

**AGREEMENT**

**BETWEEN**

**THE GOODYEAR TIRE & RUBBER COMPANY**

**CHICAGO STORES**

**6125, 1265, 1262**

**AND**

**LOCAL UNION #781**

**INTERNATIONAL BROTHERHOOD OF TEAMSTER, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA**

**EFFECTIVE:        FEBRUARY 1, 2020**

## INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	RECOGNITION	4
II	MANAGEMENT CLAUSE	4
III	RATE OF PAY	5-6
IV	PROBATIONARY TRIAL PERIOD	6
V	HOLIDAYS	6-7
VI	VACATIONS	7-8
VII	UNION SHOP & DUES CHECK OFF	9
VIII	SENIORITY	9-10
IX	PENSION & INSURANCE	11-12
X	UNION OFFICIALS	12
XI	LEAVES OF ABSENCE	12-13
XII	UNAUTHORIZED ACTIVITY	13
XIII	NON-DISCRIMINATION	14
XIV	JURY DUTY	14
XV	FUNERAL TIME	14-15
XVI	GRIEVANCE & ARBITRATION	15-16
XVII	DISCHARGE & DISCIPLINARY PROGRAM	16-17
XVIII	GENERAL PROVISIONS	17-18
XIX	SUPERVISORY WORK	18

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
XX	SAFETY	18
XXI	HOURS OF WORK & PREMIUM PAY	18-20
XXII	REPORTING PAY	20
XXIII	DRIVE	20
XXIV	CONCLUSION & SIGNATURE PAGE	21
	COMPANY WORK RULES	22
	<u>LETTERS OF UNDERSTANDING</u>	
	- STARTING TIMES	23
	- 401 (k)	24
	- PENSION FREEZE	25
	- SICK LEAVE ORDINANCE	26

## **AGREEMENT**

This Agreement is made and entered into by and between The Goodyear Tire and Rubber Company and Local 781 Teamsters covering stores located at:

<b><u>Territory</u></b>	<b><u>Address</u></b>
6125	102 East Rand Road, Mount Prospect, Illinois
1265	6700 West Cermak Road, Berwyn, Illinois
1262	4809 N Broadway Avenue, Chicago, Illinois

### **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative with the Employer for these classifications of employees covered by this Agreement and listed in Article III, but excluding salesmen, sales clerks, office clerks, guards, watchmen, supervisors, and professional employees as defined in the National Labor Relations Act.

### **ARTICLE II MANAGEMENT CLAUSE**

The Management of the business of the store locations enumerated above, and the authority to execute all the various duties, functions, and responsibilities incident thereto, remains vested in the Company, subject only to such limitations specifically granted to the Union by this Agreement. All rights not specifically granted to the Union in this Contract are retained by the Company. The Company through its representative shall designate from time to time the work to be performed by the employee.

**ARTICLE III**  
**RATE OF PAY**

**SECTION 1.**

The following classifications and rates of pay apply to part-time and full-time employees covered by this contract to be effective as indicated. Associates with rates of pay higher than indicated below will receive \$0.25/hour increase at the time of rate increase.

<b><u>Classification</u></b>	<b><u>Effective Monday after Ratification Hourly Rate</u></b>	<b><u>Effective 2/1/21 Hourly Rate</u></b>	<b><u>Effective 2/7/22 Hourly Rate</u></b>
General Service	\$14.50	\$15.50	\$16.00
GMT	\$15.50	\$16.00	\$16.50
GMT2	\$16.50	\$17.00	\$17.50
Auto Tech	\$23.00	\$24.00	\$25.00

GMT employees hired under this Agreement will be eligible for the GMT2 Commission Program available to all other hourly retail employees.

In addition to wages otherwise provided under this agreement, the Company may designate one employee per location to receive an additional \$1 per hour as Lead GMT. Skill, ability, and productivity will be considered in determining eligibility for this additional wage premium. If skill, ability and productivity are equal, seniority will apply. The Company may, within a 6 month trial period, remove a Lead person from that position and return such person's pay to pre-Lead levels for failure to meet expectations of the Lead position.

The listed Auto Tech wage rates represent minimum wage rates. The Company may, at its sole discretion, pay individual Auto Techs above the listed minimum based on experience and expertise. Auto Techs will be not be eligible for the GMT2 Commission Plan but will be paid under the Company's flat rate Automotive Compensation Policy.

General Service, GMT, GMT2 and Auto Techs will receive a cumulative pay adjustment above the basic wage rate for any of the following ASE certification upon certification or recertification:

1. Brakes,
2. Engine Performance,
3. Engine Repair,
4. Steering and Suspension,
5. Heat/Air Conditioning,
6. Automatic Transmissions,
7. Manual Transmissions,
8. Electrical.

The pay adjustments for certifications and recertifications are as follows:

1<sup>st</sup> and 2<sup>nd</sup> certification - \$0.50 per hour (Brakes & Steering Suspension)  
3<sup>rd</sup> and 8<sup>th</sup> certification - \$0.25 per hour (all other certifications)  
Recertification - \$0.10 per hour

At a minimum, Auto Techs must have or within six months achieve ASE certification on Brakes and Steering/Suspension. Failure to achieve or maintain these two certifications and/or failure to maintain a minimum of 75% productivity may be cause to remove the individual from the Auto Tech position.

#### **ARTICLE IV** **PROBATIONARY TRIAL PERIOD**

All new employees shall be hired on a ninety (90) day worked trial basis and shall work only under the wage provisions of this Agreement within which time they may be dismissed without protest by the Union. After the most recent ninety (90) day worked trial period, they shall be placed on the seniority list as regular employees in accordance with their date of hire.

#### **ARTICLE V** **HOLIDAYS**

##### **Section 1**

The designated holidays are: Labor Day, Thanksgiving Day, and Christmas Day.

Eligible Employees on the seniority list shall be paid holiday pay for the above holidays not worked which fall on a designated scheduled work day based on two (2) percent of the previous years total earnings which includes regular and overtime earnings; provided regular scheduled hours are worked on the last working day before the holiday and the first scheduled working day after such holiday(s) unless the absence is approved by the Employer.

New associates will be paid based on two (2) percent of the portion of the previous year employed or their current hourly rate, whichever is greater.

Any employee who performs work on any of the aforementioned holidays will receive pay at the rate of twice his regular straight-time (which shall in no event be considered to mean the overtime rate) plus normal holiday pay.

##### **Section 2**

The following former holidays are converted to personal days: Memorial Day, Independence Day, December 24, December 31, New Year's Day and the employee's birthday.

When required to work on any of the above personal days, the employee will receive his/her normal hourly wage and may take an alternative day off with pay, including unanticipated absences, which may be taken with management approval.

Eligible employees on the seniority list not required to work on any of the five (5) personal days listed in Section 2 (formerly holidays which were converted to personal days) shall be paid

holiday pay based on two (2) percent of the previous year's total earnings when that personal day (former holiday) falls on a designated scheduled work day.

New associates will be paid based on two (2) percent of the portion of the previous year employed or their current hourly rate, whichever is greater.

**SECTION 3.**

Holiday hours paid for under any provision shall be included in the count of any employee's hours worked for the purpose of computing weekly overtime when such hours fall within the first five (5) days of the week. In no case will overtime pay apply to holiday hours paid for but not worked.

**SECTION 4.**

When one of the above holidays falls within a period when an employee is on vacation the employee will be paid for such holiday in accordance with SECTION 1 above; provided the employee complies with other provisions of SECTION 1 above; or in lieu of payment, by mutual agreement the employee can be granted an additional day vacation with pay.

**ARTICLE VI**  
**VACATIONS**

**SECTION 1.**

Each employee coming under the jurisdiction of the union after having been in the employ of the same employer for the continuous service specified below shall be granted vacation according to the following schedule.

- After 1 year of service..... 1 week
- After 2 years of service & less than 5 years..... 2 weeks
- After 5 years of service & less than 15 years..... 3 weeks
- After 15 years of service & less than 20 years..... 4 weeks

Employees hired prior to February 21, 2005 shall be granted additional vacation based on the following schedule:

- After 20 years of service & less than 25 years..... 5 weeks
- After 25 years of service..... 6 weeks

## **SECTION 2.**

The vacation period shall be on a calendar basis from January 1 to December 31 inclusive.

Employees will become eligible for vacation with pay on the first (1<sup>st</sup>) anniversary date of their employment. Thereafter as of December 31 of each year such employees shall become eligible for vacation for the ensuing year. Such employees shall become eligible for the additional week of vacation on their second (2<sup>nd</sup>), fifth (5<sup>th</sup>), and fifteenth (15<sup>th</sup>). Those employees hired prior to February 21, 2005 shall become eligible for the additional weeks of vacation on their twentieth (20<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) anniversary dates.

Vacations of two (2) different years cannot be taken together or concurrently.

Vacations earned must be completed by December 31<sup>st</sup> of the year in which the vacation is due.

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.

## **SECTION 3.**

The employees of a given store shall submit by January 15 and not later than February 1<sup>st</sup> of each year to the Store Manager, a vacation schedule designating his or her request for vacation. Company seniority shall be the governing factor when there is a choice to be made between employees concerning the time vacations are to be taken at a specific location. After February 1<sup>st</sup> vacation shall be granted on a first come, first serve basis. The schedule shall recognize the necessity of the Company to maintain an adequate force of (regular) employees on the job at all times. It is understood that all vacations are subject to the Company's prior approval. An employee's vacation may be changed only by mutual agreement between the employee and the Company.

## **SECTION 4.**

If an employee who is entitled to vacation pay dies, his vacation pay shall be paid to the person designated as beneficiary of the life insurance benefits provided by the Company.

## **SECTION 5.**

Vacation pay shall be based upon 2% of the employee's previous calendar year's earnings or 40 hours straight time hourly rate for each week of vacation due, whichever is greater.

## **SECTION 6.**

Any eligible employee shall be entitled to take vacation one (1) day at a time not to exceed five (5) days in a calendar year. This vacation must be prescheduled or with management's approval. Pay for these single days shall be based on 1/5 of the amount referred to in SECTION 5 above.

**ARTICLE VII**  
**UNION SHOP & CHECK OFF**

**SECTION 1.**

Employees within the terms of this Agreement must become and remain members of the Union in good standing not later than the thirtieth (30<sup>th</sup>) day following the date of employment as a condition of employment with the Company.

The term 'members in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

**SECTION 2.**

The Company agrees that it will deduct all initiation fees and membership dues from the wages of employees who are covered by the Agreement provided that the Company receives a written assignment signed by the employee authorizing such deductions, irrevocable for a period of one (1) year or expiration of this Agreement, which is sooner. The Company will deduct from any pay of the month for each employee, for whom the Union furnishes the Company a current signed written assignment, the regular monthly membership dues as specified by the Local Union. The Company will remit dues so deducted to the duly designated officer of the Union.

**SECTION 3.**

The Union shall submit to the Company in writing any deviation in the amount of monthly membership dues to be deducted from employees. This deviation may include arrearages in regular monthly membership dues as well as initiation fees.

**SECTION 4.**

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments or any other form of liability as a result of making any decisions in accordance with the foregoing authorization and assignments.

**ARTICLE VIII**  
**SENIORITY**

**SECTION 1.**

Seniority for regular full-time employees is defined, upon completing the probationary period as being an employee's continuous service from the employee's most recent date of employment with the Company as a regular full-time employee in this bargaining unit.

In the event a reduction in force is necessary, lay off will be in the order of seniority, and additions to the force will be made in the same order. If no vacancies exist in the employee's classification, employees with seniority may bump the least service employee in their classification in the contract area. In all cases, due consideration shall be given to the relative competency of the employee and also the ability of other employees to perform the work.

In the event of a store closing, employees will be transferred to the nearest permanent job vacancy within their job classification among the bargaining unit stores. If no such job vacancies exist, employees will displace the least senior employees in their classification with the bargaining unit provided their seniority is greater than the least senior employee.

## **SECTION 2.**

It will be the laid off employee's responsibility to keep the Company advised of his current address.

Notice of recall to laid off employees shall be sent to the employee's address listed with the Company. The employee shall have five (5) days after date of notice of recall in which to notify the Company of intent to return to work and report for work within seven (7) days from date of recall notice. Failure to comply with this paragraph shall result in termination of the employee's seniority.

## **SECTION 3.**

The Company shall not be obligated to rehire an employee who upon recall cannot meet the Company's physical standards, giving considerations to ADA requirements.

## **SECTION 4.**

The practice of job bumping shall not be permitted except where a lay off or reduction of force occurs and otherwise complies with SECTION 1 of this ARTICLE VIII.

## **SECTION 5.**

Seniority shall terminate for any of the following reasons:

- A. Resignation.
- B. Discharge for just cause or permanent release.
- C. Failure to return to work when recalled from lay off as provided in Article VIII, Section 2 of this Agreement.
- D. Lay off or leave in excess of one (1) year.
- E. Retirement, normal, early or disability.
- F. Violation of or termination under leaves of absence provisions of Article XI.

Loss of seniority (as defined in this Article VIII, Section 5) shall result in termination of employment and loss of any and all rights related thereto.

## **SECTION 6.**

The Company may temporarily or otherwise assign and/or reassign employees to any work included in the bargaining unit, and as a result of irregularities of products or production flow requirement, or as a result of individual circumstances or personal characteristics arising in the work force.

**ARTICLE IX**  
**PENSION, INSURANCE, AND BENEFITS**

**SECTION 1. COVERAGE - CURRENT EMPLOYEES**

Those eligible employees having continuous service and covered by this Agreement shall be included as an "Employee" under the provisions of The Goodyear Tire and Rubber Company maintained benefit plans as follows:

- A. **PENSION:** For employees hired prior to February 21, 2005, the Employer agrees to be bound by the pension provisions of The Goodyear Tire & Rubber Company 1950 Pension Plan as amended, which provides a normal retirement pension amount of \$30.00 per month per year of service for those employees retiring on or after the first day of the month following the effective date of this Agreement.
- B. **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:** The Employer shall provide a benefit equal to one times an employee's annual pay, up to \$50,000.
- C. **HOSPITALIZATION:** Effective March 1, 2011, employees will be eligible to participate in the medical benefits plans (including prescription drug) available to other hourly retail employees. The health care plans may include Working Spouse and Healthy Choice provisions.

Each covered associate may elect not to be covered under this provision. An election not to be covered may be revoked and a new election made if both the revocation and election are on account of and consistent with a Change in Family Status as defined in accordance with the Internal Revenue Service Regulations as they are from time to time amended or effective, which are incorporated herein by reference.

- D. **DENTAL:** Employees and their dependents become eligible for Dental coverage available to other hourly retail employees on the 31<sup>st</sup> day of employment.
- E. **DISABILITY:** The Employer agrees to provide Disability Income Benefits (Accident & Sickness Benefits) as outlined in the Disability Income Benefits Program for Hourly Rated Field Employees. The weekly benefit amount for employees meeting the eligibility requirements shall be \$275 for the life of the Agreement. (Benefit Book B-647)
- F. **EMPLOYEE SAVINGS PLAN:** Employees covered by this Agreement have the option of electing to participate in The Goodyear Tire & Rubber Company Employee Savings Plan for Bargaining Unit Employees.

Each new Participant on or after July 1, 2020 will automatically be enrolled for Elective Deferrals, unless the Participant affirmatively waives or changes the rate of these automatic contributions. The amount of Elective Deferrals defaults to a Roth 401(k) Contribution at 3% of Compensation and is directed to the specific retirement date fund based on the Participant's age if no investment election is made. The amount of Elective Deferrals can be changed by the Participant at any time.

- G. The provisions of this Article shall not be effective before the effective date of this basic Agreement as provided in Article XXIII.

- H. VISION: Employees will be eligible for Vision coverage available to other hourly retail employees based on plan eligibility requirements.
- I. Employees in the General Service job classification, Part-time and/or temporary employees are not covered by the terms of this Article, with the exception of paragraphs C, E, F and I regarding medical, dental and vision benefits for the General Service classification.

## **SECTION 2. COVERAGE - PRESENT PENSIONERS**

Present Pensioners, whether normal, early or disability including contingent annuitants and designated beneficiaries under an optional settlement shall continue to receive the benefits provided under those plans as previously in effect at the time of their exit unchanged by Section 1 of this Article.

## **ARTICLE X UNION OFFICIALS**

The authorized Union Representative shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the contract is being lived up to. He shall make his presence known to the Employer before contacting any employee.

## **ARTICLE XI LEAVES OF ABSENCE**

### **SECTION 1.**

Leave of absence without pay may be granted for personal reasons when justified, for a period not to exceed thirty (30) days upon written application of the employee, and approval of the Company, when the services of the employee are not immediately required, and there are employees available and capable of doing the work. Failure to comply with this provision shall result in loss of seniority. Any employee misrepresenting the reason for a leave of absence shall lose his seniority. An employee accepting employment elsewhere when on a leave of absence shall be discharged without further recourse.

### **SECTION 2.**

- A. A leave of absence may be granted for a period not to exceed the lesser of an employee's continuous service or one (1) year for recognized occupational illness or injury, irrespective of compensation paid, when supported by a Physician's Statement and approved by the Company's Medical Department.
- B. A leave of absence may be granted for a period not to exceed the lesser of an employee's continuous service or one (1) year for recognized non-occupational illness or injury, irrespective of compensation paid, when supported by a Physician's Statement and approved by the Company's Medical Department.

### **SECTION 3.**

An employee who overstays an approved leave of absence without having arranged for and received an approved extension shall be regarded and interpreted as having resigned without notice.

### **SECTION 4.**

To comply with the requirements of the Family and Medical Leave Act of 1993, as amended (FMLA), it may be necessary to provide eligible employees, up to and including, twelve (12) or twenty-six (26) work weeks of leave in a single 12-month period as designated by the Employer for the reasons outlined in the FMLA.

## **ARTICLE XII** **UNAUTHORIZED ACTIVITY**

### **SECTION 1.**

The Union agrees that it will not cause or permit its members to cause, nor will any employee take part in any strike, sit-down, stay-in, or slow-down, or any curtailment of work or restriction of work, or picketing, or interference with Company work in any matter which comes within the jurisdiction of the Umpire.

### **SECTION 2.**

If at any time during the existence of this Agreement there occurs an unauthorized strike, sit-down, or other curtailment of work or restriction of work in violation of the no-strike clause of this Agreement, neither party shall negotiate upon the subject of said dispute until such illegal activity has ceased.

### **SECTION 3.**

The Union agrees that it will not cause or permit its members to cause, nor will any employee take part in any strike, sit-down, slow-down, curtailment of work or restriction of work in sympathy with the problems of people employed elsewhere or their Union Representative.

### **SECTION 4.**

Any employee who participates in any unauthorized strike, sit-down, slow-down, curtailment of work or restriction of work will be subject to disciplinary action, including discharge by the Company.

### **SECTION 5.**

The authority of Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform by the Executive Board of the Local Union.

**ARTICLE XIII**  
**NON-DISCRIMINATION**

The parties agree to the principle that there will be no discrimination in hiring, wage rate or other conditions of employment by reason of race, color, religion, sex, age, national origin, pregnancy, disability, sexual orientation, gender identity, or other characteristics protected by law.

To comply with the requirements of the Rehabilitation Act of 1973, as amended, its rules and regulations, and the Americans With Disabilities Act of 1992, it may be necessary to make exceptions to the Agreement, subject to mutual agreement, to provide for and safeguard the rights of disabled employees.

Further, the parties agree that they will comply with statutory provisions prohibiting discrimination against protected veterans as required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA).

Any reference herein to gender is understood to be non-discriminatory and to be interpreted as all inclusive regarding gender.

**ARTICLE XIV**  
**JURY DUTY**

Any employee with seniority who involuntarily 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 for the time lost from his regularly scheduled work shift by reason of such service subject to the following provisions:

- A. Employees must notify their supervisor within 24 hours after receipt of notice of selection for jury duty.
- B. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date served and the amount of pay received.
- C. Employees reporting for jury service and not seated shall return to work if more than four (4) hours in the work day of the first shift remains.

**ARTICLE XV**  
**FUNERAL TIME**

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

- A. If the employee is absent from work because of the death of a parent, child, or spouse, he will be paid for the time lost from his regularly scheduled work shift up to a maximum of three (3) consecutive working days, one (1) of which is the day of the funeral.
- B. If the employee is absent from work to attend the funeral of his brother or sister, mother-in-law, father-in-law, or grandparents, he shall be paid for the time lost from regularly scheduled work shift by reason of such absence during a period of three (3) consecutive calendar days, one of which is the day of the funeral.

The rate of pay will be his current straight time hourly rate.

The Company may require upon their return to work verification of death and eligibility of deceased from employees requesting payment under provision of this Article.

## **ARTICLE XVI** **GRIEVANCE & ARBITRATION**

### **SECTION 1.**

A grievance of any employee may be presented to the Company as follows:

- A. The employee shall discuss his grievance immediately with his immediate supervisor. The employee may ask the Shop Steward to accompany him.
- B. If the grievance is not disposed of as in (A) above, it shall be reduced to writing and referred to the Store Manager within four (4) working days.
- C. If the grievance is not disposed of as in (B) above, the Union Representative shall refer the grievance to the District Manager - Retail or the Region HR Manager within five (5) working days unless this time limit is extended by mutual agreement.

If after following the aforementioned steps the grievance is not settled, the grievance may be referred in writing to an Arbitrator within seven (7) days thereafter. The Arbitrator selected shall, within thirty (30) days hear the evidence concerning a grievance and render his decision within thirty (30) days.

The Arbitrator shall not have the power to make any awards changing, amending or adding to the provisions of this Agreement. His jurisdiction shall be limited to hearing and interpretation of cases arising out of alleged violations or misinterpretation of the provisions of the contract.

The Federal Mediation and Conciliation Service of the U.S. Department of Labor shall be requested to submit the names of seven (7) perspective arbitrators. The party to strike the first name shall be determined by lot. Each party in turn then striking one (1) name until one (1) name remains who shall be the Arbitrator.

On cases within his jurisdiction the decision of the Arbitrator shall be final and binding on both parties hereto.

It is understood that the expenses of the hearing room and the Arbitrator's fee shall be borne jointly by the Company and the Union.

### **SECTION 2.**

In the event that a grievance under the contractual grievance procedure alleges a violation of Article XVI issue, and such grievance is not resolved or otherwise terminated before the arbitration step, the Company and Union will stipulate on the record that the Impartial Umpire, in

deciding the Article XVI issue, may apply settled law under Title VII of the Civil Rights Act of 1964, as amended, and the Federal Civil Rights Act of 1866. It is understood that the settled law which may be applied by the Umpire usually will be found in decisions of the Supreme Court of the United States. Decisions of the Circuit Courts of Appeals may be utilized if the Supreme Court has not decided the issue and there is no conflict among decisions of the Court of Appeals. In the event that an Article XVI issue is raised for the first time in the arbitration hearings, the parties agree to enter the above stipulation without prejudice to the position of either or both that the issue should have been raised in the grievance procedure.

**ARTICLE XVII**  
**DISCHARGE & DISCIPLINARY PROGRAM - WORK RULES**

**SECTION 1.**

The decision to discharge an employee for cause must rest upon evidence that is clear and that the full reason for discharge must be given to the employee, in writing.

**SECTION 2.**

The following disciplinary procedure will apply for infractions of posted work rules: (See Attached List)

- |                   |   |
|-------------------|---|
| On first offense  | - be given a verbal warning   |
| On second offense | - be given a written warning notice   |
| On third offense  | - be given a one (1) day suspension (written notification) with pay.<br>Employee will use this time to reflect and write an acceptable letter to correct unacceptable behavior. |
| On fourth offense | - shall be subject to discharge (written notification)  |

Above notices cumulative among all work rules as opposed to being cumulative for each work rule only within the most recent twelve (12) month period. Warning notices over 12 months old shall not be used in the administration of disciplinary procedure.

A copy of all written notices provided in this Article shall be given to the offending employee.

Emergency cases such as sudden illness, accident and death in the immediate family or other similar conditions beyond the control of the employee and it is impossible for employees to call within the specified time when supported by satisfactory evidence, said employees shall not be subjected to the herein mentioned penalties.

**SECTION 3.**

No Warning notices will be required for violations including:

1. Dishonesty.
2. Falsifying reasons for absence from job in order to be granted leave of absence.
3. Refusal to handle job assignment.
4. Possession of, use of, or being under the influence of intoxicants or narcotics while on Company premises.
5. Fighting on the premises, aggressor only.

6. Failure to qualify and maintain eligibility for Fidelity Bond of Company Bonding Agent as a condition of initial and continued employment.
7. Filing of false and/or incomplete information on employment application.
8. An employee who has been absent for reasons within his control for a period of two (2) scheduled working days and had not made previous arrangements for the leave of absence.
9. Malicious destruction of Company or customer property.
10. Clear incidents of insubordinate behavior when dealing with or near customers.
11. Serious Safety Policy violation.
12. Zero Tolerance Policy violation.

(Naming of policies above does not in any way restrict Management Rights to establish or revise any policy but is merely intended as notice to employees regarding such policies, though subject to change without bargaining. The Union will be copied on revisions to existing policies referenced above.)

## **ARTICLE XVIII** **GENERAL PROVISIONS**

### **SECTION 1.**

The Company agrees to furnish the Union with a bulletin board for posting all notices. Such notices shall first be submitted to the Company for its approval and the Company will arrange for the posting, except Union meeting notices which shall be disposed at the discretion of the Union.

### **SECTION 2.**

The Union agrees that an employee must notify the Company as far in advance as possible when he is to be absent from work.

### **SECTION 3.**

The Company agrees to grant the necessary time off without loss of seniority to one (1) employee designated by the Union at anytime when he is to attend a labor convention. When he is away from work for such duties a three (3) day written notice of absence shall be required. The Company shall not be required to pay for any such time taken off.

### **SECTION 4.**

It is mutually agreed that this contract supersedes and negates any previous agreements, either written or oral, established by negotiations, contracts, force of law, mediation, or arbitration or otherwise, including but not limited to precedence and past practices, and incorporates all conditions of employment applicable to employees covered by this Agreement.

### **SECTION 5.**

The Union and the Company agree that the Company reserves the right to discontinue participation in the various insurance programs and other fringe benefits for any employee not reporting for work for a period of seven (7) calendar days, unless that employee has within such period presented to the Company medical evidence satisfactory to it of continuing disability for such period.

## **SECTION 6.**

In the event any provision of this Agreement shall conflict with any Federal or State Law, the provisions of such Law shall apply, and this Agreement shall be deemed to be automatically amended to the extent necessary to conform to the requirements of said law without affecting any of the other provisions of this Agreement.

### **ARTICLE XIX** **SUPERVISORY WORK**

Foremen and Supervisors shall not perform production work to the exclusion of regular employees, provided that such work may be done:

- A. In cases of emergency.
- B. For instruction and training of employees.
- C. When scheduled employees are absent or unavailable.
- D. To test equipment.
- E. To check orders, verify counts, check quantity and quality of work.
- F. Inventory work.
- G. It is recognized that in the performance of new equipment experimental and developmental work on production equipment, it is sometimes necessary for supervision or technical personnel perform operations occasionally in order to check, test, and become familiar with the operation.

### **ARTICLE XX** **SAFETY**

The Company will maintain reasonable safety standards and endeavor to comply with all requirements of State and Federal agencies. It shall be a condition of initial and continued employment that employees study and become familiar with all safety regulations, whether required by the employer, state or Federal agencies, provided to them by the Employer. Violations of safety rules will subject an employee to the disciplinary procedure.

Tires of the size 7.50-20 and larger will be changed only by qualified personnel. Employees will not be allowed to change tires involving specially constructed rims without having received proper training.

### **ARTICLE XXI** **HOURS OF WORK AND PREMIUM PAY**

#### **SECTION 1.**

The straight time work week shall consist of five (5) consecutive eight (8) hour days.

The payroll week shall be Friday through Thursday.

A straight time work week of five (5) non-consecutive eight (8) hour days from Friday through Thursday may be implemented by mutual agreement on a store-by-store basis.

#### **SECTION 2.**

The time and one-half (1-1/2) rate shall be paid for hours worked in excess of forty (40) hours in the work week. Time lost from an employee's regularly scheduled shift as a result of an occupational illness or injury, pending proper medical documentation for such absence, shall be credited as hours worked for the purpose of computing weekly overtime.

### **SECTION 3.**

Nothing herein contained shall be construed as requiring duplication or pyramiding of holiday and/or premium pay involving the same hours.

### **SECTION 4.**

The time and one-half (1-1/2) rate shall be paid for the sixth consecutive day worked in a work week.

### **SECTION 5.**

Employees will be granted not less than one-half (1/2) hour off for lunch within one (1) hour of midpoint of shift. The employer will not pay for the lunch hour.

### **SECTION 6.**

- A. Part-time employees are those employees who do not meet the definition of a full-time employee as defined under the Affordable Care Act (ACA) including the regulations and guidance issued thereunder.
- B. These employees shall receive the stipulated minimum hourly rate of pay provided in the contract for the classification of work to which they are assigned.
- C. These employees shall not receive pay for holidays not worked, however, if used they must receive the regular holiday's rate of pay.
- D. These employees shall not qualify for vacation benefits.
- E. These employees shall not receive other benefits provided for in this contract applicable to full-time employees except as specifically provided in this Article.
- F. The number of part-time and temporary employees in an individual store basis to be limited to one (1) part-time employee for each full-time employee, except as provided below. Regular full-time employees will receive eight (8) hours of overtime work opportunity in addition to normal forty (40) hour work week in any week having an emergency work load that required employment of part-time help in excess of the above provision of one (1) part-time employee for each full-time employee.

### **SECTION 7.**

Double time will be paid for work performed on the second non-scheduled day of the work week when an employee works each of the five (5) regularly scheduled days and the first non-scheduled day of the work week.

## **SECTION 8.**

Employees injured while working or who suffer from occupational illness during their work shift and are sent home, shall be paid their current rate for the shift when such injury or illness is covered by insurance compensation.

## **SECTION 9.**

The following absence codes will be paid two (2) percent of the previous year's total earnings which includes regular earnings, and overtime compensation, if applicable. Two (2) percent equates to 1/5 of a forty (40) hour work week.

New Associates will be paid two (2) percent of the portion of the previous year employed or their current hourly rate, whichever is greater, if employed less than one year and qualify for one of the following:

- Vacation
- Training
- Holidays (as detailed in Article V)
- Jury Duty
- Military Training

## **ARTICLE XXII** **REPORTING PAY**

Unless notified otherwise, a full-time employee reporting for work on his regular shift will be given a minimum of four (4) hours worked or four (4) hours pay at his regular rate, except in cases of major mechanical breakdown, fire, flood, or similar conditions beyond the control of the Company.

## **ARTICLE XXIII** **DRIVE**

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The Company retains the right to charge the Union for any applicable expenses incurred in making the deductions required by this Agreement. The Union agrees to indemnify, defend and save harmless the Company from any claims, suits, judgements, fines, penalties, attachments and from any other form of liability as a result of implementation of this Agreement.

**ARTICLE XXIV**  
**CONCLUSION**

This Agreement shall become effective February 1, 2020 and continue in full force and effect to and through January 31, 2023. This Agreement will continue in full force and effect thereafter unless written notice is given by either party hereto sixty (60) days or more prior to January 31, 2023, or sixty (60) days or more prior to January 31 of any year thereafter.

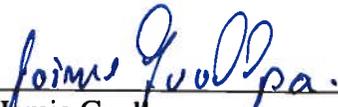
It is mutually understood and agreed that the provisions of this modified Agreement shall be effective only when, to the extent, and in conformance with applicable laws, regulations and/or executive directives.

SIGNED FOR THE UNION:  
MISCELLANEOUS WAREHOUSEMEN,  
AIRLINE, RENTAL, CHEMICAL &  
PETROLEUM, ICE, PAPER, AND RELATED  
CLERICAL AND PRODUCTION EMPLOYEES  
UNION, LOCAL No 781, an affiliate of the  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen, and Helpers  
of America

  
\_\_\_\_\_  
Paul Stripling  
Teamsters Local 781, President

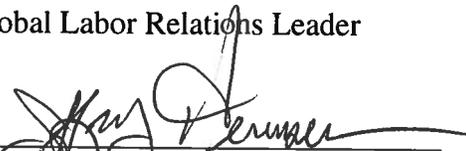
  
\_\_\_\_\_  
Tracy Treadwell  
Teamsters Local 781, Secretary-Treasurer

  
\_\_\_\_\_  
Anthony Pacenta  
Teamsters Local 781, Business Agent

  
\_\_\_\_\_  
Jamie Gualpa  
Teamsters Local 781, Steward

SIGNED FOR THE EMPLOYER:  
GOODYEAR TIRE & RUBBER  
COMPANY

  
\_\_\_\_\_  
Christine Miller  
Global Labor Relations Leader

  
\_\_\_\_\_  
Jeffrey Hermesen  
District Manager- Just Tires

  
\_\_\_\_\_  
Mike Hallbauer  
Director Labor Relations - Americas

NAME: \_\_\_\_\_

Service Store Employee  
Goodyear Service Store

**SUBJECT:     COMPANY WORK RULES**

Following is a list of work rules issued as a guide for you as an employee of this Company. Subject lists include but are not limited to the specific rules mentioned. Violation of these rules will result in application of the disciplinary procedure provision as outlined in Article XVII of the current Union contract.

1. Tardiness.
2. Absenteeism.
3. Failure to notify Store Supervisor at beginning of shift, when unable to report for work (Phone).
4. Loafing on the job.
5. Leaving building during work hours without permission.
6. Gambling on the premises.
7. Failure to make reasonable effort to place waste, scraps, refuse, etc., in receptacle provided for protection from fire, health and safety hazards.
8. Careless and/or reckless handling of Company equipment.
9. Continued and/or excessive inaccurate work.
10. Continued low output on job assignments.

Violations as follows will result in immediate discharge:

1. Dishonesty.
2. Falsifying reasons for absence from job in order to be granted leave of absence.
3. Refusal to handle job assignment.
4. Possession of, use of, or being under the influence of intoxicants, illegal drugs, or narcotics while on Company premises.
5. Fighting on the premises, aggressor only.
6. Failure to qualify and maintain eligibility for Fidelity Bond of Company Bonding Agent as a condition of initial and continued employment
7. Filing a false and/or incomplete information on employment application.
8. An employee who has been absent for reason within his control for a period of two (2) scheduled working days and had not made previous arrangements for the leave of absence.
9. Malicious destruction of Company or customer property.
10. Clear incidents of insubordinate behavior when dealing with or near customers.
11. Serious Safety Policy violation.
12. Zero Tolerance Policy violation.

As evidence that you have read and fully understand that violation of one or more of the above listed work rules will result in application of disciplinary provision as provided by terms of current Union contract, please sign and date the attached stub, detach, and return to your supervisor.

Store Manager

Store Manager  
Goodyear Service Store \_\_\_\_\_

I have received and read the list of Company work rules and fully understand that any violations of those rules by me will result in application of disciplinary provisions of the current Union contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(Retained by mutual agreement effective 2/1/08)

February 3, 1993

Mr. Paul Stripling  
Business Representative  
Teamster Local #781  
320 S Ashland Avenue  
Chicago, IL 60607

**SUBJECT: Letter of Understanding - Starting Times**

Dear Mr. Stripling:

During the course of our recent negotiations, the issue of starting times was discussed. Due to the variability of work load in the retail environment, along with the Company's desire to maintain customer satisfaction, there will be instances when individual employees will be required to work beyond their normal scheduled quit time.

In the event an employee works beyond his normal eight (8) hour shift on a given work day, he shall not have his starting time changed on a subsequent work day in the same work week, unless the Company and employee mutually agree to such a change.

The Company will post consistent starting and ending times for all employees. The posting shall include the current and following week's schedule on a store-by-store basis.

S P Breon (Signed)  
Field Negotiator  
Field Negotiations

S P Breon  
hlk

(Retained by mutual agreement effective 2/1/08)

May 6, 2005

Paul Stripling, Vice President  
Teamsters Local No. 781  
200 E. Howard St., Suite 216  
Des Plaines, Illinois 60018

Dear Mr. Stripling:

During the 2005 bargain the parties discussed the importance of employees' savings for future retirement. Currently employees have the option to actively participate in the Goodyear Employee Savings Plan for Bargaining Unit Employees. The parties agree that in the event Goodyear discontinues offering the Employee Savings Plan for Bargaining Unit Employees, employees covered under this Collective Bargaining Agreement will have access to the Teamsters 401 (k) Plan.

Sincerely Yours,

Tamara L. Engelhardt, Manager Human Resources  
Allied Products, Chemical & Field Locations

Agreed \_\_\_\_\_  
Paul Stripling, Vice President, Local No. 781

February 1, 2017

Jim Connolly, Business Agent  
Teamsters Local No. 781  
747 Church Road, Building D  
Elmhurst, IL 60126

SUBJECT: Pension Freeze – Daniel Rendon and Sergio Cuellar

During the course of the 2017 Negotiations, the parties discussed pension service accruals. Pension service accruals have been frozen for 99.9% of the participants in the 1950 Pension Plan. Two employees represented under the CBA with Goodyear covering three Chicago Retail (Just Tire) Stores are still accruing service under the 1950 Pension Plan. The plan was closed to new entrants in 2005 under the following language:

- A. PENSION: For employees hired prior to February 21, 2005, the Employer agrees to be bound by the pension provisions of the 1950 Pension Plan for Hourly Rated Field Employees as amended, which provides a normal retirement pension amount of \$30.00 per month per year of service for those employees retiring on or after the first day of the month following the effective date of this Agreement. (Benefit Book B-635)

In order to move toward full freezing of liabilities under this Plan, the parties agreed to the following changes to the Collective Bargaining Agreement:

All pension service accrual will be frozen as of March 31, 2017.

The following affected employees will receive an increase of \$0.50 per hour effective March 31, 2017:

Sergio Cuellar  
Daniel Rendon

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Jim Connolly (Signed)  
Business Agent

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Jamie Kidd (Signed)  
Global Labor Relations Leader

January 27, 2020

Anthony Pacenta  
Business Agent, Teamsters Local 781  
747 Church Road, Building D  
Elmhurst, IL 60126

Re: Letter of Understanding – Sick Leave Ordinance (City of Chicago/Cook County)

Dear Anthony,

During 2017 Negotiations between The Goodyear Tire & Rubber Company Retail Store locations, #6125, #1265 and #1262 and Teamsters Local 781, the subject of the City of Chicago and Cook County Earned Sick Leave Ordinance was addressed. Pursuant to the letter dated February 1, 2017, the Company will comply with the requirements of the City of Chicago/Cook County Earned Sick Leave Ordinance.

Effective July 1, 2017, for employees working in the City of Chicago or Cook County and eligible under the applicable sick leave ordinance, forty (40) hours of paid sick leave will be awarded upon date of hire and upon January 1<sup>st</sup> of each subsequent year thereafter. Employees may carry-over one-half of unused sick leave up to a maximum of 20 hours of unused sick leave from year to year to use for regular paid sick leave use (as defined in the applicable ordinances), but use for regular paid sick leave purposes is limited to forty (40) hours in a calendar year. In addition, each employee may carry-over up to 40 hours of unused paid sick leave, and, if eligible under the Family and Medical Leave Act (FMLA) may use up to 40 hours exclusively for FMLA-eligible purposes, subject to the following use cap. Use of paid sick leave for regular paid sick leave purposes and leave exclusively for FMLA-eligible purposes is limited to 60 hours total in a calendar year, i.e, if an employee uses forty hours of paid sick leave for regular paid sick leave purposes, they may only use twenty hours of leave for FMLA-eligible purposes for the remainder of that year. Employees may not use paid sick leave until 180 days after the start of employment.

If the need for paid sick leave is foreseeable, employees must provide advance notice by notifying the Store Manager. If the need is unforeseeable, or in the case of an emergency, employees should notify management as soon as practicable. Any notice requirement is waived in the event an employee is unable to give notice because s/he is unconscious or otherwise medically incapacitated, but notice should be provided as soon as practicable thereafter. If paid sick leave is used for more than three consecutive scheduled days, the employee must provide certification from a health care provider (or provide other documentation, if appropriate) that leave was taken for a covered use. An employee will be required to use no less than 4 hours paid sick leave for each eligible occurrence. Unused paid sick time is not paid out at separation. Please reference ordinance information for a list of eligible scenarios to use paid sick leave.



Anthony Pacenta  
Business Agent



Christine Miller  
Global Labor Relations Leader

(Originally Agreed to November 30, 2017: Jamie Kidd to Jim Connolly)