

NLRB-4775

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied  
Industrial and Service Workers International Union, Local 2L, AFL-CIO-CLC  
(Goodyear Tire & Rubber Co.), Case No. 8-CB-10740

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** --- Within 14 days from approval of this agreement the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. Not applicable

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. Execution of this settlement agreement does not constitute an admission that the Charged Party violated the National Labor Relations Act, as amended.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2L, AFL-CIO-CLC		Charging Party Frank C. Steen III	
By: Name and Title <i>[Signature]</i>	Date	By: Name and Title <i>[Signature]</i> Attorney for Charging Party	Date 8/3/07
Recommended By <i>[Signature]</i> Board Agent	Date 8-8-07	Approved By <i>[Signature]</i> Regional Director	Date 8/14/07

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Charged Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2L, AFL-CIO-CLC		Charging Party Frank C. Steen III	
By: Name and Title <i>Melvin P. Steen - attorney</i>	Date 8/13/2007	By: Name and Title <i>Frank C. Steen III</i>	Date
Recommended By: <i>[Signature]</i>	Date 8-8-07	Approved By: <i>[Signature]</i>	Date 8/14/07
Board Agent		Regional Director	



# NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

Section 7 of the National Labor Relations Act gives employees these rights:

- To organize;
- To form, join or assist any union;
- To bargain collectively through representatives of their own choice;
- To act together for other mutual aid or protection;
- To choose not to engage in any of these protected concerted activities

**WE WILL NOT** threaten bargaining unit employees with internal union fines and termination, bring bargaining unit employees up on disciplinary charges, hold trials and fine employees because they resign from union membership and choose to work during a time when the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2L is on strike.

**WE WILL NOT** coerce and restrain bargaining unit employees at employees' residences by threatening them in order to retaliate against them for resigning their union membership and choosing to work during a strike, including using bullhorns to intimidate them.

**WE WILL NOT** coerce and restrain bargaining unit employees by filing grievances in which we request that the Employer (Goodyear) terminate or otherwise discriminate against unit employees because they resigned from union membership and choose to work during a strike.

**WE WILL NOT** in any like or related manner, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

**WE WILL** withdraw grievances P #1-07 and P #2-07 and completely expunge from our records and files all reference to these grievances and we will provide written notification to David Dann, Tony Sando and Frank C. Steen III that this has been done.

**WE WILL** completely expunge and excise from our records and files all reference to the charges that we brought against Scott Lauby, David Dann, Tony Sando and Frank C. Steen III and the internal union trials held regarding Lauby, Dann, Sando and Steen and the fines that we levied against Dann, Sando and Steen and we will notify them in writing that such action has been taken.

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

By: \_\_\_\_\_

United Steel, Paper, and Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial and Service Workers International  
Union, Local 2L, AFL-CIO-CLC

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).