

**AGREEMENT BY AND BETWEEN  
ISP TECHNOLOGIES INCORPORATED  
Texas City, Texas  
AND  
THE TEXAS CITY METAL TRADES COUNCIL  
AFL-CIO OF TEXAS CITY, TEXAS**

**EFFECTIVE: April 3, 2023**

**EXPIRES: June 15, 2026**

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### TRAINEE PROGRAMS/AGREEMENTS

Groups 1 & 6

Maintenance

ARTICLES  
OF  
AGREEMENT  
TEXAS CITY

**EFFECTIVE: April 3, 2023**

**EXPIRES: June 15, 2026**

**AGREEMENT**  
**By and Between**  
**ISP TECHNOLOGIES INCORPORATED**  
**And**  
**THE TEXAS CITY METAL TRADES COUNCIL**  
**AFL-CIO OF TEXAS CITY, TEXAS**

This Agreement made and entered into by and between ISP TECHNOLOGIES INCORPORATED, ITS SUCCESSORS OR ASSIGNEES, located at Texas City, Texas hereinafter referred to as the "COMPANY" and THE TEXAS CITY METAL TRADES COUNCIL, AFL-CIO, of Galveston County, Texas hereinafter referred to as the "UNION".

**BASIC PRINCIPLES**

THE COMPANY and the UNION have a common and sympathetic interest in the progress of industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the COMPANY, the UNION, and the Public. Progress in industry demands a mutuality of confidence between the COMPANY and the UNION. All will benefit by a continuous peace and by adjusting any differences by rational, common-sense methods. The purpose of this Agreement is to establish harmonious relations for the advancement of the mutual interest of the parties without regard to race, sex, creed, color, age, or national origin in continuing and improving the manufacture and production of products at said Texas City plant. It is the understanding of the parties to this Agreement that any reference in said Agreement to the masculine gender is understood to also include those employees of the feminine gender. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**RECOGNITION**

The COMPANY hereby recognizes the Texas City Metal Trades Council as the exclusive bargaining agency for all production and maintenance employees of International Specialty Products (ISP) at its Texas City plant, including all Laboratory Employees, Warehouse Employees, Production Technicians, Storeroom Attendants, Support Technicians, Safety Technician but excluding all Office Clerical Employees, Administrative Employees, Professional Employees, Contracted Maintenance Employees, Janitors, Guards, Watchmen and Supervisory Employees, as defined in the act and set forth in the certification by the National Labor Relations Board in Case No. 23-RC-4523, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**ARTICLE 1 - UNION SECURITY**

- (A) The COMPANY agrees to honor check-off authorizations signed by individual employees, on forms agreed to by the COMPANY and UNION, which authorize the COMPANY to deduct regular monthly union dues of the employee, or initiation fees as may be authorized by the employee. Said deductions shall be made from the employee's compensation for the first full pay period each month.
- (B) The COMPANY will notify the UNION of all newly employed personnel covered by this Agreement. Such notice shall be in writing and will provide the name of the employee, classification, date of hire, address, and telephone number.
- (C) Check-off authorization shall be irrevocable for the period of one (1) year, or until the termination of this Agreement, whichever occurs sooner. It is further agreed that said authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless written notice by registered mail of revocation from the employee is received by the COMPANY and the UNION during the fifteen (15) day period prior to the expiration of each period of one (1) year, or each applicable Agreement, whichever occurs earlier. Authorizations may also be revoked at any time by mutual consent of the employee and the constituent union authorized to receive dues deducted by providing a letter signed by the employee and an official of said constituent union.
- (D) Employees who, as a result of change in job assignment, transfer from one constituent union of UNION to another constituent union may cancel any prior dues deduction authorization by submitting to the COMPANY a new dues deduction authorization. Such new authorization must be transmitted through the constituent union or its designated representative that is being authorized to thereafter receive dues of the employee.
- (E) In the event a constituent union ceases to be affiliated with UNION for any reason, and the UNION officially notifies the COMPANY of same, the authorizations of employees for deduction of dues and initiation fees for such union whose affiliation with UNION has ceased shall be immediately and automatically revoked and any monies deducted from checks of said employees and held by the COMPANY will be refunded to the employee from whose check the deduction was made.

- (F) The UNION and its constituents shall indemnify the COMPANY against any claims or loss arising out of the COMPANY'S deduction of dues and initiation fees not levied in accordance with the constitution and by-laws of the constituent unions and the constituent unions will make refunds direct to all employees, for any such wrongful deductions.
- (G) Money deducted from employee's compensation as authorized herein for employees bargained for by the UNION will be forwarded to the appropriate constituent unions of UNION. The UNION will furnish the COMPANY a list of its constituent unions having members in the plant showing the address and individual officer to whom the check should be forwarded, and the regular monthly union dues of that union as duly adopted by its membership in accordance with its constitution and by-laws. The check will be forwarded not later than the 20<sup>th</sup> of the month in which the money is deducted, along with a summary sheet showing the name of each employee from whose compensation dues and initiation fees were deducted and the amount deducted.
- (H) In the event applicable laws governing union security are liberalized to the extent that they allow a Maintenance of Membership clause, the COMPANY agrees to meet with the UNION at that time and agree on the terms of a Maintenance of Membership clause.
- (I) The COMPANY and UNION have agreed to the following check-off authorization form:

**DUES CHECK-OFF AUTHORIZATION**  
**ISP TECHNOLOGIES INCORPORATED**  
Texas City, Texas

I, \_\_\_\_\_ Payroll No. \_\_\_\_\_, a member of Local \_\_\_\_\_ hereby assigns to said local union a sum of \$ \_\_\_\_\_ for \_\_\_ months for Initiation Fee and such regular monthly membership dues as defined in Article 1, Section G, of the Articles of Agreement.

I hereby authorize my said employer after receiving this assignment to make these deductions and to remit same to the said local union.

This agreement and authorization shall become effective as of the date it is executed and shall be irrevocable for the period of one (1) 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 (1) year each or for the period of each succeeding applicable collective bargaining agreement between COMPANY and UNION, whichever shall be shorter unless written notice is given by me, by registered mail, to the COMPANY and the Local UNION, during the fifteen (15) day period prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement, whichever occurs earlier. It is further understood that this authorization may be revoked at any time by the mutual consent of myself and said Local UNION by providing the COMPANY with a letter signed by me and an official of said Local UNION.

Signature of Employee

Date

**ARTICLE 2 - Management Rights**

Except as relinquished or modified by provisions of this Agreement the COMPANY shall continue to have and exercise the right of management of the COMPANY and the direction of the working force, including the right to plan, direct and control plant operations; to schedule and assign work to employees; to establish and determine job duties, and the number of employees required thereof; to determine the means, methods, processes, schedules, and standards of production; to determine the products to be manufactured; the location of its plants, and the continuance of its operating departments; to subcontract work; to establish, issue, revise, eliminate, and enforce reasonable rules; to hire, layoff or relieve employees from duties; to maintain order and to suspend, discipline and discharge employees for just cause.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth or previously exercised by the COMPANY. The COMPANY retains, subject to the provisions of this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, which shall remain vested exclusively in the COMPANY.

**ARTICLE 3 – Seniority**

**SECTION 1. Definitions.**

- (A) Continuous Service is defined as the length of continuous employment with the COMPANY effective as of the last hiring date.

(B) A “senior” employee is that employee who has the longest continuous period of service as defined below, measured in years, months, and days.

(C) The following types of seniority shall be recognized:

- (1) **Plant Seniority.** This shall consist of the period during which an employee has been continuously employed by the COMPANY on any and all jobs that are within the unit as bargained for by the Texas City Metal Trades Council, AFL-CIO.
- (2) **Group Seniority.** This shall consist of the period during which an employee has been employed by the COMPANY in a group as listed below:

Group 1 - Chemical Process Operators

North Area

South Area

PVP

PVPP

Group 2 - Laboratory Analysts

Group 3 - Product and Material Expeditors

Group 4 - Support Technicians

Group 5 - Storeroom Attendants

Group 6 – Production Technicians

Group 7 – Safety Technician

- (3) **Maintenance Craft Seniority.** This shall consist of the period during which an employee has been employed by the COMPANY in a Maintenance Craft as listed below:

Craft 1 – Electricians and Instrument Technicians

Craft 3 – Machinists

Craft 4 – Pipefitters

Craft 6 - Operating Engineers (Heavy Equipment Operators)

Craft 8 – Capital Crew \*

\*Craftsmen assigned to the Capital Crew will continue seniority in their original craft. For example, if a Pipefitter is assigned to the Capital Crew he will continue to accrue time in the Pipefitter group during the period of assignment.

## **SECTION 2. Probationary Period.**

All new employees shall be required to complete a probationary period of 190 calendar days before the seniority rules outlined herein shall apply. After completing the probationary period, the new employee’s seniority shall be retroactive to the date he/she was employed. The employee will receive full occupational from the first day and non occupational disability will begin at 60 days. The clock will stop when the probationary employee is out on occupational or non occupational disability and will resume once the employee returns to work. (Days missed will be added to the original probationary endpoint). Termination of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement so long as the termination was not discriminatory in violation of Federal law.

## **SECTION 3. Rules as to When Continuous Service is Lost.**

The seniority of an employee will be terminated if:

- (A) Voluntarily leaves the service of the COMPANY or is discharged;
- (B) Has been absent from the COMPANY for a period of twenty-four (24) consecutive months; While receiving LTD benefits, medical, prescription drug, dental, and vision program coverages automatically continue for up to two (2) years if the employee was actively participating and contributing to those programs immediately prior to the disability. The employee must pay the required contribution for these coverages.

- (C) Absence for three (3) consecutive working days without notifying your supervisor, or in your supervisor's absence, the Human Resources Department of the reason for your absence, unless lack of notice is justified by extenuating circumstances;
- (D) Unauthorized absence beyond the time limit of any authorized leave of absence;
- (E) When recalled from layoff, failure to notify management of your intentions to return to work within five (5) calendar days after date of delivery shown on return receipt; or failure to actually return to work within fifteen (15) calendar days of the date shown on return receipt. In the event the certified letter is returned because you were not at the last address listed with the COMPANY, for the purpose of this paragraph, be deemed to have been served and failed to report.

#### **SECTION 4. Promotions.**

When a promotion becomes available in a group, operating department, or maintenance craft, such promotion shall be filled, when possible, from employees within that group, operating department, or maintenance craft. The senior qualified employee who desires the job shall fill the vacancy. In cases where the factors of occupational qualifications and ability to perform the work when considered together have relatively equal weight, employees with the greatest seniority shall be awarded the bid.

In the event the senior employee(s) is not awarded the job, he may submit a grievance under the grievance provisions of this agreement.

#### **SECTION 5. Demotions.**

Should demotions be necessary in a group, operating department, or maintenance craft, the employee in the classification being reduced with least group or craft seniority shall be demoted.

#### **SECTION 6. Transfers Within Group I—Chemical Process Operators.**

When a regular, fulltime vacancy within an operating department exists that must be filled by either transfer of an employee or by a new hire, the job will be filled from among other Group 1 employees, based on Group 1 seniority. Said bid will be posted for a period of ten (10) calendar days and shall specify what job, including section where applicable. Paragraphs (1) and (2) of Section 7 (B) will also apply to bidding for filling jobs as provided in this Section 6.

Once the primary opening is filled in accordance with this Section 6, the resulting opening will be posted for bid plant wide for ten (10) calendar days, if not so filled by a new hire.

New hires will not be eligible to bid on a job for four (4) years from date of hire.

Effective June 15, 2008, employees in Group 1 who bid and are awarded the job may not bid again for three (3) years after the date of the award.

For reason of cross training or in order to utilize an operator to train some other employee, an employee within Group 1 may be temporarily assigned to some other section or unit within their department for a period necessary to break in, not more than once per calendar year per employee.

In the event a reduction in staff is necessitated in Group I, requiring the reassignment of one or more employees, openings resulting from layoff of the most junior Group I employees shall be offered to employees being displaced by the reduction in staffing, in accordance with Group 1 seniority.

Job bids as they relate to the vacation relief will be as follows. The opening that is to be filled will first be bid. If there are no qualified bidders in that Group, then the vacation relief can move into the open position. The vacation relief job may then be bid.

A qualified Journeyman Operator is one that has a minimum of four (4) years prior operating experience in the chemical or petrochemical industries, or has successfully completed the Operator training program.

In the instance when an operator position becomes available, and the unit is already staffed with the maximum number of apprentices, the open position will be filled with a Qualified Journeyman Operator. Qualified Journeyman Operators from Group 1 will have first rights to fill the opening, based on Group 1 seniority. If no such successful bid is made, then Qualified Journeyman Operators from others groups in the plant will fill the position, on the basis of Plant seniority.

Group 1 openings will continue to be posted as Journeyman/Apprentice, unless the unit where the posting exists already has the maximum number of apprentices, in which case the position will be posted as a Journeyman. The positions can be bid as Apprentice only if the percentage of Apprentice Operators in the area is below 25%. (The Company has the right to determine where the Apprentice Operator Trainee will be assigned. The Apprentice Trainee will continue to be assigned to their original area and will not be eligible for overtime for one (1) year or until all training in the area is complete. Work assignment and overtime for the Apprentice Trainee will follow the relief operator language in Section B of the 12-hour shift agreement.)

#### **SECTION 7. Transfers From One Group or Craft to Another Group or Craft.**

- (A) When a regular, fulltime vacancy is declared in a classification, which cannot be filled within the group or craft, said job opening shall be posted on plant bulletin boards for ten (10) calendar days. All eligible employees who desire to bid may do so by signing a job bid at the COMPANY'S Human Resources Department within the ten (10) day period. Such vacancy will be filled by the qualified bidder having the greatest Plant Seniority with preference given to employees in the same Group or Craft.
- (B) The following provisions will apply to employees absent from work during the bidding period:
  - (1) Any employee who knows he/she will be absent from the plant because of vacation, jury duty or leave of absence for fifteen (15) days or less, and for those reasons only, may submit to the Human Resources Department a pre-bid indicating those jobs he/she desires, should a vacancy be posted during their absence. Any employee submitting a pre-bid shall be considered for a vacancy only if his/her pre-bid is registered prior to the ten (10) day period outlined on the Job Vacancy Announcement. Each pre-bid shall be effective only for the duration of each individual's specific absence.
  - (2) An employee absent from work for any other reason shall be allowed to file an application, in writing, with the Human Resources Department, for a job posted during his/her absence within three (3) working days after his/her return to work, provided the employee's unscheduled absence included as many as three (3) of the ten (10) days the job was posted, and provided that the length of his/her absence did not exceed thirty (30) calendar days beyond the day of the original posting. In order to expedite the filling of a posted position, nothing herein shall prohibit the COMPANY from personally contacting employees off work because of unscheduled absences to determine such employee's desire, in lieu of awaiting their return to work.
- (C) If there are no qualified bidders for a posted job, the COMPANY may within one hundred-eighty (180) days, fill the job with a new hire or by the transfer of an employee from outside the bargaining unit. If the COMPANY determines that a bidder is not qualified, the employee may contest the determination through the grievance and arbitration provisions of this Agreement. Nothing herein shall interfere with the filling of the vacancy with another employee or with a new hire pending disposition of the grievance.
- (D) An employee whose bid has been denied on the basis of qualifications will not again be considered for a transfer to that Group or Craft unless he/she can demonstrate his/her qualifications have so changed that the employee may then satisfy the requirements of the job. Any employee hired after December 15, 2006 into Group 1 or Group 6 or who bids for a transfer from Group 6 to Group 1 will be subject to the new testing protocol. Those employees who do not successfully pass the selection protocol will be precluded from testing again for a period of two (2) years.
- (E) A successful bidder will enter at the appropriate rate, either trainee or journeyman levels, as indicated in the Job Vacancy Announcement. Successful bidders will be transferred to their new jobs as soon as practicable; it being understood, however, that any successful bidder must be transferred to his/her new job within three (3) calendar months following the date of the Notice of Successful Bidder unless the COMPANY demonstrates that to move said successful bidder would create a situation where his/her job cannot be manned in a safe manner. The Notice of Successful Bidder will be posted in the plant and a copy mailed to the UNION.
- (F) An employee hired as an apprentice, or a new hire hired into Group 1 (Operations) will not be eligible to bid for a transfer for a period of four (4) years. This provision is effective immediately for all employees in Group 1. Current tenure in a job will count towards the four (4) year requirement.
- (G) Employees who are awarded a bid for transfer from one Group or Craft to another will not be eligible to bid for six (6) years. This provision is effective immediately for all covered employees. Current tenure in a job will count towards the six (6) year requirement.

- (H) A bidder who withdraws his/her name from consideration prior to the bid being awarded will not be considered for any other transfer for a period of six (6) months.
- (I) A bidder who refuses to accept a tendered bid will not be considered for any other bid for a period of three (3) years. Bidders will be required to accept or refuse a tendered bid by the end of their first regular scheduled work date following the day of the offer. No response will be considered a refusal.
- (J) An employee who is transferred in accordance with the provisions of Section 7 shall retain his/her seniority in his/her former Group or Craft. He or she will not be permitted to exercise such seniority however, nor shall the COMPANY be allowed to transfer the employee back to his/her former Group or Craft, unless (a) the employee is being laid off from a group or Craft because of a reduction in force; or (b) by mutual agreement between the COMPANY and UNION.
- (K) All open Storeroom positions will be posted at the starting wage with a 24-month progression.
- (L) Journeyman employees with five (5) or more years of experience that bid into the Material Expeditors position will be paid at 100% Journeyman rate. Group 6 employees will start at 90% rate of pay with a 24-month progression rate. Material Expeditors will have no bidding preference to any group or craft.
- (M) The Safety Technician position (Group 7) shall be paid at the hourly Journeyman rate plus 15%. Seniority for Group 7 begins June 15, 2008.
- (N) The Environmental Support Technician (Group 4) shall be trained to backfill the Safety Technician during vacation, illness, or any other absence. In addition, the Environmental Support Technician may perform Safety Technician work if deemed necessary by the Company during times of high load (i.e. unit/plant shutdowns, etc.). The Environmental Support Technician will be paid 15% step-up when working Safety Technician duties.
- (O) If an employee wishes to bid into a position and has prior Journeyman credentials for that position, the employee must first successfully pass the selection process and testing requirements that have been established or will be established for that position. Union input will be considered for any observations to the work demo process for Machinist and I&E.
- (P) Group 6 (Production Technicians) employees will be able to bid from a Team Lead Production Technician position into any Group or Craft regardless of time in this role.

## **SECTION 8. Layoff**

Layoff from a group or craft shall be in inverse order of group or craft seniority, provided employee(s) retained is physically able, qualified and capable of performing the open job or jobs after reasonable break-in. An employee being laid off in a reduction of force and who possesses retained seniority in another group or craft may exercise such seniority in order to forestall layoff from the plant.

All employees hired before 6/15/04 would maintain their current rate of pay if due to a reduction in force they have to bump to a lower paying job.\* All employees hired after 6/15/04 would maintain their current rate of pay for a period of nine-months.\*

### **\*NOTE:**

The wording in both of these instances applies if an employee does not receive a recall notice as described in Section 9 of this Article. If an employee receives a recall notice and does not accept the recall, they will immediately go to the lower rate of pay for the job they were bumped to.

## **SECTION 9. Recall**

Recall from layoff shall be in inverse order from layoffs within the Group or Craft, provided employees being recalled are physically able, qualified and capable of performing the open job or jobs after reasonable break-in. Employee being recalled shall, unless otherwise provided below, be notified by certified mail, return receipt requested, mailed to the last address on record in the COMPANY'S files. If the COMPANY does not receive a reply to said notification from the employee within five (5) calendar days from the date of delivery as shown on the return receipt stating that he/she will return to work within fifteen (15) calendar days from said delivery date, or if he/she fails to so return to work although he/she was sent such a notice, the next eligible person will be placed in the vacancy.

An employee, when replying within the five (5) calendar days to the COMPANY'S notice, requesting his/her return to work, may in special cases, be given an extension of time by the COMPANY beyond the fifteen (15) calendar day limit specified above. Failure to reply or failure to so report to work will abrogate all recall and seniority rights of the employee.

A person currently employed by the COMPANY who is subject to recall to a Group or Craft where they have been laid off in a reduction of force may be served the recall notice, in writing, by hand. In such case, the employee being recalled to a Group or Craft where they have been laid off must either accept the recall, by the end of their first scheduled work day following the day they were handed the notice, or suffer loss of all rights to recall and seniority in that Group or Craft.

#### **SECTION 10. Preferred Work Schedules.**

When straight day or other preferred work schedules are established other than positions on a shift schedule, senior qualified employees within the group, department, or maintenance craft affected shall be given preference in filling said schedule so long as such transfer(s) does not impair operations, or the work schedule will be covered by rotation of qualified employees.

#### **SECTION 11. Transfer Out of Bargaining Unit.**

(A) No employee will be temporarily transferred to a job outside the bargaining unit for not less than one (1) full shift. An employee transferred to a position outside the bargaining unit will retain and accumulate seniority for a period of three (3) months of the calendar year after such transfer or promotion but thereafter shall neither accumulate nor retain seniority.

(B) An employee temporarily transferred to a job outside the bargaining unit will not be eligible for overtime within the bargaining unit until he/she has returned to his/her job within the bargaining unit and has worked a full shift. Step-ups must be stepped up at the start of a regular shift. In such case, the employee stepped up will at time of return, have his/her overtime total adjusted by adding the average number of hours worked on overtime during the period of the temporary transfer.

(C) COMPANY and UNION agree that if management determines that it will utilize bargaining unit personnel for temporary relief of employees outside bargaining unit that bargaining unit employees must have at least four (4) years plant seniority and then said practice shall be uniformly applied in all departments, groups, and crafts.

The Company will discuss with the Union when increasing an employee's pay for any reason.

When an hourly employee is stepped up and a holiday falls within the timeframe of the assignment, the employee will be paid the step up rate for the holiday hours.

#### **SECTION 12. Seniority List.**

The COMPANY shall provide the UNION, quarterly, three (3) copies of a correct seniority list. Copies of the current seniority list shall be posted in appropriate places in the plant.

#### **SECTION 13. Procedure to Determine Seniority Ranking.**

In the event two or more employees have the same Group or Craft seniority, their plant seniority would apply. If plant seniority is the same, then seniority ranking will be chosen by lot.

#### **SECTION 14. Seniority Layoffs From Groups 1, 2, 3 & 6**

This section is only applicable to employees of Group 1, 2, 3 & 6 who were employed prior to December 15, 1977, and thus were part of one common seniority group prior to that date.

In the event such employee(s) is laid off from Groups 1, 2, 3 & 6 who has greater plant seniority than any other employee(s) in Groups 1, 2, 3 or 6, said employee(s) must exercise his seniority to displace the junior employee(s) in Groups 1, 2, 3 or 6, if qualified to perform the work. An employee(s) who displaces another employee(s) under the above conditions must sign a Trainee Agreement if going to Group 1 or Group 6.

Seniority computation in this case will be the same as if the employee had bid for transfer to said Group.

## **ARTICLE 4 - Hours of Work**

### **SECTION 1.**

This article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

### **SECTION 2. All Employees in Seniority Groups 1, 2, 3 4, 6 and 7.**

The period of time from 6:30 a.m. to 6:30 a.m. the following day shall constitute a payroll day. The period of time composed of seven (7) consecutive payroll days, extending from 6:30 a.m. Monday to 6:30 a.m. the following Monday shall constitute a regular workweek at this plant for the groups listed above.

The hours of work shall be as follows:

#### **(A) Day Workers**

Eight (8) consecutive hours of work per day shall constitute a day's work

Hours of work shall be:

Group 3 - 8:00 a.m. to 4:00 p.m. Monday - Friday

Group 4 & 7 - 7:00 a.m. to 3:00 p.m. Monday - Friday

Group 2 shall have a flexible schedule with a starting time window from 6:00 a.m. to no later than 7:30 a.m. starting on the half hour. The ending times will have a window of 2:00 p.m. to 3:30 p.m.

Group 2 Evening Shift – 2:45 p.m. – 10:45 p.m. Monday - Friday

(B) Shift Workers Schedule – Twelve (12) consecutive hours of work per day shall constitute a day's work.

### **SECTION 3. All Employees in the Maintenance Crafts.**

The period of time from 7:00 a.m. to 7:00 a.m. the following day shall constitute a payroll day for all maintenance employees. The period of time composed of seven (7) consecutive payroll days, extending from 7:00 a.m. Monday to 7:00 a.m. the following Monday, shall constitute a regular work week at this plant for all maintenance employees.

(A) Day Workers – Eight (8) consecutive hours or work per day, exclusive of a one (1) hour lunch break starting at 11:00 a.m. and ending at 12:00 noon. This applies to the Maintenance and Storeroom crafts. Thirty (30) minutes will be an unpaid lunch and thirty (30) minutes will be paid. This will replace both the morning (9:00-9:15 a.m.) and afternoon (2:00-2:15) break periods. The loss of scheduled breaks does not mean that an employee cannot take a break on an "as needed" basis. Hours of work shall be from 7:00 a.m. to 11:00 a.m. and from 12:00 Noon to 3:30 p.m.

(B) Evening Workers – Eight (8) consecutive hours or work per day shall constitute a day's work

Hours of work shall be:

Evening Maintenance Crafts – 3:00 p.m. to 11:00 p.m. Monday - Friday

### **SECTION 4.**

Maintenance employees may be scheduled as shift workers if and when required in the operation of the plant, and when so working shall be permitted sufficient time to eat during the period without loss of pay. Maintenance employees working shift work, when being reassigned to straight days, will normally be reassigned at the beginning of the workweek.

### **SECTION 5.**

All work schedules presently in effect will be included in Exhibits 1-13, and attached hereto. Any changes in these schedules will be mutually agreed to by COMPANY and UNION. Any new schedules mutually agreed to by the COMPANY and UNION shall be added to Exhibits, and made part of this Agreement.

**SECTION 6.**

It is understood that the COMPANY may institute whatever procedures are necessary for the accurate recording and reporting of time worked.

**SECTION 7.**

Temporary work schedules may be established consisting of two (2) twelve (12) hour maintenance shifts. Such shifts will be from 7:00 a.m. to 7:00 a.m. Such temporary work schedules shall not exceed twenty-one (21) calendar days in any one year except in emergencies caused by natural disasters, explosions, major power outages or unless mutually agreed by COMPANY and UNION. Such assignments shall be based on seniority.

**SECTION 8.**

All employees will be eligible for a Perfect Attendance Award which will be calculated based on the employee’s attendance from April 1 through March 31. The attendance record is defined as zero absences during the selected vacation year. The only absences permitted for the Perfect Attendance Award are:

Vacations, holidays, jury duty and death-in-the immediate family (per the Contract).

Illnesses, personal business, tardiness, unexcused absences, and 2 hour doctor visits will be counted against the attendance record.

The employees eligible for the Perfect Attendance Award will be recognized and rewarded per the following table. Maximum payable award is \$1,750.

Perfect attendance years are additive up to ten (10) years when the maximum payable amount is reached.

<b>Years</b>	<b>Amount</b>
1	\$175
2	\$350
3	\$525
4	\$700
5	\$875
6	\$1,050
7	\$1,225
8	\$1,400
9	\$1,575
10	\$1,750

**ARTICLE 5 – Overtime and Premium Time Regulations**

**SECTION 1.**

(A) Employees will be paid one and one-half times their regular hourly rate for all hours worked:

- (1) In excess of eight (8) hours in a payroll day.
- (2) In excess of forty (40) straight time hours in a workweek.

If coverage is needed in excess of 12 hours for reasons other than normal absences (Sick, Vacation, Floater, Training) the employee shall receive double time pay for all hours after 12 hours.

(B) Double time shall be paid for all work performed on the seventh (7<sup>th</sup>) day in the work week, provided the employee has actually worked at least four (4) hours on each of those seven (7) days. Vacation days, sick days, holidays and floaters will not be counted towards 7<sup>th</sup> day pay.

In the event any employee works 10 straight work days from Tuesday – Saturday, the 7<sup>th</sup> day worked will be paid at double time pay.

- (C) An employee shall not be paid both daily and weekly overtime for the same hours worked.
- (D) Hours for which straight time pay is received, whether worked or not will count as worked for the purpose of computing overtime.
- (E) There will be no duplication or pyramiding in computing premiums and/or overtime pay. Nothing in this Agreement shall be construed to mean the payment of more than one (1) premium for the same hours worked.

**SECTION 2. Notice of Change of Schedule.**

When possible, employees will be given fifty-six (56) hours notice of a change in schedule. Should an employee not be given fifty-six (56) hours advance notice prior to the starting time and date of the new schedule, or to the time a shift would have started that is to be taken off, whichever is sooner, one and one-half (1-1/2) times the regular rate shall be paid for the first eight (8) hours worked on such new schedule.

**SECTION 3. Overtime Meals**

An employee shall be eligible for an overtime meal allowance any time an employee is held over two (2) hours beyond the regularly scheduled shift, and at four (4) hour intervals thereafter.

An employee called or scheduled in outside the regular shift with less than four (4) hours notice will receive an overtime meal allowance after the first two (2) hours of overtime worked, and at each four (4) hour intervals thereafter.

Employees will be allowed twenty (20) minutes to eat the overtime meal during paid time.

An employee called or scheduled in outside his regular shift with four (4) or more hours notice shall receive an overtime meal allowance upon completing ten (10) hours of work and at four (4) hour intervals thereafter. Meal allowances will be paid to the employee once a month on a normal paycheck.

If an employee is given 16-hours notice, regardless of how notice is given, they will receive no overtime meal allowance for the entire shift.

Each overtime meal allowance shall be \$10.00.

**SECTION 4. Shift Differential**

Shift differential shall be added to the base rate of employees required to work during the hours indicated in the following schedule for each hour worked during such period:

**(A) For Rotating Shift Employees:**

6:30 a.m. to 2:30 p.m.	No differential
2:30 p.m. to 10:30 p.m.	Fifty cents (\$.50) per hour
10:30 p.m. to 6:30 a.m.	One dollar (\$1.00) per hour
6:30 a.m. to 6:30 p.m.	No differential
6:30 p.m. to 6:30 a.m.	One dollar and fifty cents (\$1.50) per hour

**(B) For All Other Employees:**

6:00 a.m. to 2:00 p.m.	No differential
7:00 a.m. to 3:30 p.m.	No differential
7:30 a.m. to 4:00 p.m.	No differential
8:00 a.m. to 4:00 p.m.	No differential
4:00 p.m. to 12 Midnight	Fifty cents (\$.50) per hour
3:00 p.m. to 11:00 p.m.	One dollar (\$1.00) per hour for Maintenance Crafts
12 Midnight to 7:30 a.m.	One dollar (\$1.00) per hour
12 Midnight to 8:00 a.m.	One dollar (\$1.00) per hour

Calculations of overtime and premium pay shall include any applicable shift premium as part of the regular rate.

**SECTION 5. Transportation**

If an employee has been requested to work overtime after he has reported to work and has no transportation home, the COMPANY shall provide transportation home for such employee.

**SECTION 6. Call-Out and Schedule-Out Pay**

- (A) An employee who has left the Plant and is called out by the COMPANY to work outside his/her regular schedule shall receive not less than four (4) hours pay at time and one-half. The employee shall be required to perform only the work for which he/she was called out, or if occurring during the call-out (a) emergency work to prevent endangering life or property, or (b) appropriate work to prevent the immediate shutting down of a unit, or loss of product purity.
- (B) An employee who is scheduled out and reports to work outside his/her regular schedule shall receive not less than four (4) hours pay at time and one-half. Sixteen (16) hours advance notice is required on a schedule out.
- (C) If an employee on call-out or schedule out reports to work less than four (4) hours prior to his/her regular schedule, and works continuously into the regular schedule, the employee will be paid the overtime rate for the first four (4) hours worked. The remainder of his/her scheduled hours shall be paid at the appropriate hourly rate. In cases where the company desires to perform training, communications or investigations for no more than 90 minutes in duration prior to the start of the shift, the employee will be paid at time and one half for the additional hours and then the appropriate straight time pay for the normal shift they are working, provided that the company gives at least (16) hours notice. This applies to all hourly employees.
- (D) Call-outs which occur on a Saturday where time worked extends on a continuous basis into Sunday, will be calculated as one (1) call-out; however, 7<sup>th</sup> day provisions will apply if all days meet the requirements of Article 5 Section 1 (B).

**SECTION 7. Consecutive Hours**

Employees who have not had a normal rest period will be limited to twelve (12) consecutive hours of work followed by a minimum of eight (8) hours of excused absence with pay for any regular hours missed because of said excused absence. Normal rest is defined as eight (8) hours away from the job between notification and reporting for work. Employees excused for twelve (12) hours following a twelve (12) hour work period will be expected to return for their next regular work period and be made whole.

Once an employee has worked twelve (12) or more hours, he/she will not be charged for refusal of overtime that would require the employee to work further overtime without at least eight (8) hours of rest.

When an employee has worked sixteen (16) continuous hours and up to or within his regular shift, the employee will be allowed to go home and will be paid at the straight time rate for the remaining hours of his regular shift.

**SECTION 8. Holidays**

- (A) Employees required to work COMPANY designated holidays shall have the option to work at straight time that day and designate another holiday as a day off\* provided twenty (20) hours notice is given, and said selection does not interfere with the operation of the plant. The following shall constitute the holidays within the terms of this Agreement:

New Year’s Day	Independence Day
President’s Birthday	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

\* Notice must be given to the supervisor before the end of the shift worked on the COMPANY designated holiday. When designating another holiday as a day off, the employee will receive twelve (12) hours at the contractual rate if assigned to the 12-hour shift and must take the day off.

All employees on a rotating shift schedule (see attached schedules) shall have three (3) floating holidays, said days to be the individual’s choice, provided twenty (20) hours notice is given, they must take the day off, and said selection does not interfere with the operation of the plant. Preference shall be given to the senior employee on the basis of operating department, craft or group seniority. Floating Holidays may be canceled by employees with twenty (20) hours’ notice. A floating holiday constitutes a 24-hour

period. All other employees, with the exception of Group 1 and 2, shall observe three (3) floating holidays designated by the COMPANY. Groups 1 and 2 may designate floating holidays how they choose.

- (B) Holidays shall be observed on the day as nationally observed except that non-rotating shift workers shall observe Sunday holidays on the following Monday and Saturday holidays on the preceding Friday.
- (C) The COMPANY agrees to pay employees at their base rate of pay for eight (8) hours on each of the holidays; provided, however, that an employee shall not be eligible for this holiday pay if he/she fails to work both (1) the last regular scheduled shift prior to, and (2) the regular scheduled shift immediately after the holiday, except if such absence from one or both days was excused by the COMPANY, the employee was laid off on the work day preceding or following the holiday, was because of bona fide illness or accident, jury duty, death in the immediate family or vacation.
- (D) In addition to holiday pay as provided in (C) above, hours worked on a holiday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for the regularly scheduled hours of work, and two and one-half (2-1/2) times the employee's regularly hourly rate for out-of-schedule hours worked on the holiday.
- (E) An employee who is instructed to work his/her regularly scheduled hours on a holiday, but who fails to report and is not excused by the COMPANY, will receive no pay for the holiday; it being understood that this provision does not apply to an employee requested to work on a call-in.
- (F) An 8-hr employee that works the assigned holiday will be allowed to save the holiday and take it another day. This day must be taken within the calendar year prior to December 31<sup>st</sup>. The employee is required to work their full shift and all hours worked will be paid at straight time. The saved holiday will be paid during the payroll period in which it is taken.

#### **ARTICLE 6 -- Contracting of Work**

- (A) The COMPANY shall strive to have all maintenance work performed by employees covered by this Agreement insofar as there is sufficient equipment, employees and skills available to perform the work required.
- (B) The COMPANY may contract out any new construction or additions to all existing property, maintenance, repair and/or renovation work, provided that permanent employees covered hereby shall not be terminated or laid off as a result of the work being contracted out, nor shall it prevent the recall of any employees on the recall list of any Group or Craft involved.
- (C) The COMPANY shall, after the date of signing of this Agreement for its duration, other things being equal; award contracts for the execution of maintenance work in this plant to contractors who provide the prevailing area wage scale. Construction work will be competitively bid.

NOTE FOR CLARIFICATION: Maintenance work is defined as work done to fix items in place or to replace equipment in kind.

Construction work is defined as work done to build new facilities, to change existing facilities and add or move equipment and/or facilities.

- (D) The COMPANY may continue to contract maintenance work which is not covered by classifications listed in the wage schedule of this Agreement.
- (E) The maintenance employees will be offered routine overtime before contractor employees. When the contract requires overtime to first be offered to employees, the COMPANY will "offer" a like number of employees the overtime, but will not force employees to work a like number of hours as a result of a refusal to accept the overtime. The COMPANY still reserves its right to force employees to work overtime when needed.
- (F) Employees and contractor employees will be assigned to work together only when sufficient Company employees are not available to cover the job.
- (G) Qualified contractors will be permitted to "firewatch" on contracted jobs.

During non-routine periods, such as turnarounds, performing maintenance work will be first priority for the Maintenance Department. Operators, Laboratory Analyst, Production Technicians and Material expeditors will be responsible for “firewatch”.

During periods of routine work, the Maintenance Department will “firewatch” their own work as available. When not available, Operators, Laboratory Analyst, Production Technicians and Material expeditors will be responsible for “firewatch”.

#### **ARTICLE 7 -- Assignment of Work**

- (A) The COMPANY and UNION agree that employees will continue to be assigned to work within the skill requirements of their particular Craft or Group.

In cases of emergency endangering life or property, any employee may perform work outside his/her classification while such an emergency exists.

The COMPANY agrees that no employee while classified on a job in the bargaining unit, shall be asked, or required to perform duties which are management responsibilities as outlined in Article 2, Management Rights, Paragraph 1. Duties that bargaining unit employees will be required to perform include such tasks as writing work orders, completing vehicular entry permits, completing master cards, assisting in training, assisting in writing procedures, utilizing the computer to the fullest, printing labels and correctly inputting operating and maintenance data. The COMPANY and UNION agree to work together in instances where work may be moved into the bargaining unit where it would be more effectively performed. Further, it is expected that bargaining unit employees will work without being closely supervised.

The foregoing is not intended to restrict the COMPANY from temporarily assigning employees in a particular Craft or Group to assist another Craft or Group, or performing minor incidental work of another Group or Craft, where such assignment is necessary to expedite repairs to limit or reduce down time for the resumption of operations. During annual shutdown or shut down of a unit or units, excess employees will first be assigned to assist maintenance employees, and will only be assigned to assist other employees. The intent of the first sentence of this paragraph is to be applied in the same manner as paragraph 2 of this article, i.e. in emergencies only.

- (B) Incidental/Common Skill Work.

Notwithstanding the stipulations in A above, the COMPANY and UNION agree that employees in Maintenance Crafts will be required to perform incidental/common skill work in completion of their work assignments as outlined below.

The following list provides examples of the type of incidental work across crafts that Maintenance employees will be expected to perform.

- (1) First flange, first union, first connection, will be assigned to the craft assigned the primary work. Second flange, second union, and second connection, will be assigned if necessary to perform primary task. Obstructions of a minor nature will be removed and reinstalled by the craft with the primary task.
- (2) Strip reusable and non-reusable non-asbestos insulation necessary to break flanges and/or junctions or to gain access. Non-asbestos insulation is identified by blue bands.
- (3) Pull back tracings to gain access.
- (4) When replacing mechanical seals in a pump, if it is found that the suction screen is also plugged, Machinists will remove and clean the screen or if there is a small piece of tubing broken going to the seal for a flush, they will also replace the tubing. (normally performed by pipefitters)
- (5) Relief valve and rupture disc work is assigned to Pipefitter craft. During trouble shooting of compressors, if it is found the relief valve is bad, the machinist will replace the valve. If a pressure gauge is found to be bad, it will also be replaced by the machinist. (normally performed by I&E) Re-assignment of this work will not result in a reduction of force in the I&E craft.
- (6) During the removal of pump or compressor for overhaul, Machinist will remove and replace piping for this overhaul. (normally performed by pipefitters)
- (7) While repairing a leaking pump, if after insulation is removed, it is discovered a valve packing is leaking, the machinist will tighten the packing. (normally performed by pipefitters)
- (8) When Pipefitters are assigned the task of unplugging a line or opening a line for cleaning, they will remove and replace control valves and orifices. (normally performed by I&E)
- (9) Pipefitters will replace a pressure gauge if it is found to be bad, while completing their assigned task. (normally performed by I&E)

- (10) During removal of an electrical motor, Instrument/Electrical Technicians will remove hold down bolts and couplings, but will not replace the coupling. (normally performed by machinists)
- (11) If an Instrument/Electrical Technician finds a pipeline plugged while working on a control valve, they will unplug the line. (normally performed by pipefitters)
- (12) If in the course of a craft's primary task a bolt or screw breaks, that craft will remove and replace the broken bolt or screw.
- (13) Remove insulation pads to gain access to their equipment and replace insulation pads removed.
- (14) Remove/Replace piping spools if connected to primary equipment,
- (15) Use the computerized maintenance management system including the generation of work orders,
- (16) Scope and plan work for their craft,
- (17) Clean-up after jobs,
- (18) Heavy Equipment Operators will be able to operate forklifts, Man lifts, Drotts and Carry Decks.
- (19) Heavy Equipment Operator can move raw materials to/from the units (normally done by Material Expeditors), drums/totes for the Environmental Department (normally done by Environmental Support Technician). Heavy Equipment Operator will also run tractors/mowers.
- (20) Storeroom Attendants will be able to operate a forklift.
- (21) Pipefitters, Machinist and I&E will be able to operate Man lifts and scissorlifts.
- (22) When repairing rotating equipment, if it is necessary to cut off bearings to facilitate the repair, this work will be performed by machinists.

(C) Notwithstanding A above, the COMPANY and UNION agree that Operators, Material Expeditors and Group 6 will be required to perform the following maintenance duties in addition to duties they currently perform.

The following list provides examples of the type of maintenance functions Operators, Material Expeditors and Group 6 will be expected to perform.

- (1) Tightening of valve packing and loose bonnets.
- (2) Tighten packing.
- (3) Add oils or fluids as needed.
- (4) Lubrication of equipment.
- (5) Add ink or change ink cartridges as needed.
- (6) Change out charts in recorders.
- (7) Tighten leaking unions.
- (8) Replace gauges if given the proper gauge.
- (9) Change out sock filters and PVP dryer filters as discussed.
- (10) Change hose fittings, and nipples.
- (11) Changing out readily accessible light bulbs or panel lights, as long as proper bulbs are available.
- (12) Hookup and disconnect ISOTAINER/tank wagons that are quick disconnect type. They will install and remove the quick disconnects.
- (13) Adjust seal flushes.
- (14) Hookup flex hoses for routine process work. They will install and remove the quick disconnects.
- (15) Use steam lances for cleaning lines.
- (16) Make first attempt at clearing sight glasses using steam or other non-intrusive means.
- (17) Connect/disconnect tubing fittings to clear line or prepare line for maintenance.
- (18) Assemble/Disassemble small threaded nipples and caps.
- (19) Remove insulation pads to gain access to their equipment and replace insulation pads they remove.
- (20) Remove and clean basket type strainers.
- (21) Clean up after jobs.
- (22) Remove and install all connections on isotainers, tank wagons and railcars.
- (23) Operate forklifts.

(D) All maintenance crafts will be responsible for blinding/un-blinding their own equipment. Machinist and Pipefitters can be used to assist each other during turnarounds, unit outages or emergency situations.

(E) The Capital Crew has been established to reduce the need to layoff craftsmen when maintenance requirements are reduced because of business circumstances. When active, the crew's primary purpose is to work on construction work as defined in Article 6.

- (1) Assignment – Assignment to the Capital Crew will be based on;

- (A) Capital Crew Craft requirements as established by the COMPANY.
  - (B) Volunteers, based on craft seniority.
  - (C) Forced assignment, based on craft seniority.
  - (D) The maximum number of craftsmen is as follows unless agreed upon by the COMPANY and UNION;
    - i. Electricians and Instrument Technicians – 2
    - ii. Machinist – 2
    - iii. Pipefitters – 2
- (2) Schedule. The Capital Crew will work the same schedule as maintenance personnel unless an alternative schedule is agreed upon by both the COMPANY and UNION. This agreement must consider the effect an alternative schedule would have on overtime, vacations, and holiday pay as well as other contingencies that may arise from a non-standard work schedule.
- (3) Maintenance Priorities
- (A) Personnel assigned to the Capital Crew may be reassigned to their respective craft when maintenance needs require due to craft work loads or when there is a lack of construction work to support the Capital Crew. They will normally be scheduled back at the end of the work week.
  - (B) The COMPANY will attempt to minimize the back and forth movement between the Capital Crew and crafts to reduce the inconvenience to the employee.
- (4) Overtime
- (A) The Capital Crew may be assigned overtime on construction jobs without first offering overtime to the regular maintenance crafts. Established procedures for overtime assignment will be used when assigning Capital Crew personnel to overtime.
  - (B) Maintenance overtime will be offered to personnel working in the maintenance craft before offering the work to personnel assigned to the Capital Crew within their craft lines.
  - (C) In the event that a force is required, Capital Crew members will not be included in the normal force over rotation for maintenance work.
  - (D) When working schedules different from the maintenance schedule, capital crew personnel may not be assigned to maintenance work during the period when maintenance personnel are off and the capital crew is on unless all maintenance craftsmen affected refuse the overtime. In the event this happens, the effected employee/employees will receive a call-out in addition to their regular scheduled pay.
  - (E) Craftsmen assigned to the Capital Crew will maintain their normal rotation on the Maintenance Callout List.
  - (F) When vacancies come up in the maintenance crafts, the craftsmen in the capital crew will have the option to return to their original craft.

## **ARTICLE 8 – Jurisdictional Disputes**

- (A) Work which has previously been assigned to a Group or Craft shall continue to be performed by members of that Group or Craft unless and until changed as hereinafter provided.
- (B) When the COMPANY wishes to make a change in a work assignment or when work is to be assigned which has not previously been assigned, the COMPANY and the UNION shall meet and attempt to mutually agree on the assignment.
- (C) The UNION agrees that in the event a jurisdiction dispute arises between any of the constituent unions of UNION, Crafts or Groups, with reference to jurisdiction over work to be performed at this plant by employees of the COMPANY, the unions involved in such dispute shall fully inform the COMPANY regarding their respective positions in the matter and meet with the COMPANY to discuss and attempt to settle the dispute.
- (D) If, after this discussion, the matter cannot be settled between the COMPANY and the unions, it shall be settled by the UNION and its parent AFL-CIO Metal Trades Department in accordance with its established procedure governing the settlement of jurisdictional disputes. When the UNION has certified the settlement as reached by the UNION in accordance with its procedure, the COMPANY shall so assign the work, provided the award meets the requirements as set forth in this Article.
- (E) The UNION recognizes that a production plant requires that the principle of craft jurisdiction be applied with common sense and some flexibility in order to give proper consideration to practical problems of production involved. Accordingly, the UNION agrees to apply a rule of reason in connection with jurisdictional questions arising under this Agreement. Further, the unloading and loading of all tank wagons and tank cars into and out of storage tanks shall be done by Material Expeditors.
- (F) The UNION further agrees that such settlement shall be made without permitting the dispute to interfere in any way with the commencement, progress, or prosecution of the work and without increasing the cost of the work to the COMPANY by reason of payment of wages to any employee for work not performed.
- (G) In the event the settlement arrived at by the UNION does not meet the conditions as set forth in (E) and (F) above, then it is agreed that the matter may again be referred to the UNION for further consideration. A disagreement as to whether a settlement meets the conditions set forth herein shall be settled in accordance with the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 9 – Vacations**

- (A) The COMPANY and UNION agree that the vacation year will be from April 1 of one year through March 31 of the next year.
- (B) A newly hired employee will not be eligible for nor accrue vacation until he or she completes 190 days service. Upon completion, however, vacation credit for said employee shall be retroactive to the date of hire. Starting with the first April 1<sup>st</sup> after date of hire, or upon completion of the probationary period, if April 1 fell within same, the new employee shall be eligible for five-sixths ( $5/6^{\text{th}}$ ) of a day vacation for each month or fraction thereof employed prior to April 1. Fractional credits for vacation days earned will be calculated to the next whole day. Vacation credits accumulated after April 1<sup>st</sup> of the current year shall not be taken until April 1<sup>st</sup> of the following year.
- (C) Employees who have completed one through four years of continuous service prior to April 1 will be eligible for two- (2) weeks (10 workdays) vacation during the vacation year.
- (D) Employees who complete five- (5) years continuous service shall be eligible for three (3) weeks (15 work days) vacation during the vacation year.
- (E) Employees who complete ten- (10) years continuous service shall be eligible for four (4) weeks (20 work days) vacation during the vacation year.
- (F) Employees who complete twenty- (20) years continuous service shall be eligible for five (5) weeks (25 work days) vacation during the vacation year. Employees eligible for five (5) weeks of vacation shall be eligible to carry over up to two (2) weeks vacation once during the term of the contract.

- (G) Employees who complete thirty- (30) years continuous service shall be eligible for six (6) weeks vacation during the vacation year. Employees eligible for six (6) weeks of vacation shall be eligible to carry over up to two (2) weeks vacation once during the term of the contract.
- (H) Pay for a vacation day will be eight (8) hours straight time at employee's base rate.
- (I) The COMPANY will grant employees 32 hours of vacation to be taken in four (4) hour or eight (8) hours segments- This will equal thirty-two (32) hours or four (4) eight (8) hour segments for (twelve) 12 hour shift employees, and thirty-two (32) hours or eight (8) four (4) hour segments for eight hour employees. All segments must be taken at the beginning or end of a shift and the remainder of the shift must be worked. A 48 hrs. notice is required.
  - (a) Scheduling a four hour segment at the end of the Thursday prior to long change does not block the employee from being scheduled/called-in for overtime during long change.
  - (b) Scheduling a four hour segment at the beginning of the Friday night after long change does not block the employee from being scheduled/called-in for overtime during long change.
- (J) Employees may schedule all their vacation by days. Five (5) days may be taken by day workers with one (1) hour notice vacation days, with the balance requiring twenty-two (22) hours' notice (except for the four hour segments as noted above). Note: The COMPANY reserves the right to determine how many employees can be on vacation on any given day and whether or not vacation time can be granted on any given day.
- (K) Prior to April 1 of each year, vacation schedules shall be prepared and employees will designate their preference for first choice vacation dates. Vacations may be split into as many periods as the employee has weeks of vacation exclusive of days placed in vacation bank.

The number of employees allowed off on vacation at any time, within any group of craft of employees and/or on any shift, will be governed by the plant's operating requirements. Where two or more employees desire vacation at the same time, and only one may be permitted off, plant seniority shall govern.

Vacations not scheduled before April 1<sup>st</sup> will be taken on a first-come, first-serve basis.

Scheduled vacation may be canceled by employee with twenty-four (24) hours' notice, except for vacation scheduled on the first day back after long change, which requires the employee to cancel the overtime by 2:30 p.m. on Thursday, prior to leaving for long change.

Employees may schedule all their vacation by days. Five (5) days may be taken with one (1) hour notification prior to the start of the employee's shift and the remaining days may be taken with forty-eight (48) hours' notice.

- (L) In calculating time for vacation accrual, no deduction will be made for time lost due to sickness or accident nor shall there be deductions made for approved absences totaling one (1) month or less in any vacation year. Employees off on approved absences for more than one (1) month may have such absences deducted from vacation accrual in proportionate manner.
- (M) Should an employee be terminated for any reason other than discharge for just cause, or should an employee resign with two weeks notice, said employee shall receive payment for vacation earned but not taken and for that part of vacation being accrued at time of termination. An employee must work the two-week period after giving notice. An employee discharged for just cause shall be eligible for vacation earned as of the last April 1, but not yet taken, but shall not be eligible for any other vacation payment.
- (N) An employee must have worked during the vacation year to be eligible for vacation benefits.
- (O) An employee who is on sick leave or occupational disability may be paid vacation pay in lieu of vacation upon request. If an employee cannot take his vacation during the vacation year due to illness or occupational disability, he will be given vacation pay. No vacation pay shall be due an employee who is on approved leave of absence until he/she returns to work.
- (P) If an employee becomes sick or disabled as verified by a licensed physician during the employee's vacation, and the employee is not hospitalized, such employee may cancel his/her vacation and start his/her sick leave on the next scheduled work day.

- (Q) Should an employee on vacation become hospitalized because of illness or accident, said employee's vacation shall be canceled as of the end of the payroll day immediately prior to the day he/she is hospitalized.
- (R) Employees may cancel vacation in progress in the event of a death in the immediate family.
- (S) All employees shall be eligible to carry over twenty-four (24) hours of vacation annually in addition to any other carry-overs referred to in this article.
- (T) Employees have the option to buy and sell vacation per the Ashland Vacation Buy/Sell Program as currently offered by the Company. The plan provisions and eligibility are the same as salaried with the following exceptions:

- 12 hour shift employees will buy/sell vacation at 1.5 times contracted 8-hour rate of pay
- 8 hour employees will buy/sell vacation at 1.0 times contracted 8-hour rate of pay
- Vacation Year is April 1 – March 31

As stated in the Ashland Vacation Buy/Sell Program, the employee must elect to buy or sell vacation during the Open Enrollment period.

### **ARTICLE 10 – Separation Allowance**

Whenever it is necessary to lay off an employee or employees because of lack of work due to curtailment of production, process changes, changing requirements of craft work, or any other reason beyond the control of the COMPANY, hourly paid employees who are laid off as a result of economic curtailment will be eligible for a separation allowance in keeping with the following provisions:

#### **SECTION 1. Mode of Compensation**

This Separation Allowance is computed on the basis of years of continuous service with the COMPANY. Continuous service for the purpose of this Agreement is defined as time spent working for the COMPANY, computed from the employee's last date of hire. The maximum allowance for any given period of layoff shall be as follows:

<u>YRS OF SERVICE</u>	<u>UP TO AGE 40 WEEKS</u>	<u>AGE 41-50 *WEEKS</u>	<u>AGE 51-55 *WEEKS</u>	<u>AGE 56-65 *WEEKS</u>
0-1	2	2	2	2
2	2	2	2	4
3	2	4	4	6
4	4	4	6	8
5	6	6	8	10
6	8	8	12	14
7	10	10	14	16
8	12	12	16	20
9	12	14	18	20
10	14	16	18	20
11	14	16	18	20
12	14	16	18	20
13	14	16	18	20
14	14	16	20	22
15	14	18	20	22
16	14	18	20	22
17	14	18	20	22
18	14	18	20	25
19	14	18	20	25
20	16	20	22	25
21	16	20	22	25
22	16	20	22	25
23	-	20	22	25
24	-	20	22	25
25	-	20	22	25
26	-	22	25	30
27	-	-	25	30
28	-	-	25	30
29	-	-	25	30
30	-	-	25	30
31	-	-	-	30
32	-	-	-	30
33	-	-	-	30
34	-	-	-	34
35 & Older	-	-	-	34

\*Maximum forty (40) hours per week at the employee's base hourly rate in weekly installments.

**SECTION 2. Method of Payment**

The Separation Allowance will be paid in accordance with the above schedule, providing the employee continues to meet the eligibility requirements contained in the Eligibility Section (3) of this plan.

Should an employee be recalled to active employment before exhausting this maximum allowance, payments will cease as of the effective date of recall. Any remaining balance will be available for payment in the event the employee is subsequently laid off. In addition, the employee will be entitled to accumulate COMPANY service credit for any subsequent layoff consideration from the date of recall.

Any employee who is recalled to regular active employment after exhausting the maximum allowance payment, his COMPANY service credit for any subsequent separation payments shall start from the date of such reemployment. However, in no event will the employee's remaining balance added to the newly accumulated Separation Allowance be more than the allowance specified in the schedule.

All monies paid as Separation Allowance will be subject to applicable taxes and other required withholdings.

### **SECTION 3. Eligibility**

Separation Allowance is not payable to any employee who:

- (A) Resigns or abandons his employment for any reason.
- (B) Becomes deceased.
- (C) Elects normal or early retirement.
- (D) Is discharged.
- (E) Accepts another position.
- (F) Is receiving either occupational or non-occupational disability benefits until said benefits are exhausted, and only then, provided the employee is still on layoff status.
- (G) Receives total and permanent disability benefits.
- (H) Is recalled from layoff.

The above Separation Allowance shall not be paid in the event that the lack of work is due to a labor dispute or hurricane shutdown.

## **ARTICLE 11 -- Non-Occupational Disability Pay**

### **SECTION 1. Managed Disability**

The COMPANY in an effort to provide consistency, ease of administration, and continuity of claims handling, will assign plant personnel to help oversee an employee's claim process. Plant personnel will work with the employee, the COMPANY, and medical professionals, throughout the course of each disability claim.

The objective is to minimize the duration of disability and to help employees get through periods of disability with the support they need.

The Company and Union will work together to make this process as smooth as possible.

Whenever the term "COMPANY" is used in this article it is understood to mean either the COMPANY or its "Managed Disability" claims administrator.

### **SECTION 2. Eligibility**

Provided the "Conditions of Payment" outlined in Section 3 below are met, an hourly employee will be eligible to receive non-occupational disability payments if:

- (A) His continuous service is equal to, or in excess of 60 days.
- (B) The employee provides the COMPANY with a doctor's certificate, subject to confirmation by the COMPANY, as proof that the absence was due to legitimate non-occupational illness or injury, including any employee on the payroll who has a recurrence of a military service disability. In instances where the COMPANY decides that the absence was not due to legitimate non-occupational illness or injury, and the employee contests this decision, then the final decision shall be made by a doctor mutually acceptable to the COMPANY and the employee.
- (C) If an employee becomes sick or disabled as verified by a licensed physician during the employee's vacation, and the employee is not hospitalized, such employee may cancel his/her vacation and start his/her sick leave on the next scheduled work day.

(D) The employee reports his absence and the cause of his absence to the proper COMPANY representative as soon as practical after the start of his disability.

**SECTION 3. Conditions of Payment**

(A) Non-occupational disability payments will not be made for:

- (1) Any period of incapacity unless verified by a treating licensed medical professional
- (2) Any sickness or injury caused directly by war or riot; or
- (3) Any intentionally self-inflicted injury; or
- (4) Any disability incurred in employment if the employment is covered by Worker’s Compensation.

(B) Payments under this plan will be made only to employees whose absence is due to non-occupational illness or injury and will not be paid to employees who are absent because of layoffs, strikes or leaves of absence.

**SECTION 4. Amount of Payment**

(A) Payments will be made from the first day of disability for any non-occupational disability so long as the employee submits a signed and dated doctor’s note addressing the absence. The amount of payment will be in accordance to the following schedule. The completed Company form “Attending Physician’s Statement” must be turned in to the plant nurse. No payments shall be made unless the employee provides the required paper work completed in full to the plant nurse. Any costs charged by the medical practitioner to fill out the forms are the responsibility of the employee. A doctor’s note will be accepted as long as it contains all the required information. It is the employee’s responsibility to go back to the medical provider to obtain any missing information. If a fully completed form is not turned in by 8:00 am Monday for the week prior, then payment will be delayed.

Weekly Benefit Maximum (Max. 40 Hours Duration)

The first 24 hours will be paid at 75% as long as the employee supplies the Company with a doctor’s note covering the absence. If the employee does not supply the Company with a doctor’s note for the absence, the employee will not receive any pay.

Once first 24 hours of 75% are used, (rolling 12 month period) the next segment will apply.

<u>Years of Service</u>	<u>Weeks at 100%</u>
Less than 1 year	0
1-4	2
5-9	5
10-19	9
20-29	13
30+	15

Remainder of pay (up to a 26 week period) will be paid at 75%.

The employee will receive full occupational disability from the first day of employment and non occupational disability will begin at 60 days.

Time off for short and long term disability will not be counted towards progression pay or time within a job. The time and pay will stop once an employee goes out and will restart upon the employee’s return; however, June 15<sup>th</sup> increases will apply to all employees.

An employee will receive a percentage of base pay for up to 26 weeks in a 52-week period for each week (or portion of a week) that they are determined to be disabled and are under the regular care of a doctor.

The 52-week period is a “roll back period” starting with the first day out of each STD period and looking back one (1) year to determine if the employee has used any previous disability occurrences that would be counted against the accumulation of 26 weeks for the current disability.

(B) The amount of payments will depend upon the hourly rate of pay which the employee is receiving at the time of illness, excluding all premiums. A maximum of 26 weeks will be paid in any fifty-two (52) week period.

Two-hour doctor visits will be paid, for 8-hour shift workers only (unless noted on shift schedule employee is assigned to). A doctor’s slip is required for verification and they must be used at the beginning or end of the employee’s shift. The remainder of the shift must be worked. Two-hour doctor visits apply to STD.

#### **ARTICLE 12 – Work Assignments – Temporary**

Employees who are assigned temporarily to do work of classifications other than their own, in accordance with the provisions of this Agreement, shall not suffer reduction in rate of pay because of such transfer; however, employees who are temporarily assigned in accordance with this Agreement to do work which pays a higher top rate will receive the higher rate for all hours worked. Employees who are assigned to fill temporary vacancies on shift will be the junior day work employee in his group or craft.

The Company may fill any long-term disability vacancies, or by mutual agreement with the Union that an absence will turn into a long-term disability vacancy, from any source up to 24 months at which time the position will be bid. Notice will be given to the UNION before any long-term disability is filled. The filling of any position in this manner will not affect the reinstatement right of an individual returning from disability. At the expiration of the long-term disability absence, subsequent placement of the individual temporarily filling such position will be discussed with the UNION if necessary. Temporary employees will receive the full pay and benefits of the position they are filling with the exception of severance pay, and can only be used for long-term disability absences.

#### **ARTICLE 13 – Supervisors Doing Hourly Work**

Anyone employed by the COMPANY in the capacity as a supervisor, technician or other professional or technical employee will be permitted to perform work normally performed by the hourly employees in the plant for the following reasons only:

- (A) When instructing or training employees;
- (B) When difficulties arise in a department and it is necessary for the supervisor to act for the safety of equipment and personnel or to prevent interruptions of operation or loss of material;
- (C) When studying or testing operations and equipment;
- (D) When training technical personnel;
- (E) When starting new or revised process and equipment;
- (F) When a supervisor performs hourly employee’s work, such supervisor shall inform the on duty hourly employee before the work is performed.

#### **ARTICLE 14 -- Staffing of New Units**

Prior to the staffing of a new unit or consolidation of departments in the operating section of the plant, the COMPANY will meet and discuss said staffing plans with the UNION and solicit input from the UNION.

#### **ARTICLE 15 -- Stewards**

The UNION may designate a reasonable number of Stewards (not to exceed 15); it being understood that each Steward shall be designated to serve a well defined area, shift, or group of employees. An employee may use a steward from another area if the steward is readily available.

The Steward, when called upon to assist an employee in the discussion of a dispute or complaint with the supervisor, or in investigating a complaint called to his attention by an employee, may leave his work area and go to the area where the dispute or complaint exists provided, (a) he has made arrangements with a supervisor to investigate the complaint, and (b) he does not interfere with the work in progress. A Steward shall suffer no loss in pay for acting in that capacity.

An employee, if he so requests, may have a Steward in attendance at any meeting at which disciplinary action may be taken. Said employee shall be advised of said right immediately prior to the beginning of any such meeting.

#### **ARTICLE 16 -- Pay Day**

Paychecks will be mailed to the employee's address of choice if not direct deposited.

#### **ARTICLE 17 -- Payroll Disputes**

If any questions arise concerning time credited or pay received by an employee, the time cards and other pertinent records will be made available for examination to the employee and his Shop Steward. In the event the difficulty cannot be resolved at that time, then the same shall be considered a grievance and handled according to the regular grievance procedure.

#### **ARTICLE 18 -- Non-Discrimination**

There shall be no discrimination whatsoever against any employee because of his or her membership in the UNION. Neither the UNION nor its agents or members shall engage in activities, including the soliciting of new members, which interfere in the efficient operation of the plant or of an individual employee.

The COMPANY and the UNION each agree not to discriminate, in any way, against any employee, because of his or her religion, race, creed, color, national origin, age, or sex. Whenever language denoting the male gender appears in this Agreement, it shall mean either (male or female) gender.

#### **ARTICLE 19 -- Union Representatives**

Accredited representatives of the UNION may, so long as it does not interfere with production, after first advising the Plant Manager or his designated representative of such visit and its purpose, be granted the right to visit the plant for matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Agreement.

The Plant Union Committee members shall suffer no loss of base wages while engaged in contract negotiations or wage reopen negotiations.

#### **ARTICLE 20 -- Leave of Absence**

The COMPANY may grant leave of absence up to thirty (30) days' length for personal reasons, upon request and explanation by the employee, provided that in the opinion of the COMPANY the reason for the request is worthy and such leave shall not be used, except with the permission of the COMPANY, for the purpose of accepting other employment and such leave shall not affect the seniority status of said employee and/or employees.

The COMPANY shall, upon at least ten (10) days' notice given by the UNION, grant leave of absence not to exceed ten (10) days, to employees to attend union conventions or conferences, provided not more than a total of three (3) employees from the plant shall be away for that purpose at any one time and provided that such absence shall not cause extreme hardship on the COMPANY.

Employees serving as a Business Manager or Business Agent for a Union that is requiring full-time duty, shall be granted a leave of absence for up to three years. This leave may be renewed upon request by the employee for one additional three-year period. This leave would be without pay or benefits. The employee's seniority rights shall continue to accrue during this period. Upon return to work, the employee will be required to successfully complete a training program.

The Company agrees that unused vacation time will not be a factor in granting Leaves of Absences.

#### **ARTICLE 21 -- Bulletin Boards**

Bulletin boards will be provided in appropriate locations for the posting of UNION notices. The board shall be covered with glass and under lock. These boards will be limited to the display of the following notices: UNION meetings, UNION appointments, UNION elections, UNION social affairs, and any other UNION business. Any and all other notices to be posted on said boards must first have the approval of the Plant Manager or his designated representative. It is agreed that no UNION matter of any kind shall be posted in and about the plant except on said boards.

#### **ARTICLE 22 -- Company Rules**

Both parties to this Agreement agree that fair treatment, good service, and due diligence in observance of the rules as promulgated by the COMPANY are essential to the maintenance of satisfactory working conditions and wages described in this Agreement and for efficient production, provided that such rules as may be promulgated by the COMPANY shall not in any way conflict with the terms of this Agreement. In all cases the COMPANY will advise the Plant Union Committee of any changes to the plant rules. With the exception of Safety and Environmental rule changes, the PUC will be given 30 days notice. In the event of Safety and Environmental changes, notice may be required to be shorter in duration.

#### **ARTICLE 23 -- Strikes and Lockouts**

The COMPANY agrees not to lock out its employees for the duration of this contract, and the UNION agrees that there will be no strike, concerted walk-out, concerted slow-down, concerted work stoppage, or any other concerted effort to interfere with the production of the plant for the duration of this contract.

#### **ARTICLE 24 -- Election Day Regulations**

If the hours an employee is asked to work on election day does not give said employee sufficient time to vote in school, city, state, and national elections, the employee will be given reasonable time off, without loss of pay, for the purpose of voting.

Any employee wishing to exercise the provisions of this Article shall notify his supervisor as early as reasonably possible so that proper arrangements can be made to allow the employee to vote.

#### **ARTICLE 25 -- Physical Examinations**

All employees are required to have an annual physical examination by a physician retained by and paid by the COMPANY. Said examinations are to assist the individual employee in improving his or her health and to enable the COMPANY to guard the health of all employees. The annual examinations shall be performed on COMPANY paid time.

#### **ARTICLE 26 -- Safety and Health**

The COMPANY and UNION have a common interest in the safety and health of all employees, and therefore subscribe to, and will comply with, the rules and regulations as promulgated by appropriate governmental agencies in the administration of the Occupational Safety and Health Act as amended, and the rights of employees under said Act.

A Plant Safety Committee comprised of members of Management, designated by the COMPANY, and members of the bargaining unit, designated by the UNION, shall meet monthly to discuss matters of mutual interest having to do with safety and health in the plant. The Committee will have the Plant Safety Group Leader serve as Chairperson. Said committee shall concern itself with the safety of all employees and of the plant. It shall not have the authority, however, to adjust grievances arising out of the application or interpretation of this Agreement.

When a disagreement arises between an employee and his/her immediate supervisor as to whether a job assignment is unsafe, the matter shall be subject to an immediate on-site inspection by another supervisor of the plant from another area. Should the employee and the neutral supervisor making the on-site inspection also disagree as to the safety of the job assignment in question the employee shall be entitled, upon his/her request, to an on-site inspection and determination by either the Plant Safety Department representative, Human Resources Manager, or Plant Manager. No employee shall be subject to suspension, discharge, or other discipline for questioning the safety of a job so long as the employee's objection has been made in good faith. Where the employee refuses to perform the job because he/she feels that the assignment is unsafe, the immediate supervisor may perform the job.

No operator shall be required to operate his/her own and another operator's equipment simultaneously except under extraordinary conditions, and then only until relief can be furnished, nor shall he/she be required to perform fire watch during the time his/her unit is in operation.

#### **ARTICLE 27 -- Death in Family**

In case of death of a member of the immediate family of any employee, other than probationary, such employee shall be entitled to an excused absence for such time as the COMPANY deems reasonably necessary in connection therewith. The COMPANY will pay for regularly scheduled hours lost at the employee's regular straight time rate exclusive of shift differential, within a five (5) day period. The employee will receive two consecutive days on or after the death and three additional consecutive days to be used before, on, or up to the day after the funeral, one of which must be the day of the funeral. The days must be used on the employee's regularly scheduled shift. An employee has the option to use five consecutive days if one of them falls on the day of the funeral. No pay allowance shall be granted in any case where, because of distance, or other cause, the employee does not attend the funeral of the deceased. Immediate family is defined to include the employee's spouse, child, parent, step-parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, step-children and legal guardian; and the spouse's parent, grandparent, brother or sister and legal guardian.

Upon return to work, employee shall complete and sign a "Statement For Funeral Leave Pay" form.

An employee shall be excused without loss of straight time earnings to serve as an active pallbearer on the day of the funeral of an employee or retired employee of the Texas City Plant. The request for the employee to serve must be from a member of the deceased employee's immediate family and no more than six (6) employees may be excused for such pallbearer service at any one funeral. Where the employee or employees to be excused would result in the impairment of plant operations, the COMPANY reserves the right to limit the number of employees absent.

#### **ARTICLE 28 -- Court Service**

The COMPANY shall reimburse an employee who is kept away from work because of being called for jury service, or serving as a witness under court subpoena, at the employee's regular base rate up to forty (40) hours, exclusive of premium pay and overtime for up to and including three (3) weeks of such service for the scheduled hours not worked during his normal work day subject to the following:

- (A) Employees on the first shift (10:30 p.m. to 6:30 a.m.) shall not be required to report to work on the work day they are scheduled to appear in court, nor shall they be required to report on the shift immediately following their appearance in court if released later than 4:00 p.m.
- (B) Employees on a day shift shall not be required to report to work in advance of reporting to the court, nor shall they be required to work following release from court duty.
- (C) Employees on the third shift (2:30 p.m. to 10:30 p.m.) shall not be required to report for work on a day they reported to court.

Employees are required to furnish proof from the court of such service showing the date and time served.

No payment for court attendance will be made if such court attendance is necessary because of some illegal act of the employee, or because he was involved in any illegal action.

No payment for court attendance will be made if such court attendance is necessary because an employee is a "party in interest" in a court proceeding.

## **ARTICLE 29 – Safety Equipment**

The COMPANY will allow up to \$400 per year (January 1<sup>st</sup> – December 31<sup>st</sup>) beginning January 1, 2017 towards the cost of industrial safety shoes or boots as required to be worn in the plant to be spent at Safety Shoe Distributors in Texas City, TX. The employee will be required to obtain a voucher from HR to submit to the store and provide ID in order for them not to be charged. Any amount over the allowed amount will be charged to the employee.

If the employee wishes to purchase safety shoes or boots from another store, they will be allowed up to \$300 per year (January 1<sup>st</sup> – December 31<sup>st</sup>). Receipts must be turned into HR in order to be reimbursed. Employees are limited to two pair of shoes per year.

The employee must select one option (either \$400 Safety Shoe Distributors or \$300 individual store) each year. They cannot be interchangeable.

Probationary employees will be allowed up to \$125 while on probation to purchase safety shoes and the amount will be prorated.

Employees will be required to wear COMPANY provided flame retardant clothing and other personal protective equipment as required by the job being performed. Employees will be provided other protective clothing and equipment that is appropriate under the prevailing conditions.

Safety glasses with side shields or safety goggles are required at all times except in specifically designated areas and are furnished by the COMPANY. The COMPANY will also provide, without cost to the employee who is required to wear prescription glasses, safety lenses equipped with standard industrial safety frames, it being understood that the employee will bear the cost of eye examination.

Employees are responsible for complying with all site safety rules and practices to ensure a safe and healthy workplace for all employees.

**ARTICLE 30**  
**Occupational Disability Pay**

**SECTION 1. Eligibility**

Provided the “Conditions of Payment” outlined in Section 2 below are met, an employee will be eligible to receive occupational disability payments for absence due to an illness or injury resulting from employment with the COMPANY, if the illness or injury is determined to be compensable under the Texas Worker’s Compensation Law.

**SECTION 2. Conditions of Payment**

The COMPANY may withhold such payments:

- (A) In any instance where it is determined to the COMPANY’S satisfaction that the employee’s injury or illness resulted from his violation of plant safety rules and practices. If the UNION alleges that the decision of the COMPANY in such a case is unjust, the case may be processed through the grievance procedure and arbitration in accordance with Article 31.
- (B) If the employee is not complying satisfactorily with the instructions of the physician in charge of his case.

**SECTION 3. Amount of Payment**

- (A) Payments will be made from the first day of disability for any occupational disability. The amount of payment will be in accordance to the following schedule less the sum of Worker’s Compensation benefits and Group Health and Accident Insurance benefits payable to the employee. The completed “Attending Physician’s Statement” must be turned in to the plant nurse no later than three days from the first day of illness.- No payments shall be made unless the employee provides the required paper work to the plant nurse.

Weekly Benefit Maximum (Max. 40 Hours Duration)

100% hourly rate	1-12 weeks
75% hourly rate	13-26 weeks

- (B) Occupational disability payments will be made by the COMPANY for the period of disability, but in no case for a period longer than twenty-six (26) weeks.
- (C) All occupational disability payments provided for in this Contract shall be reduced by the amount or amounts of any other benefits which might be provided through State or Federal legislation for the same type of disability and for the same period of absence.

**ARTICLE 31 -- Grievance Procedure**

- (A) A grievance is defined as any difference of opinion or dispute between representatives of the COMPANY and any employee or representative of the UNION, regarding interpretation or application of any provisions of this Agreement.
- (B) This grievance procedure shall not limit the right of any employee to present a grievance individually as provided under the Labor-Management Act, provided, however, the UNION shall have the opportunity to be represented at such hearing and shall be notified of any such hearing. Only representatives of the COMPANY and UNION, however, may agree to official interpretation of this Agreement.
- (C) STEP ONE: The aggrieved employee, or UNION Steward involving grievances initiated by the UNION, will first take the matter up verbally with his Supervisor. A complaint must be presented within five (5) scheduled work days of the grieving employee from the day the incident occurred which occasioned the complaint, unless the employee involved has been absent because of sickness, injury, or vacation - in which case the complaint must be submitted within three (3) scheduled work days after his or her return to work. The supervisor shall verbally render his decision within three (3) working days. Should the decision of the Supervisor fail to bring about a satisfactory settlement of the matter, it will be submitted to the 2<sup>nd</sup> step.
- (D) STEP TWO: Should a grievant desire to appeal a grievance to Step Two, the employee must, within five (5) scheduled working days after receipt of the verbal decision at Step 1, file the grievance, in writing, with the Human Resources Manager. Within five (5) working days of receipt of the written grievance, the Human Resources Manager or his designee and such other persons as he may designate, shall meet with the grieving employee, his Steward, and the Business Manager of the UNION

and/or his designee, for the purpose of discussing the grievance. Within three (3) working days following the meeting, the COMPANY shall answer the grievance in writing, with a copy of the original grievance attached, and the answer shall be forwarded to the employee and his Steward.

- (E) STEP THREE: In the event the answer to a grievance handled in Step Two is not satisfactory to the UNION, the UNION may, within ten (10) calendar days following the day it received the answer, appeal the grievance to the next meeting of the Plant Management - Plant Union Committees. The COMPANY shall answer the grievance, in writing, within ten (10) calendar days following the meeting of the committee wherein the grievance was discussed.
- (F) In the event the answer to a grievance handled at Step Three is not satisfactory to the UNION, the UNION may, within thirty (30) calendar days following the day it received the answer, appeal the grievance to Arbitration. If such appeal to Arbitration is not made, then the decision of the COMPANY shall be final and binding.
- (G) The Plant Union Committee shall have three (3) employee members who shall be designated by the UNION. The Business Manager of the UNION, and business representatives of the constituent unions, may also participate in meetings of the Plant Management - Plant Union Committee. Management shall be represented by such representatives as it designates. For discussion of a specific grievance, the UNION may arrange for the presence of the grieving employee and the employee's Steward and the COMPANY may arrange for the presence of the immediate Supervisor. The Plant Management - Plant Union Committee shall meet at special times as may be agreed by the COMPANY and UNION.
- (H) No employee shall suffer loss of pay for participating in discussion of a grievance, provided (1) said participation is provided by this Agreement, and (2) the discussion or hearing is at a time that is within an employee's regular scheduled hours of work but if an employee is scheduled to come in by the company on their off day then standard overtime rules apply.
- (I) DISCHARGE: If a permanent employee is discharged, the COMPANY shall, if requested to do so by the employee, furnish the employee and the UNION a written statement of the reason or reasons for the discharge. If the employee desires to protest the discharge, the employee must, within three (3) days after the date of discharge, file directly with the Human Resources Manager or his representative a written request for a hearing. Such hearing shall be held within three (3) days after the COMPANY received the request and shall be before the Human Resources Manager and such other representatives of the COMPANY as may be designated. The Business Manager of the UNION, and/or his designated representative or representatives, shall be present at all such discharge hearings. If the employee discharged is not reinstated the case may be appealed by the UNION to arbitration. This appeal to arbitration must be within thirty (30) calendar days of the COMPANY'S determination made within two (2) days following the hearing. If such appeal to arbitration is not made, then the decision of the COMPANY shall be final and binding.
- (J) Time limits as referred to in this Article may be extended by mutual agreement between COMPANY and UNION.
- (K) Under the grievance procedure, all grievances must be signed by the grieving employee, and an employee may file only his own personal grievance.
- (L) In calculating time limits as provided in this Article, Saturdays, Sundays, and Holidays recognized under this Agreement shall not be counted.

#### **ARTICLE 32 -- Arbitration**

- A) In order for a grievance to be arbitrable, it must have been properly and timely processed in accordance with the Grievance Procedure and it must involve the interpretation of application of this Agreement and/or other written agreements between COMPANY and UNION.
- (B) The issue of arbitrability may be determined by mutual agreement of the COMPANY and UNION or by an arbitrator as herein provided.
- (C) If a question is raised concerning the arbitrability under this Agreement of the issue sought to be arbitrated, and such question is not otherwise decided, either party may require that such question or arbitrability be submitted to the arbitrator as provided above before the facts of the issue sought to be arbitrated are presented. The fact that a claim or dispute has been considered under the grievance procedure shall have no bearing on the question of the arbitrability of such claim or dispute.

- (D) Should the UNION appeal a case to arbitration as provided in this Agreement, the COMPANY and UNION shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days from receipt of such list, the UNION and COMPANY shall eliminate from the list four (4) names by each alternately eliminating one. The name remaining shall then become the sole arbitrator.
- (E) The arbitrator shall not have the authority to vary, alter, or modify this Agreement. Nor shall he have the authority, except in discharge cases, to order back pay or settlements to be retroactive beyond the date on which the grievance was first presented to the COMPANY.
- (F) The compensation of the arbitrator and his expenses in connection with the arbitration shall be borne equally by the COMPANY and the UNION.
- (G) The arbitrator shall be permitted to have access to all records and information determined to be pertinent to the case being arbitrated.
- (H) In calculating time limits as provided in this Article Saturdays, Sundays, and Holidays recognized under this Agreement shall not be counted.

**ARTICLE 33 -- Benefit Plans**

The Company shall provide the employees of the bargaining unit the Benefits Program to include (1) Medical Plan, (2) Prescription Drug Plan, (3) Dental Plan, (4) Vision Plan, (5) STD, (6) LTD Plan, (7) Life Insurance, AD&D, Spouse and Child Life Insurance, Flexible Spending Accounts for Dependent Care and Health Care and Legal Plan. The employee shall have the option of pre-tax deductions for all contributions, excluding the Legal Plan, which shall be post-tax contributions.

Please see the applicable Summary Plan Description for complete program details.

**Medical, Employee Medical Contributions, Prescription Drugs, Employees Prescription Contributions**

**MEDICAL**

**EMPLOYEE MEDICAL CONTRIBUTIONS**

The maximum premium increase year over year will not exceed 20%.

**DENTAL**

ISP offers dental coverage. The cost to you is based on the amount of the deductible and the out-of-pocket limit. Your options are:

Covered Expenses	100% PPO
Deductible	\$50 Individual/\$200 Family
Coinsurance	100% Preventive & Diagnostic Deductible does not apply.
	80% Minor Restorative
	50% Major Restorative
	50% Orthodontia
Annual Benefit Maximum	\$1,500 per covered person
Orthodontia Lifetime Maximum	\$2,000 per covered person

Please see ISP Summary Plan Description for complete program details.

The employee premium contribution will be 35% of the premium for the Dental plan. The annual employee premium contribution increase will not exceed five percent (5%) over the previous plan year employee contribution for each benefit year of the contract.

**401(k)**

**Company Basic**

For each Plan Year, ISP will contribute to the Plan on your behalf a Company non-matching contribution equal to 3% (effective 06/15/08, Plan A Pension Participants Company Basic contribution will be equal to 5% for the duration of the contract) of your gross compensation even if you do not make a contribution to your ISP 401(k) Plan account. The COMPANY will contribute five (5%) percent (pre-tax) of the employee's gross wages to the employee's 401(k) savings. Employees may also choose to contribute up to thirty (30%) percent of their pre-tax gross wages to the 401(k) savings without COMPANY match. Employee's may opt out of Plan A to go to Plan B 401(k) Plan at any time.

- **PLAN B Capital Accumulation Plan**

- (1) The COMPANY will contribute three (3) percent (pre-tax) of the employee's gross wages to the 401(k) Savings Plan
- (2) Full-time employees may choose to contribute up to thirty (30) percent of their pre-tax gross wages to the 401(k) savings with the COMPANY matching at two thirds (66.7%) of the first (6.9) percent to a maximum of a (4.6) percent of employee eligible annual earnings. (An employee must contribute (6.9) percent in order to get the maximum of (4.6) percent COMPANY match.)
- (3) Employees may elect contributions equal to 100% of their eligible annual earnings not to exceed the limit allowed per year. All individual contributions, company contributions and matching are included when calculating the IRS limit. Vesting is after six (6) months of continuous service and withdrawals are subject to the appropriate federal laws.
- (4) Employees will invest all 401(k) monies into funds approved by the COMPANY Plan. Loans and hardship withdrawals are permitted in accordance with federal law. Vesting is after six (6) months of continuous service and withdrawals are subject to the appropriate federal laws. Administrative costs will be paid for by the employee.

**Company Annual**

For all hourly employees (0273 Plan A and 0274 Plan B), effective 6/15/16, the Company Annual Contribution will be as follows for the duration of the contract:

<u>Age</u>	<u>Company Annual Contribution</u>
Less than 30	<b>\$ 300</b>
30 - 39	<b>\$ 500</b>
40 - 49	<b>\$ 950</b>
50 - 59	<b>\$1,450</b>
60 or older	<b>\$2,200</b>

NOTE: Employees who are hired after 6/15/00 are eligible to participate only in Plan B effective the first of the following month after date of hire.

Please refer to the ISP Summary Plan Description for complete program details.

**RETIREE MEDICAL**

A. Employees who were fifty (50) or more years old with fifteen (15) or more years of service as of September 12, 1994, and who elected the "Annual Subsidy" on the Retirement Plan Election Form, will receive a \$2,500 annual subsidy for dual or family coverage or a \$2,000 for single coverage to offset the cost of coverage of the Company's Indemnity plans. In addition, they will receive a \$1,000 per year subsidy after turning sixty-five (65) and electing appropriate AARP coverage.

Please refer to the ISP Summary Plan Description for complete program details.

Effective January 1, 2016:

The Ashland Inc. Medical Plan will be made available to employees covered by this Agreement who become regular retirees on the same terms and conditions as they are made available to other Ashland Inc. employees who become regular retirees, and as they may be amended by the Company from time to time. Employees covered by this agreement who become regular retirees on or before 1/1/17, will be offered the option to move to an Exchange or seek their own medical plan.

Employees who were fifty (50) or more years old with fifteen (15) or more years of service as of September 12, 1994, and who elected the "Annual Subsidy" on the Retirement Plan Election Form, will receive a \$2,500 annual subsidy for dual or family coverage or a \$2,000 for single coverage to offset the cost of coverage of the Company's Indemnity plans. In addition, they will receive a \$1,000 per year subsidy after turning sixty-five (65) and electing appropriate AARP coverage.

**PENSION**

**Company Pension Plan – Defined Benefits**

The Retirement Plan for Hourly Paid Employees of ISP, the terms of which are set forth in a separate document, was frozen for all hourly employees under age 50 with less than 15 years of service effective September 12, 1994. There will be no new participants in the Retirement Plan.

**Vesting**

For vesting purposes, each participant shall become fully vested in his/her Accrued Benefit upon completion of 10 years of service. However, any participant who is credited with one Hour of Service on or after January 1, 1990, will become fully vested upon completion of 5 years of service. Employees who are currently in the Plan A Enhanced Retirement plan will receive the following:

- 2016 - \$51.00 per month per credit year of service
- 2017 - \$52.00 per month per credit year of service
- 2018 - \$53.00 per month per credit year of service
- 2019 - \$53.00 per month per credit year of service

Full retirement without a penalty is met at either age 62 or when an employee's age and years of service equals or exceeds the sum of 85.

NOTE: When an employee chooses Plan B, the decision is irrevocable and in no case will an employee get both or parts of either Plan A or B at the same time. Employees who select Plan B will have their earned benefits frozen under the Enhanced Retirement Plan. Both the retirement plan multiplier and the years of credited service will remain fixed. (For example, a 20-year employee who has a non-contributory benefit of \$48.00 per month X 20 years would have a fixed benefit of \$960 per month on retirement).

**Normal Retirement Date**

The first day of the month coinciding with or next following your 62nd birthday will be your Normal Retirement Date.

If you continue employment past your Normal Retirement Date, upon actual retirement you will receive your retirement benefit calculated for the total years of Credited Service. The maximum number of years of Credited Service is all years to age 65; effective 1/1/89, all years to whenever retirement happens. However, once an employee or retiree reaches age 70 ½ the participant must start to receive a distribution to be received on April 1 in the following year after the participant reached age 70 ½. The active participant continues to accrue Credited Service and each year, his/her pension amount would change to reflect another year of Credited Service until the date of retirement.

See the Plan Document of the Retirement Plan of Hourly Paid Employees of ~~ISP~~ for more detailed plan information.

**Disability Retirement**

A participant shall be eligible for Disability Retirement if he/she satisfies all of the following conditions, either occupational or non-occupational:

- (a) Has completed 10 years of continuous service;
- (b) Has not previously elected or been granted Early Retirement;
- (c) Is entitled to receive disability benefits under the Social Security Act as then in effect;

- (d) Has attained the age of 50; and
- (e) Has suffered from the disability which gave rise to his/her right to collect such benefits for a period of at least six (6) consecutive months.

The participant shall be entitled to receive a pension, reduced by .166 percent per each complete calendar month, to age 62 (Normal Retirement Date).

**Early Retirement**

To qualify for Early Retirement you must have a minimum 10 years of continuous service and be at least age 55. The reduction for early commencement of pension is 0.333 percent per month.

In the case of a Participant who retires on or after January 1, 1992, there shall be no reduction for commencement of a pension under the Plan before your Normal Retirement Date if the sum of such Participant's age and years of Credited Service equals or exceeds 85 points.

**Surviving Spouse Benefit**

If you die prior to your normal retirement date, but after you have vested rights, your surviving spouse will receive a lifetime pension in an amount equal to either 50 percent or 100 percent of your monthly benefit to be paid to your beneficiary for the beneficiary's lifetime after your death on the first of the month following your death had you elected a Qualified Joint and Survivor Annuity. The pension will be payable when the deceased would have reached age 55.

In the event there is no surviving spouse or the surviving spouse dies after payments have commenced to you, the benefit, as indicated above, will be divided equally among any minor children and paid to them until their eighteenth birthday, marriage, or death, whichever occurs first.

**Normal Forms of Payment**

**Unmarried Participants**

**Life Annuity (Qualified Joint and Survivor Annuity)**

Under the Life Annuity (treated as a Qualified Joint and Survivor Annuity), you will receive your pension for as long as you live. The spousal consent requirements are not applicable.

**Married Participants**

**Qualified Joint and Survivor Annuity**

Under the Employee Retirement Income Security Act of 1974, the normal form of retirement benefit paid to a married retiree is in the form of a Qualified Joint and Survivor Annuity of 100 percent of the monthly benefit. This form of benefit provides you with a reduced retirement benefit for as long as you live. Upon your death, if your spouse survives you, your spouse will receive that same monthly pension for life.

**Optional Forms of Payment**

**Joint and Survivor Annuity**

Married participants may also elect an optional form of payment in a Joint and Survivor Annuity of either 50 percent or 100 percent of the monthly benefit. Upon your death, if your spouse survives you, your spouse will receive that same monthly pension for life. However, you do have the option to elect another form of retirement in its place as indicated below.

**Social Security Benefits**

Your ISP retirement income is entirely in addition to any benefits you receive from Social Security.

**ARTICLE 34 -- Abrogation of Contract Articles**

Should any part hereof, or any provisions herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof and they shall remain in full force and effect.

### **ARTICLE 35 – Wage Rates**

The hourly wage rate schedule has been mutually agreed to by the COMPANY and the UNION and is set forth in the attached Wage Schedule.

### **ARTICLE 36 – Trainee Program**

The COMPANY and the UNION have agreed on the Maintenance and Operator Trainee Program, copies of which are attached and made a part hereof.

### **ARTICLE 37 – Complete Agreement**

This Contract represents the complete agreement between the parties for the term hereof, it being understood and agreed that neither party shall have any right to change, or make any additions to this Contract, or any of its provisions, unless otherwise mutually agreed to in writing, and the UNION hereby expressly waives the right, during the term of this Contract, to bargain on any subject, unless such right to bargain is herein expressly and specifically provided for. There will be sufficient copies of this Agreement printed by a Union printer and will be distributed to all employees in the bargaining unit.

### **ARTICLE 38 – Terms of Agreement**

This Agreement shall become effective at 4:00 p.m. on June 15, 2016, and shall be in full force and effect until 4:00 p.m. on June 15, 2020, and then thereafter for yearly periods and from year to year unless written notice is given by either party to the other not less than sixty (60) days prior to said expiration date.

**ARTICLE 39 – Yearly Wage Increase**

Effective 4/3/23, all employees covered by this Agreement shall receive a 3.9 per cent wage increase and the rate schedule will be adjusted accordingly.


Effective 6/15/24, all employees covered by this Agreement shall receive a 3.5 per cent wage increase and the rate schedule will be adjusted accordingly.

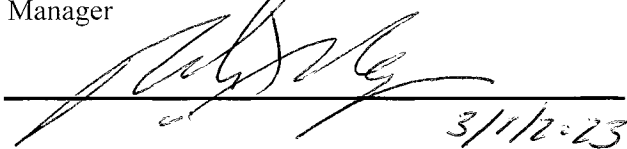
Effective 6/15/25, all employees covered by this Agreement shall receive a 3.0 per cent wage increase and the rate schedule will be adjusted accordingly.

**FOR THE COMPANY:**

  
\_\_\_\_\_  
/s/ Michael Meyer, Site General Manager

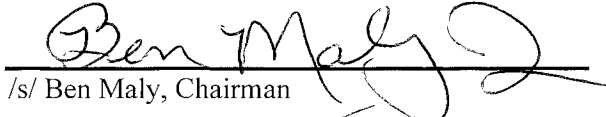
  
\_\_\_\_\_  
/s/ Stacie Baccinelli, HR Business Partner

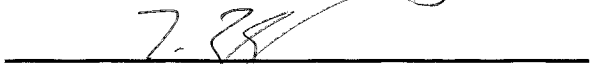
  
\_\_\_\_\_  
/s/ David Pastalaniec, Safety & Environmental Manager

  
\_\_\_\_\_  
3/1/2023

**FOR THE UNION:**

  
\_\_\_\_\_  
/s/ Ronnie Orsak, Business Manager  
Texas City Metal Trades Council

  
\_\_\_\_\_  
/s/ Ben Maly, Chairman

  
\_\_\_\_\_  
/s/ Haskell Lee Hipp, Committee

  
\_\_\_\_\_  
/s/ Brandon Bage, Committee

## WORK SCHEDULES

EXHIBIT #1 Groups 1, 2, 3, and 6	7-Day Rotating Shift,
EXHIBIT #2 Maintenance	7-Day Rotating Shift,
EXHIBIT #3 Group 1	5-Day Rotating Shift
EXHIBIT #4 Rotating Schedule Maintenance	5-Day Per Week
EXHIBIT #5 Per Week Coverage Maintenance	Day Schedule for 7-Day
EXHIBIT #6 Group 3	5-Day Per Week Schedule
EXHIBIT #7 5 Days Per Week Maintenance	Day and Evening Shift
EXHIBIT #7A 5 Days Per Week Maintenance	Day Shift & Evening Shift
EXHIBIT #8	Day Relief Operator Shift
EXHIBIT #9 Maintenance	4-Day Per Week Schedule
EXHIBIT #10 Maintenance	5-Day Per Week Schedule
EXHIBIT #11 Group 1	5-Day Per Week Schedule
EXHIBIT #12 Group 4 and 7	5-Day Per Week Schedule
EXHIBIT #13 Group 2	5-Day Per Week Schedule
EXHIBIT #14 Group 2	Lab Afternoon Shift
EXHIBIT #15 Maintenance	4-Day Per Week Schedule
EXHIBIT #16 Maintenance	5-Day Per Week Afternoon Schedule

**EXHIBIT #1-7 DAY ROTATING SHIFT,**  
**Groups 1-2- 3 and 6**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
10:30 – 6:30	DDDDDA A	AAAAABB	BBBBBCC	CCCCDD
6:30 – 2:30	AAAABBB	BBBBCCC	CCCCDDD	DDDDAAA
2:30 – 10:30	BCCCCC	CCDDDDD	DDAAAAA	AABBBBB
REST	CCBBADD	DDCCBAA	AADDCBB	BBAADCC

**EXHIBIT #2 - 7 DAY ROTATING SHIFT,**  
**Maintenance**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
7:30 – 3:30	AAAABBB	BBBBCCC	CCCCDDD	DDDDAAA
3:30 – 11:30	BCCCCC	CCDDDDD	DDAAAAA	AABBBBB
11:30 – 7:30	DDDDDA A	AAAAABB	BBBBBCC	CCCCDD
REST	CCBBADD	DDCCBAA	AADDCBB	BBAADCC

**EXHIBIT #3 - 5 DAY ROTATING SHIFT,**  
**Group 1**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
10:30 – 6:30	CCCCCOO	AAAAA OO	BBBBB OO	CCCCCOO
6:30 – 2:30	AAAAA OO	BBBBB OO	CCCCCOO	AAAAA OO
2:30 – 10:30	BBBBB OO	CCCCCOO	AAAAA OO	BBBBB OO

**EXHIBIT #4 - 5 DAY/WEEK ROTATING SCHEDULE**  
**Maintenance**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
7:30 – 3:30	1 1 1 1 0 0	3 3 3 3 0 0	2 2 2 2 0 0	1 1 1 1 0 0
3:30 – 11:30	2 2 2 2 0 0	1 1 1 1 0 0	3 3 3 3 0 0	2 2 2 2 0 0
11:30 – 7:30	3 3 3 3 0 0	2 2 2 2 0 0	1 1 1 1 0 0	3 3 3 3 0 0

**EXHIBIT #5 - DAY SCHEDULE FOR 7 DAY/WEEK COVERAGE**  
**Maintenance**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	O O X X X X X	X X X X X O O	X X X X X O O	X X X X X O O
B	X X X X X O O	O O X X X X X	X X X X X O O	X X X X X O O
C	X X X X X O O	X X X X X O O	O O X X X X X	X X X X X O O
C	X X X X X O O	X X X X X O O	X X X X X O O	O O X X X X X

**EXHIBIT #6 - 5 DAY/WEEK SCHEDULE**

**Group 3**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0
B	2 2 2 2 2 0 0	2 2 2 2 2 0 0	2 2 2 2 2 0 0	2 2 2 2 2 0 0
C	3 3 3 3 3 0 0	3 3 3 3 3 0 0	3 3 3 3 3 0 0	3 3 3 3 3 0 0

1 -6:00 a.m. to 2:00 p.m.  
2-8:00 a.m. to 4:00 p.m.  
3-3:30 p.m. to 11:30 p.m.

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**EXHIBIT #7 - DAY SHIFT & EVENING SHIFT**

**5 DAYS/WEEK - MAINTENANCE**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	2 2 2 2 2 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0
B	1 1 1 1 1 0 0	2 2 2 2 2 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0
C	1 1 1 1 1 0 0	1 1 1 1 1 0 0	2 2 2 2 2 0 0	1 1 1 1 1 0 0
D	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	2 2 2 2 2 0 0

#1 7:30 a.m. to 11:30 a.m.; 12 Noon to 4 p.m.  
#2 4:00 p.m. to 12:00 Midnight

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**EXHIBIT #7A - MAINTENANCE - DAY SHIFT & EVENING SHIFT - 5 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	2 2 2 2 2 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0
B	1 1 1 1 1 0 0	2 2 2 2 2 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0
C	1 1 1 1 1 0 0	1 1 1 1 1 0 0	2 2 2 2 2 0 0	1 1 1 1 1 0 0
D	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	2 2 2 2 2 0 0

1 – 7:30 a.m. - 4:00 p.m. (1 hour lunch - 30 minutes paid/30 minutes unpaid)

2 - 3:00 p.m. - 11:00 p.m. (30 minute paid dinner. This shift only).

- \* The Company has the right to determine the schedule for each individual craft.
  - \* Absences will be covered at Company's discretion.
  - \* Scheduled work and break-in/emergency work will be performed
  - \* Shift differential of \$1/hr
- 

**EXHIBIT #8 - DAY RELIEF OPERATOR SCHEDULE**

**5 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0	1 1 1 1 1 0 0

#1 6:30 a.m. to 2:30 p.m.

**EXHIBIT #9 - MAINTENANCE**  
**4 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 1 1 1 0 0	1 1 1 1 0 0	1 1 1 1 0 0	1 1 1 1 0 0

#1 6:30 a.m. to 5:00 p.m.

**EXHIBIT #10 - MAINTENANCE**  
**5 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0

#1 7:00 a.m. to 3:30 p.m.

**EXHIBIT #11 - OPERATIONS**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	DDNNXXX	XDDNNXX	XXDDNNX	XXXDDNN
	XXXDDN	NXXXXDD	NNXXXXD	DNNXXXX

D - Days 0630 - 1830 N - Nights 1830 - 0630 X-Off

Units must have 2/3 agreement by the affected shift workers for both a trial and a final change.

**EXHIBIT #12 – SUPPORT TECHNICIANS – 5 DAYS/WEEKS**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0

**EXHIBIT # 13 - LAB - 5 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0
B	2 2 2 2 2 0	2 2 2 2 2 0	1 1 1 1 1 0	1 1 1 1 1 0
C	3 3 3 3 3 0	3 3 3 3 3 0	2 2 2 2 2 0	1 1 1 1 1 0
D	4 4 4 4 4 0	4 4 4 4 4 0	1 1 1 1 1 0	2 2 2 2 2 0

1 6:00 AM – 2:00 PM

2 6:30 AM – 2:30 PM

3 7:00 AM – 3:00 PM

4 7:30 AM – 3:30 PM

NOTE: Flexible Schedule in place with options A-D. An 8-hour period must be worked.

\*Not applicable to 12-hour shift workers.

**EXHIBIT # 14 - LAB AFTERNOON SHIFT – 5 DAYS/WEEK**

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0	1 1 1 1 1 0

1 2:45 PM TO 10:45 PM

Shift differential of \$1.00/hr for afternoon shift

**EXHIBIT # 15 – MAINTENANCE – 4 DAYS/WEEK**

	MTWTFSS	MTWTFSS
A	1 1 1 1 0 0 0	0 1 1 1 1 0 0
B	0 2 2 2 2 0 0	2 2 2 2 0 0 0

- 1 - 7:00 AM to 5:30 PM
- 2 - 7:00 AM to 5:30 PM

A/B 10 Hr work shifts will be at straight time and a 40 Hr work week

For Holiday weeks, A/B rolls to 8 Hour shift  
2 Hr Dr visits do not apply with this schedule

**EXHIBIT # 16 – MAINTENANCE AFTERNOON SHIFT – 5 DAYS/WEEK**

MTWTFSS
1 1 1 1 1 0 0

- 1 – 3:00 PM TO 11:00 PM

May be staffed with specific crafts at company discretion. Existing employees may volunteer.  
The Company will not pursue a multi-craft program for the duration of the contract.

This shift can be used in combination with any other schedule

Shift differential of \$1/Hr for afternoon shift

2 Hr Dr visits do not apply with this schedule

## 2023 WAGE SCHEDULE

Effective 6:30 a.m., April 3, 2023, the wage schedule shall be as follows:

<b>Chemical Process Operator – Group 1 Laboratory Analyst – Group 2 Support Technician – Group 4</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	39.96	35.06
End of 12 months	41.94	36.80
End of 24 months	44.41	38.97
End of 36 months	46.86	41.22
End of 48 months	49.33	43.29

<b>I&amp;E – Craft 1 Machinist – Craft 3 Pipefitter – Craft 4 Operating Engineer – Craft 6</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	39.96
End of 12 months	41.94
End of 24 months	44.41
End of 36 months	46.86
End of 48 months	49.33

<b>Production Technicians (Hired prior to June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	33.06	29.01
End 12 months	35.02	30.73
End 24 months	37.00	32.47
End 36 months	38.48	33.76

<b>Material Expeditors</b>	
<b>Progression</b>	<b>8 hr rate</b>
Start	40.45
End 12 months	42.42
End of 24 months	49.33

<b>Production Technicians (Hired after June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	26.16	22.95
End 12 months	28.13	24.68
End 24 months	30.09	26.40
End 36 months	32.08	28.15

<b>Safety Technician – Group 7 Day Operator – Group 1</b>	
	<b>8 hr rate</b>
Top Wage	56.74

<b>Team Lead - Group 6 (Hired prior to June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	42.10	36.94

<b>Storeroom Attendants Group 5</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	24.20
End of 12 months	28.21
End of 24 months	33.78

<b>Team Lead - Group 6 (Hired after June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	37.49	32.90

## 2024 WAGE SCHEDULE

Effective 6:30 a.m., June 15, 2024, the wage schedule shall be as follows:

<b>Chemical Process Operator – Group 1 Laboratory Analyst – Group 2 Support Technician – Group 4</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	41.36	36.29
End of 12 months	43.41	38.09
End of 24 months	45.96	40.33
End of 36 months	48.50	42.56
End of 48 months	51.06	44.80

<b>I&amp;E – Craft 1 Machinist – Craft 3 Pipefitter – Craft 4 Operating Engineer – Craft 6</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	41.36
End of 12 months	43.41
End of 24 months	45.96
End of 36 months	48.50
End of 48 months	51.06

<b>Production Technicians (Hired prior to June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	34.22	30.03
End 12 months	36.25	31.81
End 24 months	38.29	33.60
End 36 months	39.82	34.95

<b>Material Expeditors</b>	
<b>Progression</b>	<b>8 hr rate</b>
Start	41.87
End 12 months	43.91
End of 24 months	51.06

<b>Production Technicians (Hired after June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	27.07	23.76
End 12 months	29.11	25.55
End 24 months	31.14	27.32
End 36 months	33.20	29.13

<b>Safety Technician – Group 7 Day Operator – Group 1</b>	
	<b>8 hr rate</b>
Top Wage	58.73

<b>Team Lead - Group 6 (Hired prior to June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	43.57	38.23

<b>Storeroom Attendants Group 5</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	25.04
End of 12 months	29.20
End of 24 months	34.96

<b>Team Lead - Group 6 (Hired after June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	38.80	34.05

## 2025 WAGE SCHEDULE

Effective 6:30 a.m., June 15, 2025, the wage schedule shall be as follows:

<b>Chemical Process Operator – Group 1 Laboratory Analyst – Group 2 Support Technician – Group 4</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	42.60	37.38
End of 12 months	44.71	39.24
End of 24 months	47.34	41.54
End of 36 months	49.96	43.84
End of 48 months	52.59	46.15

<b>I&amp;E – Craft 1 Machinist – Craft 3 Pipefitter – Craft 4 Operating Engineer – Craft 6</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	42.60
End of 12 months	44.71
End of 24 months	47.34
End of 36 months	49.96
End of 48 months	52.59

<b>Production Technicians (Hired prior to June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	35.25	30.93
End 12 months	37.34	32.76
End 24 months	39.44	34.61
End 36 months	41.02	35.99

<b>Material Expeditors</b>	
<b>Progression</b>	<b>8 hr rate</b>
Start	43.12
End 12 months	45.23
End of 24 months	52.59

<b>Production Technicians (Hired after June 15, 2012)</b>		
<b>Progression Period</b>	<b>8 hr rate</b>	<b>12 hr rate</b>
Start	27.88	24.47
End 12 months	29.99	26.31
End 24 months	32.07	28.14
End 36 months	34.19	30.01

<b>Safety Technician – Group 7 Day Operator – Group 1</b>	
	<b>8 hr rate</b>
Top Wage	60.49

<b>Team Lead - Group 6 (Hired prior to June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	44.88	39.38

<b>Storeroom Attendants Group 5</b>	
<b>Progression Period</b>	<b>8 hr rate</b>
Start	25.79
End of 12 months	30.08
End of 24 months	36.01

<b>Team Lead - Group 6 (Hired after June 15, 2012)</b>		
	<b>8 hr rate</b>	<b>12 hr rate</b>
Top Wage	39.97	35.07

## Overtime Distribution

### SECTION 1. General Provisions

#### (A) Make up Overtime

Overtime will be distributed as equally as practicable among the employees in each overtime group or craft in accordance with the following overtime procedure or as may hereafter be mutually agreed to by the COMPANY and UNION.

When the low person is not afforded the overtime in accordance with this agreement, and the parties agree that there has been an error:

- (1) The employee will be allowed to make up the hours by working comparable hours or will be paid comparable hours.
- (2) The make-up time will be worked within fourteen (14) days of the decision that an error has been made, at a mutually agreeable time. Should the COMPANY and the employee not be able to mutually agree, the employee shall make it up on the same shift and day that the overtime would have been worked had there been no error. If scheduled to work overtime that day, he/she will work the make-up overtime on the next fourteen (14) day cycle he/she is not scheduled.
- (3) Such employees working make-up time will not be assigned to work which would eliminate overtime for someone else; i.e., work that would have been worked on an overtime basis if the employee working make-up time was not available.
- (4) When an employee is working make-up overtime during the same hours as was missed because of an error, the employee will be eligible for the same number of overtime meals he/she would have been eligible for had the employee worked the original overtime denied through error.

#### (B) Overtime Distribution

Employees will not be laid off during regular working hours to deprive them of any time they have gained by working overtime.

No employee will normally be scheduled to work more than twelve (12) consecutive hours, unless the employee is covered by the 12-Hour Shift Agreement. Employees so covered may volunteer for an additional four (4) hours of work.

The only intent of this language is to allow the oncoming or offgoing shift to volunteer for four (4) hour increments caused by vacation remnants or the remaining four (4) hours of the shift. This does not alter or amend the current provisions for overtime distribution and assignments as outlined in the Twelve Hour Shift Agreement. Current provisions for overtime distribution and assignment must be followed up to 24 hours prior to the four (4) hour increment before the increment can be covered by the volunteer. This proposal would not change in any way the individual to be assigned or forced, only allow prior assignment of volunteers.

No employee will be forced to work more than twelve (12) hours unless the off-shift employees have first been offered the opportunity to work the overtime. This shall not apply to Warehouse and Maintenance employees who are working unscheduled overtime.

Should an employee work twelve (12) hours or more, he/she will not be forced to work more than twelve (12) hours the following day unless (1) he/she volunteers, (2) in case of an emergency endangering life or property, or (3) shutting down or starting up a unit.

No employee will be allowed to work more than sixteen (16) consecutive hours. An employee who has completed sixteen (16) consecutive hours of work will be either relieved, or retained only long enough to complete a safe shutdown of his unit except in case of such emergencies as fire, explosion or act of God.

An employee will not be forced to work overtime nor charged with a refusal to work overtime during the period extending from the end of the last regularly scheduled shift prior to vacation to the beginning of the first regularly scheduled shift following vacation.

Apprentices will not be eligible nor will they be required to work overtime nor will they be charged with refusal to work overtime during the 24-hour period between 10:30 p.m. to 10:30 p.m. on days they are scheduled for classroom training, except to avoid unit shutdown.

#### (C) Charging of Overtime

Each employee shall be charged with overtime for all hours worked over eight (8) hours in one day, over eight (8) continuous hours worked, or over forty (40) hours in one week with the following exceptions:

- (1) Overtime will not be charged for any hours that are part of a regular schedule, which encompasses an entire overtime group, even though premium rates are paid. For example: The sixth (6<sup>th</sup>) workday in a work week when it is part of the #1 schedule.
- (2) Scheduled holidays (shift workers only).

An employee who is absent on a leave of absence, for reasons other than personal or compensable illness or accident, will be charged with the average overtime in his overtime group upon returning to work.

An employee absent, due to personal or compensable illness or accident, shall not be charged with overtime during the first seven (7) days of his absence. From the eighth (8<sup>th</sup>) calendar day of absence until his return to work, he will be charged with the average overtime in his group during the remainder of his absence.

A newly hired employee, transferred employee, or an apprentice will be offered overtime work dependent upon the supervisor's judgment of the employee's capabilities. However, when such an employee becomes qualified to perform his job, he will be assigned the average overtime of his overtime group.

Employees will be charged with both refusal and for hours worked on overtime if they are assigned the work due to the inability of the COMPANY to secure sufficient voluntary help from within the overtime group.

#### (D) Overtime Refusals

It is desirable to have all overtime worked on a voluntary basis. However, when not enough volunteers are available to work the required overtime, it may become necessary to assign employees. When there are no volunteers to work overtime in an overtime group or craft, the qualified employee(s) with the least overtime hours worked in the overtime group or craft will be assigned to work the overtime.

Employees who report for their regular shift and are scheduled or agree to work overtime that day and fail to work the overtime for any reason will be charged with a refusal, provided the overtime is still available.

When an employee refuses overtime, he will be charged with the maximum number of overtime hours actually worked by the employee(s) who performed the work.

Overtime records will be maintained reflecting overtime hours charged and worked rounded off to the nearest thirty- (30) minutes. Failure on the part of the COMPANY to contact the employee personally will not result in an overtime refusal charge.

In the event that a rotating shift person takes the 6<sup>th</sup> day off in conjunction with other concurrent paid vacation time off, he may do so without being charged with an overtime refusal.

After overtime is posted, an employee is responsible for checking the posting and notifying his/her supervisor if the overtime is not wanted by the end of his/her first shift worked after posting.

In refusing overtime, the employee will be charged an amount equal to the overtime refused. Should the employee not refuse the overtime as posted in the time frame above and then refuses the overtime after first accepting, he/she will be charged a number equal to twice the overtime worked.

#### (E) Call-in Overtime

If an employee has punched out and is requested to perform additional work, this shall be considered as a call-in.

When employees are called in to work on a vacation day, or on a recognized holiday, or during a week in which such employee has been absent due to holidays taken, each such holiday shall count as eight (8) hours worked for the purpose of determining premium pay for the call-in.

#### (F) Cancellation of Overtime

Certain circumstances, such as equipment breakdowns, changes on production requirements, delayed delivery of materials, or other valid reasons, may result in the cancellation of scheduled or unscheduled overtime. It should be understood that the

COMPANY will make every reasonable effort to notify employees of cancellations as soon as possible, so as to minimize inconvenience.

Under the above conditions, each employee will not be charged with such overtime hours that are canceled.

(G) Year End Balancing

On the first normal workday following January 1 of each year, the overtime hours shall revert to zero.

For operations personnel, overtime hours will revert to zero and available overtime will be offered in seniority order effective each January 1<sup>st</sup> at 12:01 a.m.

**SECTION 2. Shift Worker Overtime**

(A) Overtime Posting

Every effort will be made to post scheduled overtime as far in advance as possible, prior to the time the overtime is scheduled to commence.

Unscheduled overtime will neither affect nor be affected by posted overtime schedules, subject only to the general restriction on maximum hours any employee may work in a day.

(B) Overtime Scheduling

Scheduled or unscheduled overtime for shift workers will be offered to the qualified low person(s) on the overtime list in the overtime group or craft where the overtime occurs.

Overtime resulting from an absence reported prior to the start of a shift will be offered to the low qualified person on shift. If overtime is the result of a no-show, the overtime is offered to the low qualified person available on shift.

When overtime is to be worked, the following procedure will be followed:

- (1) Scheduled or unscheduled overtime for the first one-half of a shift will be offered to the employee(s) with the least overtime hours charged in that overtime group or craft on the previous shift. If he refuses, then the remaining employees on the shift will be asked to work in order of least overtime charged. If the overtime is refused by the entire shift, then the employee on that previous shift with the least overtime worked will be assigned to work.
- (2) Scheduled or unscheduled overtime for the last one-half of a shift will be offered to the employee(s) with the least overtime charged in that overtime group or craft on the shift following the shift where the overtime is required. If he refuses, then the remaining employees in that overtime group or craft on that shift will be asked to work in order of least overtime charged.

If overtime is refused by the employees on the on-coming shift, the overtime will be offered to the employee who is working the first half of the overtime period, prior to offering the overtime to the off shift.

The COMPANY agreed to have a newly hired employee, transferred employee or apprentice's overtime averaged each time he or she is qualified to perform a job.

(C) Shift Swapping, Groups 1, 2, 3 and 6

Employees involved in voluntary shift swaps will automatically be charged for an overtime refusal should the swap interfere with their ability or availability to work the overtime.

Overtime will not be charged or paid where it occurs as a result of shift swapping. Shift swaps are for the convenience of employees, and are to be reciprocated during the same work week in which they occur.

Shift swaps of four (4) or eight (8) hours may be granted by supervision if prior notice is given.

(D) Trading of Overtime

Scheduled overtime hours of two (2) workers on the same shift in the same overtime group or craft may be traded if their shift supervisor agrees.

### **SECTION 3. Day Worker Overtime**

#### **(A) Overtime Scheduling**

Every effort will be made to post scheduled overtime as far in advance as possible, prior to the time the overtime is scheduled to commence.

Every effort will be made by supervision to utilize the qualified low overtime personnel within each overtime group or craft in the assignment of jobs where overtime occurs.

A job that runs into overtime shall be offered to the person(s) with least number of overtime hours charged.

Unscheduled daily overtime will be offered to the employee in the overtime group in the plant with the least amount of overtime hours charged. Unscheduled overtime will not change scheduled overtime.

As an exception to the above, the COMPANY will not force a maintenance employee on shift or weekend schedules, while working on evenings, graveyard or weekend shifts, to work unscheduled overtime against his/her desire without first offering the overtime to employees on the off shift. If a maintenance employee is performing a job which requires overtime, he/she will continue on that job until relieved. However, if said employee is not performing a specific job, he/she will be free to leave when notified that a replacement has been obtained.

In the event the employee with the least amount of overtime refuses offered overtime, the employee in the plant with the next least amount of overtime will be offered the overtime. If the entire group refuses the overtime, then the employee with the least amount of overtime worked will be assigned the overtime.

### **SECTION 4. Maintenance Overtime Procedure**

(A) Craftsmen should indicate whether or not they will be available for call-outs by 12:00 p.m. Overtime lists of employees in each craft will then be prepared and posted by 1:00 p.m. each normal workday.

(B) Overtime lists will be seniority lists of each craft for (1) Holdovers, (2) Call-outs, (3) Force Overs.

(C) If a Craftsmen who signed up for call-outs does not answer the phone or refuses twice, the Company has the option not to call him again during that work day (7:00 a.m. – 7:00 a.m.)

The Company will be allowed three call-out list mistakes per Craft per year with no penalty.

A line will be placed under the last name of the person given an overtime opportunity on any list for that day. The following day the next person on the list will be the first offered/forced/called out.

\*\*\* Make-up overtime will be defined as two hours of work per make-up callout. Employee must work make-up overtime to receive pay.

(D) No employee shall be scheduled to work more than twelve (12) hours overtime without agreement of the COMPANY and the UNION.

(E) To the extent that prioritized work will be completed the COMPANY will attempt to place jobs on the overtime list/schedule in the order they are received by the maintenance department.

(F) Employees going on vacation may work any overtime that is offered the last day worked, but may not be forced.

(G) Employees will be eligible on the call out list on bank days.

(H) In the event employees are needed and scheduled back to work “midnight” shifts on shut downs, etc., they will be scheduled back at 11:00 p.m.

#### **(I) Maintenance Callout Performance**

- (1) The purpose of the Maintenance Department is to provide preventive, predictive, and corrective maintenance to the plant to ensure the maximum equipment availability at an economically feasible cost. Because the plant operates 24 hours a day, 365 days per year, an effective means of supporting the plant with trained and knowledgeable personnel must exist 24 hours per day. Current callout procedures are effective so long as maintenance personnel are responsive to plant needs.
  - (2) Reasonable Specifications
    - a. The COMPANY will continue to make call outs for specific repairs or for troubleshooting of specific problems.
    - b. The COMPANY will avoid call outs for general coverage unless needed due to extenuating circumstances such as a unit start up, plant turnarounds, weather, etc.
  - (3) Performance Expectations – Each craft is expected to support the plant by responding to callouts. If callouts are not being accepted by Craftsmen at an acceptable rate, the UNION and COMPANY agree to work together to evaluate and implement solutions to achieve effective coverage during maintenance off hours. This agreement does not prevent or limit the COMPANY’S ability to implement shift schedules as agreed to in the Articles of Agreement.
- (J) All scheduled overtime for “Unit start-up” coverage will be treated as “Plant” coverage, and employees will be available for work in all areas of the plant for work that would normally require a call-out.
- (K) Maintenance employees shall not be eligible to work overtime until they work one day of their regular shift at straight time after being out ill. The employee will need clearance from the safety and medical department in order to return to work.
- (L) Employees that are currently in the plant will not be eligible for future overtime until the call-out list has been exhausted.

## FATIGUE GUIDELINES

The Company and the Union have agreed to the negotiated hours of service limitations below. The Company and the Union will monitor performance under these guidelines during the term of the Contract and make adjustments as needed during the next Contract negotiations.

Call outs: The Company should attempt to minimize call-outs as these are disruptive to normal sleep patterns. Call outs that last six (6) or more hours on a week-end or holiday will count as an 8-hour shift for the guidelines below.

Although holdovers should occur at end of shift it is permissible for management to continue holding safety meetings for 12-hour employees before the shift begins.

If time off forced by this policy occurs on normally scheduled work days the employee will be kept whole in pay. If the time off occurs on normally scheduled off days there will be no change in pay.

### Hours of Service Limitations

	<b>12-Hour Shift</b>	<b>Minimum Time Off</b>	<b>Explanation</b>
<b>Normal Operations</b>		<b>Normal plant operations</b>	
Max Consecutive Shifts	12 shifts	48 hours	Minimum time off after 144 hours worked
Extended shifts	12-14 hours	n/a	Holdovers should occur at end of shift
Extended shifts	14-16 hours	12 hours	Only to cover safety critical position or complete safety critical job. Can occur only once per work set.
Extended shift - critical work	>16 Hours	na	Not permitted

	<b>8-Hour Shift</b>	<b>Minimum Time Off</b>	<b>Explanation</b>
<b>Normal Operations</b>		<b>Normal plant operations</b>	
Max Consecutive Shifts	15 shifts	48 hours	Minimum time off
Extended shifts	8-12 hours	n/a	Holdovers should occur at end of shift and should be limited to 2 hours when possible.
Extended shifts	12-14 hours	12 hours	Cannot exceed 12+ hours more than twice per work set, may be on consecutive days
Extended shifts	14-16 hours	12 hours	Cannot exceed 14+ hours more than twice per work set and must be on non-consecutive days. Cannot exceed 16 hours in a shift.

### **Partnership Agreement:**

ISP Technologies Inc. and the Texas City Metal Trades Council are committed to finding new ways and means to work together, to ensure a strong, successful Company that routinely goes above and beyond its customers' expectations, with proud, empowered employees, and to ensure a strong independent Union.

Both parties agree to pursue an equal partnership approach with a relationship based on mutual trust, and respect, dealing with each other and all employees with integrity, honesty, openness, dedication to our mutual goals, and a genuine concern for our mutual and individual well-being.

Both parties agree to approach this partnership with a goal of continuous improvement in safety, customer service, quality, efficiency, economy of operation, and improvement in all aspects of the Texas City operation.

A joint Leadership Committee will continue to explore initiatives designed to meet our aforementioned goals. This committee will benchmark leading organizations and determine the appropriate education needed to move the Texas City plant with a strong sense of urgency toward being the preferred supplier of goods and services to our customers.

/s/  
Ronnie Orsak  
Texas City Metal Trades Council  
AFL-CIO of Texas City, Texas

/s/  
James Bizarro  
ISP Technologies Inc.  
Texas City, Texas

### **GROUP 6**

- (1) Group 6 openings will be posted plant-wide.
- (2) Employees bidding into this Group will start at the beginning rate for Group 6 with the exception that employees that bid into Group 6 that have a higher rate of pay than the top rate of pay for Group 6, will go in at the Group 6 top rate. All others will follow the 3-year progression for Group 6.
- (3) If a day Production Technician position is later established in Group 6, it will be posted plant-wide at the Journeyman wage rate, with all employees being qualified as such.
- (4) The COMPANY will determine the qualifications for new hires which may include Journeyman operator experience, process operator certification, or other relevant chemical plant experience.
- (5) All new hires into Group 6 will be paid in accordance to the beginning wage schedule for this group and will follow the 3-year progression Group 6.
- (6) All employees in Group 6 will be paid at the negotiated rate of Production Technicians as listed in the CBA and will not have any bidding rights into Group 1 unless that person obtains a PTech degree or satisfies the requirements for Journeyman Operator or Craft, or has four (4) years of service.
- (7) In case of a reduction in force in any group or craft, the effected junior employees would first bump to a group or craft where they have enough seniority to do so, with Group 6 being the final option based on plant seniority. If employees are actually laid-off, they will have 2-year recall rights back to their original group or craft, as well as Group 6.
- (8) Production Technicians will do their job function with a minimum of supervision and may be required to perform some tasks outside of their normal duties as agreed upon with the Plant Union Committee.

- (9) Group 6 Team Leaders will be paid according to the wage schedule. The Team Leader position will have additional responsibilities above and beyond current packager job duties including but not limited to: label management (product/bar code/reconciliation), accounting data entry (SAP), training of new packagers, drum sampling coordination, and inventory reviews.

## **12-HOUR SHIFT SCHEDULE AGREEMENT**

### **A. LETTER OF UNDERSTANDING**

The following serves as an understanding between the UNION (Texas City Metal Trades Council, AFL-CIO) and the COMPANY (ISP Technologies, Inc., Texas City Plant) whereby the basic agreement between the parties is amended effective June 15, 2016, for the duration of the basic agreement to accommodate the establishment of a 12-Hour Shift Schedule at the Texas City Plant. This letter addresses the basic provisions of the Contract that were agreed to be revised so that 12-Hour Shift Schedule could be implemented consistent with two basic concepts. First, affected employees would neither gain nor lose earnings on an annual basis. Second, there will be no appreciable increase in costs to the COMPANY. This letter is applicable only to employees assigned to the Twelve Hour Shift Schedule. In addition, only those Articles, Appendices, and Letters of Understanding specifically cited herein are modified by this Letter of Understanding. Those provisions in the basic agreement not addressed here remain effective for all employees affected by this Letter of Understanding as well as all other represented employees.

The provisions of this Letter of Understanding shall apply only to those employees who are employed within Group 1, Group 2 and Group 6. The COMPANY shall not assign employees of any other group or craft to the 12-Hour rotating shift schedule except by mutual written agreement by and between the COMPANY and the UNION.

Either party may cancel the 12-Hour Shift Schedule with one hundred and twenty (120) days notice to the other party.

### **B. HOURS OF WORK**

The period of time from 6:30 a.m. to 6:30 a.m. the following day shall constitute a payroll day.

The period of time composed of seven (7) consecutive payroll days extending from 6:30 a.m. Monday to 6:30 a.m. the following Monday shall constitute a regular work week.

The 12-Hour Shift Schedule will be shown in Exhibit A.

Day Operators will be scheduled Monday through Friday, 6:30 a.m. to 2:30 p.m., and can be utilized to cover an absence when training. The last four (4) hours will be covered utilizing the low person. When not training, the Day Operator can be utilized to cover an absence as a last resort. In this case, the Day Operator would have the option of covering the remaining four (4) hours of the shift. Day Operator will exercise option within first two hours of shift or notification of covering absence. Failure to notify supervisor will be assumed as accepting the remaining hours.

Relief Operators, when not assigned a specific schedule to cover will work Monday through Friday, 6:30 a.m. to 2:30 p.m. In the event the Relief Operator does cover an absence, he would have the option of covering the remaining four hours of the shift. Relief Operator will exercise option within first two hours of shift or notification of covering absence. Failure to notify supervisor will be assumed as accepting the remaining hours.

#### **Relief Operator/Technician Guidelines**

- (1) When not covering a vacancy, the Relief Operator/Technician will work Monday-Friday (0630-1430). Work hours may be modified temporarily due to plant special needs, such as shutdowns.
- (2) The Relief Operator will be used to cover vacancies of two or more consecutive days/nights. They will cover for the same person for the entire vacancy in as much as they will not be moved due to casual overtime.
- (3) When working days, the Relief Operator/Technician can cover a one-day vacancy Monday-Friday. They will be included with the off shifts for Saturday and Sunday overtime, overtime being offered to the low person.
- (4) The Relief Operator/Technician will not be scheduled to work more than 5 consecutive 8 hour days (40

hours) or 4 consecutive 12 hour days/nights (48 hours) in a work week, without being put into the off shift overtime pool, overtime being offered to the low person. The intent of this agreement is to insure that the Relief Operator does not come up "short" on hours during successive work weeks as well as distribute overtime.

- (5) When covering a vacancy for the same person for a set of 3 or 4 days/nights, that becomes the Relief Operator/Technician's shift, and is not overtime. They will be considered for overtime with that shift on their off days. If the vacancy ends prior to Monday and the relief person has their 40 hours in, then the relief person will be off until Monday; at that time they return to days or coverage in another spot. On the days they are off, they will be considered with the off shift for overtime coverage, overtime being offered to the low person.
- (6) If covering a vacancy for the same person for 2 or more days/nights and a holiday is part of that work schedule, the Relief Operator/Technician will be required to work said holiday, just as the person being covered for would have.
- (7) When covering a vacancy, the Relief Operator/Technician does not have the option of turning down the last 4 hours, since that is now considered their shift.
- (8) The Relief Operator/Technician will be paid the adjusted 12 hour rate and shift differentials when assigned to relieve shift personnel, even if it's a single day coverage on days Monday-Friday. When not covering a vacancy, the Relief Operator/Technician will be paid the regular contractual rate.
- (9) As it relates to overtime, the relief operator/technician will not automatically be forced to work overtime and the normal overtime coverage rules will apply.

Day Laboratory Analysts will be scheduled Monday through Friday 7:00 a.m. to 3:00 p.m. per the current letter of understanding.

### **C. MANDATORY MEETINGS**

Employees on the 12-Hour Shift Schedule may be required to attend mandatory meetings on their off days which would include but not be limited to: mandatory health, safety, environmental, quality training, emergency and fire squad, organizational and new equipment. Management will make reasonable efforts to minimize the inconvenience to employees required to attend meetings on their long change and when practical, will schedule meetings two (2) hours before or two (2) hours after the employees regularly scheduled shift.

### **D. WAGES**

The hourly wage rate of employees assigned to the 12-Hour shift must be adjusted so as to provide the annual earnings under the 12-Hour shift arrangement which shall equal that which employees would have earned under the 8-Hour schedule if they work and equal number of hours. This adjustment is necessary due to the requirements of paying overtime for hours over eight (8) in a scheduled workday, and on holidays.

Under the 12-Hour Schedule, an employee will work eight (8) hours at the straight time rate and four (4) hours at the time-and-one-half overtime rate. To make earnings for 12 hours of work equal to that which the employee would have earned at the straight time rate, the eight-hour (regular negotiated) rate must be reduced by multiplying said rate by a factor of .8775.

The contractual wage rate of Groups 1, 2 and 6 (except Day Operators and Day Lab Analysts) would be reduced by a factor of 0.8775.

Pay continuation plans, as listed below, shall be computed at the contracted base rate for employees assigned to the 12-Hour Rotating Shift Schedule.

### **E. HOLIDAY PAY**

Employees assigned to the 12-Hour Shift Schedule shall receive the following pay for holidays:

- (1) All Holidays shall be paid at 8 hours times contracted base rate. Floaters shall be paid at 12 hours times the contracted base rate.
- (2) In addition to holiday pay, for all regularly scheduled hours worked on a holiday: 1.75 times the employee's adjusted hourly rate;

- (3) In addition to holiday pay, for hours worked outside regular schedule on a holiday: 2.5 times the employee's contractual rate (unadjusted);

Provisions in the Articles of Agreement which determine whether hours worked on a holiday are treated as scheduled or non-scheduled hours shall continue to apply.

## **F. HOLIDAYS**

Employees assigned a rotating shift schedule shall have three (3) floating holidays. These holidays may be chosen at the discretion of the employee provided twenty (20) hours' notice is given, the day is not worked, and said selection does not interfere with the operation of the plant. Preference shall be given to the senior employee on the basis of operating department, craft or group seniority.

## **G. JURY DUTY**

Jury Duty Leave will be paid at the contracted base rate for all hours.

An employee who is to report for jury duty and is scheduled to work the day shift (6:30 a.m. to 6:30 p.m.) is not required to report to work.

Employees scheduled on the night shift (6:30 p.m. to 6:30 a.m.) who are scheduled for night court are not required to return to work if released after 2:00 a.m. However, an employee released at or before 2:00 a.m. is required to report for work promptly, but in no case later than two hours after being dismissed from court.

An employee scheduled on the Night Shift is not required to report for work if jury service commences less than eight hours from the end of the last shift, or if jury service is terminated less than eight hours before the beginning of the next shift.

## **H. FUNERAL LEAVE**

Funeral leave will be paid at the contracted base rate for all hours.

## **I. OVERTIME MEALS**

Employees will not be eligible for overtime allowance while working their regular scheduled 12-Hour shift. All other provisions are outlined in Article 5, Section 3 of the contract.

## **J. SHIFT DIFFERENTIAL**

The contractual rate of shift differential as applies to the 12-Hour Shift Schedule shall be:

- (1) 6:30 a.m. to 6:30 p.m. --- none
- (2) 6:30 p.m. to 6:30 a.m. --- \$1.50

## **K. VACATION**

Vacation is currently calculated in weeks/days. Under the 12-Hour Shift Schedule vacation will be calculated in hours as follows:

Current Vacation 12-Hour Shift

2 weeks	80 hours
3 weeks	120 hours
4 weeks	160 hours
5 weeks	200 hours
6 weeks	240 hours

Employees working the 12-Hour Shift Schedule may schedule their vacation as "Short notice" bank days. Under the 12-Hour Schedule employees will be required to give two (2) hours' notification prior to the start of a shift.

Any call for a Vacation Day will be met with an earnest effort on the part of management to find a replacement. The employee is responsible for reporting until notified that replacement coverage has been identified.

Where a fraction of a 12-Hour Shift is remaining (remnant) employee would have option to:

- (1) Take pay instead of vacation, or
- (2) Carry remnant over to next vacation year in order to accumulate a whole (12 hours) shift, or
- (3) Take time off (with pay) in conjunction with time worked, totaling 12 hours.

Remnant hours will be scheduled like Bank Days and will be subject to availability of coverage.

## **L. OVERTIME**

### **(A) Overtime Pay**

Scheduled overtime will be only that time worked in excess of eight (8) hours on each regularly scheduled work day up to a maximum of four (4) hours per day.

Overtime out of the regular schedule will be paid at 1.5 times the contracted base rate. Unscheduled overtime will be anytime worked outside of an employee's regularly scheduled day or week.

The seventh (7) consecutive day worked by an employee from Monday to the following Monday based on a regular workweek, shall constitute 7<sup>th</sup> day pay and be paid at 2.0 times the contracted base rate, provided the employee has actually worked at least 4 hours on each of the preceding seven (7) days. Vacation days, holiday, floaters and sick days will not be counted towards 7<sup>th</sup> day pay.

In the event any employee works ten (10) straight work days from Tuesday – Saturday, the 7<sup>th</sup> day worked will be paid at 2.0 times the contracted base rate.

### **(B) Overtime Administration**

- (1) The UNION agrees to a firm commitment to staff the plant. Overtime coverage will be provided on a voluntary basis as described below until an overtime group fails to meet its commitment to staff its respective unit around the clock. A mandatory on-call system will be implemented if the voluntary system fails to produce the number of people required for overtime coverage. As a general practice, overtime will be rescheduled whenever practical by scheduling the off shift for all known overtime before each shift's day(s) off. If there are no volunteers, the low person will be forced to work the overtime. In cases where one shift has left the plant, the COMPANY can force the low person in the plant to work the overtime if there is no contact with the lower off shift person. The COMPANY will attempt up to twelve (12) hours before overtime is to begin to get the lower off shift person by first contacting employees on the "short change," then employees on "long change," and then contacting day operators/lab analysts.
- (2) When it is necessary to provide overtime coverage by calling in an employee, a change in the overtime procedure is necessary to insure adequate staffing of the plant. A call-in list would provide names of employees qualified for the job and eligible to work 12 hours (i.e., capable of working the full overtime shift without interfering with their next scheduled shift). Employees with the lowest number of hours would be contacted first, and on through the list.

The first employee contacted from the call-in list would be in the "forced" position (and so notified) for two hours. Should no volunteers be contacted in those two hours, the "forced" employee would fulfill the overtime assignment. Employees notified of their "forced" status will report to work at the scheduled time unless otherwise contacted by the COMPANY. Should another employee from the call-in list accept the overtime assignment, the COMPANY would contact the "forced" employee and relieve him/her of their responsibility to report for work. An employee will not be forced to work overtime in an overtime area where he/she cannot compete for overtime, except in an emergency.

It is recognized that with the 12-Hour schedule it is not possible for an employee to "double cover" (total of 24 hours). At the COMPANY's discretion, four-hour holdovers and four-hour call outs are permissible, as a last resort.

When it is necessary to provide overtime coverage by calling in an employee, the following procedure shall be followed:

- (3) Call the low person on the off shift who is eligible and qualified to perform the job. The first person contacted by telephone may refuse the assignment but would be informed of being placed in the "forced" position. If subsequent calls to other persons fail to produce volunteers then the "forced" person will be required to report to work.
- (4) If the list of low persons fails to produce the needed staffing, the following procedure shall be followed:
  - (A) Force the on shift person to hold over up to four hours.
  - (B) Force out the oncoming shift for up to four hours.
  - (C) When necessary, cover the middle four hours as the COMPANY sees fit.
- (5) An 8-hour scheduled employee may voluntarily work (not forced) for a 12-hour employee who is in the forced position if the 8-hour employee is able to complete the assignment without interfering with his/her regular schedule.

(6) **MANDATORY OVERTIME PROCEDURE**

Should the voluntary overtime system fail to provide the coverage for overtime in an overtime area, then the following mandatory overtime procedure and standby system will be initiated in that area:

- (A) The primary shift (shift on short days off) and the secondary shift (shift on 7 day long change) will provide the needed personnel for standby.
- (B) The number of standby personnel will be determined by management, depending on training, job flexibility and number of jobs per overtime area, but will be kept to the minimum necessary. Standby duties shall be rotated on an equitable basis among all employees of the overtime group and will be for the entire period.
- (C) Personnel on standby will not be scheduled for known overtime.
- (D) It will be the responsibility of the person(s) on standby to be available by phone between 5:30 a.m. and 7:30 a.m. and 5:30 p.m. and 7:30 p.m. If the standby personnel are not at home, it is their responsibility to let the appropriate on-duty person (management) know where they can be reached. Standby personnel may, at the employee's option, check out a pager prior to the start of their standby period in order to facilitate communication. However, when pagers are unavailable, the standby employee will comply with the mandatory overtime procedures.
- (E) The person(s) on standby must be able to report to work no later than four (4) hours after the beginning of the shift (i.e., no later than 10:30 a.m. on days; 10:30 p.m. on nights).
- (F) An employee who accepts an overtime assignment can later turn it down; however, he/she still will be required to work unless another qualified employee (not the standby person) volunteers to work.

**M. OVERTIME CHARGES**

- (1) An employee on the 12-Hour Shift Schedule who accepts an overtime assignment and later refuses it will be charged a minimum of twelve (12) hours.
- (2) When such refusal occurs, however, due to the occurrence of Jury Duty, Funeral Leave, scheduled Vacation and/or Floating Holiday employees will not be charged for overtime refusal. A bank day or floating holiday scheduled after notification to work overtime may not be used to avoid overtime charges.
- (3) If an employee accepts an overtime assignment but subsequently refuses such assignment, he/she will not be charged if the overtime assignment is canceled prior to the end of the shift in which it was offered.

## **N. OTHER OVERTIME PROVISIONS**

- (1) In those situations where it is anticipated that the overtime required on a job shall not exceed two (2) hours' duration, the overtime will be offered to those employees present in the plant or to the oncoming shift rather than calling out the off shift.
- (2) The COMPANY must receive at least four (4) hours' notice prior to an employee returning to work from any absence. Less than four (4) hours' notice will authorize the COMPANY to schedule a replacement.
- (3) Failure to report for an overtime assignment or to notify the COMPANY six (6) hours before such assignment is to begin shall be considered an unexcused absence.
- (4) On a unit by unit basis, employees may choose to have overtime offered to the lowest qualified operator irrespective of which "OFF Shift" he or she is currently scheduled.
- (5) Management will post overtime hours charged by the end of the day shift each Thursday.

## **O. NON-OCCUPATIONAL DISABILITY PAY**

Payments will be made in accordance with Article I 1, Section 3 of the contract except that they will be paid on the basis of hours scheduled to work at twelve hours per day. All hours will be paid at the contracted base rate.

## **P. TRAINING PAY**

- (A) If schedule is changed to forty hour week schedule then rates revert to contractual amounts. A change in schedule for training periods of five (5) days or more which interrupt a seven (7) day long change will be limited to one (1) such change per calendar year. Employees affected by training needs because of new unit start-ups and/or transfers may be affected by one (1) additional interruption per calendar year. This limitation shall not apply to new employees or employees transferred to a new work assignment until qualified on the new job. This limitation will not apply to Rescue, ECA, EMT and other voluntary programs.
- (B) If training is scheduled for periods of less than five (5) off days, pay is per agreement at 1.5 times contractual rate for all hours worked in training. (Subject to the minimums stated in Article 5, Section 6 of the contract). No "change in schedule" of less than five (5) days will be used to avoid payment of premium pay for training.
- (C) If training is scheduled for a day that would normally be worked, pay will be no less than 12 hours at the contractual amount. (Example: Employee attends 8 hours of training but will still be paid 12 hours). No overtime premium is used due to use of contractual rate.
- (D) If working the shift prior to commencing a training day would not provide a normal rest period prior to that training, the employee shall be released from working the shift and paid at the contractual rate for any hours released. If an employee is scheduled to work a shift following a block of training, the employee will be provided with at least the normal rest period before reporting for the scheduled shift following the training.
- (E) If a change of schedule would result in less than the regularly scheduled hours for the week, the employee will be compensated for the regularly scheduled hours (usually 36 or 48).

## **Q. DAY AND RELIEF OPERATOR PAY**

(A) Day Operators will be paid at 15% above Journeyman rate. Additional duties required of the Day Operator will include but are not limited to: training (classroom and OJT), hot work permits, incident investigations, safety inspections, safety audits, safety reviews (PHA, PSSR, What-if, etc.) and other safety/training related items.

Day Operators must attend mandatory training to achieve competency in the areas listed above in order to fulfill the job duties.

Day Operators must attend Production, Safety, and Maintenance meetings as required.

Existing Day Operators as of June 15, 2012 will be grandfathered into their positions. In the future, the Day Operator positions will be bid in their specific areas only (for example, the PVP Day Operator position may only be filled by a PVP Operator).

Qualifications:

1. Minimum eight (8) years area-specific experience.
2. Minimum three (3) years plant safety committee or fire/emergency squad experience.

Day Operators hired after June 15, 2012 must meet the job qualifications prior to being awarded a bid.

(B) Day relief operators shall observe all Holidays as designated by the Company. They will not normally be required to work on the Holiday.

(C) Day relief's vacation will not be affected by shift worker's vacation.

**R. SHIFT SWAPPING**

Shifts swaps of up to twelve (12) hours may be granted by supervision if prior notice is given.

Overtime will not be charged or paid where it occurs as a result of shift swapping. Shift swaps are for the convenience of employees and are to be reciprocated during the same work week in which they occur.

Shift swaps may not interfere with an employee's ability or availability to work their normal scheduled shift.

Employees involved in voluntary shift swaps will automatically be charged for an overtime refusal should the swap interfere with their ability or availability to work the overtime.

**EXHIBIT A**  
**12 – HOUR SHIFT SCHEDULE**  
**Groups 1-2-6**

MTWTFSS MTWTFSS MTWTFSS MTWTFSS  
DDDDXXX XXXXNNN NXXXDDD XNNNXXX

D – Days 0630 – 1830  
N - Nights 1830 – 0630  
X - Off

## **Emergency Response Team (ERT)**

The Company will maintain an Emergency Response Team (ERT) consisting of fire fighters, medical personnel and rescue personnel.

- The ERT will consist of a maximum of six hourly fire fighters per shift and six on days. The goal of Management is to maintain one ECA/EMT or Paramedic each shift.
- Staffing the ERT at levels higher than this is at the discretion of Management.
- If Management desires to reduce ERT hourly membership below current levels it must ask for volunteers first and then remove members from each shift based on plant seniority. Cuts will exclude ECA/EMTs, Paramedics, Captains, Assistant Captains and S&E Technicians
- All ERT members must be able to physically function in their roles and pass the pulmonary function test.
- Missing 25% of training events will result in dismissal from the ERT. If the member supplies a letter from their supervisor excusing an absence it will be excused.
- If Management needs to increase membership the following actions will be taken in order:
  - Ask plant for volunteers
  - New hourly employees (from hire-on to end of probation) may be required to join for a period not to exceed two years.
  - Require employees to join, least senior first, for a period of two years
- Management reserves the right to select volunteer employees for specialized service: ECA, EMT, Paramedic, Rescue, IMAS, Captains, Assistant Captains.
- Bonuses will be paid annually in December per the schedule below:
  - To receive 100% of bonus 100% of training must be attended (or a supervisor's note supplied) – bonus will be prorated based on percentage of training attended
  - Absences due to funeral leave (per contract) and jury duty do not count
  - Each member is allowed to miss one training event for illness or vacation

### **Annual Bonus**

	<b>Payout</b>
<b>Fire Squad</b>	\$800
<b>Captain</b>	\$900
<b>ECA</b>	\$375
<b>EMT</b>	\$415
<b>Paramedic</b>	\$650
<b>Rescue</b>	\$250
<b>IMAS</b>	\$250

**PROCESS OPERATOR/PRODUCTION TECHNICIAN TRAINING PROGRAM**  
**(TEXAS CITY PLANT)**

The Training Program for Process Operator Trainees and Production Technician Trainees, has been prepared and adopted jointly by ISP Technologies, Texas City and the Texas City Metal Trades Council, AFL-CIO. This program will be used by all new operator and production technician trainees working to achieve journeyman status, operators transferring within Group 1, and employees bidding from another Group or Craft into Group 1 or Group 6.

It is essential that process operators be given comprehensive training in the practical aspects of their work in order to develop skills that will be valuable to the Company and to themselves. These skills will be obtained both by on-site training and on-the-job skills application. Consistent with this priority, the objective of this program is the establishment of high standards of training and performance for process operators employed by the Company.

Provisions outlined in the Process Operator Training Program may be modified by mutual agreement between the Company and the Union.

The following job positions at Texas City are included within the scope of this program:

- (A) "Process Operator" shall refer to an employee who has been assigned to North Area, South Area, PVP, PVPP or any other operating area in Group 1. New employees who transfer in as a Process Operator Trainees will advance through a forty-eight (48) month wage progression that leads to journeyman level. During this period, the employee must complete a predetermined amount of training and skills development offered by the Company, as outlined in this program.
- (B) "Production Technician" shall refer to an employee who bids or is hired into an entry-level position in Group 6 Packaging. Employees hired or transferred to Group 6 will be required to successfully complete a computer based operator training module program, provided by the Company ISP.

**Administration**

The administration of this program and the supervision of the following duties shall be under the general direction of the Operations Manager or his representative, whose duty it shall be:

- (A) To work with the Safety, Environmental and Human Resource representatives to ensure that new hires into operations receive comprehensive orientation and safety training when they begin employment with the Company.
- (B) To ensure that each Process Operator Trainee is given comprehensive process unit training in order to be more proficient and knowledgeable of process operator responsibilities. The training will include both classroom instruction and hands-on training in the process areas.
- (C) To work with Human Resources in the recruiting and screening process to ensure that qualified applicants are hired into Group 6 as Production Technicians or given the opportunity to transfer into the operations group, as outlined in the job bid process.
- (D) To see that accurate training records are maintained on the progress of all Process Operator Trainees.
- (E) To schedule periodic meetings with Plant Management and Union representation as a means of offering suggestions for improvement of

the program.

- (F) To ensure that safe and environmental sound work practices are incorporated in the training of all Process Operator Trainees.

#### Operations Trainee Position

A trainee position will be set up in operating departments depending on future needs as defined by the Company. Starting Wage for an Operator Trainee will follow the Apprentice Operator wage regardless of whether or not the employee who bid is currently paid Journeyman wage, except Group 6 Packaging Lead employees (Hired prior to June 15, 2012 since Lead pay is at a higher rate than entry pay for Operations). Group 6 Packaging Lead employees will start their progression at the Packaging Lead wage.

#### Eligibility Requirements

The basic requirements for becoming a Process Operator Journeyman are as follows:

- (A) Be able to successfully complete the Operator Training Program.
- (B) Be able to perform the essential functions required of the job.
- (C) Must be able to work 12-hour rotating shift schedule, serve on the Fire & Rescue Squad, and work a fair share of overtime and call-outs.

#### Selection Procedure for Process Operator Trainees

After June 15, 2012, the first two trainee positions will be awarded to a current employee. The next trainee position will be open to an available PTEC candidate. From this point forward, openings will be filled on a 2:1 (2-current employees: 1-PTEC candidate) basis until all employees in Group 6 hired prior to June 15, 2012 that desire to bid have moved. Then all trainee positions will continue to follow the normal bid process.

If a job opening occurs in Group 1, that bid can be filled with a qualified candidate from another area in Group 1. There would be two area moves that can be filled within Group 1, at that point the opening that is created after the second move would then be filled by the trainee position in that area and the trainee opening may then be filled as stated above.

The Company has the right to determine where the Apprentice Operator Trainee will be assigned. The Apprentice Trainee will continue to be assigned to their original area and will not be eligible for overtime for one (1) year or until all training in the area is complete. Work assignment and overtime for the Apprentice Trainee will follow the Relief Operator language in Section B of the 12-hour shift agreement. All internal candidates must still pass the Apprentice Operator test before being eligible to move into Operations.

Successful candidates who move into operations as Process Operator Trainees will maintain their pay progression level and will be eligible to continue progression to the Journeyman rate provided that all required training is successfully completed.

As specified in the Articles of Agreement, there will be no waiting period for new hires to bid out of the Production Technician group. However, successful bidders into Operations (Group 1) from Packaging (Group 6) will continue to be subject to a 190-day probationary period, if applicable.

As deemed necessary, Journeyman Process Operators may be hired from outside the Company directly into Group 1 Operations.

All Process Operator Trainees shall sign a Process Operators Trainee Agreement, if off-site training at an accredited local college is required. Both Company and Union shall approve the agreement and be present when the agreement is signed.

### **Number of Process Operator Trainees**

At no time should the number of Process Operator Trainees be more than one trainee to every two operators in any given process unit, unless mutually agreed to by both Management and Union. In this context, Process Operator Trainees refers to those process operators who are still in progression and have not yet attained journeyman level.

Positions in Group 1 can be bid as Apprentice only if the percentage of Apprentice Operators in that area is below 25%. The Company has the right to determine where the Apprentice Operator Trainee will be assigned.

### **Wages and Progression**

- (A) Employees participating in the Process Operator Training Program will be paid in accordance to the process operator wage schedule and follow the 48 month progression from entry-level to Journeyman rate of pay. Journeyman Process Operators who transfer within Group 1 will remain at a Journeyman rate of pay. Group 6 Team Lead employees will start the Process Operator Training 48 month progression at the Team Lead wage and once the pay has caught up to the progression amount, the Process Operator Training progression will apply.
- (B) The employee will be required to pass either an oral/written examination or field test (show and tell) covering his/her work experience for the current period of apprenticeship before each step level progression in the wage schedule.
- (C) If off-site classroom instruction is given outside of scheduled working hours, these hours of instruction shall not be considered hours of work nor shall wages be paid for them.

### **Process Operator Training Program**

Process Operator Trainees who participate in this program will be given the job training and instruction necessary to prepare them for operating proficiency in the plant. Instruction will include information on each of the major plant processes but will specifically focus on the process areas the employee will be assigned. The goal will be to provide each Process Operator Trainee with an overall training program that will encompass varying amounts of training and experience in order to maximize breadth of exposure.

### **Core Performance Requirements**

Core performance requirements are covered in four (4) training and evaluation phases. Upon completion of the training, process operators are responsible for the hands-on operation of assigned job(s) and will be expected to demonstrate knowledge and proficiency in the areas of:

- (A) Plant personnel, health and operation safety standards
- (B) Environmental protection policies and procedures
- (C) Standard Operating Procedures (SOPs)
- (D) Critical Operating Parameters (COPs)
- (E) Emergency Operating Procedures (EOPs)
- (F) Safety Equipment
- (G) Basic Process technology
- (H) Process Flow and Equipment
- (I) Process Control Systems
- (J) Computer Skills - E-mail, WinPSM, Maximo, ITMS & Microsoft Applications

Specific job responsibilities that Process Operators shall be able to perform include:

- (A) Make process and equipment adjustments to safely control unit efficiency, production, and product quality within prescribed limits.
- (B) Inspect and observe equipment and process operation for abnormalities.
- (C) Troubleshoot equipment and process operation when abnormalities are recognized and take appropriate corrective action.
- (D) Immediately and correctly respond to Critical Operating Parameter (COP) limits.
- (E) Recognize, analyze, and correctly respond to emergency situations.
- (F) Identify items in need of maintenance and initiate requests for action.
- (G) Prepare equipment for maintenance (including knowing, understanding, and recommending changes in energy control procedures).
- (H) Provide timely, complete, and accurate written and oral communication.

Participants in the Process Operator Training program must complete four (4) phases of instruction. Each phase is designed to be progressive in nature, beginning with New Employee Basic Training and concluding with an Evaluation of Understanding. Non new hires may not be required to complete Phase I, assuming they have previously completed the requirements in a previous Texas City assignment.

### **Phase I - New Employee Basic Training**

The initial training for a Process Operator Trainee is Basic Orientation and Safety Training. It is normally provided during the new hire's first week of employment. Facilitators for this training include representatives from Human Resources, Safety, Environmental, Quality and Operations. All new employees hired at the Texas City site participate in this 1-2 week program, with some employees receiving additional training depending on their job assignment and the area of the plant they are assigned to work. Participants receive instruction in the following areas:

- (A) General Orientation - Welcome by Plant Management, New Hire Paperwork, Employee Benefits Overview, Organization, Hours of Work, Work Policies, Site Security, Issuance of Employee Badges & Physical Examination
- (B) Safety Orientation - Hazards Communication (HAZCOM), Plant Safety Rules, Material Safety Data Sheet (MSDS) & Safety Standard Practice Instructions (SPI's)
- (C) EPA Training - Resource Conservation and Recovery Act (RCRA), NPDES, etc.
- (D) FDA Training - current Good Manufacturing Practices (cGMP's), ISO 9000, etc.
- (E) Academic - Chemistry (pH, specific gravity, etc.)
- (F) Mechanical Skills - Valves, Pumps, Vacuum Jets & Distillation
- (G) Computer Skills - E-mail, eMOC, Maximo, ITMS & Microsoft Applications

### **Phase II - Job Operations Knowledge Training**

Once an employee bids or hires into a Process Operator (or Production Technician) position, the following classroom training will be provided. The duration of this training will normally be one (1) week with representatives from Safety, Operations and Plant Engineering responsible for facilitating the training.

- (A) Process Information - Overview, PFDs/P&ID's, Mechanical Skills (to be determined) (Valves, Pumps, Vacuum Jets & Distillation)
- (B) Operations Procedures - Initial Startup, Normal Operations, Emergency Shutdown, Startup after an Emergency, Emergency Operations
- (C) Operations Limits - Consequences of deviations, Steps to Avoid Deviations, Troubleshooting Guide
- (D) Safety and Health Considerations (HAZCOM - Unit Specific) - Properties and Hazards presented by the Chemicals used in the Process, Control of Hazardous Chemical Inventory
- (E) Safety Work Practices (Unit Specific) - Lockout/Tagout, Confined Spaces, Hot Work & Energy Control Procedures
- (F) Environmental Procedures (Unit Specific)
- (G) Emergency Response (Unit Specific)

- (H) Written Communications/Logs/Reading Sheets
- (I) Powered Industrial Lift Truck (Unit Specific)

As may be required to meet job eligibility requirements, Trainees may be required to enroll at accredited local colleges to complete the coursework required for Journeyman status. All scheduled off-site training must be outside the Trainee's regular work hours. Trainees will not be charged with refusal of overtime due to interference with scheduled classroom instruction. The Company and Union will mutually agree upon the appropriate courses.

The cost of books, manuals, related instructional material, and tuition required for off-site classroom instruction held outside of scheduled working hours shall be paid by the Company. Other miscellaneous costs will be the responsibility of the Trainee.

### **Phase III - On-The-Job Training - Supervised**

The On-The-Job (OJT) training package given Process Operator Trainees is specific to their assigned area. It covers all facets of the Process Operator job responsibilities. The Process Operator Trainee will receive his/her primary OJT from first line supervision and Journeyman Process Operators. The duration of this phase will vary depending on the employee and/or the process area he/she is assigned. See Attachment I for a general guideline for time to achieve this phase of the training program in specific operating areas.

- (A) Hands On Performance Of Specific Job Procedures - Initial Startup, Normal Operations, Emergency Shutdown, Startup after Emergency Shutdown, Emergency Shutdown, Startup after Emergency Shutdown, Emergency Operations, Step to Correct or Avoid Deviations, Trouble Shooting, Powered Industrial Lift Truck (Unit Specific)
- (B) Hands On Performance of Job and Unit Safety Procedures - Safety Interlocks, Detection systems, Suppression Systems, Safe Work Practices (Unit Specific)
- (C) Emergency Response Procedure (Unit Specific)
- (D) Operator Log/Reading Sheets

### **Phase IV - Job/Unit Operating Experience - Evaluation of Understanding**

Once each of the above phases of training is finished, the Process Operator Trainee must complete a walk through of the process area with First Line Supervision to demonstrate knowledge and proficiency. Duration of this phase is normally one-half to one day.

- (A) Performs Job in Monitored Environment - Monitored by Process Operator Journeyman, Monitored by First Line Supervisor, Monitored by Manufacturing/Plant Engineers
- (B) Process Operator Trainee demonstrates knowledge and proficiency of the process area in the presence of First Line Supervision.

### **Trainer/Trainee Incentives**

If a trainee is assigned to a trainer other than the Day Operator then the trainers who are assigned will receive a 10% wage increase for the training time up to the maximum specified hours identified. In instances where additional training manpower is deemed necessary in Group 1, alternate trainers will be selected by the Company.

### **Training Evaluation Standards**

Each training segment shall have a written and/or practical evaluation, administered on completion of each training course. These evaluations will be used as one of the major criteria for objectively assessing the individual being trained. Participants in this training must achieve a minimum of 80% on all written evaluations. As the training may apply to critical operating procedures a score of 100% must be achieved. Performance items shall be composed of items related directly to the requirements of specific jobs/tasks assigned to the employee.

Written and practical evaluations shall be given at the end of Phase III "On-the-Job Training -Supervised" and Phase IV - "Job/Unit Operations Experience Training.

Failure to complete the unit training after ONE re-training sessions, will result in the employee being allowed to return to their previous job, however, bidding rights to Group 1 will be frozen for 8 years, and there will be a 9-month probationary period as defined in Article 3, Section 2, with the exception of occupational and non occupational disability, in which the employee will remain whole.

Trainees who enroll in courses and attend off-site classes at an accredited local college will be expected to successfully complete and pass the courses that are required to demonstrate proficiency in their assigned work area.

**Training and Advancement of Production Technicians**

- (A) New hires who are initially assigned to work as Production Technicians will be provided training in all aspects of packaging and drumming at the conclusion of their initial on-site basic orientation and safety training. It will be the responsibility of Supervision to oversee that proper training is performed to ensure safe and efficient operations.
  
- (B) As opportunities for Process Operator Training may be presented, Production Technicians or other Process Operator Journeyman may be given process specific training and skill developmental opportunities. The frequency with which this training may be offered will be dependent on the operating status of the process units in which the training will take place and the availability of the employee(s) to participate in such training.

**Modification of the Program**

The Company and Union agree to utilize this Process Operator Training Program (formerly the Chemical Process Operator Apprenticeship Standard) as a means to prepare Trainees to be effective in their future roles as Process Operators. Nevertheless, this program may be amended at any time as agreed to by the Company or the Union.

# Attachment I

## General Guidelines for On-The-Job Training Hours

### For Specific Units

**North Area**

BLO Reaction & Distillation	15 days	180 hours
NMP Reaction & Distillation	15 days	180 hours
VP Distillation	15 days	180 hours
BDO Reaction	6 days	Combined with Distillation
Distillation	12 days	Total of 216 hours
B3DDI Unit	2 days	24 hours
IPA Recovery	8 days	96 hours

**South Area**

VP Crude	15 days	180 hours
Utilities	18 days	216 hours

**PVP Area**

A & D Reactors	12 days	144 hours
B & C Reactors	20 days	240 hours
Floater #1	16 days	192 hours
Floater #2	16 days	192 hours

<b><u>PVPP Area</u></b>	26 days	312 hours
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<b><u>Group 6</u></b>	7 days	84 hours
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**Modification of the Program**

The Company and Union agree to utilize this Process Operator Training Program (formerly the Chemical Process Operator Apprenticeship Standard) as a means to prepare Trainees to be effective in their future roles as Process Operators. Nevertheless, this program may be amended at any time as agreed to by the Company or the Union.

**APPROVAL OF TRAINING PROGRAM:**

For the COMPANY  
INTERNATIONAL SPECIALTY PRODUCTS  
Texas City, Texas

For the UNION  
TEXAS CITY METAL TRADES COUNCIL  
Texas City, Texas

\_\_\_\_\_  
James Bizarro  
Site General Manager

\_\_\_\_\_  
Ronnie Orsak  
Business Agent

\_\_\_\_\_  
Aaron Cameron  
Maintenance Manager

\_\_\_\_\_  
Robert O'Neal  
Chairman

\_\_\_\_\_  
Robert Polce  
Production Manager

\_\_\_\_\_  
Tom Henderson  
Committeeman

\_\_\_\_\_  
Stacie Baccinelli  
HR Business Partner

\_\_\_\_\_  
John R. Green  
Committeeman

DATE: June 15, 2016

## **PROCESS OPERATOR TRAINING PROGRAM (OVERVIEW)**

### **PHASE I NEW EMPLOYEE/BASIC TRAINING**

- OPERATOR ORIENTATION
- SAFETY ORIENTATION
- EPA TRAINING
- FDA TRAINING
- MECHANICAL SKILLS

### **PHASE II JOB/CRAFT OPERATIONS KNOWLEDGE TRAINING**

- PROCESS INFORMATION
- OPERATIONS PROCEDURES
- OPERATIONS LIMITS
- SAFETY & HEALTH CONSIDERATIONS
- SAFE WORK PRACTICES
- ENVIRONMENTAL PROCEDURES
- EMERGENCY RESPONSE PROCEDURES
- POWERED INDUSTRIAL LEFT TRUCK
- WRITTEN COMMUNICATIONS

### **PHASE III ON-THE-JOB OPERATIONS “SKILLS TRAINING”**

- HANDS ON PERFORMANCE OF SPECIFIC JOB PROCEDURES
- HANDS ON PERFORMANCE OF JOB & UNIT SAFETY PROCEDURES
- HANDS ON PERFORMANCE OF JOB & UNIT ENVIRONMENTAL PROCEDURES
- WRITTEN COMMUNICATIONS

**EVALUATION OF UNDERSTANDING – WRITTEN AND PRACTICAL**

### **PHASE IV JOB/UNIT OPERATIONS EXPERIENCE TRAINING**

- PERFORMS JOB IN MONITORED ENVIRONMENT

**JOB REQUIREMENT (AUDIT) BASED ON PRACTICAL EVALUATIONS.  
OPERATOR SHALL BE CERTIFIED ON HIS OR HER JOB(S).**

**ISP TECHNOLOGIES  
TEXAS CITY, TEXAS**

**PROCESS OPERATOR TRAINEE AGREEMENT**

(EMPLOYEE NAME) agrees to participate in the Process Operator Trainee Program as a means to develop the job skills and knowledge required for Process Operator Journeyman and to maintain the Company's high standards for performance. The Trainee Program will commence on the day that the employee is moved into a Process Operator Trainee position and will end after 4 years of employment in this position.

The Company agrees, during the period of this Agreement, to:

- Provide the Trainee with comprehensive process unit training, including both classroom and on-the-job, that is representative of the duties of Process Operator position.
- Pay the Trainee in accordance with the Process Operator 48-month wage schedule.
- Credit the employee for formal education received prior to participation in this program.
- Pay the Trainee the cost of tuition, books, manuals, and related instructional material for off-site college coursework required to achieve Journeyman qualifications.
- Abide by other provisions stipulated in the Process Operator Trainee Program.

The Trainee agrees, during the period of this Agreement, to:

- Perform for the Company the highest quality of work for which he/she is capable.
- Observe all applicable safety and environmental rules and regulations.
- Complete all requirements to achieve Journeyman qualifications within 48 months, including Process Technology coursework at local college.
- Abide by other provisions stipulated in the Process Operator Trainee Program.

The Trainee understands that he/she will be evaluated periodically during the Trainee Program to assess knowledge and proficiency for each segment of training. It is the responsibility of the Trainee to achieve the minimum acceptable level on all written evaluations for all on-site training. Furthermore, the Trainee understands that failure to meet the "Core Performance Requirements" after one re-training session or failure to achieve Journeyman qualifications within 48 months is cause for a performance evaluation and appropriate disciplinary action taken up to and including termination of employment.

\_\_\_\_\_  
Name of Trainee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Texas City Metal Trades Council Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
ISP Technologies Representative

\_\_\_\_\_  
Date

**MAINTENANCE CRAFT TRAINEE PROGRAM**  
**(TEXAS CITY PLANT)**

The Training Program for Maintenance Craft Trainees has been prepared and adopted jointly by ISP Technologies, Texas City and the Texas City Metal Trades Council, AFL-CIO. This program replaces the Apprenticeship Standards for Maintenance.

It is essential that Maintenance Craft Trainees be given comprehensive training in the practical aspects of their work in order to develop skills that will be valuable to the Company and to themselves. These skills will be obtained by on-site and off-site training and on-the-job skills application. Consistent with this priority, the objective of this program is the establishment of high standards of training and performance for Maintenance Craft Trainees employed by the Company.

Provisions outlined in the Maintenance Craft Trainees Program may be modified by mutual agreement between the Company and the Union.

**Scope**

The following job positions at Texas City are included within the scope of this program:

- (A) "Craft Journeyman" shall refer to an employee who has been assigned to the Maintenance Department as a Heavy Equipment Operator, Machinist, Pipefitter or I&E Technician and has attained Journeyman (top pay) status.
- (B) "Craft Trainee" shall refer to an employee who has been assigned to the Maintenance Department as a Heavy Equipment Operator, Machinist, Pipefitter or I&E Technician and is advancing through the forty-eight (48) month pay progression that leads to Journeyman level. While in progression, the employee must complete a predetermined amount of training and skills development, as outlined in this program.

**Administration**

The administration of this program and the supervision of the following duties shall be under the general direction of the Plant Engineering Manager or his representative, whose duty it shall be:

- (A) To work with the Safety, Environmental and Human Resource representatives to ensure that new hires coming into Maintenance receive comprehensive orientation and safety training when they begin employment with the Company.
- (B) To ensure that each Maintenance Craft Trainee is given comprehensive craft skill training in order to be more proficient and knowledgeable of their specific craft responsibilities. The training will include both on-site and off-site classroom instruction and hands-on training in various areas of the plant.
- (C) To work with Human Resources in the recruiting and screening process to ensure that qualified applicants are hired into Maintenance or given the opportunity to transfer into Maintenance, as outlined in job bid process.
- (D) To see that accurate training records are maintained on the progress of all Maintenance Craft Trainees.
- (E) To schedule periodic meetings with Plant Management and Union representation as a means of offering suggestions for improvement of the program.
- (F) To ensure that safe and environmental sound work practices are incorporated into the training of all Maintenance Craft Trainees.

**Eligibility Requirements**

The basic requirements for becoming a Maintenance Craft Journeyman are as follows:

- (a) Must possess a minimum of four (4) years experience in a Maintenance Craft (I&E, Pipefitting or Machinist) or possess an Associates Degree in Mechanical Technology or related craft discipline with two (2) years Maintenance Craft experience.

- (b) Must be able to perform the essential functions required by the job.
- (c) Be able to work an 8-hour schedule, serve on the Fire & Rescue Squad, and work a fair share of overtime and call-outs.

### **Selection Procedure for Maintenance Craft Trainees**

Selection of candidates for Maintenance Craft Journeyman (Heavy Equipment Operator, Pipefitter, Machinist and I&E Technician) positions will be determined through the employee job bid program. These openings will be posted plant-wide. The most senior qualified employee who bids on an approved job opening will be awarded the position.

If there are no bidders on a posted Maintenance Craft Journeyman position or at the Company's initial discretion, the position may be posted plant-wide as a Maintenance Craft Trainee position (See below criteria specific to I/E and Machinist Crafts). Preference will be given to employees in Crafts 1, 3, 4 & 6. Selection of the successful candidate will be based on seniority, acceptable results on craft specific aptitude testing, and ability to perform the essential job functions. The successful candidate must commit to achieve Journeyman qualifications for this Craft within 48 months.

Openings for maintenance craft positions for Machinist apprentice and I/E apprentice will be bid to qualified applicants who obtain a 2 year associates degree in that related field and pass a company designed testing program that demonstrates proficiency in skills. The posting will be on a 1:1 ratio with alternating hiring outside the company/bidding internally.

#### **Requirements:**

- The individual that accepts the position will agree to 4 (four) years from the date of transfer to achieve the 2 (two) year degree. 25% of the coursework must be achieved within the first year from transfer date unless there is an extenuating circumstances which must be agreed to by the Company and Union.
- 40% coursework towards the 2 (two) year degree must be achieved at the end of 2 (two) years from date of transfer.
- If the employee has not completed the required identified amount of coursework towards the degree upon the agreed terms, the employee will be terminated.

Successful candidates into Maintenance as Craft Trainees will start at the entry pay and progression level and will be eligible to continue progression to the Journeyman rate provided that all required training is successfully completed. They will also continue to be subject to a 190-day probationary period, if applicable.

As deemed necessary, Journeyman Craft employees may be hired from outside the Company directly into the Maintenance Department.

### **Bonus Program (Sign-On)**

At the Company's sole discretion, a one time sign-on bonus may be provided to specialized skilled maintenance positions for new employees hired after June 15, 2016. The amount of the sign-on bonus will be determined by the company, and will be paid according to the following schedule.

- 30% upon accepting an offer of employment
- 35% after 12 months of service
- 35% after 24 months of service

- If the employee leaves on or before 12 months, the employee will repay 20%.
- If the employee leaves between 12 – 24 months, the employee will repay 40%.

### **Maintenance Craft Training Agreement**

All Maintenance Trainees shall sign a Maintenance Craft Training Agreement, if off-site training at an accredited local college is required. Both the Company and Union shall approve the agreement and be present when the agreement is signed.

### **Number of Maintenance Craft Employees Trainees**

The maximum number of Trainees will be determined by the Company and will be based on operational needs. In crafts having less than four (4) Journeyman no more than one (1) Trainee may be employed in that craft. A craft with six (6) or more Journeyman

may have two (2) Trainees, and then no more than one (1) Trainee to every four (4) Journeyman thereafter. These ratios may be changed by mutual agreement between the Company and Union.

In the above context, Maintenance Craft Trainees refer to those Craft employees who are still in progression and have not yet attained Journeyman level.

**Wages and Progression**

(A) Employees participating in the Maintenance Craft Training Program will be paid in accordance to the Maintenance Craft wage schedule and follow the 48-month progression from entry-level to Journeyman rate of pay.

(B) The employee will be required to pass either an oral/written examination or field test (show and tell) covering his/her work experience for the current period of apprenticeship before each step level progression in the wage schedule.

(C) When off-site classroom instruction is given outside of scheduled working hours, these hours of instruction shall not be considered hours of work nor shall wages be paid for them.

## Maintenance Craft Training Program

Maintenance Craft Trainees who participate in this program will be given the job training and instruction necessary to prepare them for plant maintenance. Instruction will include information on facilities and equipment in all major plant areas but will specifically focus on the mechanical integrity and reliability programs required to operate the process units efficiently. The goal will be to provide each Maintenance Craft Trainee with an overall training program that will encompass varying amounts of training and experience in order to maximize their breadth of exposure.

### Core Performance Requirements

Core performance requirements are covered in four (4) training and evaluation phases. Maintenance Craft employees are responsible for the repair and maintenance of process equipment and systems and, depending on their craft, will be expected to demonstrate knowledge and proficiency in the following areas at the completion of their training:

- (A) Plant Personnel, Health and Operation Safety Standards
- (B) Environmental Protection policies and procedures
- (C) Maintenance Procedures for Craft employees
- (D) Mechanical Integrity Standards
- (E) Plant Reliability Standards
- (F) Safety Equipment
- (G) Basic Process technology
- (H) Process Flow and Equipment
- (I) Process Control Systems
- (J) Write Work Orders to Correct Unsafe Conditions and Work Not Meeting Specifications.
- (K) Record Repair Information on Work Orders.
- (L) Participate on Reliability Improvement Teams.

Specific job responsibilities that I&E Technicians shall be able to perform include:

- (A) Troubleshoots and repairs motors and motor starters.
- (B) Reads and understands electrical prints.
- (C) Troubleshoots and repairs VAC and DCV control circuits including relays, interlocks, timers, alarms, etc.
- (D) Troubleshoots and repairs AC variable speed drive controllers.
- (E) Troubleshoots and repairs 13,800 volt and lower voltage feeders.
- (F) Calibrates and repairs process field instrumentation such as transmitters, transducers, positions, control valves, controllers, pneumatics and other electronic devices.
- (G) Troubleshoots and repairs pneumatic low voltage DC and 117 VAC control circuits.
- (H) Troubleshoots and repairs microprocessor controllers, distributed control systems and programmable logic controllers.

Specific job responsibilities that Machinists shall be able to perform include:

- (A) Repairs common centrifugal and reciprocating pumps.
- (B) Aligns shafts as required using both reverse indicator and rim and face methods.
- (C) Utilizes hand tools and power tools as needed to accomplish work projects.
- (D) Troubleshoots and repairs pumps, turbines, compressors and gearboxes.
- (E) Performs assigned work in coordination with other Maintenance crafts as may be required.
- (F) Takes vibration readings.

Specific job responsibilities that Pipefitters shall be able to perform include:

- (A) Fabricates pipe from various kinds of materials, including carbon steel, stainless steel, copper, plastic, cast iron and other materials.
- (B) Disassembles and repairs leaks and other problems in exchangers, reboilers, preheaters, towers, and other equipment.
- (C) Reads blueprints and piping specifications, etc. and performs basic rigging.
- (D) Welds carbon and stainless steel pipe as required on assigned projects.
- (E) Performs assigned work in coordination with other Maintenance crafts as may be required.

Specific job responsibilities that Heavy Equipment Operators perform include:

- (A) Operates hydraulic mobile cranes up to 80-ton capacity.
- (B) Operates forklifts up to 20,000 lb. capacity.
- (C) Operates hydraulic dozers up to caterpillar D7 or equivalent.
- (D) Operates hydraulic manlifts up to 80 feet.
- (E) Operates tractors equipped with attachments such as backhoes, front-end loaders, etc.
- (F) Operates various types of stationary hydraulic, pneumatic, electrical or mechanically powered lifts for the purpose of inspection, testing or repairs.
- (G) Performs minor maintenance to all equipment that is operated.

Participants in the Maintenance Craft Training Program must complete four (4) phases of instruction. Each phase is designed to be progressive in nature, beginning with New Employee Basic Training and concluding with an Evaluation of Understanding.

### **Phase I - New Employee Basic Training**

The initial training for a Maintenance Craft Trainee is Basic Orientation and Safety Training. It is normally provided during the new hire's first week of employment. Facilitators for this training include representatives from Human Resources, Safety, Environmental, Quality and Operations. All new employees hired at the Texas City site participate in this 1-2 week program, with some employees receiving additional training depending on their job assignment and the area of the plant they are assigned to work. Participants receive instruction in the following areas:

- (A) General Orientation - Welcome by Plant Management, New Hire Paperwork, Employee Benefits Overview, ISP Organization, Hours of Work, Work Policies, Site Security, Issuance of Employee Badges & Physical Examination
- (B) Safety Orientation - Hazards Communication (HAZCOM), Plant Safety Rules, Material Safety Data Sheet (MSDS), Safety Standard Practice Instructions (SPI's)
- (C) EPA Training - Resources Conservation Recovery Act (RCRA), NPDES
- (D) FDA Training - current Good Manufacturing Practices (cGMP), ISO 9000
- (E) Academic - Chemistry (pH, specific gravity)
- (F) Mechanical Skills - Valves, Pumps, Vacuum Jets & Distillation
- (G) Computer Skills - E-mail, WinPSM, Maximo, ITMS & Microsoft Applications

### **Phase II - Craft Maintenance Knowledge Training**

Once an employee bids or hires into a Maintenance Craft position, the following classroom training will be provided. The duration of this training will normally be one (1) week with representatives from Safety, Operations and Plant Engineering responsible for facilitating the training.

- (A) Process Information - Overview, PFDs/P&IDs, Mechanical Skills (to be determined) (Valves, Pumps, Vacuum Jets & Distillation)
- (B) Mechanical Procedures - Craft Specific Procedures relating to Heavy Equipment Operators, I&E Technicians, Machinists & Pipefitters
- (C) Mechanical Integrity Standards - Review of Maximo Program and other applicable standards
- (D) Plant Reliability - Review of current plant reliability systems
- (E) Safety and Health Considerations (HAZCOM) - Properties and Hazards presented by the Chemicals used in the Process, Control of Hazardous Chemical Inventory
- (F) Safety Work Practices - Lockout/Tagout, Confined Spaces, Hot Work
- (G) Environmental Procedures
- (H) Emergency Response
- (I) Written Communications/Work Order Documentation.
- (J) Powered Industrial Lift Truck, Man Lifts, Drotts and Carry Decks.

Formal off-site training will also be required if Trainees lack the craft skills and proficiencies required in their assigned area and this instruction can not be given on-site by qualified instructors. The specific type of training that Trainees may receive is as follows:

- (A) I&E Technicians - Electrical Safety, Electrical Theory, Blueprint Reading, Electrical Wiring, Electrical Lighting, Electrical Test Equipment, Distribution Equipment, Motor Controls, Hand/Power Tools for Instrumentation, Instrumentation Drawings, Analyzers & Monitors, and Process Control Theory.
- (B) Machinists - Job Site Safety, Power/Hand Tools for Machinists, Equipment Setup & Lifting Devices, Blueprint Reading, Basic Pneumatic Systems, Conventional Alignment, Troubleshooting & Repairing Compressors, Pumps & Gearboxes, Drill Press & Lathe Operation, Welding & Cutting, and Vibration Analysis.
- (C) Pipefitters - Job Site Safety, Power/Hand Tools for Pipefitting, Pipe Systems, Pipe Fabrication, Use of Ladders & Scaffolds, Rigging, Pipe Assembly & Installation, Pipe Hangers & Supports, Steam & Hot Water Piping, Underground Pipe & Excavations, Heat Exchangers & Reactors, Pipe Bending, and Welding & Cutting.
- (D) Heavy Equipment Operators - Equipment Safety, Heavy Equipment Operation, Equipment Preventive Maintenance, Rigging, Backhoes, Front-end Loaders, Telescoping Excavators, and Load Dynamics

Trainees will enroll at accredited local colleges to complete the coursework required for Journeyman status. All scheduled off-site training must be outside the Trainee's regular work hours. Trainees will not be charged with refusal of overtime due to interference with scheduled classroom instruction. The Company and Union will mutually agree upon the appropriate courses.

The cost of books, manuals, related instructional material, and tuition required for off-site classroom instruction held outside of scheduled working hours shall be paid by the Company. Other miscellaneous costs will be the responsibility of the Trainee.

### **Phase III - On-The-Job Training - Supervised**

The On-The-Job (OJT) training package given Maintenance Craft Trainees is specific to their assigned area. It covers all facets of the Craft employee's job responsibilities. The Maintenance Craft Trainee will receive his/her primary OJT from first line supervision and Journeyman Craft employees. The duration of this phase is normally one (1) month but may vary depending the employee or the process area that he/she is assigned.

- (A) Hands On Performance Of Specific Job Procedures - I&E Technician duties, Machinist duties, Pipefitter duties, Heavy Equipment Operator duties, Powered Industrial Lift Truck (Unit Specific)
- (B) Hands On Performance of Job and Unit Safety Procedures - Safety Interlocks, Detection systems, Suppression Systems, Safe Work Practices (Unit Specific)
- (C) Emergency Response Procedure (Unit Specific)
- (D) Mechanical Integrity Program - Pressure Vessels and Storage Tanks; Piping Systems and Components; Relief and Vent Systems; Instruments, Controls & Electrical Equipment; Rotating Equipment; and Fire Protection & Electrical Equipment

### **Phase IV - Job/Craft Maintenance - Evaluation of Understanding**

Once each of the above phases of training is finished, the Maintenance Craft employee must demonstrate knowledge and proficiency by performing specified tasks that would normally be done by a Craft Journeyman. First Line Supervision will oversee this demonstration of knowledge and proficiency and perform the overall evaluation. Duration of this phase is normally one-half to one day.

- (A) Performs Job in Monitored Environment - Monitored by Maintenance Craft Journeyman, Monitored by First Line Supervisor.
- (B) Maintenance Craft Trainee demonstrates knowledge and proficiency of the process area in the presence of First Line Supervision.

### **Training Evaluation Standards**

Each on-site training segment shall have a written and/or practical evaluation, administered on completion of each training course. These evaluations will be used as one of the major criteria for objectively assessing the individual being trained. Participants in this training must achieve a minimum of 80% on all written evaluations. As the training may apply to critical operating procedures a score of 100% must be achieved. Performance items shall be composed of items related directly to the requirements of specific jobs/tasks assigned to the employee.

Written and practical evaluations shall be given at the end of Phase III "On-the-Job Training – Supervised" and Phase IV – "Job/Craft Maintenance Experience Training".

Failure to meet the specific job requirements established in the “Core Performance Requirements” after two re-training sessions is cause for a performance evaluation and appropriate disciplinary action taken up to and including termination of employment.

Trainees who enroll in courses and attend off-site classes at an accredited local college will be expected to successfully complete and pass the courses that are required to demonstrate proficiency in their assigned craft.

**Modification of the Program**

The Company and Union agree to utilize this Maintenance Craft Training Program (formerly the Maintenance Apprenticeship Standard) as a means to prepare Trainees to be effective in their future roles as Maintenance Craft employees. Nevertheless, this program may be amended at any time as agreed to by the Company or the Union.

**APPROVAL OF TRAINING PROGRAM:**

For the COMPANY  
ISP TECHNOLOGIES  
Texas City, Texas

For the UNION  
TEXAS CITY METAL TRADES COUNCIL  
Texas City, Texas

\_\_\_\_\_  
James Bizarro  
Site General Manager

\_\_\_\_\_  
Ronnie Orsak  
Business Agent

\_\_\_\_\_  
Aaron Cameron  
Maintenance Manager

\_\_\_\_\_  
Robert O’Neal  
Chairman

\_\_\_\_\_  
Robert Polce  
Production Manager

\_\_\_\_\_  
Tom Henderson  
Committeeman

\_\_\_\_\_  
Stacie Baccinelli  
HR Business Partner

\_\_\_\_\_  
John R. Green  
Committeeman

DATE: June 15, 2016

## **MAINTENANCE CRAFT TRAINING PROGRAM (OVERVIEW)**

### **PHASE I NEW EMPLOYEE/BASIC TRAINING**

- CRAFT TRAINEE ORIENTATION
- SAFETY ORIENTATION
- EPA TRAINING
- FDA TRAINING
- MECHANICAL SKILLS

### **PHASE II JOB/CRAFT MAINTENANCE KNOWLEDGE TRAINING**

- PLANT PROCESS INFORMATION
- MAINTENANCE PROCEDURES
- MECHANICAL INTEGRITY
- SAFETY & HEALTH CONSIDERATIONS
- SAFE WORK PRACTICES
- ENVIRONMENTAL PROCEDURES
- EMERGENCY RESPONSE PROCEDURES
- POWERED INDUSTRIAL LEFT TRUCK
- WRITTEN COMMUNICATIONS

### **PHASE III ON-THE-JOB MAINTENANCE “SKILLS TRAINING”**

- HANDS ON PERFORMANCE OF SPECIFIC JOB PROCEDURES
- HANDS ON PERFORMANCE OF JOB & UNIT SAFETY PROCEDURES
- WRITTEN COMMUNICATIONS

**EVALUATION OF UNDERSTANDING – WRITTEN AND PRACTICAL**

### **PHASE IV JOB CRAFT MAINTENANCE EXPERIENCE TRAINING**

- PERFORMS JOB IN MONITORED ENVIRONMENT

**JOB REQUIREMENT (AUDIT) BASED ON PRACTICAL EVALUATIONS MAINT.  
TRAINEE SHALL BE CERTIFIED IN ASSIGNED CRAFT.**

**ISP TECHNOLOGIES  
TEXAS CITY, TEXAS**

**MAINTENANCE CRAFTSMAN TRAINEE AGREEMENT**

(EMPLOYEE NAME) agrees to participate in the Maintenance Craftsman Trainee Program as a means to develop the job skills and knowledge required for Maintenance Craftsman Journeyman and to maintain the Company’s high standards for performance. The Trainee Program will commence on the day that the employee is moved into a Maintenance Craftsman Trainee position and will end after 4 years of employment in this position.

The Company agrees, during the period of this Agreement, to:

- Provide the Trainee with comprehensive craft training, including both classroom and on-the-job, that is representative of the duties of Maintenance Craftsman position.
- Pay the Trainee in accordance with the Maintenance Craftsman 48-month wage schedule.
- Credit the employee for formal education received prior to participation in this program.
- Pay the Trainee the cost of tuition, books, manuals, and related instructional material for off-site college coursework required to achieve Journeyman qualifications.
- Abide by other provisions stipulated in the Maintenance Craftsman Trainee Program.

The Trainee agrees, during the period of this Agreement, to:

- Perform for the Company the highest quality of work for which he/she is capable.
- Observe all applicable safety and environmental rules and regulations.
- Complete all requirements to achieve Journeyman qualifications within 48 months, including craft coursework at local colleges.
- Abide by other provisions stipulated in the Maintenance Craftsman Trainee Program.

The Trainee understands that he/she will be evaluated periodically during the Trainee Program to assess knowledge and proficiency for each segment of training. It is the responsibility of the Trainee to achieve the minimum acceptable level on all written evaluations for all on-site training. Furthermore, the Trainee understands that failure to meet the “Core Performance Requirements” after two re-training sessions or failure to achieve Journeyman qualifications within 48 months is cause for a performance evaluation and appropriate disciplinary action taken up to and including termination of employment.

\_\_\_\_\_  
Name of Trainee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Texas City Metal Trades Council Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
ISP Technologies Representative

\_\_\_\_\_  
Date