overtime, when necessary, will be established to include daily overtime and holiday work. A system will also be established for Sunday work and Partial Saturday work to be applied only to operations not on a continuous operation schedule. Sign-up sheets for possible over-

time will be posted in each department. Daily overtime sheets will be posted the first five (5) hours of each shift. A sign-up sheet for overtime work on off-scheduled days will also be posted on the last scheduled day prior to a shift being off-scheduled. Employees who want to work overtime on their off-scheduled days can volunteer for such work by signing the posted sheet. Holiday work sheets and Sunday work sheets (non-continuous operations) will be posted at least two (2) days in advance of the holiday or Sunday requiring work and will remain posted for a minimum of 24 hours prior to the partial work shift, when possible.

- (b) Daily overtime work, when necessary, will be offered to volunteered qualified employees in increments of four hours, with the first four (4) hours being offered to the retiring shift and the second four (4) hours being offered to the incoming shift, start-up work will be offered in increments of two (3rd shift by seniority) or four hours, and holiday work and Sunday work (non-continuous operations) will be offered in increments of eight hours as follows:
 - (1) Volunteered experienced employees in the classification within the department who ordinarily perform the work by seniority and by opportunities.

- (2) Volunteered qualified employees in Vacation Replacement classifications in the department by seniority and by opportunities.
- (3) Volunteered qualified employees out-of-classification in the department by seniority.

If necessary daily overtime is not secured through the above procedure or through personal contact from the retiring shift, it will be offered to volunteered employees on the incoming shift who have agreed to work by seniority. If necessary daily overtime is not secured from the incoming shift it will be offered to volunteered employees on the retiring shift who have agreed to work the first four hours, by seniority. If daily overtime is still needed, volunteered employees within the subject division will be considered prior to volunteered employees from other areas of the plant.

- (c) The sequence in paragraph (b) above applies to employees scheduled to work on the day the overtime is available. If this sequence does not result in sufficient employees to cover the available overtime, an attempt will be made to contact employees who have signed the off-scheduled list by seniority and by opportunities. Off-scheduled employees will be offered overtime work in increments of four (4) or eight (8) hours as necessary.

- (d) For partial work shifts, when less than the full number of experienced employees are needed in a classification within a department, the work will be offered to employees by opportunities in the order of preference listed below, after which, if necessary, the least senior experienced employee in the classification needed by shift, next required to work will be scheduled.
- (1) Volunteered experienced employees in the classification in the department on the shift by seniority and by opportunities.
 - (2) Volunteered qualified Vacation Replacement employees in the department on the shift by seniority and by opportunities.
 - (3) Volunteered experienced employees in the classification in the department on shift(s) not scheduled by seniority and by opportunities.
 - (4) Volunteered qualified Vacation Replacement employees in the department on shift(s) not scheduled by seniority and by opportunities.
 - (5) Volunteered qualified employees out-of-classification in the department on shift by seniority.

This partial work shift procedure is not applicable to shifts of less than eight (8) hours (short-shifting)

Partial unclassified work will be offered to volunteered employees in the department by seniority.

- (e) A qualified employee is an employee who has demonstrated his ability to perform the job to the satisfaction of the business center management. For an employee to be considered qualified for out-of-classification work, such employee must make application with business center management.
- (f) Employees who do not sign up for overtime when work is available will be charged an overtime work opportunity to the extent to which work is available. Employees who sign up for overtime and work is made available will be charged with an overtime opportunity. Employees who are contacted after the start of the overtime period and who refuse the opportunity will not be charged.
- (g) A separate record of daily overtime (one (1) for the retiring shift and one (1) for the incoming shift), start-up work (four (4) hours), holiday work, holiday start-up work (four (4) hours), partial shift work, and for non-continuous operations, Sunday work opportunities will be kept in each department. All recorded opportunities will revert to zero the first Monday in January. When an employee is transferred or hired into a base rate code, the employee shall be assigned the number of opportunities

immediately above him on the overtime list for the classification on the shift he transfers to or hires into.

For scheduling of overtime work opportunities, each department will keep six (6) records: one (1) for scheduling daily overtime for the retiring shift, one (1) for scheduling daily overtime for the incoming shift, one (1) for scheduling start-up work (four (4) hours), one (1) for scheduling holiday work, one (1) for scheduling holiday start-up work (four (4) hours), and one (1) for scheduling partial shift work. For operations which are not on a continuous schedule, two (2) additional records will be kept: one (1) for scheduling Sunday work, and one (1) for scheduling partial Saturday work.

- (h) In the event an error occurs in distributing a work opportunity and the error is brought to the Company's attention within fourteen (14) working days from the date the work was performed, the error will be corrected by offering work to the affected employee at the first opportunity when work is available. If no work opportunity arises within three (3) months of the date of the error, the affected employee will be remunerated for the lost opportunity. With regard to errors made for holiday start-up work (four (4) hours), the affected employee will be remunerated for the lost opportunity if no work

opportunity arises within six (6) months of the date of the error.

- (i) Employees unavailable for overtime opportunities or who cannot be contacted at home by telephone will be charged as having been offered the available opportunity. The Union Representative will be notified when employees cannot be contacted at home by telephone.
- (j) When overtime work is necessary as the result of an absence reported less than one-half hour prior to shift starting time, the first four (4) hours may be offered to employees who have signed the posted sheets without regard to relative opportunities.
- (k) No employee will be permitted to work more than sixteen (16) hours in a twenty-four (24) hour period, except in cases of extreme emergency.

ARTICLE VI WAGE PROVISIONS

Section 1 - Holiday Pay

The following shall be considered holidays:

2003

| | |
|----------------------------------|------------------------|
| Labor Day | Monday, September 1 |
| Thanksgiving Day | Thursday, November 27 |
| Day After Thanksgiving | Friday, November 28 |
| Christmas Eve | Wednesday, December 24 |
| Christmas Day | Thursday, December 25 |
| New Year's Eve | Wednesday, December 31 |

2004

| | |
|-------------------------------------|-----------------------|
| New Year's Day | Thursday, January 1 |
| Martin Luther King, Jr. Day | Monday, January 19 |
| Easter | Sunday, April 11 |
| Memorial Day | Monday, May 31 |
| Independence Day | Sunday, July 4 |
| Labor Day | Monday, September 6 |
| Thanksgiving Day | Thursday, November 25 |
| Day After Thanksgiving | Friday, November 26 |
| Christmas Eve | Friday, December 24 |
| Christmas Day | Saturday, December 25 |
| New Year's Eve | Friday, December 31 |

2005

| | |
|------------------------------------|-----------------------|
| New Year's Day | Saturday, January 1 |
| Martin Luther King, Jr. Day, . . . | Monday, January 17 |
| Easter | Sunday, March 27 |
| Memorial Day | Monday, May 30 |
| Independence Day | Monday, July 4 |
| Labor Day | Monday, September 5 |
| Thanksgiving Day | Thursday, November 24 |
| Day After Thanksgiving | Friday, November 25 |
| Christmas Eve | Saturday, December 24 |
| Christmas Day | Sunday, December 25 |
| New Year's Eve | Saturday, December 31 |

2006

| | |
|----------------------------------|--------------------|
| New Year's Day | Sunday, January 1 |
| Martin Luther King, Jr Day . . . | Monday, January 16 |
| Easter | Sunday, April 16 |
| Memorial Day | Monday, May 29 |
| Independence Day | Tuesday, July 4 |

The Company will pay at straight time to each hourly employee who does not perform work for the Company on such holiday an amount equivalent to the employee's standard work day multiplied by his current hourly rate up to Base Rate, or S.T.A.H.E., whichever is greater, plus the night shift differential to which his scheduled shift would entitle the employee, subject to the following conditions:

- (a) When one of the above holidays falls within the period an employee is on vacation, and the employee is absent from work because of such vacation, the employee will be paid for such holiday.

Employees who leave work pursuant to an approved sick leave, or who leave the employment of the Company to enter the Armed Forces, within thirty (30) calendar days before or return within thirty (30) calendar days before or return within thirty (30) calendar days after a holiday, shall be paid for such holiday.

Employees who leave work pursuant to an approved leave of absence during the week in which a holiday falls or in the week previous to it or return to work after such leave during the week a holiday falls or in the succeeding week, shall be paid for such holiday.

Employees who are laid off within fourteen (14) calendar days prior to a holiday shall

be paid for such holiday. Employees who are recalled and return to work in a work week in which a holiday falls, or within fourteen (14) calendar days after the holiday, shall be paid for such holiday.

- (b) Employee will be eligible for holiday pay only if the employee works the last scheduled day before the holiday and works the first scheduled day after the holiday. If the employee is absent from work on the last scheduled day before the holiday or on the first scheduled day after the holiday, the employee will be eligible for holiday pay if the absence was because of: The employee being confined to the hospital; employee under doctor's care and certificate stating employee unable to work; emergency serious illness in employee's immediate family as defined in Section 5 of this Article substantiated by doctor's certificate; employee serving on jury duty or on military leave or on funeral leave as covered in the provisions of this agreement; Union officer on authorized Union business or delegate to convention with notification to the Company in advance and substantiated by the Local Union President.

When there are two consecutive holidays, an employee will qualify for pay for the first holiday if the employee works his last scheduled shift prior to the holiday and will qualify for pay for the second holiday if the

employee works his first scheduled shift after the holiday.

- (c) Employees who are working on jobs which by the nature thereof must be continued in operation on a seven (7) day basis, and employees who rotate thereon, shall be paid holiday pay if the holiday falls on their regularly scheduled day off. If such employees are scheduled to work on a holiday and absent themselves from scheduled work, they shall not receive holiday pay.
- (d) When maintenance work essential to the continued operation of the plant must be done while the plant is not in operation and such maintenance work is scheduled for a holiday, then holiday pay will not be paid employees who refuse to work on such holiday when scheduled to do so unless the employee's failure to work is for one of the reasons specified in paragraph (b) of this section.
- (e) Any employee who accepts a work assignment on a holiday and who absents himself on the holiday will not be eligible for any payment for the holiday, unless the employee's absence is for one of the reasons specified in paragraph (b) of this section.
- (f) In no event shall premium or overtime pay apply to holiday hours paid for but not worked.

- (g) When an employee works overtime on a holiday for the purpose of closing down or starting up an operation, he shall be paid at the rate of triple time, and such time, up to a maximum of four (4) hours, shall not be deducted from the holiday pay herein provided. All other time paid for at the rate of triple time shall be deducted from the hours on which such holiday pay is based.
- (h) 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.

However, such employee may elect to defer the time off for the holiday(s) until his first scheduled shift(s) immediately following the jury duty provided he notifies his Business Center Manager of his desire to do so in sufficient time for the Business Center Manager to secure a replacement.

Section 2 - Premium Pay

All work performed on the seventh consecutive day worked in a work week shall be compensated at the rate of double time. All work performed on holidays shall be compensated at the rate of triple time. In no event shall time and one-half be paid in addition to double time or triple time.

Section 3 - Overtime Pay

Time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any one pay period week will be compensated at the rate of time and one-half. Overtime hours paid on a daily basis shall not be included in paying for overtime on a weekly basis. Holiday hours, jury duty hours, funeral leave hours, or regularly scheduled vacation hours for which an employee is paid but does not work will be credited toward the computation of weekly overtime hours. Scheduled hours lost as a result of occupational injury will be credited toward the computation of weekly overtime hours.

Section 4 - Base Rate

- (a) In the establishment of a new Base Rate, such rate shall be arrived at by the use of standard job evaluation practice. When a new Base Rate is established, the Local Union Time Study Engineer or the representative designated by the Local Union shall be advised as to what the rate will be as far in advance as possible but not less than three (3) working days before the rate is to become effective, excluding holidays, unless a shorter time is mutually agreed upon. A copy of the job evaluation plan shall be furnished the Local Union by the Company. The Company will make available to the Local Union Time Study Engineer for his inspection, complete data

showing the basis upon which the new base rate was established.

- (b) Base Rates shall be established in accordance with paragraph (a) and shall be calculated on a full work load even though it is known at the time of establishment that full work load cannot be assigned at that time. In the event it may be necessary to establish a Base Rate before the job is fully developed, the Base Rate shall be established on the proper evaluation of job content or job requirements as contemplated in the permanent job insofar as can be foreseen at the time such Base Rate is being calculated.
- (c) Any items of job content or job requirements considered in the Base Rate calculation shall be fully described in the job evaluation record regardless of whether or not such work is being performed at the time.
- (d) In the event such items are included and given proper weight in the Base Rate calculation before they actually appear in the actual performance of the job, the subsequent appearance of such items in the work requirements of the job shall not form the a basis for an increase in the Base Rate.
- (e) Nothing in this agreement shall be so interpreted as to require employees to perform work loads that are not fair and reasonable.

Section 5 - Definitions

- (a) Base Rate as used in this Agreement refers to the hourly rate established on a given Base Rate Code by the standard job evaluation procedure including all wage increases given by the Company since the rate was originally established.
- (b) Straight time average hourly earnings are the hourly earnings computed by taking the total straight time earnings (first five (5) days of the week) of the last pay period (minimum of 16 hours) and divide these earnings by the total straight time hours worked (holiday pay, funeral pay, military make-up pay, and jury pay are included in straight time earnings and are counted as hours worked). Last pay period is the last week for which the employee has received payment.
- (c) An experienced employee is any employee permanently assigned on an operation who has maintained base rate earnings or above for four (4) consecutive working days.
- (d) Learning time is the number of working days that a new employee may require to obtain satisfactory performance.
- (e) The wage rate for an inexperienced employee will be his learner's rate or piece-work earnings, whichever is greater.
- (f) A pieceworker who becomes an experienced employee as defined above, or who

has progressed to base rate of his job, will be paid piecework earnings.

- (g) It is understood that employees are expected to apply themselves to their work with reasonable effort.
- (h) Immediate family as used in this Agreement is as follows:
 1. Married employees - spouse, children, and parents or dependents residing in household.
 2. Unmarried employees - mother and father of employee and dependent children of employee.

Section 6 - Idle Time and Off-Standard

- (a) On piecework operations, wage payment of current hourly rate up to 90% of Base Rate shall be paid for periods of idle time of one-tenth (.1) of an hour or more when no provision has been made to cover such loss in the piecework rates. Down time of less than one-tenth (.1) of an hour cannot be accumulated.
- (b) On piecework operations, experienced employees will be paid their Base Rate for off-standard conditions.

Section 7 - New or Revised Piecework Rates

- (a) When studies have been completed for new piecework rate standards, the Local Union Time Study Engineer or the representative designated by the Local Union shall be

advised as to what the piecework price, or standard, will be as far in advance as possible, but not less than two (2) working days before they are to become effective, excluding holidays, unless a shorter time is mutually agreed upon. This means that new standards for piecework rates or new piecework rates due to new or modified equipment or changes in constructions or methods will be reviewed with the Local Union Time Study Engineer or the representative designated by the Local Union. After piecework has been established and made effective, additional piecework rates required for additional codes of tires or different sizes and types of tires built on the same equipment will be made effective immediately in order to expedite piecework rate coverage.

- (b) Mathematical errors in rate calculations and inaccuracies relating to job content made at the time a rate was computed will be corrected unless more than 90 days have elapsed since the rate was effective, in which event corrections may be made only by mutual agreement.
- (c) Any change in permanent piecework prices or standards will be made commensurate with the degree of change in the job content. Change in the job content includes such as methods, materials, tools, equipment, motion sequence, idle time, labor

balance, lay-out specifications, arrangement of equipment, etc.

- (d) Grievances will not be filed on any piecework prices or standards until employees involved have given the proposed piecework prices or standards a fair trial of at least five (5) days worked on the piecework price or standard involved.
- (e) Continued failure of an employee to earn at least Base Rate under normal conditions shall be just cause for removal from the operation.

Section 8 - Temporary Transfer

When an employee is temporarily assigned a job other than his regular job during his regular shift and work is available on his regular job, employee will be paid his current hourly rate or the rate of the job assigned, or his S.T.A.H.E., or his piecework earnings, whichever is greater, provided employee puts forth a reasonable effort. If the employee has no work available on his regular job, employee will be paid his current hourly rate or Base Rate of the daywork job assigned, or piecework earnings on the piecework job assigned, whichever is greater.

When an employee works overtime on his regular operation and during the overtime period is temporarily assigned another job, the above payment provisions will apply.

Section 9 - Temporary Transfer - Special Skill - Experimental or Developmental Work

When an experienced employee is temporarily assigned another job specifically because of a special skill or is assigned experimental or developmental work, employee will be paid his S.T.A.H.E. of his regular job, or his current hourly rate up to Base Rate, or actual earnings, whichever is greater.

Section 10 - Permanent Transfer

When an employee with seniority is transferred from one base rate code to another base rate code under the bidding procedure, the employee will be paid his current hourly rate up to 90% of the base rate of the job transferred to.

Section 11 - Overtime Pay

When an employee is given extra work over and above his regular eight hour day or regular weekly departmental schedule on a job other than his regular job, the employee shall be paid the Base Rate of the assigned job or piecework earnings of the assigned job, whichever is greater.

Section 12 - Disqualification - Surplus - Recall

An employee disqualified due to physical disability or surplus or recalled from layoff who is transferred to or recalled to another job will be transferred at his current hourly rate up to 90% of the rate of the job assigned. A disquali-

fied employee other than for physical disability will transfer at the starting rate of the job assigned.

Section 13 - Inventory

When an employee is assigned to a job for the purpose of taking inventory, the employee will be paid his current hourly rate up to Base Rate.

Section 14 - Attend Meeting

An employee requested by the Company to attend a meeting during working hours will be paid his current hourly rate up to Base Rate, or S.T.A.H.E., whichever is greater.

Section 15 - Night Shift Differential

A night shift differential of \$.32 per hour will be paid for all hours worked between 3:00 P.M. and 7:00 A.M.

Section 16 - Lunch

(a) Non-continuous classifications: 20 minutes lunch allowance at current hourly rate up to base rate.

Continuous operation classifications: If relieved, 20 minutes lunch allowance at current hourly rate up to base rate. If not relieved, 15 minutes at current hourly rate up to base rate in addition to regular eight-hours pay. This is a bonus lunch payment and all bonus lunch payments are made at straight time.

- (b) Allowance or payment for lunch will be made only if employee works in excess of four (4) hours and through the regularly scheduled lunch period on his regular shift.
- (c) Two ten-minute break periods will be scheduled for employees working a scheduled eight-hour shift in non-continuous operation classifications. Employees working into another shift shall have additional break period(s) as scheduled on that shift. Employees in continuous operation classifications will be handled individually.
- (d) Employees assigned daily overtime (two hours or more) will be allowed ten (10) minutes personal time immediately prior to or as soon as possible after the start of the next scheduled shift. Crew operations to be handled on an individual basis.

Section 17 - Occupational Injury or Illness

- (a) Employees injured in the factory, or who suffer from occupational illness, during their work shift and report the fact at the time of its occurrence and are subsequently treated in the dispensary, doctor's office, or hospital and sent home, shall be paid their earnings for the time worked, plus their current hourly rate up to their Base Rate, or S.T.A.H.E., whichever is greater, for the balance of the shift. However, it is recognized in some instances the employee may not be sent home on the day of the injury,

but on a subsequent day be treated in the dispensary, doctor's office, or hospital and sent home, in which case he shall be paid in the same manner specified above. In no event shall an employee be paid for hours not worked on two different days for the same injury.

- (b) Employees who are treated in the dispensary, doctor's office, or hospital for an injury in the factory, and return to work, shall be paid their current hourly rate up to their Base Rate or S.T.A.H.E., whichever is greater, for the time required for such treatment.
- (c) Employees who become ill (non-occupational) in the factory and are sent home will be paid their actual earnings for the time worked only.
- (d) An employee temporarily assigned other work as the result of the Medical Department's recommendation following an occupational injury or illness will be paid his current hourly rate up to 90% of his Base Rate for the first week and his current hourly rate up to 100% of Base Rate for the remaining duration of such period of disability. An employee temporarily assigned other work as the result of the Medical Department's recommendation following a non-occupational injury or illness will be paid his current hourly rate up to 90% of his Base Rate for the duration of such assignment. In making such assignments, consid-

eration will be given to preventing further aggravation of the injury or illness.

- (e) An employee injured in the factory who immediately after each injury occurs reports the fact or who suffers from an occupational illness which is reported immediately 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 Company's Medical Department in advance and secures the approval of the North Carolina State Industrial Commission. 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.

Section 18 - Funeral Leave

Employees with thirty (30) day's service who suffer a death in their family shall be entitled to funeral pay if absent from work because of the death of their spouse, parent, child, dependent residing in household, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandchild, grand-

parents, great grandchild, great grandparents, or the grandparents or great grandparents of the spouse. The employees will be paid their current hourly rate up to their Base Rate or S.T.A.H.E., whichever is greater, for the time lost from their regularly scheduled work shift by reason of such absence during a period of three (3) consecutive paid days (scheduled and non-scheduled days). At time of notification, the employees may elect, at their option, to only use scheduled days when taking funeral leave as provided under this section. Payment for unscheduled days will be the same as that for scheduled days. Such payment(s) will be credited toward the computation of overtime and premium pay as specified in Article VI, Section 2 and Article VI, Section 3. The above categories include step relatives, half relatives, and legally adopted children.

In the application of this clause with respect to in-laws, payment for any such relationship will be limited to those resulting from the employee's current marital status. Where a marriage has been terminated by death and there has been no subsequent remarriage, the in-law relationship will be recognized.

In the event an employee is on vacation and the death of a relative occurs as provided under Funeral Leave Pay, his vacation schedule shall be extended by the number of days the employee is eligible for payment under said provision, provided the employee notifies his foreman promptly of the death and in sufficient time for

the foreman to secure a replacement. In the application of this paragraph an employee will be considered to be on vacation at the completion of his last scheduled shift prior to the beginning of his vacation.

Section 19 - Jury Duty

- (a) An employee with seniority who is required to serve on a municipal, county or federal jury or grand jury, shall be paid the difference between the amount paid for such service and his current hourly rate up to Base Rate, or S.T.A.H.E., whichever is greater, for each day lost from his regularly scheduled work shift by reason of such service, subject to the following provisions:
 - A. Employees must notify their supervision within twenty-four (24) hours after receipt of notice of selection for jury duty. An employee on jury duty must notify his supervision of his availability for work on his regular scheduled shift. Employees working on the third shift will not be required to work their shift if they are to appear in court the following day or have appeared in court the previous day. It is understood that make-up pay will only apply for the days an employee is required to serve on jury duty.
 - B. In order to be eligible for such payment, the employee must furnish a

written statement signed by the appropriate public official showing the days served and the amount of pay received.

- (b) An employee on vacation who is required to serve on jury duty may extend that vacation period by the number of days the employee is required to serve during such vacation period provided the employee notifies his foreman in sufficient time for the foreman to secure a replacement.

Section 20 - Military Make-Up

An employee with seniority, who is a member of the National Guard or the reserve component of the Armed Forces, who is required to enter upon active annual training duty or temporary special service or weekend training shall be paid the difference between the amount of pay the employee received from the Federal or State Government for such duty and normal daily earnings, calculated on the basis of his current hourly rate up to Base Rate, or S.T.A.H.E., whichever is greater, multiplied by the number of his regularly scheduled hours per day (based upon not more than six (6) days per week) for the time lost while on such duty, up to a maximum of twenty (20) days per year.

Such items as subsistence and rental and travel allowances shall not be included in determining pay received from the government.

In order to receive military make-up pay, employees must notify their supervision within

forty-eight hours after receipt of orders from their military unit and obtain a form from the Company. This form must be properly completed and returned to the Industrial Relations Department after the employee completes his military training.

Section 21 - Union Representative

An employee who is a designated Union representative shall be compensated at his current hourly rate up to Base Rate, or S.T.A.H.E., whichever is greater, for time lost from his regular shift as a result of attending scheduled grievance meetings with the Company. The maximum number of hours to be paid by the Company as provided in this paragraph shall be determined for each week on the basis of eleven and one-half (11-1/2) hours per week for each one hundred (100) employees on the active payroll in the bargaining unit as of each Monday, rounded to the next even one hundred (100). The number of employees in the computation shall include the employees on layoff with recall rights and the number of employees on sick leave or leave of absence not included in the active payroll. If the total number of hours paid by the Company in a week is less than the maximum, the remaining hours shall be added to the maximum number of hours computed for the following week.

Section 22 - Carbon Black

A. Carbon Black premium wage payment of \$2.75 will be paid for each day applicable as provided in this section.

B. The premium pay will be paid one time per day to any one eligible employee regardless of the number of hours worked.

C. Employees Eligible:

Department 320 - Banburys

1. When Carbon Black is specified in the batch specification at the Banbury.
 - (a) Banbury Operator (Code 395)
 - (b) Banbury Operator's Helper (Code 514)
 - (c) Truck Pellet Gondolas (Code 544)
 - (d) General Utility & Relief (Code 390)
 - (e) Batch-Off Millman (Code 462)
2. All employees assigned by the supervisor to clean up after a "dead" batch.
3. Employees assigned to clean up a blow-back of carbon black at the Banbury.
4. Banbury Operators (Code 395), Batch-Off Millman (Code 462), Attend Banbury-Miscellaneous Service (Code 389), Truck Pellets (Code 544), Banbury Helper (Code 514), General

Utility-Relief (Code 390), Blend Pigments (Code 396), and Laydown Stock (Code 459), will receive the carbon black payment provided they work a minimum of four (4) hours on their regular operation.

Department 119 - Maintenance

1. Maintenance employees, assigned by supervision, and working:
 - (a) On a breakdown in the black system.
 - (b) On the main body of the Banbury (Mezzanine Floor).
 - (c) On repairing the Banbury automatic oil system on the platform above the Mezzanine Floor.
 - (d) On replacing or repairing the pelletizer, which includes the drive, clutch, and motor.
 - (e) On work inside pellet coolers.
 - (f) On work on Banbury dust collectors.
 - (g) On work on the pellet conveying systems.

Department 200 - Receiving

1. Receiving employees assigned by supervision and performing the operation of:

- (a) Connecting or disconnecting "boots" on carbon black cars.
- (b) Handling bag black while unloading box cars or trailers.
- (c) Trucker-Checker-Receiving (Code 723).

Department 371 - Cement House

1. When bag black is used in the Cement House.

Section 23 - Height Pay

The Company agrees to pay thirty (30) cents per hour to production employees assigned to Department 200 in job classification 721 and maintenance employees for time worked on the carbon black storage towers or fuel oil storage tanks at a height of twenty-five (25) feet or more above ground level or roof level. Maintenance employees will also be provided with this payment for time worked on the powerhouse boiler stacks or on top of the process oil tanks.

Section 24 - Pay Day

Wages will be paid weekly by check or, upon request, by direct deposit. Payday will be Friday for first and third shift employees; second shift employees will be paid Thursday provided the checks are available. The Company will afford off-scheduled employees the opportunity to pick up their paychecks at the gate house from 10:00 A.M. until noon on Friday.

If a holiday falls on pay day, the Company will make an effort to pay employees on their last scheduled shift before the holiday.

Weekly paychecks or direct deposit statements for employees will be enclosed.

ARTICLE VII SENIORITY

Section 1 - Definition

- (a) Seniority is continuous service with the Company based on actual time spent on the payroll plus properly approved absences or time laid off as specified in the terms of this article. The purpose of seniority is to provide a declared policy of work security measured by length of service. The Company shall be responsible for all seniority records. Seniority lists will be posted in each business center and in the Engineering Division and will be updated on a bi-weekly basis.
- (b) Reasons for termination of seniority include the following:
 - A. Resignation for any reason
 - B. Discharge for just cause
 - C. Overstaying a leave of absence
 - D. Failure to answer recall within specified time

- E. Accepting other employment while on leave of absence
 - F. Exited under employee benefit plan
- (c) If a person transfers into the Fayetteville plant, he will be treated as a new employee without seniority.

Section 2 - General Provisions

- (a) A new employee will have no seniority status until the employee has completed a probationary period of sixty (60) days worked, after which his seniority dates from date of hire. Probationary employees may be released prior to the completion of the full probationary period.
- (b) Employees with identical service dates will use their age as the determining factor—the older employee being with the same service dates and birth dates will be assigned seniority alphabetically according to their last name at date of hire.
- (c) If an employee in a supervisory or other position outside of the bargaining unit returns to a job within the bargaining unit, the employee shall be credited with his total seniority and the privileges that accrue thereto.
- (d) An employee who leaves the employment of the Company to enter the Armed Forces, either by enlistment or draft under any existing Federal Legislation, or which may

be passed, shall be reinstated upon application, provided the employee can qualify under the seniority rules, and further provided his discharge from the Armed Forces was other than dishonorable, and the employee applies for reemployment within 90 days thereafter, and further provided that the employee is physically capable of performing the work required, The Company will make every effort to place employees who may become handicapped during such service. Seniority will accumulate during the full period of time spent in such service.

An employee who furnishes the employer with the official notice that he is to enter the Armed Forces will, upon request, be granted a leave of absence for a reasonable period of time, not to exceed two (2) weeks, to handle personal affairs prior to entering the Armed Forces.

Section 3 - Leave of Absence

- (a) Employees requesting leaves of absence for more than seven days shall make application in writing to their foreman on a form provided for that purpose.
- (b) Leaves of absence may be granted for personal reasons when justified for a period not to exceed ninety (90) days upon written application of the employee when the services of the employee are not immediately required, and there are employees available

and capable of doing his work. To comply with the requirements of the Family Medical Leave Act of 1993 (FMLA), it may be necessary to provide eligible employees, up to and including, twelve (12) work weeks of leave for the reasons outlined in the FMLA. A copy of approved leaves of absence will be furnished the employee concerned at or before the time the leave is granted or extended.

- (c) An employee who becomes ill or is injured and whose claim of illness or injury is supported by satisfactory evidence shall be granted a leave of absence to cover the period of such illness. Seniority will accumulate for the first two years of such leave. Employees drawing Workmen's Compensation shall accumulate seniority during the period covered by compensation payments, or any additional period for which the employee arranges a leave within thirty (30) days after his final compensation payment.
- (d) An employee elected, selected, or appointed for duty as an officer, representative or employee of the International Union or of the Local Union, or of the AFL-CIO, as such, or for any State, County, City or Local Union Council of the AFL-CIO, or to an office in a Local Union cooperative enterprise or as an officer of the Bragg Mutual Federal Credit Union serving

Company employees, which assignment will take the employee from his employment with the Company, shall upon written request of the International Union or Local Union receive a leave of absence for the period of his service. If such service is for more than two (2) years, the leave of absence must be renewed each two (2) years. Seniority shall accumulate throughout the period of his leave of absence.

- (e) If the reasons and circumstances upon which an employee's leave of absence was granted change substantially while the employee is on leave, the employee must immediately report to the Company to be reinstated or to request continuation of his leave based on the changed conditions. If the employee fails to so report, or falsifies his report, his services with the Company may terminate.
- (f) Leaves of absence may be extended when requested upon approval of the Company.
- (g) Seniority will accumulate for the duration of approved leaves of absence except as specifically limited in the section.
- (h) An employee returning from a leave of absence shall be reinstated to the classification the employee had at time leave was granted, provided there are employees working there with less seniority. If there are no employees with less seniority on

such classification, or if the job had been eliminated, the employee shall be sent to the employment office and handled as permanent surplus labor.

- (i) An employee who leaves the employ of the Company as the result of being elected or appointed to public office shall be reinstated upon application provided the employee can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within thirty (30) days after the end of his tenure in such office.

The employee shall notify the Company in writing of his intentions of accepting such office and shall inform the Company 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.

- (j) An employee who becomes disabled because of pregnancy and whose claim of disability is supported by satisfactory evidence shall be granted a leave of absence to cover the period of such disability. Seniority will accumulate for the first two years of such leave. Upon approval of the Company's Medical Department, she shall be returned to her specific assignment with her classification provided that during her absence no reassignments were made which would have removed her from her specific

assignment. If reassignments were made causing her not to be entitled to her specific assignment, she shall then be referred to the Employment Department and handled as permanent surplus labor. In the event there is a disagreement between the Company's physician and the employee's physician regarding the medical evidence concerning the disability due to the pregnancy, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide such question. The expenses of the third physician shall be borne jointly by the Company and the employee.

- (k) An employee who leaves the employ of the Company in order to attend an accredited college or university, or a recognized trade or vocational school, shall be reinstated upon application provided the employee can qualify under the seniority rules, is physically capable or performing the work required and applies for re-employment within thirty (30) days after leaving the college, university, or school. Trade or vocational school for purposes of this clause, is one which provides training or a course of study related to jobs performed in the local plant. The employee, upon reinstatement, shall be given the service the employee had when the employee left the Company. The

employee shall notify the Company in writing of the name of the school, the date of entry, and the expected length of the course of study. The employee shall confirm the continuation of his school attendance at annual intervals thereafter. If such an employee leaves the college, university or school to enter the Armed Forces and so notifies the Company in writing and otherwise fulfills the requirements of Article VII, Section 2, Paragraph (d), he will accumulate seniority for the full period of time spent in such service.

- (1) An employee who leaves the employ of the Company to enter service in the Peace Corps under the Peace Corps Act, 22USCA2501, shall be reinstated upon application, provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within ninety (90) days following the completion of not more than two (2) years of such service. Seniority will accumulate during the full period of time spent in such service.

Section 4 - Absence Without Leave

- (a) It is the duty of employees who are unable to work at their regularly assigned periods to report to the Company as much in advance of the start of the shift as possible.

- (b) An employee who is absent for a period of five (5) working days or more, without notifying the Company shall be considered as having resigned without notice, and his seniority will terminate. An employee who is absent for a period of more than five (5) working days will be required to submit satisfactory documentation to his Department Manager to obtain a leave of absence. Failure to submit such documentation within ten (10) working days beginning with the first day of absence will result in termination of seniority. The Local Union will be notified of employees whose service is terminated under the terms of this provision. An employee whose service is so terminated shall be reinstated only if he supplies evidence that his failure to comply with the terms of this provision was justified by reasonable excuse. Upon reinstatement, the termination letter will be removed from the employee's record.

Section 5 - Shift Preference

- (a) All employees will remain on the shifts on which they are permanently assigned subject to the following paragraphs:
- (b) An employee shall have shift preference when a permanent vacancy occurs on his next preferred shift within his base rate classification according to his seniority. Each employee shall sign a shift preference card stating his first, second, and third choices of

shift preference. Such cards will be on file in each department office. Shift preference assignments will be made from these cards. It shall be the employee's responsibility to initiate any changes in his preferences.

An employee awarded a job and awaiting physical transfer will be considered for shift preference, according to his seniority, on any subsequent vacancies within that base rate classification based on his shift preference card.

Changes in preferences, made after it is determined that a vacancy exists and shift preference assignments are established from the preference cards, will not be considered for that vacancy.

Shift moves will be made on the first scheduled work day in the week following the week in which the replacement has completed his learning time.

- (c) An employee transferring from one base rate classification to another base rate classification shall be placed on the shift vacancy remaining after employees on the job, or employees physically awaiting transfer as outlined in the paragraph (b) of this section, have exercised their rights.
- (d) Learners shall be assigned to the shift on which their training may best be handled for the duration of the learning period only.

- (e) Employees who have gained their preferred shift shall not be removed from their shift by other employees, except when employees with more seniority are transferred to a job due to being surplus labor, or an employee returns to his regular shift from a leave of absence, or when it becomes necessary to balance employees on shifts because of changes in production schedules.

An employee removed from his preferred shift as a result of this provision will be given shift preference within his classification based on his seniority and shift preference card.

- (f) The President, Vice-President, Secretary and Treasurer, Local Union Time Study Engineer, and the Division Chairmen of the Local Union shall hold first shift preference for the term of their office.
- (g) As an exception to the above, employees assigned to the same job may be permitted, with the department management's approval, to temporarily trade shifts for limited periods of time. *The employee initiating such shift trade must secure his/her replacement from those employees on the shift desired to work by starting with the most senior. An employee in a tire building classification must secure the replacement in accordance with Item 2 of the letter in the Labor Agreement pertaining to*

Memorandums of Agreement-Previous Negotiations. It is understood that such trades will not of themselves create overtime or premium payment. When such shift trades are permitted, each of the two employees involved in the shift trade will assume the other's overtime opportunities record for the duration of the trade. The appropriate Division Chairman shall be notified of any such trades *and will ensure that employee seniority is followed as specified in the 2nd sentence of this paragraph..*

Section 6 - Filling of Vacancies Other Than Maintenance

- (a) Where there is a permanent job vacancy in a department (more job assignments than permanent employees in the department), the vacancy will be posted giving the job title, base rate code, shift, base rate, and learning time.

When it becomes evident that the duration of an employee's sick leave or leave of absence will be beyond six months, his job will be filled by the filling of vacancy procedure.

The exceptions to the job posting procedure are the 3 roll and 4 roll Calender Operator jobs, Tuber Operator jobs, the Change and Repair Drums, Sleeves and Bladder jobs and Die Work jobs. The Company will select employees for these jobs. Preference

will be given to members of the crew in the department.

- (b) All job vacancy notices will be posted under glass on the bulletin board, located at the employee entrance, on the first shift and will remain posted for three (3) working days. Job vacancy notices will include the time and date of posting. A list of job vacancy notices will be posted in the plant cafeterias.
- (c) Any employee who is eligible and wishes to apply for the posted vacancy will complete Form 01-24 Job Vacancy Application during the time the vacancy notice is posted. The application will be made in duplicate and signed by the applicant. The applicant will then deposit the original copy of the application in the box provided or this purpose at the posting bulletin board located at the plant entrance. The duplicate copy will be kept by the employee. The employee may withdraw his application during the time the vacancy notice is posted by completing the cancellation portion of his copy of the vacancy application.
- (d) Any job that has been posted will not be posted again until ten (10) days after the original posting. Any job vacancy occurring during this period will be offered to the senior eligible employee of the last posting. Only one job vacancy caused by filling a job posting will be posted. After a maximum of two (2) posting, vacancies will be

filled first, by management requested placement with preference given to employees assigned to the department where the vacancy exists, and then by hiring new employees.

- (e) A new or recalled employee may transfer under the posting procedure after employee has worked twelve (12) months. An employee awarded a job under the posting procedure must work the job twelve (12) months before being eligible for another self-requested transfer to a job on which he does not have previous satisfactory experience or nine (9) months to a job on which he does have previous satisfactory experience.
- (f) Posted vacancies shall be filled by eligible qualified bidders in the following order:
 - (1) The senior employee in the plant who has been removed from the job previously because of being surplus labor within the last twenty-four (24) months. Such employees must have been permanently assigned to the job and maintained base rate earnings or above for four (4) consecutive working days. The restrictions in paragraph (e) are not applicable to this Item 1 except for recalled employees.
 - (2) The senior eligible employee in the plant with experience within the last

five (5) years on the posted job. *In the application of the above sentence, an employee currently assigned to a vacation replacement or relief classification will be considered as having experience on all jobs for which that classification provides vacation or relief coverage.*

- (3) The senior eligible employee in the plant who can meet the qualifications for the job.
 - (4) The senior qualified employee as surplus labor or on layoff and who meets the qualifications of the job.
- (g) An employee awarded a job through the job posting procedure shall be moved to the new job within thirty (30) days, from the Monday following the date of the job award, unless extended by mutual agreement.
- (h) The Company will post the name, department, clock card number, seniority date, an reason for award of employees awarded jobs under paragraph (f) of the posting procedure on the posting bulletin board at the plant entrance.

Section 7 - Disqualification

- (a) When an employee with seniority fails to qualify on his regularly assigned job for reasons outside his control, employee will be referred to the Employment Department and handled in accordance with the provisions of paragraph (c) of this section.

- (b) When an employee with seniority is disqualified through the disciplinary procedure, due to inadequate or erratic performance or other reasons, the employee will be referred to the Employment Department for placement or exit.
- (c) An employee with seniority who is no longer able to perform his regular job because of physical disabilities, as certified by the Company physician will be referred to the Employment Department for placement on a job for which the employee qualifies and is physically able to perform, in the following order:
 - (1) Fill an available vacancy in first his department, then division and then the plant.
 - (2) If there is no vacancy for which the employee can qualify, the employee will bump into the first job for which the employee can qualify in line with his seniority by starting with the least senior employee in the plant.

The Medical Department will review, as necessary, the medically restricted cases and take appropriate action.

The Local Union will be notified of job placements on all medically disqualified employees.

- (d) Once an employee is disqualified from a job, the employee will not be eligible for

that job at a later date, unless conditions change.

Section 8 - Lay Offs

- (a) When there is a permanent surplus of labor on one operation or group of operations, employees shall be removed from such jobs in reverse order of seniority. Employees so removed from their jobs shall be referred to the Employment Office to fill available vacancies. If there are none, or they can not qualify for the vacancy, employees with seniority will be given the opportunity to bump the least senior employee on the last job on which the surplus employee has been permanently assigned and satisfactorily completed the learning time, providing they have greater seniority than the least senior employee in the classification; or bump into the first job for which they can qualify by starting with the least senior employee in the plant. If these provisions result in bumping more than 10% of the experienced personnel on any operation during a period of time equal to the learning time of the job, bumping privileges by additional surplus employees must be exercised on the next least senior employee in another operation. The 10% bumps are limited to the classification per a 120 day period.
- (b) When employees with seniority may be subject to layoff due to curtailment of pro-

duction, the Company will give three (3) days advance notice to said employees, and provide work for said three (3) days for which work is not made available. Any employee who has not been notified during absence from work will not be entitled to notice, provided such employee has been absent for three (3) working days. An employee on an excused absence the day of notification will be notified under the same conditions as Article X, Section 6. The Union President will be notified of layoffs due to curtailment of production.

- (c) In laying off surplus labor, special consideration will be given to employees injured in the line of duty with the Company who have suffered disabilities compensable under Workmen's Compensation laws, which have resulted in permanent injuries that prejudice their securing employment elsewhere.
- (d) When the Company declares a surplus of labor in a department classification (excluding bump situations) which would otherwise result in layoff of employees with one (1) or more years of seniority, an equivalent number of senior employees in that department classification will be permitted upon their request to take optional layoff. The division steward will be notified by the Company of a surplus of labor condition, and requests from eligible senior employees

who are interested in taking an optional lay-off (and thereby waiving any layoff notice) must be received by the Business Center Manager within forty-eight (48) hours after the Company's notice.

- (e) An employee who is on an optional layoff will be placed on the optional layoff list and will be recalled in reverse seniority order from such lists to fill a vacancy on a preferential basis (notwithstanding provisions of Article VII, Section 6, of this Labor Agreement) in the department classification from which he took an optional layoff. In the event that a vacancy in the department classification from which an employee has taken an optional layoff does not become available after all employees on regular lay-off status with more than one (1) year of seniority are recalled and before new employees are hired, such employee on optional layoff shall immediately be recalled to any vacancy in the plant for which he can qualify. At any time the seniority date of an employee on regular layoff status exceeds that of an employee on an optional layoff, such optional layoff shall automatically revert to a regular layoff.
- (f) The Union will be provided with a list of laid off employees as soon as practical after time of lay off.

Section 9 - Recalls

- (a) An employee without seniority rights who is laid off will have no recall rights and will not accumulate any seniority while on layoff.

A laid-off employee with seniority will be eligible for recall provided the employee notifies the Company by letter, telegram, or personal interview of changes in his address.

- (b) A laid-off employee with seniority with two years or less of service at the time of layoff, and who is recalled within five years from the date of his layoff, shall be given his previous service plus service credit for the time laid-off provided such service credit will not exceed his actual service at time of layoff. A laid-off employee with more than two years of service at the time of layoff, and who is recalled at any time, shall be given his previous service credit plus service credit for the time laid-off provided such service credit will not exceed two year of any single period of layoff.
- (c) Employees shall be recalled by certified mail, return receipt requested, in accordance with seniority, with the exception of employees laid-off from jobs with eight (8) weeks or more learning time who will be preferenced to recall to such jobs as they become open.
- (d) Any employee so recalled must notify the Company of his intentions within five (5)

working days. Should the employee fail to so notify the Company of his intentions. But reports within thirty (30) days from date of recall, and presents a valid excuse for his failure to report earlier, the employee shall retain his relative position on the recall list, but must await the next available vacancy.

- (e) Any employee who is recalled and does not respond in accordance with the provisions of this section, or cannot be reached because of his failure to notify the Company of his change of address, or who responds but refuses to accept an available opening for which the employee is qualified will be removed from the recall list and his seniority terminated.

ARTICLE VIII VACATION

Section 1 - Eligibility

- (a) Employees will be entitled to two weeks vacation with pay after completing one year of continuous service. Employees will be entitled to three weeks vacation with pay after completing five years of continuous service. Employees will be entitled to four weeks vacation with pay after completing ten years of continuous service. Employees will be entitled to five weeks vacation with pay after completing twenty years of continuous service. Employees will be entitled to

six weeks vacation with pay after completing twenty-five years of continuous service.

- (b) The vacation period shall be on a calendar basis from January 1 to December 31. Employees will become eligible for vacation with pay on the first anniversary date of their employment. Thereafter, employees shall become eligible for vacation on December 31, except that they become eligible for the additional week of vacation on their fifth (5th), tenth (10th), twentieth (20th), and twenty-fifth (25th) anniversary dates.
- (c) Employees must be on the payroll and working during the calendar year in which their vacation is due in order to be eligible for vacation pay. Employees who return to the payroll prior to December 1 and who meet the continuous service requirements will have their vacation privileges restored during the current vacation period after they have been continuously employed for thirty days. Employees who return to the payroll on or after December 1 up to December 31 and who meet the continuous service requirements will have vacation privileges restored during the ensuing calendar year provided they have been employed for period of thirty (30) days.
- (d) Employees entitled to vacation who resign with or without notice, or are discharged before they have taken their vacations, shall be entitled to vacation pay at time of exit;

and employees laid off shall also be entitled to vacation pay at the time of exit. Vacation pay received at time of layoff is in lieu of vacation time off. If the laid off employee is returned to the payroll during the same calendar year, he may be given, upon request, a leave of absence for his vacation time off consistent with the provisions of Section 3 of this Article.

- (e) In the event an employee who is entitled to a vacation dies before employee has taken that vacation, only the person designated as beneficiary of the life insurance benefits provided by the Company to such employee shall be entitled to his accrued vacation pay.
- (f) A week of vacation for employees shall be a standard work week as defined in Article V, Section 1.

Section 2 - Pay for Vacations

- (a) Each week of vacation pay will be based on two percent of the employee's earnings during the previous calendar year, except for employees who complete one year of credited service during the current year shall be paid two percent of his earnings for the first 12 months prior to his anniversary date. Minimum pay for a week of vacation shall be 40 hours times the hiring rate of his assigned job classification.

ARTICLE VIII - VACATION

- (b) As an exception to this Section, veterans of the Armed Forces with recall rights who are entitled to a vacation but who do not have a full year on which to compute vacation pay, shall receive for each week of earned vacation two percent of their average weekly earnings since returning to the payroll times 52 weeks. If the employee returned to the payroll more than 52 weeks before the vacation is taken, the first 52 weeks shall be used in computing the average weekly earnings.
- (c) Vacation checks or, upon request, direct deposit statements will be distributed on Friday before the start of the vacation week, except for 2nd shift employees who will be given their vacation pay check or direct deposit statement at the completion of their Thursday work shift. Employees off-scheduled will be paid in accordance with Article VI, Section 24.
- (d) An employee may, upon his request, receive vacation pay in lieu of time off for all eligible vacation weeks in excess of one (1) week. This preference shall be expressed at the time of the vacation canvass for the ensuing year. Such vacation payments will be made to the employee as soon as practicable after the employee establishes his eligibility.
- (e) An employee may at the time of the vacation canvass elect to defer two (2) weeks vacation until the following year, but no longer.

- (f) An employee will be entitled to a vacation in the year which he retires on service award or on pension based upon the applicable percentage of the previous calendar years earnings. The minimum vacation is applicable only to those employees who have been continuously employed for a period of thirty (30) days in the year previous to the year in which he retires.

In addition to any vacation to which an employee is entitled through the above eligibility provisions, an employee who retires on pension or on service award, or who is released as the result of plant closure and who is entitled to a special distribution under Article XI, or a separation payment under Article XII of the Pension, Insurance and Service Award Agreement, or the surviving spouse of an employee who dies, provided such surviving spouse is the beneficiary of the life insurance benefit made available by the Company for such employee, will be entitled to vacation pay based upon the applicable percentage of the employee's earnings in the current calendar year. The minimum vacation is not applicable to this additional vacation pay.

Section 3 - Scheduling of Vacations

- (a) Vacation selections will be on the basis of Company seniority by department and classification and crew and work station by shift for each week in accordance with the

Company's decision as to the number of employees to be scheduled in a given week. Canvassing of employees for vacation preference will be conducted during the month of December.

- (b) Vacations will be scheduled equally from January 1 through December 31. Any employee not designating an available week when canvassed will be by-passed. When the by-passed employee is ready to assert his preference, his choice will be limited to the weeks available at that time.
- (c) Employees may schedule two (2) weeks vacation on the first canvass; any remaining vacation to be taken may be scheduled on the second canvass.

Section 4 - Vacation - One Day At A Time

- (a) Hourly employees eligible for vacation will be offered the opportunity to take up to three weeks (fifteen days) of vacation per year, one day at a time, providing the provisions of Article VIII are fulfilled. *The scheduling of a vacation day one day at time will be scheduled equally from January 1 through December 31 and must be with management's approval, not in conflict with production requirements, and requested not more than ten (10) days, excluding Sundays and holidays, or less than twenty (20) hours in advance.*

One day can be utilized in increments of four (4) hours. The partial day (four (4) hours) must be taken at the beginning or end of the shift.

Beginning in 2005, four (4) days of one day at a time vacation can be utilized in increments of four (4) hours. These partial days (four (4) hours) must be taken at the beginning or end of the shift. These four (4) hour increments must be scheduled in combinations so as not to exceed the one day at a time vacation liability.

- (b) The amount of vacation one day at a time must be part of the vacation pay in lieu an employee is eligible for as specified in Section 2 (d) of this Article.
- (c) A week of vacation one day at a time consists of five (5) days; however, any of the employee's scheduled workdays may be pre-scheduled as outlined above as a vacation day.
- (d) The rate of pay per day of vacation will be calculated by dividing two percent of the previous year's earnings by five (5) days per week. The minimum vacation pay provisions as outlined in Article VIII, Section 2, Paragraph (a) are applicable to this calculation. The daily rate will also apply in the event a sixth consecutive day in a work week is used as a day of vacation. Half day

vacation will be paid at fifty (50) percent of the daily vacation pay.

- (e) Employees who take a day's vacation during the week will have that day credited for payment of time and one-half for hours worked on the sixth day in a work week, as provided under Article VI, Section 3.
- (f) Employees who exercise the option of taking vacation one day at a time, and do not take any or all of the appropriate number of days by December 31, will be paid in lieu of time off for the days not taken.
- (g) The advance scheduling of the vacation day will be handled directly through the employee's immediate supervision and must be approved by the Business Center Manager. *Answers to requests made 24 hours or more in advance will be given the next working day after the request. Answers to requests made more than 20 hours but less than 24 hours in advance will be given within the last two (2) hours of the shift.* If a vacation day is granted, the employee will be given a vacation receipt so indicating. If a vacation day is not granted, the employee may obtain the day of vacation provided he secures the coverage for such day by utilizing the Vacation Coverage Form and the approval of the Business Center Manager.
Vacation one day at a time, when granted, will be granted in the order in which the

requests are made. If two or more employees make the request on the same shift on the same day for the same vacation day, and a vacation day is granted, it shall be granted in order of seniority. Vacation days once scheduled cannot be canceled.

- (h) The day paid as vacation will be incorporated with the week's earnings during which the partial vacation falls.
- (i) An employee's intent to take vacation one day at a time must be expressed at the time of employee canvass for the current vacation year.

ARTICLE IX MAINTENANCE DIVISION

Section 1 - Maintenance

- (a) These provisions specifically apply to the Maintenance Engineering Division. Where they may conflict with other parts of this agreement, these provisions shall take precedence.
- (b) Employees in the Maintenance Engineering Division are placed in departments and classifications as follows:
 - (1) Department 118
Maintenance Service-Transportation
and Miscellaneous Equipment - Code
300

(2) Department 119

Machine Craftsman - Code 307

Electrician-Instrument Repairman -
Code 304

Machinist-Mechanic - Code 301

General Utility - Code 309

Apprentice

(3) Department 160

Powerhouse Operator - Code 330

The principle that certain maintenance work may require the special skills found in specific classifications is recognized. However, regular work in other classifications will be assigned for the efficient utilization of labor.

Maintenance employees assigned to Department 119 will not be assigned to the Truck Repair Shop in Department 118, except in cases of emergency.

(c) Where there is a permanent job vacancy in the Maintenance Division, the vacancy will be filled as follows:

- (1) Post the vacancy in the Maintenance Division showing job classification title, base rate, shift, work station, and whether the vacancy exists in either Area or Planned Maintenance. *Posting will show the time and date of posting and will be placed on the bulletin board*

located in the maintenance employee clock-in/clock-out stations in Division "B-2" and "C" Division in addition to the current posting locations and will remain posted for three (3) working days. Only eligible experienced Maintenance Craftsmen can apply for the posted vacancy, Only two (2) job vacancies caused by filling a job posting will be posted. Subsequent vacancies will be filled, if necessary, first by graduating apprentices, if available, or, if authorized, with new hires, or from the central services work station.

- (2) A new Maintenance Craftsman may transfer under the posting procedure after employee has worked eighteen (18) months. A Maintenance Craftsman awarded a job under the posting procedure must work the job nine (9) months before being eligible for another self-requested transfer.
- (3) Posted maintenance vacancies shall be filled by eligible qualified bidders in the following order:
 - a. The senior eligible maintenance craftsman in the posted classification in the plant.
 - b. The senior eligible maintenance craftsman in the posted classification on layoff with recall rights.

- c. The senior volunteered maintenance craftsman in the posted classification in central services.
- d. Graduating apprentices, if available, or, if authorized, new hires.
- e. The least senior maintenance craftsman in the posted classification in central services by shift, will be assigned if vacancy is not filled in 3 a, b, c, or d above.

(4) New hires will be temporarily assigned to central services.

- (d) Temporary vacancies will be filled, if necessary, from the central division, or with available labor. When it becomes evident that the duration of a temporary vacancy will exceed six months, the job will be filled through the posting procedure. Except for employees from the central division, no employee will be involuntarily assigned work in another work station for a continuous period exceeding two (2) weeks to fill a temporary vacancy.
- (e) Where there is a permanent surplus of labor in the Maintenance division, employees will be surplussed from the affected work area(s) in the classification in reverse order of seniority. Employees surplussed or bumped will be permitted to bump the least senior employee in another work station provided they have greater seniority than

the least senior employee in that work station in that classification. When employees with seniority may be subject to layoff, such employees will be given three (3) working days advance notice as provided in Article VII, Section 8.

- (f) The Powerhouse, Department 160, is a department of the Engineering Maintenance Division, and employees shall be used according to their abilities in the powerhouse, including repair of equipment therein.

No maintenance repair work, other than maintenance in the powerhouse, will be performed by powerhouse employees.

Powerhouse employees will be paid a bonus lunch payment in accordance with Article VI, Section (a).

- (g) Where an engineering craft employee, working full time provides evidence that he has satisfactorily completed the requirements of a training course which directly contributes to improving his craft skills, he will be reimbursed for the tuition costs of the course, provided such course had prior approval by the employee's Business Center Manager, the Manager of Engineering and the Industrial Relations Manager.
- (h) Employees in the Maintenance Department are expected to furnish standard hand tools and tool boxes required to perform their daily tasks. The Company will repair or

replace broken tools and tool boxes, or *tool boxes or* tools worn out as a result of normal work performed for the Company, provided: (1) they are not broken due to carelessness, (2) the tools are registered with the Company, and (3) for worn out tools, provided the employee has been employed in the Maintenance Department for at least one year. Such repair or replacement must be approved by the Maintenance Manager.

- (i) The Company will furnish to an employee upon his request a letter certifying the employee's work record for the purpose of making application for a USWA Journeyman card. In the selection of applicants for hire, accredited USWA Journeyman cards will be considered as equivalent to documentary evidence of having completed training in an authentic properly approved apprenticeship program.
- (j) An employee returning from a leave of absence shall be reinstated to the classification and work station the employee had at time leave was granted provided there are employees with less seniority in such classification and work station, or if the job has been eliminated, the employee will be handled in accordance with paragraph (e) of this section.
- (k) A maintenance employee who is required to work on a holiday under the terms of Article VI, Section 1 (d) of the Contract, may, with-

in the following two weeks, with management's approval, be allowed to take an optional day off from work without pay. The optional day off, if taken, will be credited toward the computation of weekly overtime.

Section 2 - Sign-up System - Distribution of Work Opportunities

Overtime work distribution in the Maintenance Division will be divided equally as practical within work stations. Overtime opportunities in a work station will be distributed in the following manner:

- (1) Volunteered employees regularly working the work station and shift by seniority and opportunities
- (2) Volunteered employees regularly working in the division and shift by seniority and opportunities in his assigned work station
- (3) Volunteered employees assigned to the "C" Division and shift by seniority and opportunities in "C" Division.

Because of the nature of maintenance work, the need to assign individuals to certain jobs because of skill and experience and situations of emergency is recognized for distribution of work purposes. This includes situations whereby a maintenance employee working on a job on his regular shift may occasionally be offered daily overtime to continue the job into the next shift (maximum of four (4) hours). The appropriate

Union Steward will be notified of this situation as soon as possible. In addition, volunteered maintenance employees working on planned maintenance may be scheduled at other than standard shift starting times to facilitate planned maintenance projects.

ARTICLE X MISCELLANEOUS CLAUSES

Section 1 - Safety & 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.

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

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 (S.T.A.H.E. for Fayetteville Plant).

- (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 (S.T.A.H.E. for Fayetteville Plant) 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 made to attend the annual national safety conference. Any existing local practices or contract 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 his job wage level * if on piecework or his current hourly rate if on day work (current hourly rate up to Base Rate or S.T.A.H.E., whichever is greater for the Fayetteville Plant) for the time lost from that shift.*

- (1) 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 dis-*

pute shall be resolved through the State Workers' Compensation Commission.

- (m) The Base Rate of the following classifications will be adjusted to include the cost of approved gloves. Employees working in these classifications will be required to wear the approved gloves.

| Dept. | Code | Classification |
|-------|------|---|
| 118 | 300 | Truck Repair |
| 119 | 301 | Machinist-Mechanic |
| | 304 | Electrician-Instrument Repair |
| | 307 | Machine Craftsman |
| | 309 | General Utility |
| 160 | 330 | Powerhouse Operator |
| 200 | 723 | Trucker-Checker-Receiving |
| 320 | 389 | Attend Banburys & Misc. Service |
| | 390 | General Utility & Relief |
| | 391 | Vacation Replacement |
| | 392 | Reprocess Stock |
| | 395 | Banbury Operator |
| | 396 | Blend Pigment |
| | 459 | Laydown Stock |
| | 462 | Batch-Off Mill |
| | 506 | Rubber Cutter-Ser. Oil-Misc. Service |
| | 514 | Banbury Helper |
| | 544 | Truck Pellets |
| 330 | 370 | Calender Operator - 68" |
| | 386 | Operate Calender Mill |
| | 507 | Relief & Misc. Departmental Work |

ARTICLE X - MISCELLANEOUS CLAUSES

| | | |
|-----|-----|---|
| 340 | 380 | Calender Operator - Wire Calender |
| | 381 | Operate Wire Calender Mill |
| | 383 | Relief & Misc. Departmental Work |
| 410 | 496 | Calendar Operator - 48" |
| | 500 | Production Service |
| | 715 | Vacation Replacement |
| 430 | 385 | Tuber Operator 10" - 10", 10" - 6" |
| | 388 | Operate Mill - 10" - 10", 10" - 6" |
| | 412 | Book Treads - 10" - 10" |
| | 441 | Re-Roll - Repair Liners |
| | 442 | Vacation Replacement |
| | 443 | Relief for Component Extruders - Misc. Work |
| | 444 | Relief for Tread Extruders - Misc. Work |
| | 511 | Production Service |
| | 561 | Cushion Mill & Tread Check |
| | 572 | Operate Mill - 6" - 6" |
| | 590 | Tuber Operator - 6" - 6", 6" - 8", 8" |
| | 591 | Cushion Mill & Component Check |
| | 716 | Roll Changer - 6" - 6", 6" - 8", 8", 10" - 6" |
| 443 | 511 | Production Service |
| 514 | 500 | Production Service |
| | 720 | Clean and Lubricate Bladders and Misc. Work |

| | | |
|-----|-----|--|
| | 722 | Adjust Molds, Bladders, PCI Units |
| | 725 | Cure Tires & Service BOM Presses |
| | 726 | Change Molds, Bladders, PCI Rings, Clean Molds |
| | 727 | Vacation Replacement |
| 700 | 423 | Change-Repair Drums, Sleeves, Turn up Bladders, Misc. Work |
| 703 | 423 | Change-Repair Drums, Sleeves, Turn up Bladders, Misc. Work |

- (n) Required safety training for employees may be conducted by scheduling, in advance, the employee to work one (1) hour in continuity at either end of the employee's regular shift.

Section 2 - Training Groups

- (a) The Company may maintain a production, engineering and staff training group for the purpose of training and preparing employees for more responsible positions. Trainees may be assigned to fill in on temporary vacancies and given regular assignments in the plant. The number of trainees in the plant shall not exceed 2% of the total hourly payroll.
- (b) The Company may maintain a Temporary Summer and Part-Time Program for the

purpose of filling temporary vacancies in the plant.

- (c) No regular employee will be laid off or transferred because of trainee assignments.
- (d) No regular employee will be laid off when a temporary or part-time employee is on the payroll without having an opportunity to replace said employee. Also, no temporary or part-time employee will be hired when a regular employee is on layoff without the regular employee having an opportunity for the temporary or part-time job.
- (e) Trainees will not balance work opportunities with regular employees.
- (f) No time studies will be made on any trainee.

Section 3 - Supervisors Working

Supervisory personnel will not perform work which would ordinarily be done by employees in the Bargaining Unit except for emergencies, inventory, trouble shooting, and demonstrating methods or operations.

Section 4 - Discipline

- (a) It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

In the great majority of infractions of rules, terminations of employment for disciplinary reasons is justified only after the employee has been given the opportunity to correct his behavior and has failed to respond to disciplinary measures.

- (b) Disciplinary write-ups, except those recording suspensions or discharges, will be destroyed one year after issuance at the first of each year if the same offenses have not been committed during the preceding twelve (12) months. Letters recording suspensions, exclusive of violations of Article II, Section 3, will be disregarded in the administration of discipline after two (2) years provided the same offense(s) has not been committed during that period. *Further, after three (3) years if the employee's record has been corrected, such letter will not be used to support disciplinary action at arbitration and will be removed from the departmental file only and destroyed.* A suspension letter for absenteeism will be reviewed, upon request, after twelve (12) months and if the employee's attendance record has been corrected, such letter will be destroyed. The employee will be given a copy of any disciplinary write-up that is included in his record. The President of the Local Union will also be given a copy of disciplinary notations, probation, suspensions, or discharges. If the disciplinary

write-up is for poor workmanship, the employee shall be shown the poor work.

- (c) The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction during which time thorough consideration will be given to all facts and circumstances which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during this period to discuss such relevant facts and circumstances.
- (d) The department foreman will meet quarterly with the Local Union division chairman and/or the Local Union president to review the administration of discipline within his department for the preceding quarter.

Section 5 - Bulletin Boards

- (a) Space on or adjacent to the factory bulletin boards shall be designated to the Union for the purpose of posting notices throughout the plant.
- (b) Notices shall be restricted to the following types:
 1. Notices of the Union's recreational, educational, and social affairs.
 2. Notices of Union elections, appointments, and results of Union elections.
 3. Notices of Union meetings.

- (c) The Union shall deliver all notices to the Industrial Relations office for approval and prompt posting. It will be the responsibility of the Industrial Relations office to remove such posting on a date mutually agreed to at the time the posting are delivered.

Section 6 - Address and Telephone

It is each employee's responsibility to keep his current address and telephone number, (if any) on record with the Company. Notice of change must be made on proper form available for that purpose and may be made with the employee's supervisor or at the Industrial Relations office. Listed telephone numbers should be in the residence of the employee. When the occasion arises, an attempt will be made to call those who have listed other than a residence number, but the Company will not be responsible for failure to reach such employees.

Section 7 - Employee's Time

When an employee's time and attendance is changed which results in a change in wage payment, the employee will be notified of the change that was made.

Section 8 - Copies of Agreement

Copies of the Collective Bargaining Agreement will be printed by the Company and made available for employees. New employees will be given a copy at the time of hire. Copies of the Pension and Insurance Agreement and the SUB Agreement will be distributed to employees peri-

odically. The Company will comply, as soon as practical, with reasonable requests on the part of the Union for copies of the above agreements.

Section 9 - Seniority List

The Company will furnish to the Union on a monthly basis a plant-wide seniority list and a departmental seniority list by job classification.

ARTICLE XI EFFECTIVE DATE AND TERMINATION

- 1. This Agreement shall become effective at the time the local Agreement is 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 the expiration of the Goodyear Master Agreement (until & 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 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 negoti-*

ations to fix a date on which the negotiations respecting the local Agreement shall begin. Such local negotiations shall have a duration of at least thirty (30) days, unless otherwise mutually agreed. 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 of this Agreement, said Agreement shall terminate unless extended by mutual agreement.

2. Amendments to this Agreement may be made by mutual consent.
3. Witness Hereof, the duly chosen representatives of the parties hereto affix their hand and seal this 27th day of February, 2004.

LOCAL UNION #959,
UNITED STEELWORKERS
OF AMERICA

Darryl C. Jackson
President
Don Rainey
Vice-President
Michael Brisson
Division I Chairman
Dale Gautier
Division II Chairman
David Nelson
Division III Chairman
Gideon Massey
Division IV Chairman
Dwayne Scott
Division V Chairman

INTERNATIONAL
UNITED STEELWORKERS
OF AMERICA

Leo W. Gerard
President
James English
Secretary/Treasurer
Andrew V. Palm
VP Administration
Leon Lynch
VP Human Affairs
Connie Entrekin
District Director
Stan Johnston
Sub Director
B. Wayne Robinson
Staff Representative

THE KELLY-SPRINGFIELD
TIRE COMPANY
FAYETTEVILLE PLANT

R. Collier Cropp
Human Resources Manager

Dean Anderson
H R Services Manager

James E. Brown, II
Business Center Manager - RM & M/Facilities

RULES OF CONDUCT

Listed Below Are Typical Examples of Violations of Rules Which May Result in Disciplinary Action Including Dismissal

It is not intended that this list be regarded as being the only violations which may result in disciplinary action. It is a representative list only and is included in this booklet in order that all employees may know the plant management's policy concerning conduct in the plant.

1. Lack of consistent reasonable effort on job assigned.
2. Any degree of intoxication or possession of intoxicating liquors or illegal drugs in the plant or on the plant property.
3. Stealing company property or that of fellow employees.
4. Reporting production falsely.
5. Sabotage or carelessness resulting in damage to equipment or product.
6. Violation of safety rules.
7. Insubordination.
8. Refusal to work on job assigned.
9. Disorderly, fighting, or immoral conduct in plant.
10. Absent more than six (6) days because of jail sentence.
11. Irregular attendance or repeated tardiness.

12. *Misrepresentation of facts in employment.*
13. *Physical condition as determined by the Medical Department making it unsafe for an employee to continue in employment.*
14. *Defective workmanship.*
15. *Multiple reprimands.*
16. *Smoking in areas where smoking is forbidden.*
17. *Misrepresentation in reporting reason for absence.*
18. *Abuse of lunch and personal time.*
19. *Non-adherence to specifications.*
20. *Ringling in or out another employee's time card—both employees subject to disciplinary action.*
21. *Possession of weapons/firearms in the plant or on plant property.*

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February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

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:

| | |
|------------------------|--|
| <i>July 7, 2003</i> | <i>March, April, May 2003</i> |
| <i>October 6, 2003</i> | <i>June, July, August 2003</i> |
| <i>January 5, 2004</i> | <i>September, October, November 2003</i> |
| <i>April 5, 2004</i> | <i>December 2003, January, February 2004</i> |
| <i>July 5, 2004</i> | <i>March, April, May 2004</i> |
| <i>October 4, 2004</i> | <i>June, July, August 2004</i> |
| <i>January 3, 2005</i> | <i>September, October, November 2004</i> |
| <i>April 4, 2005</i> | <i>December 2004, January, February 2005</i> |
| <i>July 4, 2005</i> | <i>March, April, May 2005</i> |
| <i>October 3, 2005</i> | <i>June, July, August 2005</i> |
| <i>January 2, 2006</i> | <i>September, October, November 2005</i> |
| <i>April 3, 2006</i> | <i>December 2005, January, February 2006</i> |
| <i>July 3, 2006</i> | <i>March, April May 2006</i> |

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-W 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 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 an appropriate substitute CPI-W which most accurately reflects the spending habits of the affected 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 COLA 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.

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:

The Company agrees to continue in effect for all bargaining unit employees in the Kelly-Springfield plants in Fayetteville, North Carolina; Freeport, Illinois and Tyler, Texas and the local Unions in these plants agree to accept the changes in the 2003 Supplemental Unemployment Benefits Plan currently in effect in the Master Agreement.

It is further agreed that the local Unions in each of the above mentioned plants will pattern, or "Me Too", changes to any economic components of the Master Agreement, unless specifically excluded. In addition, the three (3) Kelly-Springfield plants will participate in any reopener of the Master Agreement and may participate in meetings involving the Master plants according to the language. These three (3) plants will also be included in meetings such as Interim and other informational meetings.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Andrew V. Palm

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

If, in fact, there is an agreement at the "master" level that reduces or freezes future COLA, excluding the current COLA suspension negotiated and agreed to at "master", or reduces future wages during the life of this Agreement, the Fayetteville Plant will not be bound by the majority of the majority vote but such reduction or freeze must be approved by the Local #959 membership.

R.C. Cropp, Manager
Human Resources

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion about the grievance procedure and the timeliness of arbitration hearings. In an effort to help alleviate these concerns, the HR Manager commits to review cases certified to arbitration on a monthly basis at the request

of the Union President. Any such cases that remain unresolved following this review will be scheduled for arbitration within the next six (6) months unless agreed otherwise by the parties.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

*Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301*

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion concerning the functioning of the Medical Department in the plant. As a result, it was agreed that a committee consisting of two (2) members selected by the Union and two (2) members selected by the Company will meet as necessary but not less than monthly to discuss issues affecting employee medical services. As part of these discussions, the Company committed through the committee identified above to review and implement appropriate revisions for items such as, but not limited to, the method of returning employees to work from medical leave, the procedure for the medical treatment of employees when plant nurses are not available, and the hours of the day, including shifts other than 1st shift, that the plant doctor/PA is available for consultation with

employees. This commitment is made in the spirit of exploring ways to provide plant medical services which are more accommodating for employees while maintaining a cost neutral dispensary operation.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

*Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301*

Mr. Jackson,

If the plant returns to a seven (7) day continuous operation work schedule in the future in accordance with Article V, Section 1 (a) of the Labor Agreement, the schedule will be selected by the Local Union within 30 days of such notice per the letter referencing continuous operation schedules.

It is further agreed that the Company will make one (1) posting only of available vacancies for the implementation of a continuous operation schedule.

With regard to Article VII, Section 6 (g), it is agreed that the application of this provision will be waived during the implementation of a continuous operation at the Fayetteville plant.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion concerning work attendance issues affecting the plant. As a result, the Positive Counseling Program will be revised to provide for added review of an employee's attendance record prior to formal discipline and the replacement of the 14-day waived suspension with a 14-day active suspension prior to termination.

At the effective date of this Agreement, employees currently at the BCM letter or 14-day waived suspension step of the Positive Counseling Program will be considered in the BCM review step of the revised Positive Counseling Program with the date of the review being the date of the most-recent BCM letter or 14-day waived suspension. Employees currently on any kind of LCL from the Review Board will remain at that step and it is not affected by this change. Employees currently in the area manager letter step will be in the area manager review step of the revised Positive Counseling Program with the date of the review being the date of the most recent area manager letter.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion concerning the implementation of an optional Dental Plan for hourly bargaining unit employees in the Fayetteville Plant that is not paid from COLA but is fully paid for by the participating employees. As a result, it is agreed that if the Union desires such a plan, the employer will support its implementation subject to the establishment of and approval of such plan by corporate management.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

When there is a vacancy in a maintenance PM assignment within a classification, shift and work station, management will use seniority as the determining factor for the employee to be selected for the job assignment if all other fac-

tors such as, but not limited to, experience, skill level, and overall ability to perform the job are equal.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

*Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301*

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion about offering maintenance overtime in a workstation to other shifts in that workstation before the work is offered outside that workstation. As a result, the parties will meet and mutually agree to a procedure which accomplishes both parties goals as stated above.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion concerning plant staffing levels and its effect on employee vacations. As a result, the Company committed that the calculated vacation liability for the plant would be honored and would not be affected by staffing levels. It was also understood that vacation liability will be comprised of the number of days and weeks employees elected to schedule during the vacation pre-cavass minus the amount deferred to the following year plus the amount of deferred from the prior year minus the amount of vacation taken as pay in lieu during the previous 12-month period, excluding the pay in lieu elected at time of cavass for the previous year.

R.C. Cropp, Manager
Human Resources

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion concerning the mandatory use of eye protection/safety glasses in the factory. As a result, the Company agreed that a hazard assessment using the Goodyear Risk Assessment System would be performed by the Safety Department on each job classification/work area in the factory to determine whether or not eye protection/safety glasses is required or mandatory in conformance with current corporate policy. It is understood that the use of eye protection/safety glasses will continue to be mandatory throughout the factory until the risk assessment and final determination has been made of any job/area of the factory. Employees on jobs that do not require the mandatory use of eye protection/safety glasses following the hazard assessment are encouraged to continue to wear eye protection on the job for their personal safety and well-being. It is also understood that the Fayetteville Plant will continue to follow corporate policy on this matter and will adopt any changes in such policy that may be made in the future.

R.C. Cropp, Manager
Human Resources

Agreed: (sgd) D. Jackson

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, NC 28301

Mr. Jackson,

During the 2004 negotiations, there was considerable discussion about the progressive hire rate for maintenance hires. As a result, the Company agreed that the application of this rate would be reviewed with the Union, in the future, should the Fayetteville Plant be unable to attract sufficient qualified maintenance associates to meet hiring needs.

*R.C. Cropp, Manager
Human Resources*

Agreed: (sgd) D. Jackson

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 agreed to update the letter dated February 14, 1995 concerning the URW Safety and Health Symposium.

The Company and Union have agreed that it is desirable for both parties to take a more active role in the annual R/PIC Safety and Health Symposium. As such, under the provisions of Article XI, Safety and Health Symposium in lieu of the annual state safety conference or the annual national safety conference. If the Employer and the Local Union mutually agree, to attend the R/PIC Safety and Health Symposium and the annual state or national safety conference, it is understood that the Company is only responsible for the payment of lost time and travel expenses for one conference per year, subject to the language of Article XI, Paragraph (e).

It is understood that the Union will not charge the Employer or Local Union participants any fees to attend the R/PIC Safety and Health Symposium that are paid on behalf of the other participants attending the conference from a separately established or negotiated safety and health fund.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Richard H. Davis

October 25, 2000

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

Dear Mr. Davis,

The preferential hire language changes in Article X, Section 1 (a) 7, 8, and 9 of the Agreement will be applied on a prospective basis from the ratification date of the current Agreement.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Richard H. Davis

ARTICLE X SENIORITY

Section 1 (a) Laid-Off Employees

7. a) 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 purposes at the plant from which he was laid off with recall rights.
- b) 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.

- c) 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.
- d) 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 *100 hours of* time off without pay during the current calendar year. Application

of this paragraph does not affect the application of Article X, Section 1(b)2.

- e) Should a laid-off employee who has applied for preferential hire refuse a job for which he is qualified, preferential hiring rights will be terminated. Such refusal will not prejudice the employee's right to benefits under the Supplemental Unemployment Benefits Plan and the Pension, Insurance & Service Award Agreement, provided the employee is eligible for such benefits.
- f) 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.

In the application of Article X, Section 1(a)2 of the Collective Bargaining Agreement, an employee who accepts recall to his former plant will have neither his former plant seniority date nor his pension service date adversely affected in relation to other employees at that plant as the result of the appli-

cation of the first paragraph of this Article X, Section 1(a)7.f).

An employee who preferentially hires will receive a Relocation Allowance in accordance with Paragraph 9. of this Section 1(a) 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 once per shutdown occurrence in accordance with Paragraph 9. of this Section 1(a).

An employee exercising preferential hiring rights who is eligible for recall, may answer or refuse recall to his former plant. If recall is refused, the employee will be bypassed until he notifies the former plant to the contrary. Once the former plant has been notified and recall again is offered, the employee must terminate employment at the new plant and report for work at the former plant or lose recall and seniority rights at that plant. When the recall list at the employee's former plant is exhausted and recall occurs, the employee must answer the recall or lose any seniority rights held at the former plant.

- g) An employee who answers recall to work at a former plant may be retained on his current job for a maximum of 45 calendar days. A good faith effort will be made to release the employee as soon as possible. After accepting recall, if retained by the present plant, an employee will not lose bargaining unit rights at his former plant while awaiting release from his job.

Vacancies created by preferentially hired employees accepting recall to their former plant will not be subject to the job posting procedure.

- h) An employee with recall rights who resigns from the plant in which the employee was preferentially hired, must provide at least two (2) weeks written notice. Failure of such employee to provide notice shall result in loss of recall rights at all other plants and the employee will be terminated.
- i) Notwithstanding the provisions of Article X, Section 1, Paragraph (a), 2, an employee who had 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.

8. 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 lay-off 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.

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 the 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).

9. 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 a Relocation Allowance after the com-

pletion 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.

September 12, 1993

Mr. Kenneth L. C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28311

Mr. Nettles,

The Business Center Manager and the Union Division Chairman may mutually agree to a specified system for offering overtime for out-of-classification work, out-of-work station work, and unclassified work.

R.M. Hallbauer, Manager
Industrial Relations

Agreed: K.L.C.N.

September 12, 1993

Mr. Kenneth L. C. Nettles, President
Local 959, USWA
Route 6, Box 695
Fayetteville, N.C. 28311

Mr. Nettles,

During the 1993 negotiations, there was considerable discussion concerning the Company's use of bargaining unit employees in non-bargaining unit positions, including the replacement of area managers for short periods of time.

It was agreed that when an employee is used in a non-bargaining unit position he will not be eligible for overtime during a period of sixteen (16) hours following the conclusion of such assignment.

R.M.Hallbauer, Manager
Industrial Relations

Agreed: K.L.C.N.

September 8, 1996

Mr. Gideon A. Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

An employee may, with the approval of department management, be permitted, during the life of this agreement, to work in another employee's place on Saturday in addition to working his regular Saturday shift. Both employees must be experienced on the job in question and assigned to the same work station for Maintenance employees. It is understood that department management may not approve requests from employees who have failed to fulfill a previous commitment of this nature.

J.E. Atkinson, Manager
Human Resources

Agreed: (sgd) G. Massey

(Original letter dated September 12, 1993 from
R. M. Hallbauer to Kenneth Nettles)

September 12, 1993

Mr. Kenneth L. C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28311

Mr. Nettles,

If the Union wishes to participate in a Dental Program during the life of this agreement to be paid out of Cost-of-Living Adjustments, the Company agrees to meet and negotiate participation in such a program.

R.M. Hallbauer, Manager
Industrial Relations

Agreed: K.L.C.N.

September 12, 1993

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28311

Mr. Nettles,

When the plant or any part thereof, including specific classifications, is working a traditional five (5) or six (6) day work schedule, the following provisions and agreements will be applicable:

1. Article V, Section 2 (g)

Payment under this section will be made at time and one-half after forty (40) hours in

any one pay period, at double time on Sundays, and triple time on holidays.

2. Article VI Section 2

All work performed on Sundays shall be compensated at the rate of double time. All work performed on holidays shall be compensated at the rate of triple time. In no event shall time and one-half be paid in addition to double time or triple time.

3. Holidays

When any of the above designated holidays fall on Sunday, Monday shall be considered as the holiday and wage payment shall be handled accordingly.

4. Holidays

When a holiday falls on a Friday, the following Saturday shall not be considered a regularly scheduled work day. When a holiday falls on a Monday, the preceding Saturday shall not be considered a regularly scheduled work day. This provision does not apply to employees who accept work assignments on a Saturday following a Friday holiday or on a Saturday preceding a Monday holiday. This provision does not apply to operations which are normally scheduled on a seven (7) day basis.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 9, 1990

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28311

Mr. Nettles,

With regard to Article VIII, Section 2(c), it is agreed that if an employee is scheduled for a day(s) of vacation preceding and in continuity with his week of vacation and such day(s) is the prescribed day for distribution of vacation checks, the employee will receive his vacation check, if available on his last scheduled work shift.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 13, 1987

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

In the application of Article IX, Section 1 (d), it is agreed that if the temporary vacancy is the result of special project work, the vacancy will be filled through the posting procedure if it becomes evident that the duration of the project will exceed three (3) months unless extended by mutual agreement.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 13, 1987

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

With regard to the application of Article V, Section 4 (c), in the Maintenance Division only, where an employee from the "C" Division replaces an employee in "A" or "B" Division to fill a daily vacancy, the employee from "C" Division will assume the other employee's daily overtime opportunities.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 13, 1987

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

It is agreed that if a relief classification is established by the Company in Department 410, the employees providing such relief in Department 410 at that time will be given the opportunity to transfer to the newly established relief job on their assigned shifts.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 13, 1987

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

When a bargaining unit employee is assigned to a non-bargaining unit job, it is understood that such employee will not perform bargaining unit work during the duration of such assignment.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 13, 1987

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

It is understood that Vacation Replacement classifications throughout the plant are responsible for, among other things, the replacement of employees on vacation, the replacement of absent employees, and balancing production as required.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 8, 1996

Mr. Gideon A. Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28301

Mr. Massey,

A "Carve-Out" of the hours in Article VI, Section 21 will be made to the extent of 500 hours per month to be paid to employees for lost time as authorized by the Local Union President for the following purposes:

1. Delegates to International Convention
2. Delegatee to District Convention
3. Auditing of Books
4. Preparing of Dues Check-Off
5. Delegates to Annual URW (K-S Plants) Meeting
6. Executive Board Meetings
7. Time Study Engineer
8. Benefit Representative
9. Division Chairmen
10. Safety Chairman

J. E. Atkinson, Manager
Human Resources

Agreed: G. A. Massey

(Original letter dated September 13, 1987 from
R. M. Hallbauer to Kenneth Nettles)

September 16, 1984

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

It is agreed that the Company will establish an incentive program on Job Code 742, Operate R-2 Band/Tire Assembly Unit, in Department 703.

A tire building productivity bonus program will be established to be applied to R-3/R-3H tire builders,,Job Code 740, in Department 703 when building radial passenger tires or radial light truck tires on the R-3/R-3H tire machines.

The Tire Building Premium Bonus Plan will be modified as follows:

\$.50 per hour for 100% Base Rate earnings or more.

\$.75 per hour for 105% Base Rate earnings or more.

\$1.00 per hour for 110% Base Rate earnings or more.

These specified bonuses are non-cumulative.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 16, 1984

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

It is agreed to continue in effect all 1981 Contract language and Memorandums of Agreement pertaining to a standard five (5) or six (6) day work week during the period until a continuous operation is made effective. This also applies in the event the plants reverts back to a standard five (5) or six (6) day schedule.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

September 16, 1984

Mr. Kenneth L.C. Nettles, President
Local 959, URCLPWA
Route 6, Box 695
Fayetteville, N.C. 28301

Mr. Nettles,

It is agreed that benefit checks will be mailed to the homes of eligible employees at their current listed address.

R. M. Hallbauer, Manager
Industrial Relations

Agreed: K. L. C. N.

February 27, 2004

Darryl C. Jackson, President
USWA Local 959
280 McCloskey Road
Fayetteville, N.C. 28301

Mr. Jackson,

The following Memorandums of Agreement from previous negotiations remain applicable and are part of this agreement.

1. The Company agrees to implement a policy in the tire building departments which would enable a tire builder to work on the machine to which he is normally assigned, if that machine is to be operated. The Company maintains the prerogative of assigning a tire builder to another machine or to other work as deemed necessary; however, if it becomes necessary to have tires built on the machine to which he is normally assigned, he will be returned to that machine to build the tires.
2. During the course of the 1978 negotiations, the parties agreed that steps would be taken to minimize problems in administration of benefits provided under the Pension, Insurance, and Service Award Agreement and the Supplemental Unemployment Benefits Plan. Further, the parties also agreed to cooperate to minimize unnecessary costs due to over utilization of medical care benefits in our community.

To help accomplish these objectives, the Company will provide compensation for a Benefit Representative to be selected by the Local Union after consultation with the Company. The Benefit Representative will assist active bargaining unit employees, retired former employees, and spouses of employees and retirees when requested by such employees, spouses, or the Company in processing claims for benefits.

The employee designated as Benefit Representative will be paid straight time average hourly earnings, if on piecework, or current hourly rate, if on daywork, for forty (40) hours per week. The employee will be considered to be on leave of absence for the period of time he or she serves as

Benefit Representative. Hours not utilized may not be accumulated.

3. An experienced pieceworker in the tire building classifications, working with reasonable effort, will have a guarantee of 100% (*per tool-kit Agreement*) of his Base Rate for the week for those hours worked on piecework, provided his piecework average hourly earnings for the second preceding week were equal to, or greater than, his Base Rate, and provided current new or revised piecework rates are not involved.

When the tire builder has worked less than twenty-four (24) hours of piecework during

the second preceding week, the first week prior to that week with twenty-four (24) or more hours of piecework will be used in the above application.

*R. C. Cropp, Manager
Industrial Relations*

Agreed: (sgd) *D. Jackson*

*(Original letter dated September 16, 1984 from
R.M. Hallbauer to Kenneth Nettles)*

September 8, 1996

Mr. Gideon A. Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

A selection of a continuous operation work schedule will be made by the Local Union from the attached schedules.

*J. E. Atkinson, Manager
Human Resources*

Agreed: G. A. Massey

Schedule # 1

12 HOUR WORK SCHEDULE

147

| | WEEK 1 | WEEK 2 | WEEK 3 | WEEK 4 |
|--------------|----------------|----------------|----------------|----------------|
| <u>HOURS</u> | <u>SSMTWTF</u> | <u>SSMTWTF</u> | <u>SSMTWTF</u> | <u>SSMTWTF</u> |
| 7A- 7P | AABBAAB | BBAABBA | AABBAAB | BBAABBA |
| 7P- 7A | CCDDCCD | DDCCDDC | CCDDCCD | DDCCDDC |
| OFF | BBAABBA | AABBAAB | BBAABBA | AABBAAB |
| OFF | DDCCDDC | CCDDCCD | DDCCDDC | CCDDCCD |

Schedule # 2

21- SHIFT SCHEDULE - 3 FIXED & 1 ROTATING SHIFT
7 - 1, 7 - 2, 7 - 4 - SCHEDULE REPEATS EVERY (4) WEEKS

| | <u>MTWTFSS</u> | <u>MTWTFSS</u> | <u>MTWTFSS</u> | <u>MTWTFSS</u> |
|-----------------|----------------|----------------|----------------|----------------|
| CREW # 1 | - - 1 1 1 1 1 | 1 1 - 1 1 1 1 | 1 1 1 - - 1 1 | 1 1 1 1 1 - - |
| CREW # 2 | 2 2 - 2 2 2 2 | 2 2 2 - - 2 2 | 2 2 2 2 2 - - | - - 2 2 2 2 2 |
| CREW # 3 | 3 3 3 3 3 - - | - - 3 3 3 3 3 | 3 3 - 3 3 3 3 | 3 3 3 - - 3 3 |
| CREW # 4 | 1 1 2 - - 3 3 | 3 3 1 2 2 - - | - - 3 1 1 2 2 | 2 2 - 3 3 1 1 |

Schedule # 3

21- SHIFT SCHEDULE - 3 FIXED & 1 ROTATING SHIFT

7 - 2, 7 - 2, 7 - 3 - SCHEDULE REPEATS EVERY (4) WEEKS

| | <u>MTWTFSS</u> | <u>MTWTFSS</u> | <u>MTWTFSS</u> | <u>MTWTFSS</u> |
|-----------------|----------------|----------------|----------------|----------------|
| CREW # 1 | - 1 1 1 1 1 1 | 1 - - 1 1 1 1 | 1 1 1 - - 1 1 | 1 1 1 1 1 - - |
| CREW # 2 | 2 - - 2 2 2 2 | 2 2 2 - - 2 2 | 2 2 2 2 2 - - | - 2 2 2 2 2 2 |
| CREW # 3 | 3 3 3 3 3 - - | - 3 3 3 3 3 3 | 3 - - 3 3 3 3 | 3 3 3 - - 3 3 |
| CREW # 4 | 1 2 2 - - 3 3 | 3 1 1 2 2 - - | - 3 3 1 1 2 2 | 2 - - 3 3 1 1 |

Schedule # 4

21- SHIFT SCHEDULE - 2 FIXED & 2 ROTATING SHIFTS
7 - 1, 7 - 2, 7 - 4 - SCHEDULE REPEATS EVERY (4) WEEKS

MTWTFSS MTWTFSS MTWTFSS MTWTFSS

CREW # 1 - - 1 1 1 1 1 1 1 - 1 1 1 1 1 1 1 - - 1 1 1 1 1 1 1 - -

CREW # 2 1 1 2 2 2 - - - - 1 2 2 2 2 2 2 - 1 1 2 2 2 2 2 - - 1 1

CREW # 3 2 2 - 3 3 2 2 2 2 2 - - 3 3 3 3 2 2 2 - - - - 3 2 2 2 2

CREW # 4 3 3 3 - - 3 3 3 3 3 3 3 - - - - 3 3 3 3 3 3 3 - 3 3 3 3

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

It is agreed that the new production and maintenance employees shall receive the following percentages of applicable wage payments, including Base Rate and Cola, for the classification in which the employee is working:

A: Production Employees

| | | |
|-----------------------------------|---|------|
| 1) Hire date | - | 62% |
| 2) After six (6) months | - | 66% |
| 3) After nine (9) months | - | 70% |
| 4) After twelve (12) months | - | 75% |
| 5) After fourteen (14) months | - | 79% |
| 6) After sixteen (16) months | - | 83% |
| 7) After eighteen (18) months | - | 87% |
| 8) After twenty (20) months | - | 91% |
| 9) After twenty-two (22) months | - | 95% |
| 10) After twenty-four (24) months | - | 100% |

B. Maintenance Employees

| | | |
|------------------------------|---|------|
| 1) Hire date | - | 62% |
| 2) After two (2) months | - | 66% |
| 3) After four (4) months | - | 70% |
| 4) After six (6) months | - | 75% |
| 5) After seven (7) months | - | 79% |
| 6) After eight (8) months | - | 83% |
| 7) After nine (9) months | - | 87% |
| 8) After ten (10) months | - | 91% |
| 9) After eleven (11) months | - | 95% |
| 10) After twelve (12) months | - | 100% |

It is understood that the progressive hire rate does not affect any wage payments for employees not subject to this rate.

J. E. Atkinson, Manager
Human Resources

Agreed: G. Massey

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

With the implementation of a 12-hour continuous operation work schedule in the Fayetteville Plant, the parties agree that Article VI, Section 1 - Holidays will be amended to include a "floating holiday". There will be ten (10) holidays designated by the parties and the eleventh (11th) holiday will be designated the "floating holiday". The "floating holiday" will be celebrated, as determined by the employee, providing the employee obtains coverage for this holiday as outlined in the Saturday Shift Trade Letter utilizing the Holiday Coverage Form. If the employee elects to take his birthday as the "floating holiday", he must notify his department management of his choice no later than the Monday prior to the week in which his birthday occurs.

J.E. Atkinson, Manager
Human Resources

Agreed: G. Massey

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

It is agreed that if the Parent Company negotiates the inclusion of an elected, selected, or appointed officer of the A. Philip Randolph Institute in Article VII, Section 3(d) during the life of this agreement, the Fayetteville Plant will so amend the application of this language.

J.E. Atkinson, Manager
Human Resources

Agreed: G. Massey

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

The Company will pay Maintenance Department employees \$4.40 per day to clean up and put their tools away and clean up their work area. It is understood that Maintenance employees will remain in their work areas to communicate work/equipment conditions to Maintenance employees on the incoming shifts.

J.E. Atkinson, Manager
Human Resources

Agreed: G. Massey

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

Powerhouse operators will remain on the continuous schedule on which they are currently working. The Company, if requested by the Local Union, will be agreeable to changing to another continuous schedule provided it is a 21-shift schedule or equivalent and represents no additional costs. A 12-hour shift continuous schedule will be acceptable if the remainder of the plant is on such a schedule at the time of the request.

J.E. Atkinson, Manager
Human Resources

Agreed: G. Massey

September 8, 1996

Mr. Gideon Massey, President
Local 959, USWA
Route 17, Box 695
Fayetteville, N.C. 28311

Mr. Massey,

In response to your question regarding payroll deductions for uniforms, we would implement a payroll deduction process for uniforms for members of the bargaining unit on the condition that both the local union and the uniform vendor agree in writing to indemnify and hold the Company harmless from and against any and all claims of any kind relating to the uniforms, including but not limited to claims for payment and/or claims for lost or damaged uniforms.

Subject to the execution of a written agreement which we would prepare, we can agree in principle to this process.

The Union agrees to provide to the Company a duly executed authorization form signed by the individual authorizing the payroll deduction for uniforms

J.E. Atkinson, Manager
Human Resources

Agreed: G. Massey

VACATION COVERAGE REQUEST FORM

DATE TO BE OFF _____ SHIFT _____

ASSOCIATE TO BE OFF _____ DEPT _____ CC# _____

ASSOCIATE (S) PROVIDING COVERAGE:

1ST 4 HOURS _____ DEPT _____ CC# _____ SHIFT _____

2ND 4 HOURS _____ DEPT _____ CC# _____ SHIFT _____

- The associate(s) who agrees to provide the coverage must be experienced on the job in question and assigned to the same work station for maintenance employees.
- This request must be approved by the Business Center Manager
- Requests may be denied involving employees who have failed to fulfill a previous commitment
- THE CREATION OF OVERTIME OR PREMIUM PAY WILL NOT BE A REASON FOR DENIAL OF THIS REQUEST
- Other items which may be unique to a specific business center may be added but will not affect the above the above stipulations

AREA MANAGER _____ DATE/TIME APPROVED _____ / _____

HOLIDAY COVERAGE FORM FLOATING HOLIDAY REQUEST

DATE TO BE OFF _____ CREW _____

EMPLOYEE TO BE OFF _____ DEPT _____ CC# _____

ASSOCIATE (S) PROVIDING COVERAGE:

1ST 4 HOURS _____ DEPT _____ CC# _____ SHIFT _____

2ND 4 HOURS _____ DEPT _____ CC# _____ SHIFT _____

- The associate(s) who agrees to provide the coverage must be experienced on the job in question and assigned to the same work station for maintenance employees.
- This request must be approved by the Business Center Manager
- Requests may be denied involving employees who have failed to fulfill a previous commitment
- THE CREATION OF OVERTIME OR PREMIUM PAY WILL NOT BE A REASON FOR DENIAL OF THIS REQUEST
- Other items which may be unique to a specific business center may be added but will not affect the above the above stipulations

AREA MANAGER _____ DATE/TIME APPROVED ____/____

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: (sgd) Andrew V. Palm

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

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: (sgd) Andrew V. Palm

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

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 negotiation, 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, wished 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: Richard H. Davis

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

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, judgments, 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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

LETTER #28

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 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 bargain-

ing 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 consid-

ered 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: (sgd) Andrew V. Palm

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 tradi-*

tionally 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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

LETTER 31

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 course of the 2000 Master negotiations, the parties agreed that for continuous operation work schedules holiday and vacation hours occurring on an employee's scheduled day and paid for shall be included in computing overtime pay and will be considered as the first hours worked in the week and the day, as it originally occurs, will be counted in determining pay for the seventh (7th) consecutive day worked in the week in which the holiday(s) or vacation day(s) falls.

Sincerely yours,

JL Allen

Director

Global Labor Relations

Agreed: Richard H. Davis

LETTER 32

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 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,

JL Allen
Director
Global Labor Relations

Agreed: Richard H. Davis

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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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.

APPROVED TOOL KIT ITEMS

- 1 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.*
- 2 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 implementation shall be consistent with revised master Agreement Letter 30.*
- 3 Restriction adjustments for available labor/temporary transfers*
- 4 Waste reduction, task redesign, work reorientation, computer technology, and other employee involved cost reduction efforts*
- 5 Changes in light/modified duty work assignments*
- 6 Reduction of assigned manning through acceptable work design*

- 7 *Revise job vacancy (job posting), job surplus and/or transfer language to generate productivity savings*

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 infor-

mation 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: (sgd) Andrew V. Palm

LETTER 35 – ATTACHMENT A

The following principles must be adhered to in the establishment of any new incentive or gain-sharing 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

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

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

LETTER 36

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 for the Tyler, Texas facility 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 the Tyler facility:

1. *The Company agrees that the Tyler facility will not be closed during the term of the collective bargaining agreement.*
2. *Minimum Staffing Level*

The Company agrees that during the 2003 Collective bargaining Agreement it shall maintain a minimum of 60% of the total hourly staffing level as of August 1, 2003 and shall not, with the exception of scheduled overtime, materially reduce the work schedule as being applied on August 1, 2003, after adjusting for the productivity gains; however upon completion of a Local Improvement Plan as outlined in the Productivity Agreement, the Minimum Staffing Level will be raised to 70%.

3. *Conditions*

In making the Commitment, it is understood that conditions may arise that can nullify or modify this Commitment to the Tyler 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 Tyler facility 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. Said consideration shall be given to the extent that the Tyler facility has, or it could be demon-

strated that it could develop, a cost structure that allows the tires to be competitively produced and the necessary capacity and capability is available or could be made available through capital expenditures which could be able to earn a fair rate of return.

5. *Imports*

The Company shall be permitted to import tires that Tyler is currently producing or is capable of producing provided the Company is working on the development and execution of the BEP.

6. *Transfer Restriction*

The Company agrees that it will not transfer product currently produced in Tyler to other facilities in North America.

7. *Capital Spending*

The Company agrees to provide Tyler with a meaningful level of capital expenditures provided that some portion of such investment is provided by sources other than Goodyear e.g. state, local or federal funds. The Company further agrees that Tyler shall be given meaningful first consideration and priority for capital expenditures which increase capacity or modernize the facility for production of products for sale principally in North America.

8. *Development of the BEP*

A. *Break - Even Plan*

A Break-Even Plan (BEP) shall be defined as an operating and financial plan under which the Tyler facility generates, on an annual basis, operating income, excluding half of the fixed and allocated expenses that would remain as expenses of the Company in the event of a closure of the facility.

Assumptions:

The assumptions underlying the BEP shall be as outlined below and where not specified shall be reasonable.

- *Market competitive prices for products produced at the facility.*
- *The facility operates at 85% of full capacity – at least eight and one half (8.5) million tires per year.*
- *The Company materially increases the production of larger tires at Tyler.*
- *The Company agrees to provide Tyler with a meaningful level of capital expenditures provided that some portion of such investment is provided by sources other than Goodyear e.g. state, local or federal funds. The Company further agrees that Tyler shall be given meaningful first consideration and priority for capital*

expenditures which increase capacity or modernize the facility for production of products for sale principally in North America.

Cost Reduction:

The BEP shall include the following cost reductions:

- Reductions in hourly staffing at least as large as those outlined in Attachment A of the Productivity Agreement, to be achieved in accordance with the procedure outlined in said Agreement, except as modified below.*
- Reductions in non-represented staffing that move the Facility to a staffing ratio (as that concept is described in #3B of Letter 48) of at least 8 to 1 as of 7-1-04 and 10 to 1 by the end of the Agreement.*
- A significant reduction in the number of hourly job classifications.*
- Other cost reductions necessary to achieve a BEP.*

B. Process

By no later than thirty (30) days following ratification of the Master Agreement the Parties shall have established a Joint Committee consisting of members of the Local Union

Bargaining Committee and members of the local plant management and the Committee shall have agreed upon a process to complete the development of a BEP by June 30, 2004.

The Union members of the Committee shall be compensated by the Company for all joint meetings.

The Company shall provide the Union and the Committee with all internal support and resources and shall fund the cost of outside consultants, reasonably necessary to support this process.

The process shall include:

A comprehensive assessment of the current and potential products and markets which could be served by the Tyler facility.

- A thorough analysis of all opportunities to improve the profitability of the facility.*
- A study of capital projects necessary to accommodate the transferred tires described in above and other opportunities to use capital spending to enhance the profitability of the Facility.*

The timelines outlined in the Productivity Agreement shall be adjusted so that the changes made as

part of the Productivity Agreement shall be consistent with and part of the BEP.

C. Achievement of Letter 53 Protections

In the event that the parties have agreed upon or the Union shall have tabled a BEP; the BEP has been initiated and is progressing; and the Union has demonstrated sincere commitment to the success of the BEP in accordance with the procedures and as defined above, then this letter shall be modified to provide Tyler with the protections of Letter 53 modified to the changes envisioned in the BEP.

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. 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.*

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.

11. Dispute Resolution

Any dispute regarding the application or interpretation of this agreement, including matters concerning the process deadlines, etc., shall be promptly placed before an Arbitrator to be selected by the parties who shall have full authority to resolve the matter as s/he deems fit. The selected Arbitrator shall resolve all such disputes unless s/he becomes unable to continue in this role in which case another Arbitrator shall be selected by the parties to shall assume the role.

It is agreed that the question of whether a plan tabled by the Union meets the parameters of a BEP shall be an appropriate matter for the Arbitrator.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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 discussed the issue of payment for non-incentive work. To that end, the parties agreed that "Average Hourly Earnings" (A.H.E.) payments should only be paid for non-incentive work at the Goodyear Master and Kelly-Springfield plants that have participated in these Master negotiations, in the following situations:

- 1. Temporary transfer – when earning, or but for the interruption, would be earning piecework wages*
- 2. Company called meetings – when earning, or but for the interruption, would be earning piecework wages*
- 3. Experimental work – when earning, or but for the interruption, would be earning piecework wages*
- 4. Labor Trainer/instructor during instruction time that interrupts the ability to earn piecework wages, (excludes full time labor trainers)*

5. *Local union representative payment as specified in Article VIII, Section 11 (a) and (b) of the Agreement*

This letter applies to all current and future operations that have A.H.E. wage payments as defined in Article VIII, Section 10 (a) of the Collective Bargaining Agreement.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Andrew V. Palm

LETTER 40

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 common expiration dates for the Kelly-Springfield tire plants located in Fayetteville, NC, Freeport, IL, and Tyler, TX was discussed. As a result, the parties agreed to a common contract expiration date in 2006 for these Kelly-Springfield plants which will be identical to the expiration date of the Master Agreement Plants.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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 employees who were once outside the bargaining unit returning to the bargaining unit was discussed. As a result of these discussions, it is agreed that effective August 10, 2003, and for the duration of the 2003 Agreement, Article X, Section 1 (d) 3 of the Agreement is inoperable and no employees who are currently outside the bargaining unit will be allowed to return to the bargaining unit, with the following exception:

Restrictions imposed by this provision will not apply to bargaining unit employees temporarily transferred to positions outside the bargaining unit for a period of 90 days or less as absentee or vacation replacements. The local Union will be advised of such transfers.

Employees who are temporarily transferred to positions outside the bargaining unit for 60 to 90 consecutive days must return to the bargaining unit for a minimum of 45 consecutive days or any additional period of time outside the bar-

gaining unit will be considered as cumulative toward the 90 day restriction.

The restrictions outlined in this letter will also apply to the Kelly Springfield plant in Fayetteville, NC.

Sincerely yours,

J.L. Allen

Director

Global Labor Relations

Agreed: (sgd) Andrew V. Palm

*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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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 pat-*

terns 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: (sgd) Andrew V. Palm

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: (sgd) Andrew V Palm

August 20, 2003

Memorandum of Understanding Employment Security

During the course of the 2003 Companywide negotiations, the subject of employment security was discussed at length. As part of these discussions, the parties acknowledged that the interests of employees and the employer are best served if layoffs are avoided. However, it was recognized that under certain situations or conditions, longer term layoffs cannot be avoided and will occur. Despite this recognition, the parties committed to minimizing the impact of layoffs to the extent feasible, particularly with regard to the avoidance of short term layoffs of less than eight (8) weeks. It was agreed that at each location, local plant management and the local union may develop plans to create practical alternatives to such short term layoffs.

The parties agreed that employees will be entitled to utilize existing optional layoff provisions for all layoff situations, including short term layoffs, and the Company can utilize flexible scheduling provisions such as Article X, Section 1, Paragraph (a), Sub-paragraph 6. The need for the Company to reduce schedules for inventory adjustment purposes was recognized and is not affected by this memorandum. Emergency situations caused by unplanned or unexpected

events may create exceptions to the obligation of the parties to try to avoid short term layoffs.

As stated in the Memorandum for Cooperative Efforts, through the committee structures of the organization, committee members may learn of plans for short term reductions as manufacturing business plans are reviewed. It is at the local plant level that provisions for alternatives to layoffs will be discussed. The success or failure for avoiding short term layoffs rests with the local committees and with their ability to agree to creative and innovative approaches to alternatives. The committees may agree to such things as labor pools, special training or education sessions, inordinate temporary transfers, the performance of meaningful normally unassigned work, adjusting vacation schedules when feasible, shared jobs, etc. These listed examples in no way are intended to restrict the suggestions or ideas of the local committees.

R H Davis

International VP

Administration

USWA

J M Warren

Director

Global Labor Relations

Goodyear

(Memorandum originally dated May 9, 1997)

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:

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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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. *The 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: (sgd) Andrew V. Palm

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 resolv-

ing 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.*
- b. 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.*
- c. 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.

- d. *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.*
- e. *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 lock-out 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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

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: (sgd) Andrew V. Palm

LETTER 53 - ATTACHMENT A
(Plant capacity determination based on plant
work schedule as of August 1, 2003)

| PLANT | ACTIVE HOURLY STAFFING (8-1-03) | WORK SCHEDULE | PLANT PRODUCT |
|--------------|--|--|---------------------------------------|
| Danville | 2033 | 6 Day Traditional 7 Day Continuous Operation | Aero & Bias Truck MRT |
| Gadsden | 1158 | 7 Day Flexible Continuous Operation | Entire Plant |
| Topeka | 1432 | 6 Day Traditional 6 2/3 Day Continuous Operation | OTR & Bias Truck MRT/LT/ Hummer |
| 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 Continuous Operation | Entire Plant |
| Huntsville | 1020 | 6 Day Traditional | Entire Plant |
| Buffalo | 1052 | 7 Day Continuous Operation | Entire Plant |
| St. Marys | 486 | 7 Day Continuous Operation | Rubber Track |
| | | 6 Day Traditional | Rest of Plant |
| Marysville | 182 | 6 Day Traditional | Entire Plant |
| Sun Prairie | 263 | 6 Day Traditional 7 Day Continuous Operation | Brake Hose A/C Hose |
| Lincoln | 768* | 6 Day Traditional | Entire Plant |
| Akron | 471 | 6 Day Traditional | Entire Plant |

**Excludes hourly staffing for Lincoln GDC*

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: (sgd) Andrew V. Palm

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 use of the "master" arbitration panel by all plants participation 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: (sgd) Andrew V. Palm

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| | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Jul | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Jan | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 | Aug | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Feb | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | 29 | | | | | | | | 29 | 30 | 31 | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | | | | | 1 | 2 | 3 | 4 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Sep | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Mar | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| | 28 | 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |
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| Apr | 11 | 12 | 13 | 14 | 15 | 16 | 17 | Oct | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 25 | 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
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| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 1 | 2 | 3 | 4 | 5 | 6 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | Nov | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| May | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | 30 | 31 | | | | | | | 28 | 29 | 30 | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | | | | | 1 | 2 | 3 | 4 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Dec | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Jun | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
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| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | |
| Jan | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | Jul | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | |
| | 30 | 31 | | | | | | | | 31 | | | | | | | | |
| | | | | 1 | 2 | 3 | 4 | 5 | | | 1 | 2 | 3 | 4 | 5 | 6 | | |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | |
| Feb | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | Aug | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | |
| | 27 | 28 | | | | | | | | 28 | 29 | 30 | 31 | | | | | |
| | | | | 1 | 2 | 3 | 4 | 5 | | | | | | | | 1 | 2 | 3 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| Mar | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | Sep | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | |
| | 27 | 28 | 29 | 30 | 31 | | | | | 25 | 26 | 27 | 28 | 29 | 30 | | | |
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| | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | |
| Apr | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | Oct | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| | | | | | | | | | | 30 | 31 | | | | | | | |
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| | 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | | | | 1 | 2 | 3 | 4 | 5 | |
| May | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | Nov | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | |
| | 29 | 30 | 31 | | | | | | | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | |
| | | | | | | | | | | 27 | 28 | 29 | 30 | | | | | |
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| | 5 | 6 | 7 | 8 | 9 | 10 | 11 | | | | | | | | | 1 | 2 | 3 |
| Jun | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | Dec | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | |
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| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | 1 |
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| Jan | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | Jul | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 29 | 30 | 31 | | | | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| | | | | 1 | 2 | 3 | 4 | | 30 | 31 | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 | | | | 1 | 2 | 3 | 4 | 5 | |
| Feb | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | Aug | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 26 | 27 | 28 | | | | | | 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| | | | | 1 | 2 | 3 | 4 | | 27 | 28 | 29 | 30 | 31 | | | |
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| Mar | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| | 26 | 27 | 28 | 29 | 30 | 31 | | | Sep | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | | | | | | 1 | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
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| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| Apr | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | Oct | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
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| | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| May | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | Nov | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| | 28 | 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | | |
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| Jun | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | Dec | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
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| | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Jan | 14 | 15 | 16 | 17 | 18 | 19 | 20 | Jul | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | 28 | 29 | 30 | 31 | | | | | 29 | 30 | 31 | | | | |
| | | | | | 1 | 2 | 3 | | | | | 1 | 2 | 3 | 4 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Feb | 11 | 12 | 13 | 14 | 15 | 16 | 17 | Aug | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| | 25 | 26 | 27 | 28 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | |
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| | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Mar | 11 | 12 | 13 | 14 | 15 | 16 | 17 | Sep | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
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| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | 1 | 2 | 3 | 4 | 5 | 6 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 | | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Apr | 15 | 16 | 17 | 18 | 19 | 20 | 21 | Oct | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | 29 | 30 | | | | | | | 28 | 29 | 30 | 31 | | | |
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| May | 13 | 14 | 15 | 16 | 17 | 18 | 19 | Nov | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 27 | 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | |
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| Jun | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Dec | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
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