

Marathon Petroleum Corporation
St. Paul Park Refining Co. LLC/Teamsters Local 120
Ratification Proposal
January 12, 2021

St. Paul Park Refining Co. LLC and Teamsters Local 120 have met and negotiated for more than 15 sessions in an effort to reach a collective bargaining agreement. As of the time the following proposal is made, the parties have not yet reached a final agreement.

The purpose of this document is to set forth the Company's settlement offer.

Company Proposals

C1 – Fatigue Risk Management

The parties agree to modify the language in Article 2, Section 2.4 (d), Section 2.5 (m), Section 2.6 (l), and Section 2.7 (a) and (b) to read as follows:

Section 2.4 d. – add in a number

15. When filling vacancies, the Company will comply with the Fatigue Risk Management Standard. This means an individual will be skipped in the order of filling vacancies if it would create a fatigue deviation.

Section 2.5 – add in letter m.

- m. Maintenance employees must take the recommended time off per the Fatigue Risk Management Standard for extended work sets.

Section 2.6 – add in letter l.

- l. Employees working extended shifts must take the recommended time off per the Fatigue Risk Management Standard, unless no coverage is available.

Section 2.7 ~~Assignments during Emergency, Turnaround, Shutdown and Startup~~ Fatigue Risk Management

In cases of Turnarounds employees working in the affected Area will be assigned by the Company Representative to available work, regardless of the nature of the work or the classification of the employee.

- a. ~~Operations Worker Fatigue: A work set is defined as 14 to 21 consecutive work days; an “off period” is defined as 36 hours off after a work set; and the turnaround duration is defined as the period from the start of shutdown to the completion of startup as identified in the production plan excluding any contingency time. After a work set of 14 consecutive work days, an “off period” should be provided within the next 7 days. The Company Representative will establish parameters of how many employees can be off at the same time. Employees will be able to select their “off period(s)” by~~

~~seniority and in accordance with those parameters.~~ The Parties acknowledge that a Recommended Practice (RP) regarding Fatigue Risk Management Systems has been issued by the American Petroleum Institute (API), API Recommended Practice 755. The Company and Teamsters Local 120 agree to abide by Marathon Petroleum Company LP's Fatigue Risk Management Standard (RSP-1328 Rev 9). It is understood the union and the company will address any unusual situations arising regarding the fatigue plan and its impact on the contract. Any employee who does not get 40 hours for Maintenance or 36/48 for Operations/Products Control in a scheduled week due to a fatigue day will be made whole.

- ~~b. The parties also agree to have meaningful discussions on the implementation of subsequent Company Representative guidelines for employees regarding worker fatigue that are consistent with industry standard and will not unreasonably withhold their agreement to the implementation of same.~~ Assignments during emergencies, Turnaround, shutdown and startup, the Company Representative will establish parameters of how many employees can be off at the same time. Employees will be able to select their "off period(s)" by plant seniority and in accordance with those parameters.

C2 – Modify Maintenance Limitations on Temporary Foreman

The parties agree to eliminate/amend the language in Article 3, Section 3.6 to read as follows:

Section 3.6 Temporary Foreman

Maintenance Department: The Company Representative will first ask qualified employees to fill the temporary assignment. If none are available, the Employer, at its discretion, may appoint one or more Move-Up Foremen in the Maintenance Department at a rate of ~~7%~~ **three dollars and eighty cents (\$3.80)** an hour over their regular rate of pay. The Company Representative determines the duties and work schedule assigned to Move-Up Foremen. The Move-Up Foreman will remain a member of the Bargaining Unit continuing to accumulate seniority. ~~The following two limits apply except during turnarounds, shutdowns, and plant emergencies. Individual temporary assignments will not exceed 180 calendar days per year. No more than 15% of the Maintenance employees can be on a temporary assignment at the same time.~~ The Company will endeavor to ensure that temporary assignments do not adversely impact the ability of maintenance employees to exercise vacation rights. Maintenance employees on temporary assignment will be eligible for forced overtime unless they are already working on the same day in their temporary assignment. For purposes of voluntary overtime, maintenance employees on temporary assignment will be the last on the overtime sign-up list to be asked to volunteer to work overtime on a ~~day-week~~ on which they are working a temporary assignment. Maintenance employees forced into a temporary assignment will not be required to supervise (i.e., recommend or impose discipline on) other bargaining unit personnel; provided that nothing in this provision limits those maintenance employees forced into a temporary assignment from providing work assignments and work direction to bargaining unit personnel at any time.

C5 – Modify Assignments During Emergency, Turnaround, Shutdown and Startup
The parties agree to amend the language in Article 2, Section 2.7 to read as follows:

Section 2.7 Assignments during Emergency, Turnaround, Shutdown and Startup

In cases of Turnarounds employees working in the affected Area will be assigned by the Company Representative to available work, regardless of the nature of the work or the classification of the employee. **During a Turnaround, employees from another unit may volunteer to work in other areas. If there are not enough volunteers, employees may be assigned in other areas. The least senior employees will be assigned to other areas after all required jobs are filled in their area.**

C7 – Modify Operator Bids to Console

The parties agree to modify the language in Article 15, Section 15.5 (c) to read as follows:

Section 15.5

- c. Promotions within a line of progression will be based upon job seniority and qualifications and will be made in accordance with the lines of progression set forth on Schedule “B” Lines of Progression. **For console bids, the most senior bidder with two or more years of experience in the progression (after basic operator training) will be awarded the bid. If there are no ~~qualified~~ volunteers with two or more years of experience in the progression for console bids from field operator positions, the least senior ~~qualified~~ field operator with two or more years of experience in the progression will be forced to accept the promotion. ~~A qualified field operator is defined as a field operator who has successfully completed training for all field jobs in his/her respective area. Employer will make reasonable efforts to train field operators in a timely manner. It is not the intent of Employer to manipulate the order in which field operators are trained in order to interfere with bidding by seniority. The Union understands that there may be times when field operators are trained out of seniority order. Disputes over the training schedule will be subject to the grievance procedure.~~ Utility operators will not be allowed to bid to or be forced to the console position unless the Company Representative has determined that the utility operator is qualified for the console position.**

C10 – Eliminate Tool Room Attendant Position

The parties agree to eliminate the Tool Room Attendant position in its entirety, and the incumbent will have the right to bump back to their previously held Maintenance position. As a result, the parties agree to amend the language in Article 3, Section 3.2; Article 14, Section 14.20; Article 15, Section 15.9 to read as follows:

Article 3, Section 3.2 Tool Room Attendant

~~Qualified employees who are assigned to the Tool Room shall receive the Rotating Equipment Mechanic/Tool Room Attendant rate of pay. The Company Representative will provide those assigned the opportunity to train and qualify as Tool Room Attendants.~~

Article 14, Section 14.20 Tool Room Attendant

~~In accordance with 14.13, the Employer and the Union agree to make the Tool Room job permanent it shall be posted and bid as elsewhere in the Agreement.~~

~~The employee's department overtime will be in accordance with the Maintenance Schedule.~~

~~When the Employer determines that activity in the Tool Room requires a person, other than during Maintenance Department regular Monday through Thursday work schedule, the Tool Room Attendant will be scheduled or called out for Tool Room coverage. Such coverage will take precedent over all other call-out or work assignment.~~

~~The Tool Room will have a position in the Maintenance classification according to Maintenance Department seniority. In the event that a person bids into the regular Maintenance Mechanic in this classification and who will be required to work the Tuesday through Saturday schedule (the person who bids the bottom Maintenance Mechanic job and is not required to work the Tuesday through Saturday schedule because of the subsequent bid) is not subject to the above provisions.~~

C11 – Modify Operations Temporary Assignments

The parties agree to amend/eliminate the language in Article 3, Section 3.7 to read as follows:

Section 3.7 Operations Department

The Company Representative will first ask qualified employees to fill the temporary assignment. ~~If there are no qualified volunteers, T~~the Company Representative can appoint ~~4~~employees up to 18 months in advance of future turnaround activities. ~~6 weeks prior to the start of a Turnaround and 2 employees per shift during the Turnaround.~~ The Company Representative will determine the duties and work schedule of the temporary assignments. Employees on a temporary assignment will receive ~~7%~~ three dollars and eighty (\$3.80) pay above their hourly wage during the length of the assignment. The following ~~two~~ limits ~~applies~~ except during turnarounds, shutdowns, and plant emergencies. ~~Individual temporary assignments will not exceed 180 calendar days per year.~~ No more than 2 people from each Area can be on a temporary assignment at the same time. An employee on temporary assignment will be removed from their respective

classification for purposes of determining vacation and will **count as having the lowest seniority on the volunteer overtime sign up list for any week they are on temporary assignment ~~not be eligible~~** for classification overtime. The employee will be listed on the weekly schedule and continue to accumulate seniority. The employee appointed to a temporary assignment will retain their status as a bargaining unit member. Operators forced into a temporary assignment will not be required to supervise (i.e., recommend or impose discipline on) other bargaining unit personnel; provided that nothing in this provision limits those operators forced into a temporary assignment from providing work assignments and work direction to bargaining unit personnel at any time.

C13 – Reassign Barge Loading to Products Control

The parties agree to eliminate/amend the language in Article 2, Section 2.5 (l), Section 2.8 (e); Article 14, Section 14.12 (e) and Section 14.13 (e) to read as follows:

Section 2.5 Maintenance Overtime

~~1. Barge Overtime will remain a separate list for offering and forcing. Barge sign-up will remain weekly.~~

Section 2.8 Maintenance Turnaround Overtime

e. Turnaround schedules will be for the duration of the major turnaround. Start-up schedules will be for the duration of the start-up as defined by the Company Representative. ~~Barge assignments and schedules will be for the duration of the turnaround, with affected employees returning to their normal duties when not needed on the barge.~~

Section 14.12 Work Assignment, e. Operations Department

3. Loaders
 - e. All Loaders will be expected to qualify as barge loaders, per United States Coast Guard regulations.
 - f. Barge Loading vacancies will be filled as outlined in Article 2, Section 2.4.

Section 14.13 Performance Expectations

e. Barge loading will be conducted by any qualified **Maintenance** individual, except Electricians, **until January 1, 2022 at which point barge loading will be conducted by any qualified Loader**, per United States Coast Guard regulations.

C14 – Improve Operator Capabilities and Utility Bidding

The parties agree to eliminate/amend the language in Article 2, Section 2.4 (d.12); Article 14, Section 14.12 (b.4); Article 15, Section 15.6 and Section 15.8; and Schedule “B” to read as follows:

Section 2.4 Operations Overtime, d. Vacancy Coverage – General Administration

12. Utility Operators will be used to fill the schedule for Vacancy Relief Operator positions, for vacancies created by training

and for the following planned vacancies: PHA/HAZOPs, Alarm Rationalization, RADAR, openings created by extra help, FAT testing, AWARE, Ergonomic Team, Health and Safety Committee, TAR Planning, Procedure Development and Incident Investigations.

- a) For unplanned vacancies, contract language will be followed; however, an operator called in on standby may defer the assignment to a Utility Operator if available.
- b) Utility Operators will move between areas and crews that they are trained in as needed to fill the schedule.
- c) When not assigned to a specific field operator position, relief operator position or an assignment listed above, the Utility Operator will be assigned to a rotating 12-hour schedule as extra help. ~~on day shift as an extra relief operator, with a Monday through Wednesday or Thursday schedule. Utility operators may remain on night shift following coverage of a night shift vacancy in order to remain whole in hours for the pay period.~~
- d) Utility Operators will not rotate between day and night shift more than one (1) time on each weekly schedule with at least 24 hours off between rotations.

Section 14.12 Work Assignment

- b. In the Operations Department, there are four classifications: Vacancy Relief Operator, Console Operator, Field Operator/Blender/Pumper, and Utility.
 4. Utility
 - a. A Trainee will be referred to as a Utility Operator after being qualified on his or her first job.
 - b. Utility Operators will be assigned to any area(s) within Operations or Blending to which they have been trained, working 12 hour shifts. ~~unless working as a loader (where 8 hour shifts are worked).~~ They will not be assigned to Maintenance or Lab positions.
 - c. ~~Utility Operators will be trained on one or two jobs in the refinery.~~ Utility Operators may be re-assigned to other areas at Management's discretion as staffing needs dictate.

Section 15.6

- a. The Company Representative will assign to the new job the employee who is qualified to fill the duties of the job in accordance with the requirements set forth in Section 4 of this Article. Employees must make written requests for such jobs within the time the bulletin is posted.
- b. However, an employee who is absent for any reason is entitled to bid on the job when they return to work. The successful bidder will be assigned to the new job as soon as possible, but no later than sixty (60) days from the date of the job award, or receive pay on the new job beginning on the sixty-first (61st) day or if

- performing the job regardless of crew. This will not apply when bidding down or when the new rate of pay is lower than the present rate of pay.
- c. All Loader job openings will also be bulletined.
 - d. Employees who have received a job award will be so notified.
 - e. ~~Trainees will be assigned to their Area by the Company Representative.~~ The Company will determine the number of Utility openings in each progression. The Trainees will select their desired progression based on seniority and the available Utility openings.
 - f. ~~Utility Operators will bid for jobs on a plant wide basis.~~
 - gf. Bids within the progression ~~awarded from the Utility pool~~ will be awarded to the most senior bidder. ~~Utility Operator bidding.~~ Department and Area seniority will begin once Utility operators are awarded a bid. ~~If there are no volunteers from within the progression for a job, Utilities shall be forced by seniority, beginning with the least senior in the progression.~~
 - hg. All bids for the Reformer Maintenance Coordinator position will be bid from the Reformer by plant seniority. This will be a separate (stand-alone) job with no unit seniority. For the initial bid only, if the employee is bumped out of, or the job is abolished, the employee has bid rights back to the area he or she came from.

Section 15.8

- a. ~~Employees desiring to change area or department by bidding may do so for permanent vacancies only. Employees shall be allowed to do so if they have a minimum of 6 years of experience in their progression and no written warning or higher discipline on record at the time of the bid. The number of employees allowed to bid out of a progression and change areas or departments will be limited to two employees during the life of the Agreement, with a maximum of one employee bid per Area Team for each of the three Area Teams. The three Area Teams are Area 1 FCC/Crude, Area 2 N. Ref/S. Ref, Area 3 Blender. The successful bidders will be selected by plant seniority and move into a Field Operator, Relief Loader or Relief Tech position in the new progression. ~~once during the life of this Agreement, and may only bid to the Utility/relief or lowest position in a progression.~~ Said employees shall lose their departmental seniority rights from the department they are transferring from at the date when they actually perform duties in their new position and shall commence to accumulate departmental seniority in their new department effective as of the date of this the bid award. Employees keep their seniority when bidding down until such time as they actually move to the new position. However, if there are no qualified employees in the department to fill a higher classification in the progression, employees from the opposite department may bid across to the higher classified job provided they have the necessary qualifications. Said employees shall lose their departmental seniority rights from the department they are transferring from and shall commence to accumulate departmental seniority in their new department effective as of the date of this award.~~
- b. ~~For Operations Department bids, any employee wishing to bid out of his or her department or area must first bid into the Utility pool (unless the bid is to a Boiler House Operator position).~~

- ~~e. Bids to the Utility Operator pool will be posted when a new class of Operators is hired.~~
- ~~d. Operators bidding into the Utility Operator pool will keep their plant seniority among Utility Operators.~~

Section 9.3 Vacation Allotments, Daily Vacation

- g. The Trainees and Utility Operators **in a progression** will be ~~one~~ a group for vacation selection and will be allowed no more than two off at one time if there are 5 or more in the group or one off at a time if less than 5 in the group.

Reference Updated Schedule "B" Attached

C16 – Eliminate Off-Shift Training Restrictions

The parties agree to amend the language in Article 2, Section 2.9 (c) to read as follows:

Section 2.9 Training

- c. The Company Representative will conduct off-shift training according to the following provisions: For the 12- hour rotating shift, training classes will be scheduled such that they occur on both short and long breaks of affected crews. ~~The Company Representative agrees not to force employees to train on their long breaks. Individuals who do not select training on their long break will be required to attend on their short break, which include the following days: Monday, Wednesday, Thursday, and Friday of the short break.~~ Training that is scheduled for Friday will be limited to a maximum of 4 hours, running concurrently from their shift ending time for employees coming off midnight shift. Class sizes will be limited based on course content. ~~However, there will be an adequate number of training days scheduled for employees who are required to train on their short breaks.~~

C17 – Combine Boiler Area Progression with Crude Area Progression and Modify LOU Relating to the SDA Unit

~~The parties agree to Modify Schedule B of the Agreement to reflect that Boiler House employees will become part of the Crude Area Line of Progression. Employees in the Crude Area Line of Progression will be required to train on each outside job including the Boiler House. Section 14.12.d will be eliminated in its entirety. (See attached Schedule "B" Refinery Bargaining Unit Lines of Progression Chart) Effective January 1, 2021, employees working in a Boiler Operator position will assume a new Crude Unit seniority date using their existing boiler operator seniority date and will pick vacations and standby selections by seniority with other employees within the Crude Unit. Employees working in a Boiler Operator position as of December 31, 2020 will continue to receive the Boiler Operator rate of pay listed in Article 3.1 provided that they continue to work in the same position and assignment as of January 1, 2021.~~

The parties agree that the SDA Field Operator Position referred to in the SDA Unit Letter of Understanding will be eliminated in its entirety. Operating responsibilities for the SDA Unit will be combined with another Crude Field Operator.

As a result, the parties agree to amend the language in Article 2, Section 2.4(c.4); Article 14, Section 14.10 and 14.12 (d); Article 15, Section 15.8; Article 25, Section 25.1; Schedule "B", and "Letter of Understanding SDA Unit and Crude Area Line of Progression" to read as follows:

Section 2.4 Operations Overtime

c. Standby

4. Standby does not apply to the ~~Boiler house~~, Lab or personnel on 8 or 10-hr shifts. The Crude, FCC, and Blending Area employees will have a minimum of 37 standby assignments per year and a maximum of 45 standby assignments per year. The Reformer North and Reformer South Area employees will have a minimum of 46 standby assignments per year and a maximum of 50 standby assignments per year.

Section 14.10 Boiler Operator

~~The Boiler Operator is in the Operations Department. Permanent vacancies shall be offered to the existing boiler operator, by seniority. Subsequent vacancies will be bid operations wide. The vacancy created by employees moving into this job will be filled in the line of progression in which the vacancy occurs.~~

Section 14.12 Work Assignment

~~d. Boiler House~~

- ~~1. The Relief Operator will switch shifts among all four crews for vacancy relief instead of being assigned to a crew. The Company Representative may assign the Relief Operator to plant wide steam or boiler system work or training within Operations when there are no vacancies on the crew.~~
- ~~2. The Relief Operator will work a weekday schedule when not assigned to vacancy coverage. The schedule will allow the employee to stay "whole" for bi-weekly pay periods.~~
- ~~3. The boiler firemen and the Relief Operator will schedule vacation as a group.~~
- ~~4. Bidding qualifications for the boiler fireman position shall be a State of Minnesota 2B boiler license or lesser qualifications agreed to by the Company Representative.~~
- ~~5. Existing boiler firemen and successful bidders are required to obtain a State of Minnesota Chief A boiler license once the relevant experience has been obtained, consistent with Minnesota Rules and the Minnesota boiler license classifications.~~
- ~~6. The Employer will provide affidavit of experience necessary for testing, pay employee wages for day of test upon successful completion of test and pay all applicable license fees.~~

Section 15.8

- b. For Operations Department bids, any employee wishing to bid out of his or her department or area must first bid into the Utility pool. ~~(unless the bid is to a Boiler House Operator position).~~

Section 25.1

No employee covered by this Agreement shall be discharged for refusing to go through a strike picket line or handle, ship or fill orders to any legally struck or locked-out plant approved by the Teamsters Joint Council No. 32. It is agreed, however, that any perishable merchandise on track or in transit at the time the strike or lockout was called shall be unloaded, and placed in storage to avoid loss or damage to such merchandise. However, in the event any labor dispute involves the Plant of this Employer, the **Crude Operators assigned to the** boilers will be kept operating for the purpose of affording fire protection, and the **Boiler** Operator will not leave the boilers until properly relieved, not to exceed seventy-two (72) hours.

Reference Updated Schedule “B” Attached

Letter of Understanding – SDA Unit and Crude Area Line of Progression

1. The SDA will be added to the Crude Area. ~~No later than the time the SDA becomes operational in the Crude Area, an additional field operator position will be added to the Crude Area Line of Progression.~~ Employees in the Crude Area Line of Progression will be required to train and certify on each outside job, including the SDA Unit.

C18 – Modify Material Handler Position

The parties agree to modify the Material Handler classification rate of pay as of January 1, 2021 to \$22.00 per hour. Material Handlers holding a position as of December 31, 2020 shall have the option to bump back to their previously held maintenance position or remain in the Material Handler classification at the new applicable rate of pay. As a result, the parties agree to amend the language in Article 3, Section 3.1 to read as follows:

Section 3.1 Rates

Classifications and wage rates of the employees covered by this Agreement.

Classification	Rate Effective 1/1/21
Material Handler	\$22.00

C20 – Modify Appendix A and Blending Progression

The parties agree to eliminate Appendix A, Training Matrix & Line of Progressions:

**Appendix A
Training Matrix & Line of Progressions**

BLENDING

Position	VRO	Blending Console Operator	Mobile 11	Mobile 12	LPG	WWTP	Loader
Training							
Blending Console Operator	Primary	Primary					
Pumper Mobile 13	Qualified	Qualified	Qualified	Qualified			
Pumper Mobile 11	Qualified	Qualified	Primary	Qualified			
Pumper Mobile 12	Qualified	<i>Note 1</i>	Qualified	Primary			
Pumper LPG	<i>Note 1</i>	<i>Note 1</i>			Primary		Qualified
WWTP	<i>Note 1</i>	<i>Note 1</i>				Primary	Qualified
Loader					Qualified	Qualified	Primary

Note 1: Blending Console Operators will be required to complete qualification and refresher training as specified by the Company for Blending and WWTP positions which they monitor on the Blending Console, but do not work in the field.

Note 2: Any Relief Loader assigned to the Blending Area will be “Qualified” in Pumper LPG, WWTP and Loader positions.

Note 3: Each of the four incumbent LPG Operators as of the effective date of the Agreement has a grandfathered right to bid to the Blending area unless and until that person either (a) obtains a bid or (b) chooses not to bid for a vacant Blending area position for which he is qualified. Any future LPG Operators will not have bidding rights to the Blending area.

Note 4: ~~WWTP Operators presently working as of 1-1-2017 will not be required to train on jobs outside of WWTP Classification. All future operators in the WWTP Classification will be required to train per the above Blending Matrix.~~

As a result, the parties agree to eliminate/amend the language in Article 14, Section 14.12 (b), Section 14.12 (e), and Schedule "B" to read as follows:

Section 14.12 Work Assignment

- b. In the Operations Department, there are four classifications: Vacancy Relief Operator, Console Operator, Field Operator/~~Blender/Pumper~~, and Utility.
 1. Vacancy Relief Operator - This is the top in the classification. These positions will be qualified to work any job in the Area. The Vacancy Relief Operator will perform training and procedure reviews on shift, as well as other Operator duties. ~~In Blending, the Vacancy Relief Operator will be qualified per the training matrix in the blending and WWTP/Loader section.~~
 2. Console Operators –These positions will be qualified to work any job in the Area.
 - a. There will be qualified Vacancy Relief Operators and Console Operators in the FCC, Crude, Reformer Areas and Blending.
 - b. All console operators will be trained and remain qualified on the board and all field operator jobs.
 - c. The Console Operators will rotate with the Field Operators/~~Blender/Pumper~~ on a weekly basis. The Company Representative will issue the rotation schedule.
 - d. Vacancies lasting six months or less in the Console Operator position will be offered within the Field Operator classification.
 - e. Permanent vacancies in Console Operator classification will be bid and awarded based on seniority and offered within the Field Operator/~~Blender/Pumper~~ classification.
- e. Operations Department
 1. Blending Area
 - a. The blending area classifications are: Vacancy Relief Operator, Console Operator, ~~Pumpers Field Operators~~, and Utility. Permanent vacancies will be bid within the Blending Area by seniority.
 - b. In all discussions of overtime and vacancy coverage, the Blending Area personnel positions are equivalent to those in Operations; with Blending Console Operator equivalent to Console Operator; and Pumper equivalent to Field Operator
 - c. The LPG Loading area will be staffed 24/7. ~~and moved from Loading to become one of the jobs in the Blending Area.~~
 - d. Blending Console Operator– This is the top classification. This position will be qualified ~~to work per the qualification in Appendix A~~ and trained for all positions which they monitor on the Blending Console. The Blending Console Operator will rotate with the

- ~~Pumpers Field Operator positions~~ on a weekly basis. The Company Representative will issue the rotation schedule. Temporary vacancies in the Blending Console Operator position will be offered within ~~the Pumper Field Operator~~ classification.
- e. ~~Pumpers Field Operators~~ – Each ~~Pumper~~ Field Operator will qualify on all field jobs ~~per the qualification matrix at Appendix A~~ in his/her respective area: i.e. Mobile 13, Mobile 12, and Mobile 11. ~~The LPG job will be designated as Pumper #3.~~
 - f. Vacancy Relief Operators – The extra operator on a crew will be classified as a Console Operator and referred to as a Vacancy Relief Operator (VRO).
2. WWTP
- a. Permanent vacancies will be bid within the WWTP by seniority.
 - b. The two classifications are: WWTP, and Loaders.
 - c. Company Representative will have the right to modify the work schedule and adjust staffing based on seasonal needs with notice.
 - d. WWTP Operator – This is the top classification. Temporary vacancies in the WWTP position will be offered within the Loader classification.
 - e. ~~WWTP relief personnel (Loaders), while on the 12 hour shift schedule, their paid time off and the schedule will be administered, as if permanently assigned to the 12 hour schedule.~~
3. Loaders
- a. The Loaders will be expected to work all Loading jobs as assigned by the Company Representative.
 - b. All qualified Loaders will be required to work WWTP vacancies and manage WWTP operations when no WWTP operator is on-site.
 - c. When there are extra Loaders scheduled to work, any Loader can be assigned training or a job they are qualified to work within the WWTP or Loader Area.
 - d. ~~Relief Loaders will be used to fill Loader and WWTP vacancies created by absences, training, extra work or any other temporary vacancies. Relief Loaders will be trained in all heavy oil and LPG jobs. In the event of a WWTP vacancy, the most senior Loader on shift will move to cover the vacancy and the Relief Loader will backfill the Loader vacancy. When not filling vacancies, the Relief Loader will be assigned to a rotating 12 hour schedule as extra help.~~

Reference Updated Schedule “B” Attached

C22 – Eliminate Janitor Position

The parties agree to eliminate the Janitor position in its entirety, and the incumbent will be moved to the Utility classification effective the date of the next scheduled NEOBOT class. As a result, the parties agree to amend the language in Article 2, Section 2.5 (h); Article 3, Section 3.1; Article 14, Section 14.18; Article 15, Section 15.9 to read as follows:

Section 2.5 Maintenance Overtime

- h. The coverage for vacancies in the equipment operator (crane operator and vacuum truck operator), will be bid for the duration of the contract. All Maintenance Department employees are eligible under the department seniority basis. Vacancies in the Material Handler ~~and Janitor position~~ may be filled by qualified candidates in Maintenance selected by the Company Representative.

Section 3.1 Rates

Classifications and wage rates of the employees covered by this Agreement.

Classification	Rate Effective 1/1/17 -- 5%	Rate Effective 1/1/18 -- 3%	Rate Effective 1/1/19 -- 3%	Rate Effective 1/1/20 -- 3%
Janitor	\$28.54	\$29.40	\$30.28	\$31.19

Section 14.18 Janitor Position

~~Permanent vacancies in the Janitor positions shall be bid first in Maintenance, should no one bid on the position in Maintenance it shall be bid plant wide. The Janitor must possess the pertinent qualifications (including all pre-employment qualifications) in order to bid on any other job in the plant.~~

Section 15.9

Any employee who has served the required probationary period in the Operations Department and bids, and is accepted to the Maintenance Department as a ~~Janitor or~~ Mechanic-in-Training, shall receive the rate of pay in their respective classification outlined in Article 3 Wages, and shall not be subject to serving the probationary period.

C24 – Modify Maintenance Job Continuation

The parties agree to eliminate/amend the language in Article 2, Section 2.5 (f) to read as follows:

Section 2.5 Maintenance Overtime

- ~~f. Work arising off shift will be handled as a callout., until the next regular scheduled dayshift.~~

C26 – Modify Maintenance Minimum Staffing Requirements

The parties agree to eliminate/amend the language in Article 14, Section 14.4 to read as follows:

Section 14.4 Maintenance Sub-Contract Staffing

The Company Representative has the right to sub-contract work as provided by Article 14.3 as long as reasonable efforts are made to maintain the Maintenance Department staffing. ~~at 42 bargaining unit positions (excluding the warehouse).~~

Attached – Modified Schedule “B” Lines of Progression

Schedule “B”

Lines of Progression

Crude	FCC	North Reformer	South Reformer	Blending	WWTP/Loader Area	Boiler Area	
Vacancy Relief Operator	WWTP Operator	Boiler Operator	Boiler-Relief Operator				
Console Operator	Console Operator	Console Operator	Console Operator	Console Operator (Blender)	Loader		
Field Operator	Field Operator	Field Operator	Field Operator	Field Operator (Pumper)	Relief Loader		
Utility Operator	Utility Operator						
Utility Operator							

Rotating	General	Electrician	Welder	Warehouse	Laboratory
Advanced Rotating Mechanic	General Mechanic	Master Electrician with 3 Years	Mechanic Welder	Material Handler	Laboratory Technician > 2 years
Rotating Mechanic	General Mechanic in Training	Journeyman Electrician with 2 years	Mechanic Welder in Training		Laboratory Technician < 2 years
Rotating Mechanic in Training		Electrician in Training			Relief Laboratory Technician
	Fire Equipment Mechanic		Equipment Operator		

Union Proposals

U1

Section 2.1

- d. The following Areas are placed on the 12-hour shift schedule: FCC, Crude, Reformer, Blending Areas, **Loading** and the Laboratory.

U11 – Modified

Section 2.4 d. 12. (d.)

- d) Utility Operators **and Relief Loaders** will not rotate between day and night shift more than one (1) time on each weekly schedule with at least 24 hours off between rotations.

U13 – Modified

Section 2.4 d. 15.

15. **The Company requests for extra operators must be posted at least 1 week prior to the volunteer list being frozen and taken down, except where the Company Representative determines it is necessary and legitimate for business purposes.**

U22

Incorporated in C1, Section 2.7 b.

U31

Incorporated in part in C2, Section 3.6

U32

Incorporated in part in C11, Section 3.7

U34 – Modified

Section 3.8 Trainer Pay

- c. They will be eligible for overtime in the following manner while they are training:
 - 1) by area seniority when on the volunteer list;
 - 2) for unplanned vacancies,
 - a) trainers will be assigned overtime per Article 2.
 - b) **Trainees are eligible for overtime pay.**

U41

Section 6.1

The Employer will grant the necessary time off with pay for ~~up to~~ three (3) scheduled working shifts within seven (7) calendar days to any ~~regular~~-employee to make arrangements and/or attend the funeral of anyone in their immediate family or **stepfamily**, i.e., mother, **stepmother**, father, **stepfather**, wife, husband, child, **stepchild**, brother, sister, father-in-law, mother-in-law, grandparents, grandparents-in-law, sister-in-law and brother-in-law, grandchildren or relative residing with the employee at the time of death.

U47 – Modified

Section 8.6 Granting Floaters

- a. ~~WWTP and~~ Maintenance – Employees will give at least two (2) calendar days' notice when they take a Floating Holiday. **Requests for Floating Holidays on Monday or Tuesday must be made by the preceding Thursday.** Floating Holidays must be taken unless an occasion does not arise during the year for the employee to use any of their Floating Holidays. In such case, they can decide to take a day's pay in lieu of such unused Holidays, payment to be made on the last pay period of the year.
- b. Two members per crew in each of the Operations **and Products Control, Laboratory, and Loading** Areas would be allowed to schedule a floating holiday as long as there is coverage, even if it creates overtime. The standby person will not be used to cover floating holidays. All Operations floating holidays must be requested no later than 48 hours before the date requested. Floaters will be granted on a first come, first serve basis. Floating Holidays must be taken unless an occasion does not arise during the year for the employee to use any of their Floating Holidays. In such case, they can decide to take a day's pay in lieu of such unused Holidays, payment to be made on the last pay period of the year.

U48

Section 8.7

In order to establish eligibility for any or all of the three (3) Floating Holidays for first year employees, the following qualifications apply:

- a. The person hired during January and February will get three (3) floaters.
- b. Persons hired March, April, May and June will get two (2) floaters.
- c. Persons hired during July, August, September and October will get one (1) floater.
- d. Persons hired during November and December will not get a floater.

Provisions for taking Holidays, Article 8, Section 8.6, in the Agreement still apply to first year employees. ~~Holidays cannot be taken before the probationary period ends.~~

U49

Section 9.1

Each regular full-time employee shall be granted vacation under the following provisions:

- a. All regular employees, who during their first year of employment, have completed a minimum of six (6) months continuous service with the Employer **and who have worked at least twenty (20) full-time weeks, or a number of hours equivalent thereto during the said six (6) months**, shall upon the employee's request, be permitted an advance on vacation not to exceed a maximum of five (5) vacation days at full pay. Any such advance on vacation shall be automatically deducted from the employee's two (2) weeks' vacation, which is earned according to paragraph (b) of this section.
- b. All regular employees who have completed twelve (12) months of continuous service with the Employer **and who have worked at least forty (40) full-time**

- ~~weeks, or a number of hours equivalent thereto during the said twelve (12) months,~~ shall be entitled to two (2) weeks' vacation at full pay.
- c. All regular employees who have completed five (5) years of continuous service with the Employer ~~and who have worked at least forty (40) full time weeks, or a number of hours equivalent thereto during the preceding anniversary year,~~ shall be entitled to three (3) weeks' vacation at full pay.
 - d. All regular employees who have completed ten (10) years of continuous service with the Employer ~~and who have worked at least forty (40) full time weeks, or a number of hours equivalent thereto during the preceding anniversary year~~ shall be entitled to four (4) weeks' vacation at full pay.
 - e. All regular employees who have completed twenty (20) years of continuous service with the Employer ~~and who have worked at least forty (40) full time weeks, or a number of hour's equivalent thereto during the preceding anniversary year,~~ shall be entitled to five (5) weeks' vacation at full pay.
 - f. All regular employees who have completed thirty (30) years of continuous service with the Employer ~~and who have worked at least forty (40) full time weeks, or a number of hours equivalent thereto during the preceding anniversary year,~~ shall be entitled to six (6) weeks' vacation at full pay.

Section 9.8 ~~Vacation Earned~~

~~After the first anniversary year of employment, there shall be no reduction in vacation earned during an anniversary period as the result of occupational injury or occupational illness up to twelve (12) months, or for the first six (6) months of absence due to personal injury or illness.~~

U51

Section 9.3 Vacation Allotments, Daily Vacation

- d. The Company Representative will allow one member per crew (within current vacation quotas) in the Operating Areas, and one member per vacation group in the Laboratory Area, and one member of the Loading Area, daily vacation or weekly vacation when a Utility or Trainee is not available. Whenever possible, requests should be made before the posting of the weekly schedule. At a minimum, the request must be made with 48 hours' notice prior to the scheduled work schedule. These vacations cannot be scheduled on the following days **if they create forced overtime**: Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

U53 – Modified

Section 9.3 Vacation Allotments, Daily Vacation

- i. **Relief Loaders will be a group for vacation selection. No more than one Relief Loader will be allowed to be off at a time.**

U58 – Modified

Section 9.11

Each regular full-time employee who takes a scheduled full week block of vacation **(that is the full block of shifts on either side of the long break, i.e. 4 day shifts prior to the long**

break or 4 night shifts following the long break) immediately before or after their long break (that is, the seven-day period of scheduled off-days that occurs once every 28 days in the 12-hour schedule in effect as of December 2016) shall not be forced to work during that long break. Employees will have the ability to schedule one (1) individual protected day on a single day basis. The number of employees that may block a single day shall not exceed the number of employees allowed off shift for vacation. These protected days shall block an employee from being forced on a normal scheduled day off, excluding holidays and will be selected using the normal vacation selection period each year. They will be scheduled on a first come first serve basis after the selection period and must be requested by the prior Monday by 4 p.m.

U77 – Modified

Section 15.5

- a. Any vacancy existing or expected to be for a period of nine months or more will be filled as a permanent position. If the incumbent returns to work, they will be able to bump back into the position they left as outlined in Article 15. When a permanent job becomes open for any reason in any classification of work covered by this Agreement it will be filled in the following manner:
- b. A notice will be posted for 710 calendar days that the position is vacant, and must be posted as soon as a vacancy occurs.

U80

Incorporated in part in C14, Section 15.6 g.

U81

Incorporated in part in C14, Section 15.8 a.

Company Agrees to Withdraw:

C3 – Modify Utility Operator Pay and Pay for Qualifications
C6 – Modify the Ability to Vote to Go Back to 8-Hour Shifts
C8 – Modify Trainer Step-Up Rate
C9 – Modify Language Relating to How 7th Day Pay is Calculated
C12 – Remove Maintenance Call-Out 5/8 Schedule Provision
C15 – Modify Disciplinary Action Timeline
C19 – Modify Eligibility for Splitting Vacation
C21 – Modify LOU Relating to Suspension of Standby
C23 – Modify Shift Differential
C25 – Equalize Overtime

Tentative Agreements:

C4 – Modify Absenteeism Policy
U17 – Maintenance Forced Weekend Overtime with Scheduled Vacation
U23 – Maintenance Blocked Out Days for TAR Determined Prior to Vacation Picks
U40 – Modify Shoe Allowance
U54 – Modify Posting of Vacation Calendar to February 1st

U65 – Add One Employee to OSHA Inspection Walk-Around

U68 – Modify Number of Utility Operators to 24

U73 – Modify Operator Performance Expectations and Size of Large Bore Pipe

Contract Duration:

This Agreement shall be in effect from January 1, 2021 through December 31, 2023, and shall continue in effect from year to year thereafter unless either party gives sixty (60) days written notice to the other party of their intent to terminate or modify this Agreement at the end of the contract anniversary date.

Wages:

TBD