

Outside Letter # 31 – Revised

February 19, 2004

Mr. Jim Wansley, President
Local 746, USWA
13624 State Hwy 31 West
Tyler, Texas 75709

SUBJECT: PREFERENTIAL HIRE AGREEMENT

Dear Mr. Wansley:

As a result of the Master 2000 Reopener Agreement and Local Reopener Negotiations, the Tyler Plant adopted the Goodyear Master Contract Preferential Hire Agreement. In order to maintain compatibility with the Master Language, all references to Articles and Sections are the same as the Master Contract except where denoted as (Local CBA).

The Preferential Hire Agreement applies to the following Goodyear, Kelly Springfield and Dunlop Plants:

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

Article X, Section 1 (a)

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 VIII, Section 14, Paragraph c (Local CBA), 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 VIII, Section 4, Paragraph b (Local CBA).
- 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 VIII, Section 14 (Local CBA) 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 application 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 VIII, Section 14 (Local CBA), 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 layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Article VIII, Section 14, Paragraph c (Local CBA), 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 completion of forty-five (45) calendar days continuous service at the new location, provided he is employed, or laid off from a plant, or plants, to which he has preferentially hired.

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

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

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

Sincerely,

R. B. Pickette
Manager Human Resources

(Original dated September 9, 2000 from R. L. Ward to Ed Moore)

Outside Letter # 31 Appendix A

Revised December 5, 2000

**GUIDELINES FOR
ARTICLE X – SENIORITY SECTION
PREFERENTIAL HIRING**

PURPOSE:

To establish the procedures necessary to implement the provisions of Article X, Section 1 (a) 7. which provide preferential hiring rights for laid off employees, the provisions of Article X, Section 1 (a) 8. which provide preferential hiring rights in case of plant closure, and the provisions of Article X, Section 1 (a) 9. which provide a Relocation Allowance once certain criteria are met. The plants covered by the provisions of Article X, Section 1 (a) 7., 8., and 9. of the Master Collective Bargaining Agreement, in addition to those that are signatories, include Buffalo, New York; Fayetteville, North Carolina; Freeport, Illinois; Huntsville, Alabama; and Tyler, Texas.

RECOMMENDED PROCEDURE:

Outlined below are the preferential hiring rights to which employees are entitled and the procedures that must be followed in the exercise of these rights. Employees will be given a copy of the Procedures for Exercising Preferential Hiring Rights at the time they are laid off (EXHIBIT "A").

A. FILING OF APPLICATION

1. If an employee on regular layoff wishes to be hired at a plant covered by the Master Agreement which is other than his home plant, he will complete and file with his home plant Employment Department an application for each plant in which he is requesting preferential hiring rights. Application must be made during the time the employee continues to accumulate service for recall purposes.
2. When the employee submits a completed application form to his home plant Employment Department, he should be told that:
 - a. His hiring possibilities will depend upon:
 1. An appraisal of his past record
 2. His being physically qualified based upon a pre-employment physical examination. (see Article X, Section 1 (a) 7.c) for type of physical examination to be given)
 - b. He will be informed by the requested plant at his last recorded address if and when there is a job opportunity for him at that plant.
 - c. If he is informed of a job opportunity, he must inform the requested plant Employment Department of his intention to report or not to report to the requested plant within seven (7) days of the date he was so informed.
 - d. If he is informed of a job opportunity and either declines such opportunity or fails to report as specified above, his application will be cancelled.

- e. If he cannot be reached promptly at his last recorded address when there is a job opportunity for him at the requested plant, his application will be put aside and not acted upon unless he contacts the requested plant and reopens it.
- f. Applications will be valid for a 12-month period unless cancelled. Application must be resubmitted during the twelfth month of each such period to the plant or plants in which the applicant desires to retain preferential hiring rights.

B. PROCESSING APPLICATION

- 1. The home plant upon receiving the application must make a copy of the application and mail it to the Employment Manager of the requested plant no later than the next working day.
- 2. A copy of "Resume of Goodyear Work Record" must be mailed to the Employment Manager of the requested plant as soon as possible:
 - a. Indicate on "Resume of Goodyear Work Record", (sample form attached- EXHIBIT B):
 - 1. The applicant's job experience and rating
 - 2. A summary of the applicant's attendance record for at least two years, if available.
 - 3. Any special notations of the employees work record indicating date of notation.
 - 4. Any physical or health restrictions indicating whether temporary or permanent.
- 3. When an application is received by the Employment Manager at the requested plant, he will date stamp the application and consider the employee for employment as of that date. He will review the application and the "Resume of Goodyear Work Record" as follows:
 - a. An average overall rating will ordinarily qualify the applicant to be deemed "acceptable".
 - b. However, an applicant with an average overall rating, but with a poor attendance record, should be deemed "not acceptable".
 - c. If the applicant is rated below average on an overall basis, he will be deemed "not acceptable", provided his written record is such that this rating can be supported. If his record does not support such a rating, the rating should be ignored and the applicant should be deemed "acceptable".
 - d. If the applicant has any permanent physical restrictions on his record, he will be deemed "acceptable" only if he physically qualifies based upon the pre-employment physical.

C. HIRING PROCEDURES

1. Employees on regular layoff with recall rights from a plant covered by the Agreement and employees released from employment as the result of the complete and permanent closure of a local plant covered by the Agreement will be given preference in hiring at another plant covered by the agreement where all eligible laid off employees have been recalled. Such a preference for hiring will be exercised, as outlined, for all vacancies on which a person can accumulate seniority.
2. When a vacancy is available for an applicant, the Employment Manager of the requested plant should:
 - a. Check the home plant Employment Manager to confirm the applicant is still eligible for preferential hire.
 - b. Notify the laid off employee by certified mail or by telephone. A certified mail (EXHIBIT "C") should be sent to verify contact even though he is reached by telephone. If he cannot be contacted by phone, he will be seven (7) working days from the date of the certified letter in which to contact the Employment Department at such plant. Failure to make contact within such period will cause him to forfeit his preferential hiring rights with respect to his current layoff.

The laid off employee will be given 24 hours following the above stated contact in which to notify the plant by phone or wire of his acceptance or rejection of the job opening.

If such employee notifies the plant of his or her temporary inability to accept the opening because of illness, injury, or pregnancy, he or she will be by-passed for the current opening and will be considered of future openings provided he or she furnishes satisfactory medical evidence verifying the disability and provided the applicant notifies the plant promptly following recovery.

- c. Request the Medical Department at the home plant to review the medical record file of the applicant and to provide information regarding any present temporary or permanent work restrictions the applicant has on any job at the home plant.
 - d. Request the Employment Department at the home plant to send a copy of any worker compensation claims the applicant has made.
 - e. Notify the home plant Employment Manager:
 - 1) If the applicant cannot be reached and is thus, unavailable for consideration for the current job opportunity.
 - 2) If the applicant does not wish to accept the job opportunity.
 - 3) If the application does not physically qualify based upon his physical examination.
3. If the applicant is placed on the payroll of the requested plant (he should also remind the applicant of the necessity for keeping his home plant informed of his

current address at all times in order to safeguard his recall rights at his home plant).

4. Whenever an employee is hired under preferential hiring, a copy of such notice of hire should be sent to the Employment Manager of the home plant.
5. If the applicant does not physically qualify based upon his physical examination, fails to respond within the allotted time, or declines the offer of a job opportunity at the requested plant, his application for all plants will be cancelled. The home plant Employment Manager must be notified of this.
6. If the applicant cannot be reached and is, thus, unavailable for consideration for the current job opportunity, his application should be put aside and not acted upon, unless he contacts the requested plant and reopens it.

D. ACCEPTANCE OF JOB OPENING

1. Upon acceptance of a job opening, the laid off employee shall be informed of the arrangements for his physical examination. Where possible, pre-employment physical examinations will be given in the general area of the plant from which he was laid off.
2. If his physically qualifies, he will be notified by telephone or telegram as to the date and time he is to report for work. He will be granted a reasonable period of time in which to report for work, but not to exceed 7 calendar days from the date of such notification.

E. REFUSAL OF JOB OFFER

1. If the laid off employee refuses an opening in another plant, he shall forfeit his preferential hiring rights for his current lay-off period. Such refusal will not prejudice his right to recall at the plant from which he was laid off or his right to benefits under the Supplemental Unemployment Benefits Plan and the Pension, Insurance, & Service Award Agreement, provided he is otherwise eligible for such benefits.
2. Laid off skilled trades employees may refuse an opening in a non-skilled trade job without forfeiting their preferential hiring rights to an opening in a skilled trade job.
3. Preferential hire applicants will be offered a temporary job at a plant but may refuse without forfeiting their preferential hiring rights. If a preferential hire applicant refuses a temporary job offer, he will be bypassed for further temporary job offers at that plant during his current period of layoff.

A temporary job, relating to this subject, is defined as a job which at the time of the opening is temporary in nature but could later change into a permanent job.

F. RECALL FROM HOME PLANT

1. If the applicant is recalled from his home plant before he is given a work offer by the requested plant, the Employment Manager of the home plant must inform the Employment Manger of the requested plant to cancel the application.
2. If the applicant is recalled to his some plant after he begins work at the requested plant, the Employment Manger of the home plant must:
 - a. Wire the employee that he is being recalled and under what conditions. Also, a recall notice should be sent by certified mail if required to do so under the provisions of the local contract.
 - b. Phone the Employment Manager of the requested plant informing him of the pending recall and ask him to contact the employee immediately and ascertain in writing if the employee is going to accept the recall at his plant. The Employment Manager of the requested plant should inform the Employment Manager of the home plant by telephone of the employee's decision, and if his is to return to the home plant, arrange a mutually agreeable date for the employee to report at the home plant. 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. The Employment Manager of the requested plant should inform the employee in writing of the date he must report to the former plant and arrange that he "quit with notice".
 - c. If the employee's decision is not to answer recall to the former plant, he must sign the Recall Waiver Form (EXHIBIT "D"). A copy of this form must be sent to the former plant. If the employee decides later to revoke the waiver, a copy must be mailed no later than the next working day. When the former plant received the revoke notice, it is to be date stamped and recall consideration should begin as of that date.

G. RESIGNATION FROM REQUESTED PLANT (OTHER THAN RECALL TO HOME PLANT)

An employee who resigns from the plant in which the employee was preferentially hired, must provide at least two (2) weeks written notice. Failure to provide notice shall result in loss of recall rights at all other plant and the employee will be terminated. If the employee provides at least two (2) weeks written notice, such resignation will be prejudice his rights to recall at other plants from which he was laid off or his right to benefits under the Supplemental Unemployment Benefits Plan and the Pension, Insurance, & Service Award Agreement, provided he is otherwise eligible for such benefits. Such employee who resigns remains subject to the recall eligibility requirements specified in the first paragraph of Article X, Section 1 (a) 7.f) of the Collective Bargaining Agreement.

H. GENERAL

1. If the employee is terminated from the plant into which he was hired, the Employment Manager must inform by note the Employment Manger of the former plant (s) to which the employee would have had recall rights.
2. When an employee accepts a job opportunity as outlines above, he is considered a new hire and is not an employee being recalled from layoff or an employee returning to the payroll as those terms are used elsewhere in the Collective Bargaining Agreement. When an employee accepts a job opportunity as outlined

above, he will be credited with service as provided in Paragraph 7. and 8. A copy of his previous personnel records should be sent to the requesting plant.

3. If an employee files an application for preferential hiring at a plant other than his home plant, a copy of the application should be mailed to the Employment Manager of the home plant, and the application should thereafter be handled as if it had been filed at the home plant.
4. Should more than one applicant be eligible for consideration under this program for the same job opening, the job opportunity will be offered in order of total Company bargaining unit seniority.
5. Preferential hiring rights apply only to employees on regular layoff and consequently do not apply to employees on voluntary or optional layoff.
6. In order to keep records in order, each requesting plant must keep an Application Register separate from the regular applicant log consisting of the following minimum entries.
 - a. Name
 - b. Date Application Received
 - c. Date Letter Sent Informing Applicant of Opening
 - d. Date of Physical Examination
 - e. Date Applicant Reported
 - f. Date Available to Begin Work
 - g. Date of Hire
 - h. Date and Reason, if Rejected for Employment
 - i. Date, if Completed Application Form is returned to Applicant

NOTE: The completed application form should be returned to the applicant when he submits an application and his availability date is beyond a reasonable length of time from the time the job opening needs to be filled.

The home plant must also keep a Register consisting of the following minimum entries:

- a. Name
- b. Date of Application
- c. Plant Requested
- d. Date Application Sent
- e. Date of Hire
- f. Date of Recall

7. Before an employee with preferential hiring rights is turned down for any reason, contact should be made with the Manager of Labor Relations in Akron.
8. Preferential hires covered by Article X, Section 1 (a) 7. 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 request, be granted up to two (2) weeks 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.

I. PLANT CLOSING

Exhibit "E" outlines the preferential hiring rights to which employees are entitled under Article X, Section 1 (a) 8. and the procedures that must be followed in the exercise of these rights. Employees will be given a copy at the time of a plant closure.

J. FORFEITURE OF RECALL RIGHTS – PAYMENT

An employee who preferentially hires will receive a Relocation Allowance in accordance with Article X, Section 1 (a) 9. Each time he preferentially hires to another plant and forfeits all eligible recall rights in writing (EXHIBIT F).

In addition, 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 Article X, Section 1 (a) 9.

Sincerely,

/s/ R.L. Ward
Manager Human Resources

RLW/gcj

Outside Letter # 31B Appendix B

February 19, 2004

Mr. Jim Wansley, President
Local 746L, USWA
13624 State Hwy 31 West
Tyler, Texas 75709

Dear Mr. Wansley:

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:

Each applicant for preferential hire should have their work record reviewed at the time of layoff.

The "sending" plant is responsible for the determination of whether an applicant is "acceptable" or "not acceptable" for preferential hire.

Applicants will be determined "not acceptable" for preferential hire for one of the following reasons:

Work record contains a current or active Last Chance Letter of Commitment/ Loss of Value Letter.

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.

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,

/s/ R.B. Pickette,
Human Resource Manager

(Original letter came from Master CBA Letter 25 dates August 20, 2003 from J. L. Allen to Andrew V. Palm)