

AGREEMENT

BETWEEN

**LYONDELL
Chemical Co**

BAYPORT PLANT

and

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL UNION NO. 564,

AFLCIO

AUGUST 14, 2020

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AGREEMENT

This Agreement is made and entered into this 14th day of **August, 2020** by and between Lyondell Chemical Company, Bayport Plant located at 10801 Choate Road, Pasadena Texas, hereinafter referred to as the "Company", and the International Union of Operating Engineers, AFL-CIO, Local #564, hereinafter called the "Union".

ARTICLE 1 PREAMBLE

It is the intent and purpose of the parties hereto that this AGREEMENT shall promote cooperative and peaceful industrial and economic relations between the Company, the Union and the Employees through collective bargaining. There shall be no discrimination, interference, restraint or coercion by either the Company or the Union, or agents of either, or by employees, against any employee because of membership or non-membership in the Union.

ARTICLE 2 RECOGNITION

The Company recognizes the Union as the sole collective bargaining representative for all operators, operator helpers, instrument technicians, laboratory technicians and warehouse employees employed at the Company's Bayport, Texas plant located at 10801 Choate Road, Pasadena Texas. All other employees, including office and clerical employees, engineers, engineering assistants, chemists, draftsmen, professional employees, guards, watchmen, and confidential management and supervisory employees, as defined in the Act are specifically excluded.

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

Section 3.1: During the term of this Agreement, there shall be no strike, slowdown, refusal of work assignments, or any other interference with, or impeding of work or operations, or any other stoppage of work which restricts or interferes with operations, including but not limited to sitdowns, slowdowns, stayings, picketing, or refusal to cross picket lines except if such action is a protected activity in accordance with the National Labor Relations Act, as amended.

Section 3.2: No employee shall participate in any such activities as stated in Section 3.1, and the Union will not authorize, instigate, or condone any such activities, Upon notification by the Company that a violation of this Article exists, or is threatened, the Union shall immediately take all steps within its power to prevent or terminate any violation of this Article. Any employee who violates

Section 3.1 of this Article may be discharged or otherwise disciplined, whether such action is taken against all of the participants or against only selected participants. However, any such disciplinary action shall be subject to the grievance procedure to ascertain if such discipline or discharge is for just cause.

Section 3.3: The Company agrees that it will not engage in any lockout during the term of the Agreement.

ARTICLE 4 COOPERATION

The Union pledges for itself and its members that they will fully cooperate in the following: All safety, health and security measures established by the Company; the reduction of shrinkage of all kinds, in materials, tools, Machinery, equipment, and all Company property, by means of careful handling and use, in minimizing breakage and losses of any kind caused by careless handling; in maintenance of high standard of quality and quantity in the performance of all activities through efficient and careful workmanship; and in aiding in the reduction of absenteeism.

Each employee will, at reasonable times, keep the Company notified of their current mailing address and telephone number.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1: Any difference or dispute between the Company and the Union or the employees covered by this agreement as to the interpretation, application, or claimed violation of any of the provisions of this agreement shall constitute a grievance, which shall be settled in accordance with the provisions of this Article.

Section 5.2: A grievance not appealed to the next step within the time limits specified shall be considered closed and settled on the basis of the Company's last answer. If the grievance is not answered within the time limits specified, it may be appealed to the next step as if it has been answered.

Section 5.3: The employees covered by the terms of this agreement shall elect a committee from the permanent employees, not to exceed four members and one designated silent scribe, to represent them in grievances with the Company. These representatives shall herein after be referred to as the "Plant Union Committee" or "PUC". Regularly scheduled monthly meetings involving the Local Union Business Representative, Plant Union Committee or an alternate, in the case of a Plant Union Committee member receiving benefits under Article 8 or Article 18, and the Company, shall be held at mutually agreeable places and times in order to promote cooperative and peaceful industrial relations.

The Union may designate a grievance representative for the Instrument Department, Warehouse, and for each shift of operation's Plant I, Plant II, Plant III, Tank Farm and Laboratory. In addition, the Union may designate an Alternate for each grievance representative who shall be recognized at such times as the regular grievance representative is off work because of vacation, sickness, etc.

If any employee, grievance representative, or member of the Plant Union Committee, is called into a grievance meeting by the Company during his scheduled hours, he shall be paid for all time lost from his regularly scheduled hours at his prevailing rate of pay. No time will be paid for the time spent outside the regularly scheduled hours of any employee, grievance representative, or member of the Plant Union Committee if such meeting is held outside the regularly scheduled working hours of such employee, grievance representative, or member of the Plant Union Committee. Members of the Plant Union Committee, grievance representative, or employee shall not be paid for time so spent after a matter has been referred to arbitration, except that each employee who is a witness in an arbitration hearing will be paid up to one hour's pay at the applicable hourly rate for lost time. No time shall be taken off from work by any employee for Union activities without the prior approval of the employee's supervisor or the Manager, Human Resources.

Section 5.4: Grievances shall be settled in the following manner:

Step 1: Any employee who believes he has a just grievance shall discuss the grievance with his immediate supervisor in an attempt to settle same. If the employee is not satisfied with his supervisors' answer and chooses to process his grievance further, he shall set it forth in writing. It shall be dated and signed by the grievant on a form agreed to by the Company and the Union. Such written grievances, in order to be processed, must be delivered by the employee to his supervisor within five (5) days following the occurrence of the event upon which the grievance is based. The supervisor shall answer the employees' grievance in writing, with a copy to the Human Resources Manager and the involved department head within five (5) days. A copy of the written grievance and Step 1 answer will be furnished to the Plant Union Committee and the Local Union Business Representative.

Step 2: If the grievance is not settled in Step I, it may be appealed to Step 2 by the Chairman, Plant Union Committee or his designee, provided such an appeal is presented in writing to the manager, Human Resources, within ten (10) days following the written answer in Step 1. Discussion of the appealed grievance shall take place between representatives of the Company, the Business Representative of the Union and not more than two members of the Plant Union Committee at the earliest date of mutual convenience following receipt of the notice of appeal, but not later than ten (10) days thereafter. The Company shall, answer the appeal in

writing within ten (10) days after the Step 2 meeting. A copy of the Step 2 answer will be furnished to the Plant Union Committee, Local Business Representative, and the grievant.

Step 3: If the grievance is not settled in Step 2, it may be appealed by either party to binding arbitration, provided that notice of such appeal is given in writing to the other party within fifteen (15) days following the written answer in Step 2. Within 45 days of the delivery by one party to the other of the written appeal to arbitration, the party who initiates the written appeal to arbitration shall address a request to the Federal Mediation Conciliation Service to provide a panel of seven arbitrators. If the panel request is not submitted within the required 45 day period by the party initiating the appeal, the appeal to arbitration will be considered withdrawn. Upon receipt of the seven member panel, the parties shall each alternately strike one name until but one remains, and the remaining one shall be the impartial arbitrator for the case. The panel will consist of only arbitrators who are a member of the National Academy of Arbitrators. The decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall have authority only to interpret and apply the provisions of the agreement and shall have no authority to add to, detract from or alter its terms. Expenses of the arbitrator and other expenses of arbitration for items approved by both parties shall be shared equally by the Company and the Union. Questions concerning arbitration must be decided by the impartial arbitrator before any decision on the merits of any particular case. The arbitrator shall have no authority over the terms of any agreement or over matters not covered by this contract or excluded from the grievance procedure hereunder.

Section 5.5: For the purposes of defining the time limitations specified in this article, the term "days" shall mean weekdays excluding Saturdays, Sundays, and Company-recognized Holidays. For purposes of computing time periods, the day from which the period of limitations runs is not counted.

Section 5.6: The Business Representative of the Union shall notify the Company in writing, the names of employees who are selected as grievance representatives by department and the four members of the Plant Union Committee. The Company shall be notified promptly of any subsequent changes of these representatives.

Section 5.7: The Union Negotiating Committee shall not exceed the four (4) member PUC and one designated silent scribe. The Company will pay up to a cumulative total of twenty-five (25) days to be distributed amongst the committee, for days which they otherwise would be scheduled to work, which instead are spent in scheduled negotiations between parties.

ARTICLE 6 DISCHARGE CASES

Section 6.1: When the Company discharges an employee and the employee considers that such action is not justified, the Union may file with the Manager, Human Resources, at Step 2 of the Grievance Procedure, a written grievance protesting such discharge, provided the grievance is filed within five (5) days following such discharge. If a written grievance is not filed within that time, the case shall be closed. If the grievance is filed within that time, a meeting shall be held between the Company and the Union within five (5) days after the grievance is filed.

Section 6.2: Should a determination be made to reinstate a discharged employee, said employee shall be reinstated without loss of seniority rights.

Section 6.3: At such time as the employer determines it may wish to discharge an employee, the Company shall advise the Chairman of the Plant Union Committee, or his designate, who shall be afforded the opportunity to be present at the time of discharge.

ARTICLE 7 HOLIDAYS

Section 7.1: The following days shall be observed as holidays under this agreement:

- New Year's Day
- George Washington's Birthday - Third Monday of February
- Good Friday
- Memorial Day - Last Monday in May
- Independence Day
- Labor Day
- Thanksgiving
- Friday following Thanksgiving (#2)
- Christmas Day
- Floating Holiday (#1)

Select one of the existing Holidays and make it the third (3rd) floater for 12 hour shift employees.

Section 7 2: Shift workers will observe holidays on the day on which they fall. Shift workers will schedule the Floating Holiday (#1) and/or the day after Thanksgiving (#2) as vacation days as appropriate. Non-shift day workers will observe Sunday holidays on the following Monday and Saturday holidays on the preceding Friday. Take the selected holiday (above) and identify it as "Floater #3".

Section 7.3: (A) In order to be eligible for holiday pay, an employee must be on the active payroll on the date the holiday occurs and must have worked his last scheduled working day immediately preceding the holiday and his first scheduled working day immediately following the holiday. If an employee misses a part of the scheduled workday before or day after a holiday, the holiday pay will be reduced by the percentage of the scheduled workday missed.

(B) If an employee has missed work on either the day before, the day of or the day after the holiday for reasons other than vacation as defined in Article 8, court service as defined in Article 15, funeral leave as defined in Article 14, authorized Company or Union business, they will not be paid holiday pay.

Section 7.4: Holidays not worked will, for the purpose of computing overtime for hours worked in excess of forty in a week, be considered as a day worked if the holiday falls on a day in which the employee would normally be scheduled to work.

Section 7.5: Employees receiving benefits under Article 18, shall not be eligible to receive holiday pay.

Section 7.6: When a holiday occurs during an employee's vacation, the employee will receive eight hours holiday pay in addition to his vacation pay.

Section 7.7: (A) An employee who is temporarily promoted on a holiday shall receive holiday pay based on his temporary rate of pay.

(B) Eligible shift workers are paid a holiday allowance of 8 hours at the 8 hour base rate (HBR).

(C) Eligible shift workers who work on the holiday on their regular schedule receive the holiday allowance plus 1.5 x the 12 HBR for all hours worked on the holiday All hours over 12 are paid a 2 x 8HBR. If the holiday falls on the 12 hour employee's 4/8 split day, the 8 hour in-schedule OT portion of the shift will be paid at 2 x 12 HBR.

(D) Eligible shift workers who work a holiday outside their regular schedule will receive 2 x the 8 HBR for all hours worked on the holiday, including applicable shift premium, plus the holiday allowance.

Section 7.8: (A) An employee who is eligible to be paid for a holiday allowance and the holiday falls inside of schedule, he will receive the holiday allowance and 1.5 x his applicable HBR for hours worked on the holiday.

An employee who is eligible to be paid for a holiday allowance and works on the holiday outside of schedule will receive the holiday allowance and 2x his applicable 8 HBR for hours worked on the holiday.

(B) An employee who works on a holiday, but is not eligible for holiday pay, will receive 1.5 x his applicable 8 HBR for hours worked on the holiday in schedule and 2 x his applicable 8 HBR on the holiday outside of schedule.

ARTICLE 8 VACATIONS

Section 8.1: To permit more desirable vacation scheduling for employees working 12 hour shifts, employees eligible for less than 160 hours of vacation will have two designated holidays as floating holidays and employees with 160 hours of vacation or more will have three designated holidays as floating holidays to be taken in conjunction with vacation days. Each employee on the active payroll who meets the eligibility conditions set forth below shall be entitled to a vacation with pay as follows;

Employee's Continuous Service	Length of Vacation (hours)
Hired during first quarter	80
Hired during second quarter	56
Hired during third quarter	32

Beginning with the calendar in which the employee completes:

1 year of service	80
5 years of service	120
10 years of service	160
20 years of service	200
30 years of service	240

Shift employees taking required floating holidays in conjunction with vacation will receive the holiday allowance at 8HBR.

Section 8.2: Company seniority will be used in determining the amount of vacation eligibility.

Section 8.3: Vacation allowance will be paid at the 8 HBR.

Section 8.4: Vacations shall be scheduled subject to 8.7 of this article. Employees may take their vacations in one or more day increments. Requests for one day vacations, other than bona fide emergencies must be made 48 hours in advance.

Section 8.5:

(A) Upon immediate retirement, death, or total and permanent disability an employee shall receive prorated vacation for the vacation time which he has accrued, but has not taken, based on one-twelfth of such pay for each full month of service.

(B) No employee shall be eligible to receive any benefits under this article if he quits without giving seven days notice.

Section 8.6: Vacations may not be postponed from one year to another, nor may vacations for two years be taken in consecutive periods, without the prior approval of the Manager, Human Resources.

Section 8.7: The scheduling of vacations is subject to the prior approval of the Company. An employee may take all of his annual vacation at one time. The Company will endeavor to accommodate employees who have expressed a preference for a certain vacation period by Departmental seniority, but the final right to allot and change vacation periods is vested with the Company. The Company also has the right to reschedule the dates of vacations in cases of emergency.

Section 8.8: Vacation allowance shall be scheduled, taken, charged and paid in accordance with the employee's normal work schedule.

**ARTICLE 9
MANAGEMENT CLAUSE**

The Company shall continue to have and exercise all of the rights which it had prior to the selection by the employees of a collective bargaining agent, except as such rights are relinquished or modified by provisions of this agreement. Such rights include, by way of illustration and not limitation, the right to manage the Company's business, including the planning, direction, control, modification, transfer, removal or elimination of any or all operations; the right to determine the number, scope, and functions of all or portions of the operation, and to add, eliminate or consolidate portions of the operation; to hire, assign, schedule, layoff, discipline, discharge, suspend, promote, demote, or transfer employees and determine the number to be employed; to determine the products to be manufactured and the methods, means and personnel by which operations are to be carried on; to determine the amount of overtime to be worked, if any; to introduce new, different or improved methods or facilities or to change or modify methods or facilities; to establish, maintain and enforce rules and regulations which are not in conflict with the provisions of this agreement, to determine employee's skill, ability, qualifications and physical fitness; and to determine what work, if any, shall be performed by outside contractors.

**ARTICLE 10
UNION RIGHTS**

Section 10.1: Upon receipt of a signed authorization, in the form designated herein, properly executed by a bargaining unit employee covered by this Agreement, the Company agrees to deduct from such employee's pay any Union initiation fee and/or Union dues, owed by such employee to the Union, during the period specified in said authorization. Said deduction and/or deductions shall be forwarded by the Company to the Financial Secretary of the Union on or before the 20th day of the month following the pay period in which said deduction and/or deductions are made.

Section 10.2: The form for authorization of initiation fee and/or dues shall be as follows:

"I, _____ a member of Local Union No. 564, International Union of Operating Engineers, hereby assign to said Local Union the regular monthly membership dues of said Union. In addition to monthly membership dues I hereby assign to the above named Union a total of \$_____ for one month for initiation fee.

I hereby authorize my employer after receiving this assignment to make these deductions and remit same to the Financial Secretary of said Local Union. This assignment and authorization shall become effective as of the date it is executed

and shall be irrevocable for the period of one year or until the termination of the current collective bargaining agreement between the Company and the Union, whichever occurs earlier and this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Company and Union, whichever period shall be shorter, unless written notice is given by me to the Company and the Union during the fifteen day period prior to the expiration of each period of one year, or of each applicable collective bargaining agreement, whichever occurs earlier.

(Date)

(Signature of Employee)

Section 10.3: The Union shall submit to the Company on or before the first day of each month a written list of its members from whom payroll deductions are to be made and shall also submit in writing the amount of the payroll deduction to be made from the pay of each such member. Payroll deductions in accordance with this Article shall be made when there is delivered to the Company the payroll authorization form designated above properly executed by the employee.

Section 10.4: No payroll deduction under this Article shall be made from the pay of any Union member employee who is permanently assigned to work which is not within the bargaining unit.

Section 10.5: The Company will not be responsible for any initiation fees and/or Union dues which are not collected or deducted due to any error of the Union, or due to the fact that an employee does not have sufficient compensation in the pay period in which a deduction is to be made to cover such deduction after all other proper payroll deductions are made, or due to the fact that an employee's name for any reason has been removed from the Company's payroll.

Section 10.6: The Union agrees to indemnify the Company against any and all claims or liability arising out of any improper payroll deductions made by the Company pursuant to this Article.

Article 11
(8 hour)
HOURS OF WORK, OVERTIME,
SHIFT AND HOLIDAY PEMIUMS,
SCHEDULE CHANGES, CALL-IN PAY

Section 11.1: The work day for Production personnel is the twenty-four (24) hour period beginning at 6 00 a.m. The work week for Production personnel shall commence at 6:00 a.m. Sunday.

(A) Hours in a day scheduled to work, in a regular scheduled workweek is defined as "inside of schedule".

Hours in a day not scheduled to work, in a regular scheduled workweek is defined as "out of schedule".

Section 11.2:

(A) Employees will be paid one and one- half times the basic straight rate for all hours worked:

1. In excess of 40 hours inside of schedule, in a workweek.
2. Outside of schedule in a workweek.

(B) Employees will be paid two times the basic straight time rate for all hours worked:

1. In excess of 16 hours worked in a day or in excess of 16 continuous hours whichever applies.
2. The rate of 2 x the 8 Hour Base Rate is paid for all hours worked by an 8 hour a day employee on the 7th consecutive day of work provided the employee has worked each day of the regular schedule and employee has worked 4 hours minimum on each of the scheduled days off within the 7 consecutive days.

Section 11.3:

(A) Overtime payments shall not be pyramided. The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. Hours paid at time and one-half under Article 11.6 and for work on a holiday will be counted in determining overtime payments for over 40 hours in a work week.

(B) Hours for which pay is received but not worked will not be counted in the computation of overtime except as follows:

1. Holidays falling on scheduled workdays for which an employee is excused from work and paid.
2. Vacation.
3. Time paid under Article 5.3.
4. Funeral Leave under Article 14.
5. Court Service under Article 15.
6. Company Business.

(C) The regular shift schedule is 6:00 a.m., to 2:00 p.m. (day shift). The above schedule shall remain in effect for the term of the Agreement unless there exists a business necessity for change.

Section 11.4:

(A) Shift differentials shall be added to the earnings of the employees required to work during the hours indicated in the following schedule for each hour worked during such period: Day loaders will receive .50/hr. shift differential for hours worked from 2:00 p.m.-10:00 p.m. and \$1.00/hr. for hours worked from 10:00 p.m.-6:00am.

(B) Shift differential is considered as part of the base rate of pay in computing the overtime and premium pay, but is not included in the computation of any amount paid for time not actually worked.

Section 11.5: Employees scheduled or called back to work after leaving the plant outside their regular schedule will be paid for all hours worked at the applicable rate or for a minimum of four hours straight time pay, whichever is greater. This does not apply to "early starts" scheduled in advance prior to the employee leaving the plant.

Section 11.6:

(A) Where possible, employees will be given forty-eight (48) hours notice of schedule change. If such notice is not given, time and one-half the straight time hourly rate shall be paid for the first eight (8) hours of work on the new schedule. No premium will be paid if the schedule change is made at the request of the employee. When an employee's schedule is changed back from a new schedule, during a work week, they shall be paid one and one-half times the straight time hourly rate for the first eight hours of the change.

(B) When a schedule change results in an employee working outside of schedule (new) he will be paid 1.5 x 8HBR for all hours worked.

Section 11.7: The Company agrees to allocate overtime among available qualified personnel as equitably as practicable, consistent with operational requirements, in accordance with the following overtime procedures. When overtime is necessary, it shall be offered in the inverse order of accumulated overtime credits, hereafter referred to as low employee first.

(A) Overtime need is known eight (8) hours or less in advance:

1. The Company shall have the freedom to cover any vacancy by either assigning the extra operator or moving vacancies as necessary.
2. The overtime shall first be offered to low-qualified employees, within the classification on the unrelieved shift.
3. If no qualified employee within the classification accepts the overtime, the overtime shall be offered to the low-qualified employee within the next lower classification on the unrelieved shift.
4. If no employee accepts the overtime in accordance with the above, then the low-qualified employee within the classification on the unrelieved shift will be required to work.
5. Firewatch overtime follows the same steps listed above, but with no regard to classification.

(B) Overtime need is known more than eight (8) hours in advance:

1. The Company shall have the freedom to cover any vacancy by either assigning the extra operator or moving vacancies as necessary.
2. The overtime will first be offered to the low-qualified employee in the classification regardless of shift.
3. If no qualified employee within the classification accepts the overtime, the opportunity to work the overtime will then be offered to qualified employees in the next lower classification, if any, in accordance with their overtime credits regardless of shift.
4. If no employee accepts the overtime in accordance with the above then the low-qualified employees within the classification on the unrelieved shift will be required to work.
5. Firewatch overtime follows the same steps listed above, but with no regard to classification.

(C) Charging of Overtime:

1. Employees will be charged all overtime hours worked
2. Overtime hours and stand-by occurrences will be zeroed on the effective date of the general wage increase.
3. An employee transferring from one overtime group to another will transfer his overtime hours. When an employee changes

- classification his overtime hours will be an average of those in his new classification within the overtime group.
4. An employee's overtime hours and stand-by occurrences will be adjusted to the average of his classification, in his paired shifts overtime group when he returns to work after a personal injury, sickness, or extended excused leave of absence of sixty (60) or more consecutive calendar days.
 5. All overtime worked involving training, specifically ERT, HAZMAT, Rescue, EMT, PLUS, Shift Training, Fire School, and other required Safety training will not be charged to an employee's overtime record.
 6. An employee is required to furnish the Company with a working telephone contact number.
 7. An employee's overtime record shall be available for **his** review.
 8. When an operator trainee qualifies on a job, he is to be averaged with all #2 operators in his work area and then be eligible for overtime on all jobs that he is qualified to perform.
 9. Departmental Seniority shall be used when offering overtime or stand-by. The most senior employee will be offered first and will be the person to be forced.
 10. An employee who is off sick is not eligible for overtime.

(D) Additional Guidelines:

1. Overtime groups will be Plant I, Plant II, Plant III, Tank Farm, Laboratory, by paired shifts, Instrument Shop and the Warehouse.
2. No employee shall be eligible for, nor allowed to, work overtime that would result in the employee working a third consecutive 16 hour day, overtime on the seventh day or over 16 consecutive hours. In order to avoid the above, overtime may be offered to low qualified employees outside the classification.
3. An employee shall not be eligible for overtime during a vacation period including days off in conjunction with vacation days, except that if no employee can be found to work overtime, an employee going on vacation may be required to work following his last shift worked in accordance with the above provisions.
4. Employees late one to six minutes shall be docked six minutes, seven to twelve minutes shall be docked twelve minutes, etc. In no event will the Company pay for more than 24 hours for the same job.
5. An employee will not be considered eligible for overtime until completion of temporary postponement of court service.
6. When an employee is assigned to fill a vacancy, he cannot be reassigned if by doing so overtime would be transferred from one classification to another.

7. Employees attending company training schools shall not be eligible for overtime. Members of the Plant Union Committee shall not be eligible for overtime when there is a scheduled monthly PUC meeting.

8. When the low man is not afforded overtime in accordance with Article 11:

(a) The employee will be allowed to make up the hours lost by working comparable hours and pay, anytime at his discretion, within thirty (30) days by giving the Company forty-eight (48) hours notice of his intent to work.

(b) Such employee working make up time will not be assigned to work which would eliminate overtime for someone else; i.e., work that would be worked on an overtime basis,

9 An employee shall be off at least 8 hours before being scheduled back to work after working 16 consecutive hours.

10. A. When additional firewatch is needed past the day shift and overtime is required, it will be offered to the low-qualified employee on the unrelieved shift, If no employee accepts the overtime, the low-qualified employee on the unrelieved shift will be required to work,

B. Firewatch overtime will be offered for duration of the assignment up to sixteen (16) hours in a day.

11. Employees having requested and received a shift swap (shift change) will be ineligible for overtime during the period they are on a different shift.

12. In filling out scheduled overtime, the low man should be determined by using actual hours in the overtime book plus scheduled overtime (up to the time of the overtime need).

13. TBHP Warehouse overtime covered under (8HOUR) 11 .7 A, B, C, and D of this section.

14. To insure safe and efficient operation of the Company's facilities, shift supervision may, under emergency circumstances, disregard this procedure in order to handle such circumstances.

15. Violations or misapplications of overtime distribution procedures shall be subject to the grievance and arbitration procedure.

16. An employee on disciplinary time-off will be ineligible for overtime until returning to the next regular shift schedule.

17. Vacancy is defined as last scheduled job worked in classification except where vacancy exists beyond an equivalent of three (3) sets, then the vacancy can be redistributed.

18. An employee who is off sick on work days in conjunction with days off shall not be eligible for scheduled or unscheduled overtime. Except, when an employee is released for work, the employee will

be eligible for ERT, Shift Training, HAZMAT, Rescue, PLUS, Fire School and other required Safety Training on the date approved released by supervision.

19. Employees will assist Supervision in the filling of Overtime. Supervision may direct questions or issues regarding filling of Overtime to any PUC Representative or Steward for resolution. PUC member or Steward will sign in writing on the agreed method to fill the Overtime after which the Union/Employee will have no basis to file a Grievance. Disagreements between PUC members or Stewards are also not subject to the grievance process once signed by any PUC member or Steward. It is understood that this proposal in no way modifies existing management rights nor infers that Supervision has to consult any PUC Representative or Steward on all Overtime to be filled.

**ARTICLE 11
(10 HOUR)
HOURS OF WORK, OVERTIME,
SHIFT AND HOLIDAY PREMIUMS,
SCHEDULE CHANGES, CALL-IN PAY**

Section 11.1:

(A) Work Day The work day for Instrument and Warehouse personnel is the twenty-four (24) hour period beginning at 6:00 a.m.

(B) Work Week: The work week for Instrument and Warehouse personnel shall commence at 6:00 a.m. Sunday.

(C) Regular Pay: will be paid to employees assigned to a regular 4-10 hour shift for all hours worked up to and including 40 hours in a work week.

(D) Hours in a day scheduled to work, in a regular scheduled workweek is defined as "inside of schedule".

Hours in a day not scheduled to work in a regular scheduled workweek is defined as "outside of schedule".

Section 11.2:

(A) Overtime Pay:

1. Overtime pay at 1.5 x the regular base rate is paid for hours worked in excess of 40 inside of schedule within the workweek.
2. Premium pay is paid at 1.5 x the regular base rate for all hours worked outside the employee's regular schedule.

(B) Seventh Day Overtime:

1. The rate of 2 x the 8 hour base rate for all hours worked by a 10 hour a day employee on the seventh (7th) consecutive day of work provided the employee has worked at least 7 hours minimum each regular schedule and the employee has worked 4 hours minimum on the scheduled days off within the 7 consecutive days.
2. Over 16 Hours: The rate of 2 x the regular base rate is paid for all hours worked by a 4-10 hour employee beyond 16 continuous hours or over 16 hours in a day.

Section 11.3:

(A) Pyramiding of Overtime: Overtime is not pyramided. If more than one overtime rate applies to the same time period the highest rate is paid.

(B) Hours for which pay received but not worked will not be counted in the computation of overtime except as follows:

1. Holidays falling on scheduled workdays for which an employee is excused from work and is paid.
2. Vacation.
3. Time paid under Article 5.3.
5. Leave under Article 14.
6. Court Service under Article 15.
7. Company Business.

(C) Ten Hour Schedule 4-10 hour days will constitute a regular work week. The workday will be from 6:00 a.m. to 4:30 p.m., which includes a thirty minute lunch break, without pay from 11:30 a.m. to 12:00 p.m. The above schedule shall remain in effect for the term of the Agreement unless there exists a business necessity for change.

Section.11:4:

(A) Under the 10 hour schedule, shift differential is not paid on any regular hours worked, but is paid on hours worked between 4:30 p.m. and 6:00 a.m. at \$1.00 per hour.

(B) Shift differential is considered as part of the base rate of pay in computing the overtime and premium pay but is not included in the computation of any amount paid for time not actually worked.

Section 11.5:

Employees scheduled or called back to work after leaving the plant outside their regular schedule will be paid for all hours worked at the applicable rate or for a minimum of four hours straight time pay, whichever is greater. This does not apply to "early starts" scheduled in advance prior to the employee leaving the plant.

Section 11.6:

(A) Where possible, employees will be given forty-eight (48) hours notice of schedule change. If such notice is not given, time and one-half the straight time hourly rate shall be paid for the first ten (10) hours of work on

the new schedule. No premium will be paid if the schedule change is made at the request of the employee. When an employee's schedule is changed back from a new schedule, during a work week, they shall be paid one and one-half times the straight time hourly rate for the first ten hours of the change.

(B) When a schedule change results in an employee working outside of schedule (new) he will be paid 1.5 x 8HBR for all hours worked.

Section 11.7:

The Company agrees to allocate overtime among available qualified personnel as equitably as practicable, consistent with operational requirements.

Section 11.8:

The Company agrees to allocate overtime among qualified personnel in classification. When overtime is necessary, it shall be offered in the inverse order of accumulated overtime credits, hereafter referred to as low employee first.

(A) Instrument Shop Overtime will be handled as follows:

1. Call out/Overtime will be maintained on separate lists. These lists will show the order of call outs and overtime in case of need. The call out/overtime order is determined by the number, employee with most occurrences/hours on bottom, employee with the least occurrences/hours on the top.
2. Hours accumulated on call out overtime will be added to employees total overtime hours in determining who is low for overtime.
Call out and overtime lists will be updated daily, Monday thru Thursday. Scheduled overtime that occurs on Friday, Saturday, and Sunday or off days will be offered by computing the overtime list to reflect high/low overtime hours, Call Out procedure will be used to fill call outs.
3. Overtime hours and call-outs will be zeroed on the effective date of the general wage increase.
4. Departmental Seniority shall be used when offering overtime or standby. The most senior employee will be offered first and will be the person to be forced.
5. Provisions:
 - A: In the event overtime is required through lunch, the technician working that particular task will be offered the overtime first. If the technician declines, the overtime will

revert to the overtime list and filled accordingly. First asked will be first forced.

B: In the event overtime is required 6 hours or less in a regular workday. If the task requires the technician to continue to work on such task, the technician will be offered the overtime first. If the technician declines, the overtime will revert to the overtime list and be filled accordingly. First asked will be first forced.

C: If the same task has required one or more technicians, the technician with the least overtime hours working that task will be offered the overtime first. If the technician declines, the next technician in sequence will be offered the overtime. Then, the overtime will be filled according to the overtime list. First asked will be first forced.

(B) Charging of Overtime:

1. Overtime is charged on hours paid basis in the overtime log based on each overtime opportunity worked by each employee.
2. An employee's overtime hours and stand-by occurrences will be adjusted to the average of his classification, in his paired shifts overtime group, when he returns to work after a personal injury, sickness, or extended excused leave of absence of sixty (60) or more consecutive calendar days.
3. All overtime worked involving training, specifically, ERT, HAZMAT, Rescue, EMT, PLUS, Shift Training, Fire School, and other required Safety training, will not be charged to an employee's overtime record.
4. An employee is required to furnish the Company with a working telephone contact number.
5. Each employee is expected to work his share of over time. Failure to work overtime and make necessary call-cuts could result in disciplinary action.
6. An employee's overtime record shall be available for his review.
7. An employee who is off sick is not eligible for overtime.

(C) Additional Guidelines

1. Overtime groups will be Plant I, Plant II, Plant III, Tank Farm, Laboratory, by paired shifts, Instrument Shop and the Warehouse.
2. No employee shall be eligible for, nor allowed to work overtime that would result in the employee working a third consecutive 16 hour day, overtime on the seventh day or over 16 consecutive hours. In order to avoid the above, overtime may be offered to a low-qualified employee outside the classification.

3. An employee shall not be eligible for overtime during a vacation period including days off in conjunction with vacation days, except that if no employee can be found to work overtime, an employee going on vacation may be required to work following his last shift worked in accordance with the above provisions.
4. Employees late one to six minutes shall be docked six minutes, seven to twelve minutes shall be docked twelve minutes, etc. In no event will the Company pay for more than 24 hours for the same job.
5. An employee will not be considered eligible for overtime until completion or temporary postponement of court service.
6. Employees attending Company training or on special assignments on-site shall be eligible for overtime and call-outs except 8 hours prior to the training or special assignment Members of the Plant Union Committee shall not be eligible for overtime when there is a scheduled monthly PUC meeting
7. When the low man is not afforded overtime in accordance with Article 11:
 - (a) The employee will be allowed to make up the hours lost by working comparable hours and pay, anytime at his discretion, within thirty (30) days by giving the Company forty-eight (48) hours notice of his intent to work.
 - (b) Such employee working make-up time will not be assigned to work which would eliminate overtime for someone else; i.e., work that would be worked on an overtime basis.
8. An employee shall be off at least 8 hours before being scheduled back to work after working 16 consecutive hours.
- 9 To ensure safe and efficient operation of the Company's facilities, shift supervision may, under emergency circumstances, disregard this procedure.
10. Violations or misapplications of overtime distribution procedures shall be subject to the grievance and arbitration procedure.
11. In filling out scheduled overtime, the low man should be determined by using actual hours in the overtime book plus scheduled overtime (up to the time of the overtime need.)
12. An employee on disciplinary time-off will be ineligible for overtime until returning to the next regular shift schedule.
13. Vacancy is defined as last scheduled job worked in classification except where vacancy exists beyond an equivalent of three (3) sets then the vacancy can be redistributed.
14. An employee who is off sick on work days in conjunction with days off shall not be eligible for scheduled or unscheduled overtime. Except, when an employee is released for work, the employee will be ERT, Shift Training, HAZMAT, Rescue, PLUS, Fire School and

other required Safety Training on the date approved released by supervision.

15. Employees will assist Supervision in the filling of Overtime. Supervision may direct questions or issues regarding filling of Overtime to any PUC Representative or Steward for resolution. PUC member or Steward will sign in writing on the agreed method to fill the Overtime after which the Union/Employee will have no basis to file a Grievance. Disagreements between PUC members or Stewards are also not subject to the grievance process once signed by any PUC member or Steward. It is understood that this proposal in no way modifies existing management rights nor infers that Supervision has to consult any PUC Representative or Steward on all Overtime to be filled.

**ARTICLE 11
(12 HOUR)
HOURS OF WORK, OVERTIME,
SHIFT AND HOLIDAY PREMIUMS,
SCHEDULE CHANGES, CALL-IN PAY
ADDITIONAL GUIDELINES, STAND-BY**

Section 11.1:

(A):

1. Work Day: A period of 24 hours beginning at 5:00 am, each calendar day.
2. Work Week: That period of time beginning at 5:00 a.m. each Sunday and ending at 5:00 a.m. the following Sunday.

(B) Hours in a day scheduled to work, in a regular scheduled workweek is defined as "inside of schedule".

Hours in a day not scheduled to work, in a regular workweek is defined as "outside of schedule".

12HBR will be paid to employees assigned to a regular 12 hour rotating shift for all hours worked inside of schedule in a work week.

Section 11.2:

(A)

1. Overtime pay at 1.5 x 12 HBR is paid for regular scheduled hours worked in excess of 40 inside of schedule within the work week.
2. Outside of Schedule: Premium pay is paid at 1.5 x 8 HBR including shift premium for all hours worked outside of schedule.

(B)

1. Eighth Day Overtime: The rate of 2 x 8 HBR is paid for all hours worked by a 12 hour shift employee on the eighth consecutive day of work provided that the employee has worked at least seven hours minimum each of the prior seven days.
2. Over 16 Hours: The rate of 2 x 8 HBR is paid for all hours worked by a 12 hour shift employee beyond 16 continuous hours or over 16 hours in a day.
3. In the event that a 12 hour shift employee is held over 6 hours to cover half of the following 12 hour shift, or called out 6 hours early to cover half of the previous 12 hour shift, the rate of 2 x 8 HBR will be paid for all hours worked by the employee during the 6 hour holdover period or the 6 hour early-in period.

Section 11.3:

(A) Pyramiding of Overtime: Overtime is not pyramided. If more than one overtime rate applies to the same time period, the highest rate is paid.

(B) Hours for which pay is received but not worked will not be counted in the computation of overtime except as follows:

1. Holidays falling on scheduled workdays for which an employee is excused from work and paid.
2. Vacation.
- 3 Time paid under Article 5.3
4. Funeral Leave under Article 14.
5. Court Service under Article 15.
6. Company Business.

(C) Twelve hour Schedule: The shift schedule will be 4 on/4off rotating shift Day shift will be from 5:00 a.m. to 5:00 p.m. and the night shift will be from 5:00 p.m. to 5:00 a.m. with shift relief being permitted no earlier than 30 minutes prior to the official shift start time. The 4-on/4off schedule has a 16 week cycle. The work week will vary from a 36 hour

week to a 48 hour week with an average 42 hours worked per week. The above schedule shall remain in effect for the term of the Agreement unless there exists a business necessity for change.

Section 11.4:

- (A) Shift premium for all hours worked between 5:00 p.m. and 5:00 a.m. will be paid at \$1.00 per hour.
- (B) The vacation relief operators (VRO) Operations and the vacation relief technician (VRT) Laboratory will receive \$23.10 shift differential per week regardless of being on the day or night shift.
- (C) Shift differential is considered as part of the base rate of pay in computing the overtime and premium pay.

Section 11.5: Employees scheduled or called back to work after leaving the plant outside their regular schedule will be paid for all hours worked at the applicable rate or for a minimum of four hours straight time pay, which ever is greater This does not apply to "early starts" scheduled in advance prior to the employee leaving the plant.

Section 11.6: When less than 48 hours notice is given between the old and new schedule, the employee working the 12 hour schedule will be paid 1.5 x 8 HBR for all hours worked on the first workday of the new schedule. No premium will be paid if the schedule change is made at the request of the employee.

Section 11.7: The Company agrees to allocate overtime among available qualified personnel as equitably as practicable, consistent with operational requirements.

Section 11.8: The Company agrees to allocate overtime among qualified personnel in each classification and overtime distribution group as equitably as practicable, in accordance with the following overtime procedures. When overtime is necessary, it shall be offered in the inverse order of accumulated overtime credits, hereafter referred to as low employee first.

(A) Scheduled Overtime: Overtime which is known more than 12 hours in advance.

1. The Company shall have the freedom to cover any vacancy by either assigning the extra operator or moving vacancies as necessary.
2. The low qualified 12 hour operator within the classification should be offered the overtime first followed by the low qualified 8 hour operator (Tank Farm).

3. The overtime is offered to qualified employees outside the classification in accordance with their overtime credits.
4. Move the vacancy to accommodate a volunteer starting with the low person in classification first.
 - a. Individuals who turned down the original vacancy are not eligible to volunteer.
 - b. Someone working OT cannot be moved to another job to move the vacancy unless they express a willingness to do so.
 - c. If no volunteer accepts the job then force overtime for the original vacancy per 11.8 (A) 5.
 - d. Any disputes over the administration of this voluntary coverage process will not be grievable beyond the second step and will not result in make up overtime.
5. When everyone turns down the scheduled overtime, an employee will be forced to work the overtime in the following order:
 - 1st: Low-qualified 12 hour person in classification coming off days.
 - 2nd: Low-qualified 12 hour person outside of classification coming off days, then 8 hour person outside of classification coming off days.
 - 3rd: Move the vacancy.
 - 4th: Low-qualified person in classification coming off nights.
 - 5th: Low-qualified person outside of classification coming off nights. (12 hour first then 8 hour)
6. Firewatch overtime follows same steps listed above, but with no regard to classification.
7. If an extra #2 or VRO is scheduled or started working the #1 vacancy and a #2 vacancy occurs the same day the #2 shall be stepped back down and the overtime be filled in the #1 vacancy.

(B) **Unscheduled Overtime:** Overtime which is known less than 12 hours in advance.

1. The Company shall have the freedom to cover any vacancy by either assigning the extra operator or moving vacancies as necessary
2. The overtime will be offered to the low-qualified 12 hour employee in classification on the stand-by list.
3. The overtime will be offered to the low-qualified 8 hour employee on the stand-by list. If no qualified employee within the classification accepts the overtime, the opportunity to work the overtime will then be offered to qualified employees in the next classification, on the stand-by list.
4. If no employee accepts the overtime in accordance with the above then the low-qualified 12 hour employee within the classification on the stand-by list will be required to work. If there are no eligible 12 hour employees on the standby list, then the

low-qualified 8 hour employee on the stand-by list will be required to work.

5. Firewatch overtime follows the same steps listed above, but with no regard to classification.

(C) Charging of Overtime

1. Employees will be charged all overtime hours worked.
2. An employee's overtime hours and stand-by occurrences will be adjusted to the average of his classification, in his paired shifts overtime group, when he returns to work after a personal injury, sickness, or extended excused leave of absence of sixty (60) or more consecutive calendar days.
3. All overtime worked involving training specifically, ERT HAZMAT, Rescue, EMT, PLUS, Shift Training, Fire School, and other required Safety training, will not be charged to an employee's overtime record.
4. An employee is required to furnish the Company with a working telephone contact number.
5. Each employee is expected to work his share of overtime. An employee's overtime record shall be available for his review.
6. When an Operator Trainee qualifies on a job, he is to be averaged with all No. 2 Operators on his paired shifts and then be eligible for overtime on jobs that he is qualified to perform.
7. Overtime hours and stand-by occurrences will be zeroed on the effective date of the general wage increase.
8. Departmental seniority shall be used when offering overtime. The most senior employee will be offered first and will be the person to be forced. When stand-by occurrences are equal, the junior person will be forced on stand-by.
9. An employee who is off sick is not eligible for overtime.

(D) Additional Guidelines:

1. Overtime groups will be Plant I, Plant II, Plant III, Tank Farm, Laboratory, by paired shifts, Instrument Shop and the Warehouse,
2. No employee shall be eligible for, nor allowed to work overtime that would result in the employee working three consecutive 16 hour days, eight consecutive days, or over 18 consecutive hours. Note: The option to work an employee 18 consecutive hours will be the option of last resort.
3. Additional overtime requirements that cannot be covered by stand-by employees will be filled by calling in other employees in the

order specified in 11.8 (A) 3. Employees coming off days are called first.

4. Employees who have been caused to work past the end of their shift due to tardiness of their relief shall be paid for the same period of time for which their relief was not paid (docked). Employees late one to six minutes shall be docked six minutes, seven to twelve minutes shall be docked twelve minutes, etc. In no event will the Company pay for more than 24 hours for the same job.
5. An employee will not be considered eligible for overtime until completion or temporary postponement of court service.
6. Employees attending Company training schools shall not be eligible for overtime. Members of the Plant Union Committee shall not be eligible for overtime when there is a scheduled monthly PUC meeting.
7. When the low man is not afforded overtime in accordance with Article 11:
 - (a) The employee will be allowed to make up the hours lost by working comparable hours and pay, anytime at his discretion, within thirty (30) days by giving the Company forty-eight (48) hours notice of intent to work.
 - (b) Such employee working make up time will not be assigned to work which would eliminate overtime for someone else: i.e., work that would be worked on an overtime basis.
8. An employee shall be off at least 8 hours before being scheduled back to work after working 16 consecutive hours, and at least 12 hours before being scheduled back to work after working 18 consecutive hours..
9. Any time production schedules an epoxidizer start-up or shutdown, they shall advise laboratory supervision, and if extra work in the laboratory is anticipated, overtime coverage will be arranged.
10. To ensure safe and efficient operation of the Company's facilities, shift supervision may, under emergency circumstances, disregard this procedure in order to handle such circumstances.
11. In filling out scheduled overtime, the low man should be determined by using actual hours in the overtime book plus scheduled overtime (up to the time of the overtime need).
12. Overtime hours and stand-by occurrences will be averaged by paired shifts when going from one plant overtime group to another plant overtime group at the time when the individual qualifies on a job. When a person is moving from one plant overtime group to another group for a promotion and must train and qualify on a job(s) outside the classification the promotion is in, that person will be eligible to work overtime in the job(s) qualified on while completing the training for the promotion.
13. Firewatch overtime will be offered for the duration of the assignment, up to sixteen (16) hours in a day.

14. Employee having requested and received a shift swap (shift change) with the opposite paired shift will be ineligible for overtime during the period they are on a different shift. In addition, employee assumes the stand-by requirements of the new shift.
15. Establish a production-wide overtime volunteer list to cover firewatch overtime during turnarounds and other situations requiring significant overtime.
16. Violations or misapplications of overtime distribution procedures shall be subject to the grievance and arbitration procedure.
17. No employee shall be eligible for, nor allowed to work overtime that would result in the employee working more than three (3) consecutive days off.
18. An employee on disciplinary time-off will be ineligible for overtime until returning to the next regular shift schedule.
19. Vacancy is defined as last scheduled job worked in classification except where vacancy exists beyond an equivalent of three (3) sets then the vacancy can be redistributed.
20. An employee who is off sick on work days in conjunction with days off shall not be eligible for scheduled or unscheduled overtime. Except, when an employee is released for work, the employee will be eligible for ERT, Shift Training, HAZMAT, Rescue, PLUS, Fire School and other required Safety Training on the date approved released by supervision.
21. If an employee that has one or more days of overtime scheduled and calls off sick for one or more of those days, the day(s) will be filled using normal overtime procedures and the employee will remain scheduled to work the remaining days of the original schedule.
22. **Employees will assist Supervision in the filling of Overtime. Supervision may direct questions or issues regarding filling of Overtime to any PUC Representative or Steward for resolution. PUC member or Steward will sign in writing on the agreed method to fill the Overtime after which the Union/Employee will have no basis to file a Grievance. Disagreements between PUC members or Stewards are also not subject to the grievance process once signed by any PUC member or Steward. It is understood that this proposal in no way modifies existing management rights nor infers that Supervision has to consult any PUC Representative or Steward on all Overtime to be filled.**

(E) Additional Guidelines / Stand-By

1. The stand-by must be available for 2 hours before to 1 hour after shift change (3 a.m. to 6 a.m., and 3 p.m. to 6 p.m.). They must be able to reach the plant within 2 hours if needed.

2. People on the stand-by list must be available. If they can not be reached it could result in disciplinary action.
3. When there is more than one person on stand-by qualified for a specific vacancy, the low man should be called first. If no one accepts the overtime, the low man is obligated to work.
4. The stand-by should be offered all unscheduled overtime. Unscheduled overtime is defined as that known less than 12 hours in advance.

ARTICLE 12 SENIORITY

Section 12.1: There shall be two types of seniority established and recognized as hereinafter described

(A) Company Seniority is defined as the length of an employee's continuous service beginning with the date on which the employee began to work for the Lyondell Bayport Plant, since his most recent hire by the Company.

(B) Department Seniority is defined as the length of service an employee has accrued within a department beginning with the date on which the employee began to work in the department, since his most recent hire by the Company For the purposes of this Article, departments shall be defined as:

- I Production
- II Instrument
- III Laboratory
- IV Warehouse

Section 12.2: Newly hired employees, or those rehired after a break in continuous service, shall be considered as probationary employees and shall have no seniority for the first nine months of their employment, during which time they are subject to termination at the sole discretion of the Company and without recourse to the Grievance Procedure If such an employee continues beyond nine months, his seniority shall date back to his most recent hiring date Thirty days may be added to each of the above in consideration of the established certification subject to approval of the Plant Union Committee.

Section 12.3: An employee's seniority shall be broken and he shall lose all seniority rights as an employee if:

- (A) He quits.
- (B) He is discharged for cause.
- (C) He is laid-off or otherwise absent from work for a period of twenty-four (24) consecutive calendar months.
- (D) If he fails to report to work in accordance with the provisions of Section 1210 of the Article.

Section 12.4:

(A) The seniority of an employee who permanently transfers to work not covered by this Agreement and who continues to work for the Company, shall continue to accumulate bargaining unit seniority for a period up to,

but not in excess of six months, after which he shall lose all bargaining unit seniority.

- (B) Employee(s) who enter a Health, Safety or Environmental and/or plant project assignment(s) shall retain and continue to accumulate seniority within the bargaining unit to the date and including three hundred sixty-six (366) calendar days after such assignment.

Section 12.5: Should two or more employees have the same starting date on the seniority roster, the tie shall be broken by a drawing of lots.

Section 12.6: The Company shall submit an up-to-date seniority list every three months if requested by the Chairman of the Plant Union Committee.

Section 12.7: Upgrading, Downgrading, and Layoffs

- (A) In all cases of promotion, demotion and increase or decrease of forces, seniority, ability, and qualifications to perform the work on each particular job shall be the determining factors.
- (B) Seniority shall be applied within each department and not on any other basis, and there shall be no bumping from one department to another, except at the time of layoff an employee may exercise his departmental seniority to displace the least senior employee on the highest classified job he has previously held and qualified on and in a department in which he has previously worked, if he has the immediate ability and qualifications to perform the job. In the event an employee is eligible for more than one job at the same classification level in more than one department, he shall be assigned to that department in which he has most recently worked.
- (C) Ability as defined and as used in this Article shall be interpreted to mean having the experience and ability, as determined by the Company but subject to the grievance procedure, to immediately perform the duties of the job as contrasted with having the ability to do the job only after a training period. It is recognized that in some cases, employees who are reassigned as a result of a reduction in force to jobs they previously held, or as the result of an upgrade may require a refamiliarization or a familiarization period in order to meet the ability requirement. This period shall not exceed a maximum of five working days.
- (D) Emergency situations such as hurricanes, floods, fires, explosions or any other event which is not under the control of the Company may cause a disruption of operations. A reduction in force during such an

emergency situation for a period of seven consecutive calendar days or less shall not involve the exercise of seniority.

- (E) Whenever a vacancy occurs so as to make promotion necessary, employees in lower classification within the department will be considered for promotion. Senior employees will be informed of the vacancy so that they may have an opportunity to express their interest in the job. If the senior employee refuses the opportunity for promotion and does not wish to be considered for the next promotion, he must express such a desire, in writing, to the Manager, Human Resources. If a senior employee in the next lower classification in the department does not have the ability to perform the duties of the job due to not having been previously trained on the job, he will be given the opportunity to train. A senior employee who has not received at least 20 days of training in the job within the past six months, will be given the opportunity to train up to a maximum of 20 days, based on previous training, in order to acquire the ability to perform the job. Promotion results will be posted on the bulletin board.

Section 12.8 Job Bidding:

- (A) Notices of job vacancies shall be posted, (no later than 20 calendar days after the vacancy), for a minimum of seven (7) calendar days on the bulletin boards throughout the plant. Such notices shall contain the date and time the notice was posted, the date and time of closing the job bidding, and the area of the vacancy. Any employee may indicate his desire to fill such vacancy (ies) by signing the notice. After the job bidding is closed the employee(s) with the greatest amount of seniority, provided they are qualified, shall be awarded the vacant job within 30 calendar days.
- (B) Employees on the active payroll shall receive consideration under this section unless the employee is receiving benefits under Article 18 of this Agreement in which case his application to return to work within a seven calendar day period from the time the opening occurs.
- (C) There shall not be a chain of job bidding assignments. Only the initial vacancy will receive consideration under the job bidding procedure. Any other vacancies which occur as a result of assigning an employee to a different job through job bidding, shall be filled by means of Section 12.7 (A) and (E) of this Article. Additional job bidding moves can be made in the sole determination of the Company and in accordance with the other provisions of this section. The Company shall bid all hourly jobs in all departments and classifications, including #1 and #2 jobs in

Production, Instrument, Laboratory and Warehouse. This includes any and all hourly jobs served by this contract.

- (D) Each employee shall be limited to one lateral move without an increase in pay or one downward move to a job drawing a lower rate of pay within a 30 month period. Employees who have applied for reassignment under this section must accept such reassignment when it becomes available or waive their right for consideration for job bidding reassignments for a period of 24 months. Employees receiving an assignment will maintain their current rate but must certify in the new job pursuant to Appendix A5 to maintain the pay rate.
- (E) Any employee that accepts a downward move by way of job bidding will not be eligible for promotion for a period of 12 months following the date of downward move.
- (F) An employee may not bid on a vacancy which would result in a shift change only.
- (G) The staffing of new or renovated operation units, processes or departments will be carried out by the Company as is necessary to properly assure the safe and efficient operation of all the Company's facilities. However, as is deemed practical in the sole judgment of the Company, employee seniority shall be given consideration. The provisions of Section 12.8 of this Article do not apply when staffing new or renovated operations, units processes or departments or when filling the vacancies created in old departments as a result of such new staffing.
- (H) Consideration for entry into the IE&A craft under this job bidding procedure will be afforded to those employees who meet the minimum skill/experience requirements as defined for probationary level technicians as shown in Appendix A-7. Those employees who meet said minimum requirements may be considered for selection into the craft based on seniority in accordance with the seniority provisions of this article.
- (I) One employee (or more at the discretion of management) from the Tank Farm will be allowed to move to Plant 1, 2 or 3 (as assigned by Management) on an annual basis by job bid as long as at least 70% of the operators in the Tank Farm have a minimum certification of 3A. If there is no new hire class during the calendar year, the annual requirement for movement out of the Tank Farm is waived.

Section 12.9:

- (A) If any employee is reassigned to another job, which job he has previously held and currently has the ability to perform, in accordance with Section 12.8 of this Article or as a result of a decrease in forces, he shall receive the rate of the job to which he is transferred or assigned.
- (B) If an employee is reassigned to a job in another department which job he has not previously held or does not currently have the ability to perform, in accordance with Section 12.8 of this Article, he shall receive the rate of pay for a trainee. Upon meeting the qualification for the new assignment as determined by the Company, the employee will receive the appropriate classification for the level of work he is performing.
- (C) If an employee is assigned for the convenience of the Company to work at a job which is classified at a level other than that of his primary job, no adjustment downward in pay will be made for the temporary assignment.

Section 12.10:

(A) Severance Pay

1. Any employee who is laid off or whose employment is severed through no fault of his own for a reason other than retirement under LYONDELL CHEMICAL Retirement Plan shall be granted severance pay as follows:
 - (a) After actual service of (1) year, one week's pay at his regularly scheduled hourly rate, exclusive of overtime.
 - (b) After actual service of two (2) years and up to five (5) years service, two (2) weeks pay at his regularly scheduled hourly rate, exclusive of overtime.
 - (c) After actual service of five (5) years and up to ten (10) years' service, three (3) weeks' pay at his regularly scheduled hourly rate, exclusive of overtime.
 - (d) After actual service of ten (10) years or more, four (4) weeks' pay at his regularly scheduled hourly rate, exclusive of overtime.
2. Any employee who is laid off or whose employment is severed and granted severance pay pursuant to this Article and if reemployed and is laid off or his employment is severed again through no fault of his own shall be denied a second severance pay allowance unless his actual service since reemployment has been one (1) year or more.

(B) Recall.

An employee being recalled from layoff shall be so notified by certified letter, return receipt requested, mailed to the last address on record in the Company's files. The employee must notify the Company of his intent to work within three (3) calendar days following receipt of the letter and he must be available to return to work within seven (7) calendar days from the receipt of the letter. To be eligible for such recall, the employee must maintain in writing with the Manager, Human Resources, his current mailing address.

Section 12.11: Temporary Step-Up

An employee who is promoted from the bargaining unit to a temporary supervisory position shall retain and continue to accumulate seniority within the bargaining unit to a date up to and including nine months after the promotion. Should an employee remain in a supervisory status for nine months, said employee shall lose all seniority rights within the bargaining unit. If an employee who accepts a step-up assignment and returns to his overtime distribution group for equivalent of one set, that time does not constitute a break in service.

**ARTICLE 13
BULLETIN BOARDS**

The Company will permit the use of a bulletin board at the employee gate entrances for the purpose of posting the following official Union notices: Union Meetings, Union appointments, and Union Elections. Any and all other notices to be posted on these boards must first have the approval of the Manager, Human Resources, or his designated representative.

**ARTICLE 14
FUNERAL LEAVE**

(A) Full time employees will be given up to three consecutive scheduled work days of funeral leave in the event of death in the immediate family. The leave must be taken wherein one of the three consecutive scheduled workdays or associated days off must be the day of the funeral. For the purpose of this section, "immediate family" shall be defined as spouse, parents of the employee, children, grandchildren and step-children of the employee, brother or sister of the employee, parents-in-law, brother-in-law or sister-in-law of the employee, son-in-law or daughter-in-law of the employee, and grandparents of the employee and grandparents of the spouse. Proof of death shall be furnished to employee's immediate supervisor, if requested.

(B) Pay Funeral leave is paid as if worked up to three days at the applicable rate.

(C) One day will be paid at the regular base rate to an employee who serves as a

pallbearer in the funeral of a deceased employee, providing the funeral occurs on a scheduled day of work.

(D) An employee on Funeral Leave will not be eligible for overtime unless the employee has notified the Shift Supervisor, stating the dates he wishes to be eligible for overtime prior to going on Funeral Leave.

ARTICLE 15 COURT SERVICE

An employee who serves on compulsory jury duty, or who serves as a witness under court subpoena in a case wherein he is not a party, will receive his regular hourly rate for all normal hours of work during his service. The supervisor and the employee have a mutual obligation to make reasonable arrangements for returning to work upon completion or temporary postponement of jury duty utilizing the following guidelines:

(A) Employees working on the 8 hour day shift will be required to return to work if four hours or more remain on their shift after being released from court service.

(B) Employees working on the 4-10 hour schedule will be required to return to work if six hours or more remain on their shift after being released from court service.

(C) A 12 hour shift employee working the night shift is excused from the shift immediately preceding the first day of court service. Following jury or witness duty, the employee is not expected to work the night shift unless he has been released by 12:30 p.m. that day.

(D) A 12 hour shift employee working the day shift works the shift immediately preceding the day of court service. (If the Court is recessed for a long enough period to allow the employee to work his next scheduled day shift without interruption, he is expected to work that shift.)

(E) Shift employees are paid for time missed as if worked – including shift differential that they would have received.

(F) Employees required to return to work under these provisions will do so promptly.

(G) In order to be compensated in accordance with this Article, an employee will be required to furnish proof from the Court of time spent on court duty and must inform his supervisor the first shift the employee works following receipt of court service notification.

**ARTICLE 16
NON-DISCRIMINATION**

The Company and the Union affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, creed, color, age, sex, disability, national origin, religion, genetic information, veteran status or any other legally protected status of the employee and in accordance with all applicable laws and regulations.

**ARTICLE 17
LEAVE OF ABSENCE**

Section 17.1: All applications for personal leave of absence without pay shall be made in writing to the **Human Resources Manager**. Upon application by an employee and written approval by the **Human Resources Manager**, a leave of absence without pay may be granted for a period not to exceed ninety (90) calendar days. Seniority shall continue to accumulate during such absences. Decisions by the Company as to whether such leaves shall be granted shall be final and are not subject to contest by the Union.

An employee who has been granted such leave of absence shall be considered as having quit without notice and shall be terminated from employment by the Company if while on such leave of absence he engages in other employment without written approval of the **Human Resources Manager**, or if said leave absence has been obtained by fraud or misrepresentation by the employee.

Any employee who fails to report to work the day after the date of expiration of the leave shall be considered as having voluntarily quit. The terms of this Article do not limit rights under the ADA, FMLA, and USERRA

Section 17.2: The Company shall make arrangements for leave of absence from work for the purpose of attending Union conventions, conferences, and specific Union project work assignments, consistent with the safe and efficient operation of the Plant.

Such requests must be made in writing to the **Human Resource Manager**, seven (7) calendar days in advance of such requested leave by the Union's Business Representative. Such leaves, when granted, shall be without pay and to no more than one employee at a time. No such leave shall be granted for a period exceeding one hundred seventy-nine (179) calendar days during a calendar year. Said employees shall continue to accumulate seniority during such leaves.

ARTICLE 18 DISABILITY BENEFITS

Section 18.1: Employees are eligible for disability pay benefits pursuant to the Disability Plan as incorporated in Article 25 Benefits.

Section 18.2:

- (A) An employee may be required to present evidence satisfactory to the Company to prove that his absence is the result of illness or injury within the meaning of this Article. Employees may be asked to bring a certification from a medical doctor in order to be eligible for these disability benefits or to undergo a physical examination by a doctor designated by the Company and at the Company expense.
- (B) Employees are expected to undergo the treatments to correct the disability and to permit examinations and inquiries by the Company's medical representative as the Company deems necessary to ascertain the state of the employee's health.
- (C) Employees who become sick or injured while on vacation qualify for benefits in accordance with this Article if they are unable to return to work at the end of their vacation period.
- (D) The Company reserves the right to withhold benefit payments to any employee who submits a false claim and in addition may take appropriate disciplinary action up to and including discharge.

ARTICLE 19 MILITARY LEAVE

Section 19.1: Employees returning from military training and service shall be reinstated in accordance with current applicable law.

Section 19.2: Certain military reserve organizations require their members to take brief periods of military encampment for training. If an employee is a member of such an organization, he may be granted a leave of absence to go on his encampment for active training duty. The Company will pay the difference, if any, between the employee's regular base pay and his government pay and allowances up to a maximum of ten working days a year. To be eligible for this benefit, the employee must present to his supervisor military orders verifying the reserve obligation, the first shift the employee works following receipt of such orders.

ARTICLE 20 BARGAINING UNIT WORK

The Company shall strive to have all work performed by employees covered by this Agreement insofar as such work has traditionally been performed by members of the bargaining unit.

Notwithstanding the above, the Company shall have the right to contract out fire-watch duty for new construction outside of Plant I, Plant II, Plant III, the Tank Farm, and any new plant that has been turned over to operations

ARTICLE 21 SAFETY AND SANITATION

Section 21.1: As part of the overall safety program, the Company will inform employees of Plant safety rules and regulations.

Section 21.2: Employees shall report promptly to their immediate foreman or supervisor any unsafe conditions or act. In the event the condition is not corrected or the unsafe act is repeated, a member of the Plant Union Committee may bring the matter to the attention of the Safety Manager or designee, who will investigate the matter and determine if any action is necessary.

Section 21.3: When an employee's assigned locker is to be opened for inspection by the Company, either the affected employee or the Chairman of the Plant Union Committee or his designee shall be present.

Section 21.4: If in the future the Company desires to implement fatigue management practices that would require any changes to terms and conditions covered by this agreement, the parties agree that any such discussions will be limited only to that topic and failure to reach agreement on a fatigue management program will not result in implementation by the Company or work stoppage by either party during the term of this agreement.

ARTICLE 22 NOTICE OF REPRIMAND

Section 22.1: Whenever a written reprimand is placed in an employee's Personnel File in the Human Resources office, a copy will be furnished to the employee and the Chairman of the Plant Union Committee. An employee shall

be allowed to have a grievance representative at a meeting during which he receives a reprimand.

Section 22.2: If an employee who receives a written reprimand does not receive any other reprimands within 12 months, the reprimand will be removed from the file. If an employee who receives a written reprimand involving a disciplinary layoff does not receive any other reprimands within twenty-four (24) months, the reprimand will be removed from the file.

Section 22.3: At such time as the employer determines it may wish to suspend an employee or send the employee home, the Company shall advise the Chairman of the Plant Union Committee, or his designate, who shall be present at the time of this action.

ARTICLE 23 OVERTIME MEALS

Section 23.1: The following represents the overtime meal allowance policy:

(A) When an employee is called out on unscheduled overtime for a period of 4 hours or more, or is notified during the shift that he will be required to stay at work past the scheduled end of the shift and remains working more than 2 hours past the end of the shift, he will receive an \$8.50 meal allowance.

(B) Safety meetings and the like are not included in determining eligibility for overtime meal allowance.

(C) Management reserves the right to provide overtime meals in lieu of overtime meal allowance during a turnaround and/or emergency conditions. These provisions apply uniformly to production and instrument personnel assigned.

ARTICLE 24 CLOTHING

Any employee required to perform work which results in damage to clothes or shoes by chemical or fire action to such an extent that they are not suitable for wear, shall be reimbursed at replacement cost less depreciation for normal wear at the time of being damaged, provided that the clothes or shoes were damaged through no fault of his own.

This provision shall not apply to clothing loss resulting from failure of an employee to use proper protective clothing as provided by the Company, nor shall it apply to wear and tear, and depreciation usual or natural to the job.

The Company will provide each employee a voucher for \$100 or less each year for ANZ1 Z41.1 standard steel-toe leather shoes from a vendor selected by the Company.

ARTICLE 25 BENEFITS

Section 25.1: Employees covered by this agreement are eligible to participate in the following benefit plans and programs available to salaried employees of the Company, subject to their terms and conditions in the applicable plan documents:

- Medical Plan
- Savings (401k) Plan
- Retirement Plan
- Basic Life Plan
- Vision Plan
- Voluntary AD&D
- Employee Death Benefit
- Health Care Account
- Dependent Care Account
- Long Term Disability Plan
- Dental Plan
- Paid Parental Leave Policy
- Adoption Reimbursement Policy

Section 25.2: The plans are incorporated and made part of this agreement subject to all of the provisions of the individual plans. The terms of the above plans will control over the provisions of this Agreement with respect to all questions arising and in connection with such plans.

**ARTICLE 26
WAGES**

(See Appendix A)

- 1. As of 6:00 a.m. February 13, 2021, all classifications will be increased by 2.75% per hour.**
- 2. As of 6 00 a.m. February 13, 2022, all classifications will be increased by 3.00% per hour.**
- 3. As of 6:00 a.m. February 13, 2023, all classifications will be increased by 3.25% per hour.**
- 4. As of 6:00 am. February 13, 2024, all classifications will be increased by 3.00% per hour.**
- 5. As of 6:00 am. February 13, 2025, all classifications will be increased by 3.00% per hour.**

The 12 hour base rate is determined by dividing the 8 hour base rate by 1.0232 rounded to the nearest cent.

If in the future the Company desires to implement additional pay increases in a given department for market competitiveness, the Company will inform the union at least two weeks in advance of any such proposed pay increase and will meet and confer with the union upon request to discuss the pay increase. The discussion in any such meet and confer will be confined to the wage increase, and failure to agree on the wage increase will not result in any implementation by the Company or work stoppage by either party during the term of the contract

Bonus Plan

Effective February 13, 2016, the Union is eligible to participate in the Lyondell Chemical Company Bonus Plan at a four percent (4%) par. The first eligible payout at this par is in the year 2017 (prorated for 2016 performance).

Participation and eligibility in the Bonus Plan at a 4% par, is subject to all terms and conditions of that plan. The Company reserves the exclusive unilateral right to amend, change, alter, modify substitute, add, or terminate any such plan without the need for negotiations.

The above plan is incorporated and made part of this agreement subject to all of the provisions of the plan, as amended from time to time. The terms of the above plan will control over the provisions of the agreement with respect to all questions

and remedies arising and in connection with such plan. Should there be a conflict, plan provisions shall prevail.

ARTICLE 27
SCOPE OF AGREEMENT

This Agreement constitutes the entire contract between the Company and the Union and supersedes and replaces any and all obligations and/or agreements, whether written or oral or expressed or implied, between or concerning the Union, employee subject hereto, and the Company. For the life of this Agreement, both the Company and the Union waive the right to bargain collectively with each other with reference to any subject or matter which is either covered or not covered by this Agreement, regardless of whether such subject or matter was or could have been discussed during the negotiations of this Agreement. No amendment, modification or addition to this Agreement shall be effective unless it is mutually agreed to by the parties and reduced to writing and duly executed by the parties.

APPENDIX A1-A5	8 hr Wage Rates					12 hr Wage Rates				
	2.75%	3.00%	3.25%	3.00%	3.00%	2.75%	3.00%	3.25%	3.00%	3.00%
	<u>2/13/2021</u>	<u>2/13/2022</u>	<u>2/13/2023</u>	<u>2/13/2024</u>	<u>2/13/2025</u>	<u>2/13/2021</u>	<u>2/13/2022</u>	<u>2/13/2023</u>	<u>2/13/2024</u>	<u>2/13/2025</u>
Production										
Operator, 1 BX	46.18	47.56	49.11	50.58	52.10	45.13	46.48	47.99	49.43	50.92
Operator, 4 A BX	46.18	47.56	49.11	50.58	52.10	45.13	46.48	47.99	49.43	50.92
Operator, 3 A BX	45.33	46.69	48.21	49.66	51.15	44.31	45.63	47.12	48.53	49.99
Operator, 2 A BX	38.00	39.14	40.41	41.62	42.87	37.13	38.25	39.49	40.68	41.90
Operator, 1 A BX	37.45	38.58	39.83	41.02	42.26	36.60	37.70	38.92	40.09	41.29
Operator, Trainee BX	32.04	33.00	34.07	35.09	36.15	31.31	32.25	33.30	34.29	35.32
Laboratory										
Technician, Lab 36 mo BX	46.18	47.56	49.11	50.58	52.10	45.13	46.48	47.99	49.43	50.92
Technician, Lab A BX	45.17	46.52	48.04	49.48	50.96	44.15	45.48	46.95	48.36	49.81
Technician, Lab 8 BX	44.37	45.70	47.18	48.60	50.06	43.36	44.66	46.11	47.50	48.92
Technician, Lab Trainee BX	33.34	34.34	35.46	36.52	37.62	32.59	33.57	34.66	35.70	36.77
Instrument										
Technician, I&E 1 BX	46.18	47.56	49.11	50.58	52.10					
Technician, I&E Trainee BX	41.32	42.56	43.94	45.26	46.61					
Warehouse										
Warehouseman, 1 BX	42.12	43.38	44.79	46.13	47.52					
Warehouseman, 2 BX ...	38.74	39.90	41.20	42.43	43.70					
Warehouseman, 3 BX **	35.38	36.44	37.62	38.75	39.91					
Warehouseman, Trainee BX *	32.04	33.00	34.07	35.09	36.15					

* Time period for trainee will be three(3) months
 ** Time period for Warehouse 3 will be six (6) months
 *** Time period for Warehouse 2 will be nine (9) months

APPENDIX A-6
BAYPORT OPERATOR CERTIFICATION PROGRAM
JOB QUALIFICATION REQUIREMENTS FOR EACH CERTIFICATION LEVEL

Classification	Certification	Plant I	Plant II	Plant III	Tank Farm	Loading Rack
Number 1	4A	Inside job	Inside job	Inside job	Inside job	Rack #1
		Outside job	Outside job	Outside job	All Areas (except LR 1/2)	Rack #2 TBHP whse #2
Number 2	4A	3 yrs 3A	3 yrs 3A	3 yrs 3A	1 yr. qualified/certified as 3A and 2 yr. qualified/certified as Tank Farm #1	3 yrs 3A
	3A	1 Inside job 2 Outside jobs	1 Inside job 2 Outside jobs	1 Inside job 2 Outside jobs	Loader and All Areas	Rack #1 and Loader Area
	2A	2 Outside jobs	2 Outside jobs	2 Outside jobs	Loader job and 1 Area job (South or North Tank Farm Areas) or 2 areas.*	1 year 1-A
	1A	1 Outside job	1 Outside job	1 Outside job	Loader or 1 Area	Loader - Trucks - TBHP Whse - Rack #2
Trainee		Entry	Entry	Entry	Entry	Entry

**APPENDIX A-7
BAYPORT
INSTRUMENT/ELECTRICAL/ANALYZER
CERTIFICATION PROGRAM**

Grade Level	Minimum time in Grade	AE&I Skills Requirements
AE&I Technician	6 months probationary period	2 year degree/apprentice program/ equivalent experience. Completion of certification requirements.
#1 AE&I Technician	Recertification every 36 months	Consists of tests and hands on skills demonstrations in certifications manual.

Eligibility for entry into the IE&A craft based first on minimum skill/experience requirements as defined above for probationary level technicians. Those meeting the minimum skill/experience requirements will be considered in accordance with the seniority provisions of Article 12.

**APPENDIX A-8
BAYPORT LABORATORY
CERTIFICATION PROGRAM**

Grade Level	Minimum Time in Grade	Analytical Skills Requirements	Additional Achievements
From Trainee to B Technician	Four (4) Months	Pass test on orientation training. Pass test in each laboratory area	First Aid Course DOT Training
From B Technician to A Technician	Eighteen (18) Months	Work each Job Area at least 8 days. Pass test Sample Priorities, and Plant Start-Up Requirements, and the NUS SQC Training Tape	SQC Training (NUS Training tape) All SHE Compliance* Training
From A Technician to Senior Technician	Twelve (12) Months	Pass test on Plant Processes and the Lab computer	Participate in at least 3 Emergency Drills

***SHE requirements:**

- At least 16 hours of First Aid Training since the previous certification/recertification date
- Respirator Protection Training - Fire Extinguisher Training
- Chemical Hygiene Training
- Attendance at or make-up of all safety meetings
- Electrical Safety
- Blood Borne Pathogens
- Spill response
- D.O.T
- TSCA
- Confined Space Entry
- Additional Requirements may be added when Mandated by Company Policy or Government Agencies

ARTICLE 28 TERMINATION

This Agreement shall become effective for a **five (5) year period as of February 13, 2021, and shall remain in full force and effect until 6:00 a.m., February 13, 2026**, and shall thereafter automatically renew itself from year to year, unless terminated or modified as hereinafter provided. Should either party desire to terminate or modify this Agreement on February 13, **2026**, or any annual renewal date thereafter, at least sixty (60) days prior written notice of such intent must be given to the other party hereto. In the event of notice or termination or modification of the Agreement, it shall be the duty of the parties to meet in joint conference not later than thirty (30) days prior to the date on which the Agreement is to terminate or be modified.

LETTER OF AGREEMENT
between
LVONDELL CHEMICAL COMPANY
INTERNATIONAL UNION .OF
OPERATING ENGINEERS
Local Union #564

As discussed during the 1983-1984 Contract Negotiations, the Company and the Union has agreed to Waive Article 11, Section 11.6 (A) under the following conditions

1. Attend Fire School off the Company premises for (3) days or more days.
2. To attend Seminars or Special Schools off the Company premises for (2) days or more.
3. To attend training classes on the Company premises for three (3) days or more.
4. This Agreement in no way waives the Company's obligation under the forty-eight hour notice clause.

This Agreement shall remain in full force and effect for duration of this Labor Agreement and all subsequent Agreements until otherwise modified.

LETTER OF AGREEMENT
between
LVONDELL CHEMICAL COMPANY
INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local Union #564

Re: Understanding of Step-Up Staffing

The Parties during 2003 Negotiations had discussions concerning the number of Step-up Supervisors on shift. It is understood by the Parties that Plant staffing is a management responsibility which includes scheduling Step-up Supervisors. The company understands the Union concern on the number of Step-ups during peak vacation periods and the safe operations of the plant. It is understood the Company will strive to maintain that no more than two Step-ups per shift or three per paired shifts will be permitted during peak vacation periods. It is understood the Company's primary concern is ensuring the Plant is operated in a safe and environmentally sound manner and is staffed with well qualified and experienced personnel.

LETTER OF AGREEMENT
between
LYONDELL CHEMICAL COMPANY
INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local Union #564

RE: Turnaround staffing in the warehouse dated October 26, 1999.

A Lyondell Bayport Warehouseman will be assigned to receive and store turnaround items for all future Bayport turnarounds. An operator from Lyondell Bayport will fill the vacancy in the warehouse caused by the Turnaround assignment, if available. If no operator is available, the Company will hire temporary employee to cover the vacancy in the warehouse, contingent upon agreement of both parties in writing. Once the Warehouseman is released from the Turnaround, the temporary Warehouse employee will return to Operations. If a temporary employee has been hired, that employee will be terminated.

LETTER OF AGREEMENT
between
LYONDELL CHEMICAL COMPANY
INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local Union #564

RE: 05-71 and 05-73

The parties agree that the Company's actions in grievance numbers 05-71 and 05-73 were consistent with past practice. However, the parties understand the concerns regarding the current process for handling #2 operator job bids.

Going forward, The Union and the Company agree that the specific language, "The Company shall bid all hourly jobs in all departments and classifications, including #1 and #2 jobs in production....", in Article 12.8 (c) shall require the Company to bid a job when a permanent vacancy exists. To clarify, a permanent vacancy exists only if the number of bargaining unit employees in a specific area (Plant I, Plant II, Plant III or Tank Farm) is less than the minimum number of required jobs, as defined by the Company, in that specific area. For example, if Plant I has seven jobs on each shift, or a total of 28 required jobs, and the number of operators drops below 28, a job bid will be posted. Temporary vacancies created by employees on vacation, special project, short-term disability, etc will not be bid.

This understanding and agreement is for the above specific language only and does not change or alter other terms and conditions in Article 12.8 (c) or the Labor Agreement.

LETTER OF AGREEMENT
between
LYONDELL CHEMICAL COMPANY
INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local Union #564

As discussed following 2010 contract negotiations, the Company and Union agree to the following clarifications of Article 11 (12 Hour) Overtime language.

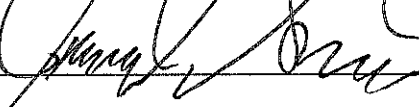
1. Keep the OT in classification. (Never leave a #2 stepped up if it causes #2 overtime)
2. When there are multiple vacancies that occur at the same time on a shift use VRO / extra person to cover junior person's job and OT the senior person. This applies whether there are multiple vacancies in the #1 or #2 ranks. If a #1 vacancy exists that a VRO has been covering, and another #1 calls off, overtime the original vacancy. (In other words use the VRO to cover the second vacancy, not the first.)
3. When there are vacancies for several days on day shift and night shift, fill all of the vacancies on the day shift for day 1, then fill all of the vacancies on night shift for day 1. Repeat for each day.
4. Step up FLS jobs will be filled after the operator jobs when there is a large number of vacancies (greater than 3 per paired shift) or if there are problems filling the hourly vacancies whenever possible. (There are usually other options such as using a FLS from another area and stepping up to backfill his job)
5. #2 OT will be filled in the last job worked.
6. Management reserves the right to fill the vacancies in other sequences when a larger number of vacancies make the situation complex or a very limited number of qualified personnel are available to fill the vacancies. (Fill in classification, out of classification, move vacancy and then fill out of sequence. As a last resort allow an 8th day.)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names by their respective representatives as of the day and year first written above.

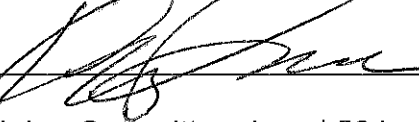
For the Union



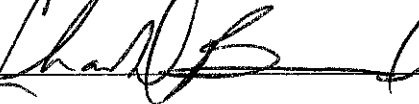
Business Representative, Local 564:
Ronald Orsak




Union Chairman, Local 564
Joe Sticher



Union Committee, Local 564
Kirk Parr




Union Committee, Local 564
Charles Broussard

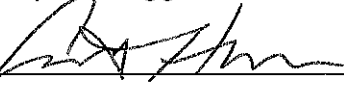


Union Committee, Local 564
Josh Biehl

For the Company



Chairman, Negotiation Committee
Stephen Higgins




Negotiation Committee
Annette Harrison



Negotiation Committee
Joe Lee



Negotiation Committee (Scribe)
Rachel Brown



Negotiation Committee (Scribe)
Iisha Teel