

Course of Remediation
July 18, 2023

The United States and Mexico agree to this Course of Remediation for purposes of United States-Mexico-Canada Agreement (USMCA) Annex 31-A (United States-Mexico Facility Specific Rapid Response Labor Mechanism) for the Denial of Rights determined by Mexico to exist at the Goodyear SLP, S. de R.L. de C.V. (Goodyear), facility in the city and state of San Luis Potosí, Mexico. The agreed-upon date for remediation is January 19, 2024; however, each action specified in the Course of Remediation must occur by the date specified for such action in the Course of Remediation. The Parties will meet regularly to share information about and closely monitor implementation of this Course of Remediation.

Mexico, in accordance with its legislation, shall ensure that Goodyear undertakes the following actions:

1. Wages and Benefits

- a. Provide a list of all workers who have been active at the facility at any time in the past 12 months. The list shall include information about the activities each worker performs, specifically whether such activities are considered to be part of the transformation of rubber for manufacturing and whether workers are trusted personnel, Goodyear's position on whether each worker is covered by the sector-wide agreement (*contrato ley*) and the dates of each worker's employment, to allow Mexico to determine and ensure proper classification of workers and proper provision of wages, benefits and working conditions. The benefits covered under these agreements include, but are not limited to, the following: i) the provisions regarding salary, ii) the length of the workday and work week, iii) rest and vacations, iv) severance pay, v) *aguinaldo* bonus, vi) savings fund, vii) union sanctions, viii) collective life insurance, ix) social welfare fund; and x) facilities for union activities. This will be completed by August 1, 2023.
- b. Apply the *contrato ley* at this facility. Any benefits not currently being provided to covered workers shall be provided, so long as those benefits are not inferior to those benefits Goodyear currently provides to covered workers. This will be completed, in consultation with the Federal Center and the workers, by January 19, 2024.
- c. Continue to apply any and all wages and benefits provided for under the collective bargaining agreement negotiated in 2022 or otherwise currently provided to covered workers that are superior to the terms of the *contrato ley* until such time as an agreement is otherwise reached with workers through a collective bargaining process consistent with Mexican law.
- d. Fully compensate each covered worker in the appropriate amounts, as determined by Mexican law, for any wages or benefits that worker did not receive as a result of Goodyear's failure to apply the *contrato ley*. This will be completed by October 19, 2023.

- e. Report to Mexico its progress on implementation of the above requirements, identifying the wages and benefits provided to workers as of that date, and the anticipated timeline for the implementation of any remaining changes.

2. Dissemination of Agreements

- a. Circulate the most recent copy of the *contrato ley* (2015) and its integral revision (2017) to workers at the facility and inform them in writing that it continues to be valid and current under Mexican law. New workers will also receive a printed copy of these agreements on their first day of work. Goodyear will provide copies of those written communications to Mexico and include the dates and method in which they were conveyed to workers. Mexico will provide these communications to the Office of the United States Trade Representative. This will be completed by July 30, 2023.

3. Neutrality Statements and Company Guidelines

- a. Disseminate to workers, by electronic and physical means, and post in prominent and visible areas of the workplace a public statement acknowledging its commitment to respect the rights of freedom of association and collective bargaining, including the right of workers to belong to the union of their choice, and affirm, from this point forward, its neutrality and non-interference in union activities, and will abide by the commitments in the public written statement moving forward. This will be completed by July 30, 2023. New workers hired during the term of the Course of Remediation will receive the statement at time of hire and the posted statement will remain posted for the duration of the Course of Remediation.
- b. Issue transparent guidelines explaining the rights that it will provide to union representatives and advisors with a presence in the plant to carry out union activity during the work day, consistent with Mexican law. This will be completed by August 30, 2023.

4. Non-interference in Union Votes

- a. Support the right of its workers to determine their process for union certification and representation without coercion. If the Federal Center for Conciliation and Labor Registration (CFCRL), the Labor Courts, or any other Mexican governmental entity orders a vote on union certification or representation, Goodyear will provide all the necessary facilities to carry out the personal, free, direct, and secret vote for its workers.
- b. Prior to any such vote at the facility, post and distribute a neutrality statement and statement of zero tolerance for interference or retaliation related to union activities or the upcoming vote, as well as a commitment to respect the majority decision of

any such vote. Additionally, Goodyear will commit to guaranteeing the safety of workers and the voting processes at the facility. This will be completed by July 30, 2023.

5. Training for Workers

- a. Train all company personnel on the company guidelines and neutrality statements, outlined in paragraphs 3 and 4, as well as the rights to collective bargaining, freedom of association, and the *contrato ley*. Goodyear will begin these trainings no later than August 30, 2023 and will commit to carry them out annually.

6. Complaint Mechanisms

- a. Install, maintain, and publicize the existence of a telephone line or direct email address, and a system of anonymous and confidential messages to the company, to which workers can report violations of their rights and breaches of company guidelines and policies. Goodyear commits that there will not be any discrimination, reprisals, threats, harassment or violence against workers who utilize the mechanism. This will be completed no later than August 15, 2023. Allegations will be thoroughly investigated by the company and will address issues in a timely manner.
- b. Post information about how workers can file complaints with Mexico related to violations of their rights. Goodyear commits that there will not be any discrimination, reprisals, threats, harassment or violence against workers who contact Mexico to raise concerns. This will be completed no later than August 15, 2023.

Mexico, through the authorities listed below, shall:

1. The Ministry of Labor and Social Welfare (STPS) will inform workers of the reasons that led Mexico to determine there is an ongoing denial of rights at the facility, as well as the scope and content of the Course of Remediation. This will be completed by August 4, 2023.
2. STPS and the CFCRL will conduct in-person workers' rights training for all company personnel during normal working hours and post and distribute informational material at the facility including with respect to freedom of association, collective bargaining, and the *contrato ley*. The training will also specifically include the topic of the *contrato ley*, its applicability to workers at the facility, and the rights, benefits and working conditions that it establishes.
3. The CFCRL or STPS will monitor the facility, including by conducting periodic inspections at Goodyear's facility related to the obligations of this Course of Remediation and compliance with Mexican laws related to freedom of association and collective bargaining. STPS will share the results of this monitoring with the United States as well as with Goodyear.

4. If as a result of the monitoring mentioned in the paragraph above, the CFCRL or STPS find any act or omission that implies non-compliance with this Course of Remediation, STPS will initiate sanction proceedings, in accordance with Mexican law, and if applicable, will impose the corresponding sanctions on persons, labor organizations, or the company.
5. The CFCRL will continue to publish and disseminate materials that explain key issues related to the rights of workers to freedom of association and collective bargaining, including the law related to and existence of *contrato ley*, to increase public awareness on the rights of workers and the responsibilities of employers, particularly at facilities covered by a *contrato ley*.