

AGREEMENT

between

ST. PAUL PARK REFINING CO. LLC

And

TEAMSTERS LOCAL UNION NO.
120

Affiliated with the
International Brotherhood of Teamsters

Effective

January 1, ~~2017~~2021-through December 31, ~~2020~~2024

Commented [KJ1]: UNION - REVISED

ST. PAUL PARK REFINING CO. LLC (hereinafter referred to as the "Employer") and TEAMSTERS, LOCAL NO. 120 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") acknowledging that THIS AGREEMENT ("Agreement") is fair to all alike, pledge support and cooperation in observing the spirit of this mutual agreement and agree to be bound by the following terms and provisions covering wages and working conditions.

WHEREAS:

Both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties:

**ARTICLE 1
UNION RECOGNITION, UNION SHOP AND DUES COLLECTION**

Section 1.1

Employer recognizes that the Union shall be the sole collective bargaining agency of the employees in those classifications covered by this Agreement. There shall be no discrimination against any employee because of their Union affiliation. The Employer further agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 1.2

It is agreed that all employees shall apply for membership in Teamsters Local No. 120, thirty (30) calendar days after the effective date of this Agreement or after thirty (30) calendar days of initial employment, whichever is the later.

Section 1.3

The provisions of this paragraph shall not become effective until all of the prerequisites and conditions contained in the Labor- Management Act of 1947 have first been met.

Section 1.4 Union Dues and DRIVE

The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards authorizing such deductions and the Employer will remit such deducted Union dues and initiation fees to a duly authorized Officer of the Union after receiving a statement of amounts owing from the Union. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to

DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Section 1.5 Successorship

The Company Representative shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by the agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract of transaction as herein described.

ARTICLE 2 HOURS OF WORK AND OVERTIME

Section 2.1

The regular work week shall consist of forty (40) hours, and the regular work day shall consist of eight (8) hours. The payroll work week will begin on Monday at 5:30 am and end on the following Monday at 5:29 am.

- a. The work hours for a 12-hour shift schedule will be 6 AM - 6PM and 6PM - 6AM.
- b. Maintenance work hours are Monday through Thursday, 6:30 AM to 5:00PM.
- c. The Company Representative reserves the right to modify work hours for shutdowns, turnarounds and other plant emergencies.
- d. The following Areas are placed on the 12-hour shift schedule: FCC, Crude, Reformer, Blending Areas, Loading and the Laboratory.
- e. The following language supersedes any previous agreement regarding the 12-hour shift.
- f. No call/ no show for scheduled work or standby will result in the next step of progressive discipline.

Commented [KJ2]: TA U1

Commented [KJ3]: UNION 2 - Withdrawn

Section 2.2

- a. Hours worked in excess of eight (8) per day, or in excess of forty (40) in any work week, whichever is greater, shall be compensated for at a rate of time and one-half (1X) the regular rate of pay. However, any overtime payments in accordance with the provisions of this Agreement shall neither be duplicated nor pyramided, in whole or in part, for the same hours worked.
- b. Twice the regular rate of pay shall be paid for time worked on the seventh consecutive day worked in a work week. In figuring such compensation, work performed on a calendar day cutting across two calendar days shall be treated as work performed only on the calendar day in which the major portion of such work falls; except that a minimum of four (4) hours worked shall count as a day worked.
- c. Employees will be normally limited to twelve (12) consecutive hours' work.
- d. Any employee who is called to work outside of their regular scheduled work shift shall be guaranteed at least four (4) hours of work at the rate applicable at the time the work is performed. Employees thus guaranteed four (4) hours "show up" time shall be expected to perform any reasonable work available in their own unit or department if work in their regular occupation is not available. If the called out

Commented [KJ4]: UNION 3 - Withdrawn

Commented [KJ5]: UNION - REVISED

Commented [KJ6]: UNION 4 - Withdrawn

employee is assigned another job, which was not initially communicated to them, the employee shall be guaranteed at least six (6) hours work at the rate applicable at the time the work is performed. If greater than four (4) hours are worked, an additional two (2) hours will be paid.

e.

Commented [KJ7]: UNION 5 - Withdrawn

Section 2.3 Vacancy Coverage Not Requiring Overtime

- a. Vacancies will utilize a Relief Operator, if available and arrange the shift as necessary to avoid overtime.
- b. Training will be temporarily interrupted at the Company Representative's discretion to better utilize personnel, if the vacancy is unscheduled, and to permit better utilization in the regular work schedule.
- c. In the WWTP and Loader positions, when there is an extra operator on shift, their vacancy need not be covered.

Commented [KJ8]: UNION 6 - Withdraw

Commented [KJ9]: UNION 7 - Withdrawn

Section 2.4 Operations Overtime

- a. Planned Vacancies: Planned vacancies are those that are identified on the overtime schedule posted on the Thursday prior to the work week.
 1. All planned vacancies will be assigned in the following order:
 - 1) Qualified Utility Operator (if applicable)
 - 2) Vacancy Relief Operator
 - 3) Volunteer list by seniority
 - 4) Forced by inverse seniority but avoid 7th day pay.
 - 5) Standby after all other efforts have been made.
- b. Unplanned Vacancies: Unplanned vacancies are those that occur after the schedule is posted at 4 PM on Thursday prior to the work week.
 1. All unplanned vacancies will be filled in the following order:
 - 1) Reassign crew to cover the vacancy.
 - 2) Volunteer list by seniority.
 - 3) Offer to qualified eligible employees by seniority.
 - 4) Standby list must fill vacancy.

Commented [KJ10]: UNION 8 - as modified on 12/29/20

Commented [KJ11]: UNION 9 - Withdrawn

The person on standby cannot volunteer for overtime on their standby days or be utilized to cover floaters or daily vacation.

- c. Standby
 1. Standby selection will be made concurrently with vacation selections. Standby picking will be in increments of 25% of the total number standby days the employee will be responsible for.
 2. Standby must be picked in two-day blocks, with the exception of the short turnaround, which is one day.
 3. Blocks will either be D-D or N-N, not D-N or N-D. During the long break, blocks can be D-N on the front half or O-N on the back half of the break. Each individual must have a minimum of four selections on their long break.
 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.

5. Standby assignments will be one per shift in all Areas.
 6. An Employee who is assigned or switches to another shift or bids to a new Area will assume the standby shifts of that position (however, they will not be required to assume the standby shifts for days that they had already scheduled vacation or protected days.)
 7. If someone is forced (other than an unassigned employee) into a vacancy, the standby shifts associated with that vacancy will be filled by the procedure described in 7) below.
 8. At any point throughout the year, if there is a shift with no standby, the Company Representative will establish the standby period of time that needs to be filled. Additional standby will then be selected by seniority by all members of the crew in the same manner they are selected at the beginning of the year. There may be multiple times throughout the year when a shift has no standby that this selection procedure is utilized. Under no circumstances will an employee be forced to schedule more than the maximum number standby days in 4) above.
 9. The Company Representative can cancel standby selections if shift vacancies are filled that required the scheduling of additional standby above the minimums.
 10. It will be the employee's responsibility when changing vacation after the initial standby schedule posting, to ensure their standby coverage is reallocated (traded with another employee) so not to be on standby during their vacation period.
 11. It will be the responsibility of the person(s) on standby to be available to work by either: a) by phone 30 minutes before shift change and 60 minutes after shift change; or b) be available by pager (Company Representative issued). In either case, the employee on standby must relieve within two hours of being contacted. When the employee reports to work, they must notify the Company Representative on duty upon their arrival.
 12. Employees are responsible for providing a current home and/or cell telephone number where they can be reached. Employees who either fail to be available when called for standby or fail to report to work when on standby will be disciplined.
 13. Standby responsibility may be traded between qualified personnel or given to another qualified employee.
 14. The Company Representative must be notified of any changes to standby assignments.
 15. Utility Operators will cover the standby days for the console operator or field operator he or she is backfilling for, including days before or after the assignment, if needed.
- d. Vacancy Coverage - General Administration
1. A volunteer list will be available for filling all vacancies requiring overtime. A volunteer list will be established for each scheduled week. A new volunteer sign-up sheet will be posted on Tuesday by 1600 hours for planned vacancies

(13 days prior to the start of the scheduled work week. Employees interested in volunteering for overtime can sign up during this period. The senior volunteer can work multiple vacancies, but 7th day must be avoided).

Commented [KJ12]: UNION 10 – as modified

2. Operators can sign-up on the volunteer list for any dates they want to work. They must sign-up on the volunteer list the Tuesday prior to the start of the scheduled work week. The volunteer list will be frozen and taken down Monday at 1600 hours (7 days prior to the start of the scheduled work week). The overtime schedule for planned vacancies the following week will be posted no later than Thursday at 1600 hours (4 days prior to the start of the scheduled work week).
3. Once employees sign-up on the volunteer list and are scheduled for planned vacancies, they will be expected to work the vacancy otherwise they will be assessed points under the Absenteeism policy.
4. Operators must check the posted overtime schedule before the end of their work shift Thursday for assigned overtime coverage the following week. If an operator is absent due to sickness, a floater, or vacation, they remain responsible for checking the posted overtime schedule for assigned overtime coverage.
5. Training can be temporarily interrupted at the Company Representative's discretion to cover vacancies. Employees scheduled in a given week for training will be allowed to work overtime.
6. An Operator being trained can be moved to another crew to accommodate training needs.
7. Double shifting (the entire or selected work areas of a shift) is done to provide additional manpower as required for abnormal operating situations (i.e. startup, shutdown, emergencies, etc.). This will not follow vacancy filling guidelines (i.e. jobs may not be filled.)
8. Each year of the contract, employees can vote, on a one time basis, to go to 8-hr shifts.
9. When the Company Representative is hiring for Operations, they will advise the Union of the existing vacancies that are being filled and will hire more than these vacancies to cover unknown attrition.
10. Any Company Representative can be used to conduct training in order to ensure employee training and qualifications are completed in a timely manner. For training purposes these employees can demonstrate bargaining unit work. On shift bargaining unit employees can be present when bargaining unit work is demonstrated at the Central Control Room or in the process units.
11. The Vacancy Relief Operator (VRO) position will not be filled for short term vacancies, but will be bid in accordance with the parties Collective Bargaining Agreement. Vacancy Relief Operators will have the highest Area seniority.
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. The and Loader Relief will be assigned 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 and Loader Relief 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.
- e) Utility Operators will receive move-up pay for callouts and double shifting.

Commented [KJ13]: TA - UNION 11

Remaining portion REVISED

Commented [KJ14]: TA - UNION 12

13. The Reformer Maintenance Coordinator will be allowed to work overtime in the Maintenance Coordinator position and such overtime will be awarded at the discretion of the Company Representative. If qualified, the Coordinator may be allowed to work overtime as an Operator as a last resort prior to forcing. Vacancy coverage for the Reformer Maintenance Coordinator position will be offered at the discretion of the Company Representative. Vacancy coverage will be filled in the following manner: the Company Representative may offer the coverage to a Reformer Operator by plant seniority on their day off.

14. Vacancies in the Waste Water Treatment Plant (WWTP) Operator position will first be filled by the senior qualified Loader/WWTP Relief Operator (if available), next by the senior qualified Loader (if available) and next by the senior qualified Utility Operator (if available).

Commented [KJ15]: UNION 13 - Withdrawn

14.15. 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.

Commented [KJ16]: COMPANY 1

Section 2.5 Maintenance Overtime

- a. If under the 4-10's schedule, they can be scheduled for Friday, Saturday or Sunday work for turnarounds, unit shutdowns or emergencies at the overtime rate of pay. If Maintenance Department employees are required to work, other than as outlined above, they will be covered under the call-out provisions in this Agreement.
- b. Under the 4-10's schedule, call-out overtime for Maintenance and Warehouse employees will be offered by seniority to qualified employees on the weekly overtime sign up list (as listed in i. below) If there are 3 incidents in a six month period (January 1st through June 30th and July 1st through December 31st) in which call-out overtime is not filled through the above methods, the 4-10's schedule for Maintenance and the Warehouse will revert back to its prior form as will all other associated and related collective bargaining agreement provisions.

- c. The procedure for overtime coverage in Maintenance and the Warehouse will be as follows:

Step 1: The Company Representative will ask the current employee (within each respective category) on the job to hold over on the job for the overtime. An employee will be considered on the job if they are assigned to the job prior to 2pm. If the Company Representative is unable to cover the overtime in that manner then the second step of the procedure will be followed.

Commented [KJ17]: UNION 14 - Withdrawn

Step 2: The Company Representative will assign holdover or weekend overtime to the qualified volunteers on the daily sign-up sheet by seniority. Qualified employees who sign the daily overtime sheet will be required to work it if they are assigned overtime. Daily overtime sign up shall be completed each day by the conclusion of the AM toolbox meeting. Employees shall be provided the opportunity to sign up for the weekend on Thursday by the conclusion of the AM toolbox meeting. Employees shall be provided the opportunity to sign up for holiday overtime on the last regular working day prior to the holiday by the conclusion of the AM toolbox meeting. If not enough qualified employees within the work group have signed the daily overtime sign-up sheet, then qualified employees in Maintenance (who have signed the daily overtime sign-up sheet) will also be assigned the overtime.

Step 3: Qualified employees within the work group will be forced. Prior to forcing, when overtime arises requiring around the clock coverage or multiple day overtime assignments, it will be offered using the Maintenance overtime procedure, but with a new separate sign-up sheet.

- d. When selecting a day on the sign-up sheet, the intent shall be that the employee may be assigned holdover overtime for said day, or overtime for the weekend, not that they will be guaranteed work on said day.
- e. Any work of a larger nature requiring more than a holdover (i.e. around the clock coverage or multiple day assignment) normally will be offered to the workgroup prior to forcing, with preference to those who have signed the overtime sign-up list.

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

Commented [KJ18]: COMPANY 24

g.f. Employees will be normally limited to twelve consecutive hours work. Employees will not be forced to work more than fourteen consecutive hours in Maintenance.

h.g. 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, and Fire Mechanic position may must be filled by qualified candidates in Maintenance selected by the Company Representative. Only qualified maintenance employees may operate the extendable fork truck.

Commented [KJ19]: UNION 15 - REVISED

Commented [KJ20]: UNION 16 - REVISED

- i.h. Call-out overtime for Maintenance will be offered by seniority to qualified employees on the weekly call-out overtime sign up list. Employees who have vacation scheduled the following week, will not be forced for weekend overtime prior to their vacation. Maintenance employees will not be forced for weekend overtime work if they have:

- 1) A full week of vacation scheduled the following week
- 2) A Monday vacation day (half or full day) scheduled the following week. It is understood that Tuesday will be substituted if Monday is an official company holiday.

Commented [KJ21]: TA - UNION 17 as modified

j.i. The Maintenance Department work schedule will be posted on Wednesday of each week.

k.j. Once an employee is assigned overtime, they will remain on that job until completion, with the exceptions for vacation and floaters.

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

+ii. Maintenance employees must take the recommended time off per the Fatigue Risk Management Standard for extended Work Sets.

Commented [KJ22]: COMPANY 1

Section 2.6 General Overtime

- a. Any employee who is assigned to restricted duty shall not be eligible for call-out overtime.
- b. Settlement of any disputed overtime will be handled through the grievance procedure and if found in favor of the employee, then such deprived employee shall be ~~offered one and a half times the amount of overtime work twice within one month after the resolution of the dispute compensated for those hours on the next paycheck immediately following that decision at the applicable rate of pay. For every day an employee is wrongfully forced in, they shall receive one additional unpaid Floating Holiday.~~
- c. Employees performing make-up overtime pursuant to an upheld grievance shall not displace any individuals who have volunteered for overtime on the same shift when overtime work is available.
- d. The Employer will notify employees at least two (2) hours in advance of the end of the work shift of any overtime that must be performed except in the case of emergency where it is beyond the ability of the Employer to anticipate such necessary overtime.
- e. When the Employer is unable to fill all the vacancies that occur with the temporary progression and overtime becomes necessary, the overtime will be applied to the highest classified job where the vacancy occurs.
- f. If an employee is moved up to the next higher classification on a weekly basis to cover a temporary vacancy, and another vacancy then becomes open on the same crew of a unit after 1800 hours on Friday, no one will be required to move back down and the overtime will be paid in the classification where the second vacancy occurs. If both vacancies were to extend into the following week, the schedule would be changed so the overtime would be paid in the higher classification.
- g. When employees are released to work from a medical leave of absence, they will be assigned to their regular job classification on their regular shift at that time. Employees who have been scheduled to cover the absent employee will return to their regular classification and regular shift with no reduction of normal work hours upon the return of the absent employee.
- h. For the purpose of overtime assignment, an operator who is scheduled to work in

Commented [KJ23]: UNION 18 – modified on 1/13/21

Commented [KJ24]: UNION 19 - Withdrawn

the next higher classification for the work week will receive overtime in that higher classification on their scheduled days off.

- i. In the event that any employee is off for a legitimate reason (i.e., sickness, vacation, emergency in the family, holiday, jury duty, Union negotiations, and personal injury on the job) during their regular scheduled work week and is then required to work on his/her scheduled day off, he/she will be paid at the overtime rate (i.e., time and one-half) per Article 2.2.a. In the event that any employee is off for a day at a time vacation, floating holidays, jury duty, bereavement leave and military requirements according to Article 16 or Union business, these days off shall count as days worked for the purpose of the double time rate of pay per Article 2.2.b.
- j. Any operator vacancy of less than four (4) hours will be covered by the operator on shift remaining and/or the operator on the next shift reporting in early.
- k. Maintenance and Warehouse employees working the 4-10 schedule shall be compensated at the rate of time and one-half (1) for hours worked in excess of ten (10) per day, or in excess of forty in a work week, whichever is greater. However, any overtime payments in accordance with the provisions of this Agreement shall not be duplicated nor pyramided, in whole or in part, for the same hours worked.
- k-l. Employees working extended shifts must take the recommended time off per the Fatigue Risk Management Standard, unless no coverage is available.

Commented [KJ25]: UNION 20 - Withdrawn

Commented [KJ26]: UNION 21 - Withdrawn

Commented [KJ27]: COMPANY 1

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. During a turnaround, employees from another unit may volunteer to work in other areas. If there are not enough volunteers, employees may be assigned to work in other areas as long as both areas are double shifted. - Least senior employees will be moved to other areas first only after all required jobs are filled in their area.

Commented [KJ28]: COMPANY 1

- 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.
- a. 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 that 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

Commented [KJ29]: UNION 22 - Withdrawn

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.

Commented [KJ30]: COMPANY 1

Section 2.8 Maintenance Turnaround Overtime

- a. A major turnaround period shall be defined as any turnaround period where maintenance employees are blocked in advance from taking vacation and the start-up related to the major turnaround. The Company will communicate blocked out days prior to the vacation bid taking place. Blocked out days are subject to change at Company discretion. In the event that the blocked out days change, vacation previously granted that falls within the new blocked out period will not be canceled by the Company. The Company reserves the right to deny new vacation requests during the new blocked out period.
- b. Notice will be given of the number of people needed and the overtime hours to be worked. Volunteers will be solicited and assignments made by the Company Representative at least three weeks prior to the blackout period.
- c. Volunteers will be asked for and qualified volunteers will be assigned by seniority for the night shift first. If there are no volunteers or not enough, the Company Representative will assign qualified employees to the night shift by inverse seniority.
- d. In case where the entire work group is not being used then, volunteers will be asked for and qualified volunteers will be assigned by seniority for the day shift. If there are no volunteers or not enough, the Company Representative will assign qualified employees to the day shift by inverse seniority. If all employees are not required to work (i.e., startup) the remaining employees will work normal hours and remain available for overtime as needed under these provisions.
- 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.

Commented [KJ31]: TA - UNION 23 as modified

Commented [KJ32]: UNION 24 - Withdrawn

Section 2.9 Training

- a. In some cases, some off-shift training may have to occur throughout the year. Once a training activity has been identified, the Company Representative will develop a preliminary shift training schedule for each of the operating crews. The Company Representative has the right to determine whether an employee will train or cover overtime.
- b. Employee communication meetings are not considered 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 or cover vacancies caused by training 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.

Commented [KJ33]: UNION 25

ARTICLE 3 WAGES

Section 3.1 Rates

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

Commented [KJ34]: UNION 26 - Substantial Wage Increase

Wage Increases of :	2021	2%
	2022	2% or NOBP, whichever is higher
	2023	2% or NOBP, whichever is higher
	2024	2% or NOBP, whichever is higher

Commented [KJ35]: UNION - REVISED

Classification	Rate Effective 1/1/17—5% 1/1/2021	Rate Effective 1/1/18—3%	Rate Effective 1/1/19—3%	Rate Effective 1/1/20—3%
Journeyman Electrician B	\$46.95	\$48.35	\$49.80	\$51.30
Journeyman Electrician A	\$46.14	\$47.52	\$48.95	\$50.42
Electrician in training	\$45.31	\$46.67	\$48.07	\$49.51
Welder [plus all certifications]	\$43.73	\$45.04	\$46.40	\$47.79
Blending Console Operator	\$43.10	\$44.64	\$46.23	\$47.87
Blending VRO	\$43.10	\$44.64	\$46.23	\$47.87
Crude Console Operator	\$43.10	\$44.64	\$46.23	\$47.87
Crude VRO	\$43.10	\$44.64	\$46.23	\$47.87
FCC Console Operator	\$43.10	\$44.64	\$46.23	\$47.87
FCC VRO	\$43.10	\$44.64	\$46.23	\$47.87
North Reformer Console Operator	\$43.10	\$44.64	\$46.23	\$47.87
North Reformer VRO	\$43.10	\$44.64	\$46.23	\$47.87
South Reformer Console Operator	\$43.10	\$44.64	\$46.23	\$47.87
South Reformer VRO	\$43.10	\$44.64	\$46.23	\$47.87
Boiler Operator	\$42.85	\$44.14	\$45.46	\$46.82
WWTP Operator	\$42.85	\$44.14	\$45.46	\$46.82
Advanced Rotating Equipment	\$42.69	\$43.97	\$45.29	\$46.65
Lab Tech [after 5 years]	\$41.94	\$43.20	\$44.49	\$45.83

Commented [KJ36]: UNION 27 - Boiler Operators with a Chief A license will receive equal pay to Console Operator pay

Equipment Mechanic	\$41.03	\$42.27	\$43.53	\$44.84
Rotating Equipment Mechanic	\$41.03	\$42.27	\$43.53	\$44.84
Welder	\$41.03	\$42.27	\$43.53	\$44.84
Lab Tech #1 (after 2 years)	\$40.89	\$42.11	\$43.38	\$44.68
Crude Field Operator	\$40.69	\$41.91	\$43.17	\$44.46
FCC Field Operator	\$40.69	\$41.91	\$43.17	\$44.46
Loader	\$40.69	\$41.91	\$43.17	\$44.46
North Reformer Field Operator	\$40.69	\$41.91	\$43.17	\$44.46
Pumper	\$40.69	\$41.91	\$43	\$44.46
South Reformer Field Operator	\$40.69	\$41.91	\$43.17	\$44.46
Fire Equipment Mechanic	\$40.15	\$41.36	\$42.60	\$43.88
Lab Tech #2 [first 2 years]	\$40.05	\$41.25	\$42.49	\$43.76
Material Handler	\$40.02	\$41.22	\$42.45	\$43.73
Rotating Equipment Mechanic in	\$38.55	\$39.70	\$40.89	\$42.12
Welder in training	\$38.55	\$39.70	\$40.89	\$42.12
General Mechanic	\$37.17	\$38.28	\$39.43	\$40.61
Utility	\$32.97	\$33.96	\$34.98	\$36.03
Relief Lab Tech	\$32.97	\$33.96	\$34.98	\$36.03
General Mechanic in training	\$32.40	\$33.38	\$34.38	\$35.41
Janitor	\$28.54	\$29.40	\$30.28	\$31.19
Trainee	\$27.96	\$28.80	\$29.66	\$30.55

[Boiler Operators with a Chief A license will receive equal pay to Console Operator pay.](#)

Section 3.2 Tool Room Attendant

Qualified employees who are assigned to the Tool Room [as of December 31, 2020](#) shall [continue to](#) receive the Rotating Equipment Mechanic/Tool Room Attendant [current](#) rate of pay. The Company Representative will provide those assigned the opportunity to train and qualify as Tool Room Attendants. [Any qualified employees who are assigned to the Tool Room after January 1, 2021 shall receive the applicable rate of pay as outlined in Article 3, Section 3.1.](#)

Commented [KJ39]: UNION - REVISED

Section 3.3 Material Handler

Qualified employees who are assigned to the Warehouse shall receive the Material Handler rate of pay. The Company Representative will provide those assigned the opportunity to train and qualify as Warehouse Material Handlers. [Subcontractors shall not perform bargaining unit work in the Warehouses.](#)

Commented [KJ40]: UNION 30 - REVISED

[All existing material handlers will be red circled at the regular rate of pay. Any vacancy filled will be at the applicable rate of pay as outlined in Article 3, Section 3.1 \(\\$40.00\). Maintenance personnel will have the first opportunity to bid openings in the warehouse. If not filled by maintenance, the bid will be opened to the entire bargaining unit and awarded by plant seniority. If still not filled, the company may hire from the outside.](#)

Section 3.4 Reformer Maintenance Coordinator

The Reformer Maintenance Coordinator will be paid at the Reformer Console Operator rate of pay.

Section 3.5 Utility Operator

The Utility Operator will receive utility operator pay once trained for a job or pay for the position they are filling, whichever is greater. For example, if they are filling a field operator position, they will be paid that rate of pay.

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%~~\$4.25 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.

Commented [KJ41]: UNION 31 – REVISED

Section 3.7 Operations Department

The Company Representative will first ask qualified employees to fill the temporary assignment. ~~If there are no qualified volunteers, the Company Representative can appoint 1 employee 6 weeks up to 3 months in advance of future turnaround activities, 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%~~\$4.25 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 ~~not be eligible count as having the lowest seniority on the volunteer overtime sign-up list for any week they are on temporary assignment~~ 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.

Commented [KJ42]: UNION 32 – REVISED

~~In order to fill a Temporary assignment position, the position being vacated must be filled by utilities or volunteers. . The crew may not be left at minimum staffing because of this situation for more than one shift per block of shifts.~~

Commented [KJ43]: UNION 33 - REVISED

Section 3.8 Trainer Pay

- a. Trainers in Maintenance, removed from their normal duties and assigned to employee training, will receive ~~one dollar (\$1.00)~~ 5% per hour over their regular rate of pay.
- b. Trainers in Operations on the 12-hour shift schedule, ~~removed from their normal duties~~ and assigned to employee training, will receive 10% above their regular rate of 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
 - a)b) _____ Trainees are eligible for overtime pay.

Commented [KJ44]: UNION 34 - REVISED

Section 3.9 Payroll

- a. Employees shall be paid every other Friday.
- b. Pay is available through direct deposit or through U.S. Mail.
- c. Paychecks will be postmarked no later than Wednesday for a Friday pay date.

Section 3.10 12-hour Wage Adjustment

The hourly wage rate of an employee assigned to the 12-hour rotating shift schedule is adjusted so as to provide the annual earnings under the 12-hour shift agreement which shall equal that which the employee would have earned under the 8-hour schedule if he/she worked an equal number of hours. This adjustment is necessary due to the requirement of paying overtime for hours over eight (8) in a scheduled work day. This adjustment follows the pay structure previously agreed to in past contracts.

- a. To make the earnings for 12 hours of work equal to that which the employee would have earned at the straight time rate, the eight (8) hour contractual rate (rate listed in the contract for a particular classification) must be reduced by multiplying said rate by a factor of .8571428. Under the 12-hour schedule, employees are paid 12 hours at the adjusted 12-hour rate and 4 hours at half the adjusted 12-hour rate. Overtime is paid at the regular 8-hour pay rate.
- b. All pay raises will be at the contractual rate, then factored. When employees work

overtime, their pay will be at the 8 hour rate, not the adjusted 12-hour rate.

Section 3.11 Welder/Machinist Certifications

Employees in the Welder Mechanic classification shall receive additional compensation above their regular rate of pay for passing the following weld tests. The tests must be taken in order as listed here with exception to the MN High Pressure Piping License

Chrome GTAW/SMAW	\$0.35
Stainless GTAW/SMAW	\$0.35
GTAW/SMAW Inconel/Monel	\$0.35
MN High Pressure Piping License	\$0.65

Commented [KJ45]: UNION 35 - Withdrawn

Employees in the. General Mechanic classification shall receive additional compensation above their regular rate of pay for passing the following test.

MN High Pressure Piping License	\$0.65
------------------------------------	--------

Employees in the Rotating Mechanic classification shall receive additional compensation above their regular rate of pay for passing the following test.

Machinist Test	\$0.30
----------------	--------

Section 3.12 Waiting Period for Sick Benefits

Benefits will be paid to employees after the first three (3) working days of any period of disability, except when the disability results from an occupational injury, in which case benefits will be paid from the first day of such disability beginning on the first day of any period of disability.

Commented [KJ46]: UNION 36

- Benefits will also be paid from the first day of confinement if they are admitted to and confined to a hospital as a bed patient for at least one (1) hospital day.
- The three (3) day waiting period does not apply if an employee has returned to work too early after an illness or injury and must miss work again within thirty (30) days because of the same disability.
- The 3-day waiting period will be reimbursed to employees that are off work due to illness or personal injury for a minimum of three workweeks.

Section 3.13 Electrician Journeyman

Employees in the Electrician classification with three years of relevant refining experience and a Master Electrician License shall receive the Journeyman electrician B

rate of pay as specified in Article 3.1.

Section 3.14 Alky Unit

There will be four Alky operator positions. They will remain qualified in all FCC field positions, but their primary job is in the Alky. They will be eligible to bid the console, but may not be forced. These positions will receive \$1.00 per hour above the field operator position. The line of progression will be VRO, Board Alky Operator, Field Operator. Bids will be offered on a plant-wide basis.

Commented [KJ47]: UNION 37 – as modified on 12/11/20

**ARTICLE 4
SHIFT DIFFERENTIAL**

Section 4.1

Shift workers shall be paid an additional seventy- five cents (\$.75) per hour on all rotating shifts. No shift differential shall be paid for un-worked hours for which special payments are made except for vacations, which will be paid at the evening shift rate.

Commented [KJ48]: UNION 38 - Withdrawn

Section 4.2

Maintenance employees will receive \$1.50 per hour nighttime shift differential.

Commented [KJ49]: TA - UNION 39

**ARTICLE 5
CLOTHING**

Section 5.1 Employer Provided Clothing

The Employer shall issue certain gear to employees for which they will be responsible to use and care for properly and shall be accountable for lost items. Replacements will be furnished only when used or damaged gear is turned in. Subject to revision by additions or elimination from time to time, the list of such gear is: hard hats, goggles, rain gear, and five (5) sets of flame resistant or appropriate fire retardant clothing, one (1) flame resistant jacket. Other equipment such as plastic gloves, flashlights and life vests will be issued as required and approved.

Section 5.2 Personal Clothing

Any loss of employee's personal clothing or property as a result of fire, smoke, or water damage will be replaced. Flame resistant clothing will be replaced as required from normal wear.

Section 5.3 Shoe Allowance

The Employer will reimburse employees up to \$300 per year toward the purchase of ANSI approved safety shoes in each year of the Agreement. An employee on LTD will not accrue any shoe benefits. Employees on LTD will receive any unpaid monies when they return to active status.

Commented [KJ50]: TA - UNION 40 as modified

Section 5.4 Safety Glasses

The Employer will pay one time per year for the purchase of ANSI approved safety glasses with side shields from a Company Representative approved eyeglass vendor .

ARTICLE 6 BEREAVEMENT PAY

Section 6.1

The Employer will grant the necessary time off with pay three (3) scheduled working shifts within seven (7) calendar days to any 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.

Commented [KJ51]: TA - UNION 41

Section 6.2

Payments made in accordance with the above shall be at the employee's regular straight time rate of pay for such time lost from their regular work schedule.

Commented [KJ52]: UNION 42 - Withdrawn

ARTICLE 7 JURY DUTY

An employee called for jury duty is granted time off with pay for jury service. This service normally includes time spent actually serving on the jury and time spent while in the process of being approved for duty. If the employee receives pay from the court, it is not deducted from employee's pay. The employee is required to provide valid documentation of the jury duty to the Employer. The Employee will contact the Company Representative of problems concerning jury duty so that proper relief coverage can be arranged when necessary.

Commented [KJ53]: UNION 43 - Withdrawn

ARTICLE 8 HOLIDAYS

Section 8.1

A regular employee is not required to work on:

- 1) Christmas Day
- 2) New Year's Day
- 3) Memorial Day
- 4) Fourth of July
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Easter Sunday
- 8) Floating Holiday (3)

Commented [KJ54]: UNION 44 - Withdrawn

Section 8.2

- a. Any regular employee required to work and actually working on a holiday, shall in addition to receiving up to twelve (12) hours holiday pay, receive time and one-half (1 1/2) for all hours worked up to their daily scheduled hours and two and one-half (2 1/2) times thereafter. These benefits will be paid for the hours worked between 0001 and 2400 hours on the day designated as the holiday for all employees except those that work rotating shifts. Rotating shift workers will be paid between 2301 the day before, and 2300 the day of the holiday.
- b. Eight (8) hour shift employees shall receive eight (8) hours of pay at their regular straight time hourly rate.
- c. Twelve (12) hour shift employees will receive 8 hours pay at their 8 hour rate for holidays. They will receive a total of three floating holidays at the 8 hour rate for a total of 36 hours pay.
- d. Maintenance and Warehouse Department employees who work a 4-10 schedule will be granted nine, ten hour holidays. Seven of which the date will be established through the parties' mutual agreement, the eighth and ninth will be floating holidays. Maintenance or Warehouse employees who are not required to work on an established holiday will receive 10 hours of pay at the regular straight time hourly rate. Established holidays falling on Friday or Saturday shall be observed on Thursday. Established holidays falling on Sunday shall be observed on Monday.
- e. For their Floating Holidays, Maintenance and Warehouse employees will receive 10 hours' pay at the regular straight time hourly rate.

Commented [KJ55]: UNION 45 - Withdrawn

Section 8.3

Holiday pay will be paid only when employees work their scheduled days prior to and after the holiday, or have the consent of the Employer, or submit satisfactory proof of illness or disability. Holiday Pay may not be denied if the scheduled day not worked is not immediately prior to or after the holiday.

Commented [KJ56]: UNION 46 – as modified on 1/13/21

Section 8.4

In the case of operating employees, all holidays will be recognized on the actual date they occur.

- a. In the case of maintenance department employees on eight (8) hour shifts, Holidays falling on Sunday will be recognized on the following Monday, except for Easter Sunday, as provided in Article 8, Section 8.1. Holidays falling on Saturday will be observed by maintenance department employees on Friday, except in cases where maintenance employees are scheduled Tuesday through Saturday. In such cases, the Saturday holiday will be observed on Saturday.

Section 8.5

If an employee is absent due to illness or injury, holiday pay will be granted to such employee for all designated holidays falling during the first six (6) months of such absence. In such cases, the employee shall receive the difference between holiday pay and sick pay.

Section 8.6 Granting Floaters

- a. 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 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.

Commented [KJ57]: TA - UNION 47 as modified

The Company Representative reserves the right to refuse floaters if there is no coverage available. The Company Representative may, but is not required to, grant floaters with less than forty-eight hours' notice in the event of a personal emergency or when extraordinary circumstances arise.

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.

Commented [KJ58]: TA - UNION 48 (language deletion)

**ARTICLE 9
VACATIONS**

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, 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 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 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 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 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 shall be entitled to six (6) weeks' vacation at full pay.
- g. Twelve-hour shift vacation will be paid at the regular 8-hr base rate according to the following schedule for the regularly scheduled 12-hr shift:

SERVICE	REGULAR VACATION	12-HR SHIFT VACATION
1-4 years	2 weeks (advance, 1week)	84 hours
5-9 years	3 weeks	120 hours
10-19 years	4 weeks	168 hours
20-29 years	5 weeks	204 hours
30+ years	6 weeks	240 hours

Commented [KJ59]: TA - UNION 49 (language deletion that includes deletion of Section 9.8)

Commented [KJ60]: UNION 50 - Withdrawn

Exception under Section 9.9 vacations will be scheduled and taken on a block basis. For example, an employee who is eligible for 84 hours of vacation will schedule vacation on four (4) or three (3) consecutive days with the balance of four (4) or three (3) days scheduled consecutively for a later date. If there are any remaining days after all the blocks are picked the employee has the choice of picking remaining vacation days either in a week where no vacation is picked or in one where the vacation coverage for his crew is not full for the week.

Section 9.2

Vacation pay is defined as the regular pay which the employee would receive for a regular work week exclusive of overtime or premium pay.

Section 9.3 Vacation Allotments, Daily Vacation

- a. All full week vacation allotments will be scheduled prior to the start of the applicable calendar year, and the Employer will endeavor to begin the scheduling process no later than October 1 of each year. The Employer reserves the sole discretion of limiting the number of employees who can be on vacation at any one time above the following minimums: one per crew in each of the Operating Areas, one per crew in the Blending Area, one per crew in the WWTP/Loaders/LPG area. In the Laboratory, one person per crew provided that there is a qualified Relief Lab Technician available.
- b. Maintenance will have a minimum of 20% vacation slots available by group during the year, with blackout dates limited to a maximum of 7 weeks per year as

required for turnarounds and shutdowns. The maintenance vacation groups will be: Rotating Equipment, General Mechanic, Welder, and Electrical. The General Mechanic group will be entitled to have a minimum of 20% of their members or a minimum of two (2) General Mechanics, whichever is greater, eligible to be off on vacation at one time. Nothing in this provision will be construed to require the Company to add General Mechanics to the work force.

- c. Equipment Operators will fall under the vacation group from which their backup comes. Warehouse Material Handlers will be restricted to no more than two (2) Material Handlers from being off on vacation at one time. These numbers are minimums and the Employer and the Union will cooperate to increase these numbers when possible and efficient.
- 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.
- e. Maintenance vacation will continue to be scheduled as specified in Article 9, Section 9.9. These daily vacations will be scheduled on a first come, first serve basis. The Company Representative reserves the right to refuse daily vacation if there is no coverage available. The standby person will not be used to cover daily vacation.
- f. The Reformer Maintenance Coordinator will be separate (stand-alone) for vacation. All vacation may be taken at a day at a time.
- 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. ~~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.~~
- h. Vacations taken must be scheduled on a work week basis commencing at 0001 Monday and ending 2400 Sunday for straight day workers, and commencing at 2301 Sunday and ending 2300 Sunday for rotating shift workers except as provided for in Article 9, Section 9.9.
- 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.

Commented [KJ61]: TA - UNION 51

Commented [KJ62]: UNION 52 - Withdrawn

Commented [KJ63]: UNION - REVISED

Commented [KJ64]: UNION 93

Commented [KJ65]: TA - UNION 53 as modified

Section 9.4 Assignment of vacation time

In the assignment of vacation time, preference will be given to employees as follows. In the Operating Area, vacations will be scheduled by crew in each Area, and by plant seniority within the crew. In Maintenance, vacation will be scheduled by plant seniority within the vacation group, Loaders by plant seniority within the vacation group, in the Laboratory by plant seniority within the vacation group.

- a. The Employer will post a complete vacation schedule not later than February 1 of

Commented [KJ66]: TA - UNION 54

- each year.
- b. No employee shall be entitled to more than one vacation in any calendar year except as provided for in (c) of this Section.
 - c. In case of split vacations, an employee can choose only one part of their vacation with preference to the choice of those employees below them on the vacation list.
 - d. Any employee who fails to make their vacation choice known, as per the time schedule written in this Article or in accordance with rules mutually agreed to between the Union Committee and the Employer, will lose their seniority rights in selection of vacation.
 - e. When an employee makes their choice of vacation and takes the vacation, they shall not be allowed to return to work prior to the time their vacation ends unless requested by the Employer because of an emergency beyond the Employer's control.

Section 9.5

Vacations due in any calendar year must be completed within the calendar year and shall not be cumulative, except when an employee loses their vacation time due to an approved accident or sick leave during the last half of the calendar year and does not return in time to take their vacation. Such vacation time may be scheduled during the first four (4) months of the next calendar year or upon their return from leave, if this is later, subject to the other provisions of this Article. Employees will not be compensated for failing to take their vacations unless they have had their vacations canceled by the Employer because of an emergency and if no suitable time can be scheduled during the vacation period or prior to January 1. **Employees may not be forced to use vacation time concurrently with approved FMLA Leave.**

Commented [KJ67]: TA - UNION 55

Section 9.6

When a Holiday falls during the vacation period of an employee, they shall receive either an additional day of vacation or a sum equivalent to pay for a standard work day, excluding overtime or premium pay, at the option of the employee. (Additional day off is to be scheduled when mutually agreed upon.)

Commented [KJ68]: UNION 56 - Withdrawn

Section 9.7

When employees receive vacation pay they cannot also receive accident and sick pay. Should an employee become sick or is injured and becomes eligible for accident and sick pay prior to the start of their scheduled vacation, according to Section 9.3, they may cancel such vacation and re-schedule their vacation immediately upon their return from approved medical leave, according to the provisions of this Article. In the event that an employee becomes sick or is injured and becomes eligible for accident and sick pay while on a scheduled vacation of more than one (1) week consecutively, the employee may, upon immediate notification to the Employer, cancel the next whole week or whole weeks of scheduled vacation following the week in which the sickness or injury occurs, and be placed on accident and sick pay according to benefit plan provisions. Such vacation period canceled must be re-scheduled according to the provisions of this Article, immediately upon their return from approved medical leave. The Employer may require

evidence satisfactory to itself which confirms sickness or injury of the employee.

Commented [KJ69]: TA - UNION 49 (language deletion that Includes changes to 9.1 regarding vacation accruals)

Section 9.8 Eligibility for Splitting Vacation

- a. When an employee has completed less than ten (10) years of continuous service, said employee may use one (1) week of their vacation in accordance with Article 9, Section 9.3 (c), all at once or in whole days except when it is not in accordance with Article 9, Section 9.4.
- b. When an employee has completed ten (10) or more years of continuous service and is eligible for four (4) or more weeks of vacation under Article 9, Section 9.1 (e), said employee may use two (2) weeks of their vacation in accordance with Article 9, Section 9.3 (c), all at once or in whole days except when it is not in accordance with Article 9, Section 9.4. Maintenance employees may schedule day at a time vacation by Monday 4 PM, for the following week. In addition, employees may schedule up to two days of daily vacation with at least forty-eight hour notice. These two days may be taken in half-day increments.
- c. Employees in the Operations Department will be able to take up to two of their vacation days in half-day increments (either the first half of shift or second) so long as no overtime is created.
- d. During initial vacation selection, employees must notify the timekeeper of how many weeks they intend to split.

Commented [KJ70]: UNION 57 – WITHDRAWN

Section 9.9 Maintenance & Warehouse Vacation Calculations

Vacations in the Maintenance and Warehouse departments will be calculated in hours rather than days. This change will not decrease or increase the amount of vacation a Maintenance or Warehouse employee received; it merely states it in a different time increment.

Section 9.10

Each regular full-time employee who takes a scheduled full week or block of vacation 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. The number of employees that may block a set or single day(s) shall not exceed the number of employees allowed off shift for vacation. These protected days shall block a force 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 served basis after the selection period and must be requested by the prior Monday by 4pm.

Commented [KJ71]: UNION 58 – REVISED

ARTICLE 10 BENEFIT AND PENSION PLANS

Section 10.1

Subject to the terms of this Article 10, the Employer shall make available to all eligible

Commented [KJ72]: UNION 59 - Withdrawn

St. Paul Park Refinery bargaining unit employees the following benefits on the same terms and conditions generally applicable to eligible St. Paul Park Refinery non-bargaining unit employees:

- 401(k)
- Cash Balance Pension Plan Long Term Disability
- Life Insurance
- Accidental Death and Dismemberment Health Plan
- Dental Plan
- Employee Assistance Program Wellness Program
- Vision Plan
- MetLife Home & Auto
- Health Care & Child Care Reimbursement Account Educational Reimbursement
- Long Term Care Plan Sick Benefit Plan
- Military Leave of Absence Plan Retiree Medical Plan
- Adoption Assistance Critical Illness
- Group Legal
- Occupational Accidental Death Plan

Section 10.2

Without limiting in any manner the rights or privileges of the Employer to modify or discontinue the above plan or plans, the Employer agrees to give the Union at least thirty (30) days written notice prior to the effective date of any modification or discontinuance of any such plan or plans, during which period of time the Union may request a meeting with the Employer to discuss the effect of such modification or discontinuance insofar as the same shall apply to employees within the bargaining unit.

It is agreed that no dispute, grievance or question arising in connection with such plans or in connection with this section shall be subject to the grievance and arbitration procedure of this agreement. There shall be no strikes or stoppages of work by the Union or lockouts by the Employer because of any matter covered by this section, while it is in effect.

Commented [KJ73]: UNION 60 - Withdrawn

Section 10.3

Eligibility to participate in the above Benefit Plans, unless otherwise noted will be effective as administratively practical.

Commented [KJ74]: UNION 61 - Withdrawn

**ARTICLE 12
MEAL ALLOWANCE**

Section 12.1

The Employer will provide a meal or a nine dollar and fifty cent (\$9.50) addition to the payroll check for employees who are required to work continuously for more than eleven and one-half hours (11 1/2) in any given day, or for employees on emergency call-in who are required to work more than five (5) hours. A second meal or a nine dollar and fifty cent (\$9.50) addition to the payroll check will be provided for employees required to work fifteen and one-half (15 1/2) continuous hours in any given day. This applies only to emergency holdovers or call-outs. It does not apply to scheduled overtime that the

Commented [KJ75]: UNION 62 - Withdrawn

employee was aware of in advance of the shift except in the case of back-to back eighteen (18) hour shifts.

**ARTICLE 13
WORKERS'COMPENSATION**

Section 13.1

The Employer agrees to cooperate toward the prompt settlement of the employee's on-the-job injury and sickness claims when such claims are due and owing. (This applies only in cases where employees have immediately reported any injury or sickness).

**ARTICLE 14
SPECIAL PROVISIONS**

Section 14.1

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 14.2 New Operations

- a. The Employer will not be required to employ more than the minimum number of employees necessary to efficiently and safely operate the Plant, and it is recognized that if processes, methods or equipment undergo a major change or the volume of operations in any department is substantially curtailed, it may be necessary from time to time to create, modify, consolidate or eliminate existing or future classifications or duties. Any such change shall be made only after the Employer and the Union's Committee have discussed and endeavored to reach an agreement on such change. The question as to whether or not a major change or substantial curtailment has been made shall be subject to arbitration as provided in Article 19.
- b. When a new unit is put in operation for which rates of pay are not established by this Agreement, both parties will meet and negotiate on rates of pay and the position in progression. Failure to agree on new rates of pay and the position in progression covering the new unit will result in the matter being referred to arbitration.

Section 14.3 Outside Construction Workers

Work of an operational nature will not be contracted to an outside contractor .The Company Representative will not contract out normal maintenance except where the Company Representative determines, in its sole discretion, it is necessary and legitimate for business purposes. It is the intention of the Company Representative to provide full and regular employment for its employees at all times. The Company Representative will not contract out work that will result in the layoff of any employee who is covered by this Agreement.

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 42-36 bargaining unit positions (excluding the warehouse).

Commented [KJ76]: UNION 63 – REVISED

Section 14.5 Driver Loading

The Employer agrees that no driver loading will be conducted at a loading facility situated within the Refinery property fence. All maintenance work, except new construction, in the new loading area will be performed by Refinery maintenance personnel.

Section 14.6 Trading Shifts

The Employer agrees, for the term of this Agreement, that two (2) employees in the same classification on rotating shifts shall be allowed to change shifts if such trade is approved by their Company Representative and does not necessitate the payment of overtime.

Section 14.7 Maintenance Hurry Back Clause and Minimum Number of Hours off Between Shifts Whenever a maintenance department employee is required to return to work, without twelve (12) hours off from the time they last worked at the straight-time rate of pay, they shall be compensated at the rate of time and one-half (1Y2) until the end of that twelve (12) hour period.

- a. Maintenance employees will be released as soon as reasonable unless there is emergency work and will be required to have a minimum of eight hours off work between the end of one shift and the beginning of the next shift. This may result in employees being required to leave during a scheduled shift.
- b. When an employee is required or volunteers to leave during a scheduled shift and comes back to work on the next shift, that entire next shift will be compensated at overtime.
- c. Employees will be paid straight time for the remainder of their scheduled shift (includes day shift and night shift) when sent home due to the eight hours off between shifts rule. The intent of this language is to keep employees whole per shift.
- d. Employees working the night shift will be paid the night shift differential. Night shift differential will be paid for any hours worked between 6 PM and 6 AM.
- e. With the Maintenance 4-10 schedule, the afternoon shift differential will be eliminated. A meal allowance will be provided to Maintenance employees who are required to work continuously for more than 11.5 consecutive hours in any given day on a holdover basis only.

Commented [KJ77]: TA - UNION 64 as modified

Section 14.8 OSHA Inspection Walk-Around Pay

Two (2) bargaining unit employees, one from Operations and one from Maintenance, designated by the Union Committee may accompany the Company Representative and OSHA Inspector without loss of pay for such time spent during a legitimate inspection within the Refinery.

Commented [KJ78]: TA - UNION 65

Section 14.9 Housekeeping

Each employee is expected to maintain cleanliness in their work area and it will be the responsibility of the Maintenance Department to clean up after their jobs.

Regular housekeeping chores in the operating units will include emptying of waste baskets and ash trays, changing rugs, cleaning sinks, washing dishes, sweeping, mopping and buffing floors, washing windows and changing supplies in the bathrooms.

Section 14.10 Boiler Operator

(a) 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.

(b) There will be up to 4 Back-Up Boiler Operators. These jobs will be bid on by crude unit operators by seniority. The back-up boiler operators will remain qualified to run the boiler. In the event that there are multiple boiler operator vacancies, a back-up boiler operator will fill one of the vacancies.

Commented [KJ79]: UNION - REVISED

Section 14.11 Job Completion

Any Operations employee assigned a job that results in overtime must remain on that job until properly relieved. A reasonable effort will be made to replace any employee who does not want to work the overtime.

Section 14.12 Work Assignment

a. General Provisions

1. To remain current on all outside jobs, each employee will be required to work each outside job. The rotation frequency will be uniform throughout all of Operations. Blending, Loading, Lab, and WWTP will be exempt from the requirement for working all outside jobs. They shall be qualified and required to work 2 of the 3 areas.
2. The Operations Department is divided into 7 Areas: FCC, Crude, North Reformer, South Reformer, Blending, WWTP/Loading and the Lab. The FCC, Crude, Reformer, and Blending Areas consist of four crews, which are Crew 1, Crew 2, Crew 3 and Crew 4. A crew is a group of employees that work together in the same area. There are three classifications within a crew. The crews rotate together through the work schedule and rotate between the jobs in the Area using the current 12-hour shift schedule.
3. Any field or utility operator who fails to qualify initially in each outside job will be given two additional opportunities within two weeks to qualify. If after the third attempt, the field or utility operator still fails to qualify, then they will be terminated. Training and testing methodology will be standardized for each Area and is subject to the grievance and arbitration process.

Commented [KJ80]: Union 66

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.
3. Field Operators - Each Field Operator will rotate through each field job in that specific crew.
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 only remain qualified in one area at a time. They will be trained on one or two jobs in the refinery. may be reassigned to other areas at management's discretion as staffing needs dictate beginning with the least senior.
5. Reformer Maintenance Coordinator - Below are the Roles and Responsibilities of the Maintenance Coordinator. These are expected to be the primary responsibilities:
 - a. Assist with verifying that all equipment required for service is correctly prepared and LOTO'd prior to the start of the maintenance work day.
 - b. Attend the daily maintenance coordinating meeting if possible
 - c. Attend the weekly "3 week" maintenance look ahead schedule meeting
 - d. Develop and maintain LOTO and blind lists for common pieces of equipment (i.e. pumps, compressors, and exchangers) and assist process specialist.
 - e. Ensure that proper notification has been made for the first start work orders that are not ready.
 - f. Assist with permit writing and mid-shift gas checks as needed.

Commented [KJ81]: COMPANY 14

- g. Follow maintenance Holiday schedule and work hours.
 - h. Assist with equipment preparation for the following day's maintenance schedule.
 - i. Report to Reformer Area Shift Foremen,
 - j. The coordinator will receive "awareness level" training on all process units in the Reformer Areas (north and south).
 - k. The Company Representative will determine what if any operating positions the Coordinator will be qualified or allowed to maintain qualification for.
- c. The Company Representative's intent is to keep the Operations department fully staffed. The Refinery will maintain no more than **twenty-four (24)** Utility Operators.
- 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.
- e. Operations Department 1. Blending Area
- a. The blending area classifications are: Vacancy Relief Operator, Console Operator, Pumpers, 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. The Blending Console Operator will rotate with the Pumpers 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 classification.
 - e. Pumpers - Each Pumper will qualify on jobs per the qualification matrix at

Commented [KJ82]: Union 67 - WITHDRAWN

Commented [KJ83]: TA - UNION 68

Appendix A. 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 Operator

- 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.~~

WWTP operator is the top classification within the WWTP/Loader group. WWTP jobs will be bid on by seniority from the loader group. Temporary WWTP vacancies will be covered following CBA vacancy language, with the most Sr. qualified loader on shift moving to WWTP. WWTP operators primary job will be to run the WWTP, but they will be trained and qualified on all Heavy Oil jobs.

Commented [KJ84]: UNION 69

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.~~

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.

Commented [KJ85]: UNION 70 - REVISED

4. Lab Area

- a. Lab Technicians will be required to perform all duties/tests for which they are qualified and the employer deems appropriate for their classification without impacting schedule or pay.
- b. Further, Relief Lab Techs may be assigned wherever there is a vacancy regardless of crew only if there are no vacancies in their assigned groups.
- c. Overtime will be filled by following the current 8-hour procedure.

Commented [KJ86]: UNION 71 - Withdrawn

Section 14.13 Performance Expectations

- a. Operating employees will be expected to perform any work within their operating

area and skill level. Work not to be performed without assistance from skilled employees would be as follows: pull, rebuild, and reassemble pumps; overhaul compressors, install large bore pipe that is over three inches (3") in diameter and three feet (3') in length, set major pieces of equipment and any electrical work requiring a journeyman electrician's license.

Commented [KJ87]: UNION 72 - Withdrawn

- b. Maintenance employees will be expected to perform any work they are qualified and capable of performing. Work not to be performed by employees without the proper qualifications would be as follows: work requiring a license and work requiring special certification.
- c. Loaders will be expected to perform any work within their skills and capabilities. These employees will not be moved up to any of the following classifications: Mechanic, Electrician, Mechanic in Training, Crane Operator, or Fire Equipment Mechanic as indicated on the progression chart. These employees will not be assigned to assist or perform the following work: pull, rebuild and re-assemble pumps; overhaul compressors; install large bore pipe that is over three inches (3") in diameter and three feet (3') in length; set major pieces of equipment and any electrical work requiring a journeyman electrician license. The Employer reserves the right to fill the loading department jobs that have idle time by assigning the employees to jobs they are qualified to perform.
- d. It is recognized that operating employees have primary responsibility for operating the units. They may not be as skilled or efficient as Maintenance Mechanics and will not be held to the same standard.
- e. Barge loading will be conducted by any qualified Maintenance individual, except Electricians, per United States Coast Guard regulations.
- f. The initial Equipment Operator jobs, vacuum truck operator and crane operator, will be bid department wide by seniority.

Commented [KJ88]: TA - UNION 73 as modified

Commented [KJ89]: UNION 74 - withdrawn

Section 14.14 Work Related Accidental Death

A benefit of \$500,000 will be paid for a work related accidental death, which occurs as a direct result of an accident while at work. This benefit will be paid in addition to any existing Employer or statutory benefits.

Section 14.15 Maintenance Bidding

Employees that do not hold a- bid in the Maintenance department will perform work according to the rules outlined in Section 14.13 a. and c.

Section 14.16

Qualifications for Maintenance Department positions shall be determined by the Company Representative. At minimum, qualified candidates will have at least three years relevant craft experience and certifications/licenses acquired in the five years prior to assuming the position. In addition, candidates will be required to successfully pass a competency assessment.

- a. Any person who accepts a position in Maintenance, whether by bid or direct hire, shall be hired as a Mechanic Welder-in -Training, Electrician-In-Training, General Mechanic-In-Training, or Rotating Mechanic-In-Training. Employees in the

aforementioned positions will be required to complete the Maintenance qualification training program as determined by the Company Representative.

- b. After successful completion of the training program or 15 months, whichever comes first, the Rotating Equipment Mechanic- in-Training or General Mechanic-in-Training will be paid per the contract schedule. After successful completion of the training program or 24 months, whichever comes first, the Electrician-in-Training or the Welder-in-Training will be paid per the contract schedule.
- c. At any time during this program, employees who bid into Maintenance will return to their previous position if they are not making progress satisfactory to the Employer toward qualification as a Rotating Equipment Mechanic General Mechanic, Mechanic Welder or Electrician. Alternatively, any direct hires who are not making satisfactory progress toward qualification will be dismissed.

Section 14.17 Subdermal Implants

Employer will not require employees to implant a sub-dermal GPS tracking device.

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.

Commented [KJ90]: UNION - REVISED

Section 14.19 Material Handler Breaks

- a. All Material Handlers shall be allowed to take their breaks and lunches at the same time.
- b. At least one Material Handler will be on-call to receive and issue materials during breaks and lunches.
- c. Material Handlers who respond to a receiving material or issuing material call during their paid breaks or lunch should make up time once they have completed the call (e.g., an employee who is on break from 9:30 am to 9:45 am responds to a receiving call from 9:35 am to 9:55 am, the employee should then take 10 minutes off from 9:55 am to 10:05 am).

e-d. The Company will maintain the current number of Material Handlers and will post for vacancies to be filled with Maintenance personnel by seniority, not subcontractors.

Commented [KJ91]: UNION 75

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.

Commented [KJ92]: UNION 76 - Withdrawn

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.

ARTICLE 15 SENIORITY AND PROGRESSION

Seniority rights as herein defined shall prevail:

Section 15.1

A list of regular employees, in order of their seniority, shall be updated monthly and posted electronically by the Employer.

Section 15.2

Employees hired on a regular full-time basis shall serve a probationary period of two-hundred ten (210) calendar days. Any dismissal before the completion of the probationary period will be without recourse. After two-hundred ten (210) calendar days of employment, the regular employee will be placed on the seniority list, with seniority to start from the first day of employment.

Section 15.3 Reduction in Force, Layoff

- a. In the event of necessity for a reduction of force, layoffs will be made in the order of Plant seniority, and additions to the force shall be made in reverse order, likewise in the filling of vacancies seniority shall prevail. On all such occasions, the employees must prove themselves capable of filling the position.
- b. Employees whose job classifications are permanently eliminated as a result of discontinuance of any job shall have the right to bump back in their line of progression to a previously held position they are qualified to perform or must successfully requalify for the position, such movement will continue along the lines of reverse progression, until the employees are moved back to the utility classification.
- c. Any employee unable to requalify for a previously held position in this scenario will be placed in the Utility classification.
- d. Where the employee claims they were entitled to a position as against the person appointed by the Company Representative, any unsettled dispute will be handled through the grievance procedure.
- e. If the employee chooses not to accept a permanent position to which they are entitled by right of seniority and permits another employee with less seniority to accept the position, the employee accepting the position shall be, thereafter, considered as having superior rights in the progression through the Plant because of the additional experience and training which they have received in the

progress through the various jobs as set forth in this Article.

- f. Once an employee has qualified for a permanent job assignment they shall not be subject, within that particular job assignment, to removal for any reason by employees in a lesser assignment.

Permanent progression through the various positions in the Refinery shall be as listed in Appendix A Section 15.4

Any vacancy that is expected to exist for less than six months may be filled by the normal move-up

procedure. That process will be continued through the progression until the opening is in down to the last job. Any opening left in the bottom two positions in the progression may be filled with a Utility, and the bottom position may be filled with a qualified Trainee, and then with overtime.

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 10 calendar days that the position is vacant, **and must be posted as soon as a vacancy occurs.**
- 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.
- d. An employee in a higher classification in the same line of progression who wishes to bid down to a lower job in their area may do so by contacting their Company Representative. The new job assignments will be posted the same as job awards.

Commented [KJ93]: TA - UNION 77 as modified

Commented [KJ94]: UNION 78 - Withdrawn

Commented [KJ95]: UNION - REVISED

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 forty-five (45) days from the date of the job award, or receive pay on the new job beginning on the forty-sixth (46th) 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.~~
- g.f. ~~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 within the progression for a job, Utilities shall be forced by seniority, beginning with the least senior in the progression.
- h.g. 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 .

Commented [KJ96]: TA - UNION 79

Commented [KJ97]: COMPANY 14

Commented [KJ98]: UNION - REVISED

Commented [KJ99]: UNION - REVISED

Commented [KJ100]: UNION 80

Section 15.7

When a Loader job is posted, the successful bidder will be assigned to the schedule number of the Loader they are replacing, however, each year during January the Loaders will be given preference of schedule numbers following the principle of seniority within their own classification.

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. Employees who were forced into a bid shall not be allowed to bid down for 3 years. 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 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 ~~progression pool~~ (unless the bid is to a Boiler House Operator position).
- c. Bids to the Utility Operator ~~progression pool~~ will be posted when a new class of Operators is hired.
- d. Operators bidding into the Utility Operator ~~progression pool~~ will keep their plant seniority among Utility Operators.

Commented [KJ101]: UNION - REVISED

TA - UNION 81

Commented [KJ102]: UNION - REVISED

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.

Commented [KJ103]: UNION - REVISED

Section 15.10 Bidding Down

- a. Operations Department - For permanent vacancies only, employees may bid downward when a vacancy occurs if they have a legitimate reason for so doing. Operations department seniority will prevail on bidding down and must be done in accordance with the progression chart. Employees may only bid down in a progression once during the term of this Agreement. Classification seniority of the successful bidder will be determined by the date the bidder was awarded their original bid into the unit.
- b. Maintenance Department - Employees may bid downward when a vacancy occurs if they have a legitimate reason for so doing. Employees in the Maintenance Department may bid into the General classification once during the term of this Agreement. Maintenance department seniority will prevail on bidding down and must be done in accordance with the progression chart.

Commented [KJ104]: UNION 82 - Withdrawn

Section 15.11

Jobs posted for bid shall include title and required job qualifications. Required qualifications shall be uniform for each classification.

Section 15.12

Qualifications for a Laboratory Technician shall be a college degree in Chemistry or related science.

Section 15.13 Recall Rights

Any regular employee laid off shall retain recall rights, and seniority, for a period of forty-eight months. Any employee on lay-off with recall rights shall be given a notice of recall by registered mail to their last known address, and they shall accept or reject such recall within one (1) week after receipt of such notification and shall report for work within one (1) additional week, or no later than two (2) weeks after receipt of recall notice. Failure

to return to work within these time limits will result in forfeiture of seniority and any future recall rights.

Section 15.14

Any employee moved down in their line of progression on an involuntary basis will bump back affected employees within that unit's progression. The employee or employees bumped from classifications will assume seniority and applicable rate of pay in the classification they are bumped into and will assume that classification's applicable rate of pay after 90 calendar days.

**ARTICLE 16
MILITARY SERVICE**

Section 16.1

It is understood that this Agreement is subject to the rights of employees returning from military service as required by applicable State and Federal Laws, Court Decisions and Regulations of any Government Agency charged with enforcement of such laws. Demotions or reassignments of employees made necessary by such laws and regulations shall not be made the subject of a grievance if otherwise in accordance with the seniority provisions of this Agreement.

Section 16.2

In accordance to the Company Representative's Military Leave of Absence Plan, regular full-time employees who have acquired seniority pursuant to Article 15, Section 15.2, who are serving as members of the United States Military Reserve groups or National Guard units will be granted time off to meet their annual minimum active training requirements. Upon furnishing evidence of attendance at such military encampment and the amount of military pay received, employees will be paid the difference, if any, between their straight-time compensation and military pay, less mileage, and subsistence allowance received.

Commented [KJ105]: UNION 83 - Withdrawn

**ARTICLE 17
DISCIPLINE AND DISCHARGE**

Section 17.1 Discipline

Disciplinary actions (excluding discharge) will be taken within ten calendar days of the employer's knowledge of the event. This time frame will apply except for unique circumstances that would require more than ten days to gather all relevant facts. The Company Representative will give the Union written notice of the delay, which should last no more than 30 days from the date of the initial investigation meeting.

Section 17.2 Discharge

Discharge shall be for just cause. The following offenses will result in discharge on the first offense regardless of past work record and standing in discipline process. Dishonesty, sleeping, possession of drugs or alcohol, possession of guns or other

weapons on Company Representative property, deliberate sabotage or willful destruction of Company Representative or employee property, insubordination (failure to follow a direct work order) and violence resulting in bodily harm. Any employee charged with an offense involving discharge shall be informed of such offense in writing within five (5) calendar days of the employer's knowledge of such offense. In the event the discharge is found unjustified, the arbitrator will have the discretion to award or not award back pay.

Commented [KJ106]: UNION 84 - Withdrawn

Section 17.3 Discipline Letters and Administrative Leave Without Pay Pending Investigation

Letters of a disciplinary nature in an employee's personnel file will be removed when the employee has worked ~~three years~~ two years following the date of the letter. An Employee placed on administrative leave without pay in order to conduct an investigation will be paid for shifts missed in excess of three, unless the investigation extends beyond three shifts for reasons attributable to the employee or Union.

Commented [KJ107]: UNION 85 - REVISED

ARTICLE 18 STEWARDS/COMMITTEE

Section 18.1

The Employer recognizes the right of the Union to designate from among those employees covered by this Agreement a Unit Steward and Union Committee to handle such Union business pertaining to employment conditions at the Employer's place of business and may, from time to time, be delegated to said Shop Steward and Shop Committee.

Section 18.2

The Employer agrees to pay employees serving on the Union Committee for time lost for grievances and negotiations. There shall be a limitation of eight committee members with compensation to be based on straight-time hours lost with a maximum of ten (10) negotiation sessions. During contract negotiations, Committee Members will not be required to report for work on the same day that negotiating meetings are held and must have eight (8) hours off prior to the midnight shift.

Section 18.3

Stewards may attend meetings called by the Union, with Company Representative approval, provided notice is given prior to 1600 on Wednesday the week before the leave. These leaves will be unpaid.

Commented [KJ108]: UNION 86 - Withdrawn

ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE

Section 19.1

Should any controversy arise over the interpretation of and/or the application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such dispute promptly through the following steps:

STEP A: By conference between the aggrieved employee, the Department Steward or both, and the appropriate Company Representative.

STEP B: If the matter is not settled through the foregoing conference, the problem shall promptly be presented to the Employer's Human Resources Office in writing and a conference on the issue shall take place as soon as possible between the Steward and the Company Representative.

STEP C: If the matter is not settled through the conference provided for in Step B, the Union and the Employer shall establish a joint committee, which shall consist of the elected members of the Union Committee and Stewards and the Representatives of the Employer. This Committee shall have the authority to rule on all grievances relating to contract compliance and the decision of the joint committee shall be final and binding on all parties except that in the event of a deadlock, the dispute shall then be arbitrated as provided in Article 19 herein.

STEP D: In the event the last conference outlined in Step C fails to settle the dispute, the Union shall, within thirty (30) days of the date of the Step C meeting, ask it to be taken to arbitration by requesting a panel from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). This panel will be from the FMCS regional pool (North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin and Illinois), and who are members of the National Academy of Arbitrators. The Company Representative will pay for the cost of travel if the arbitrator is selected from a state other than Minnesota. Panels will be struck within ten calendar days of receipt by the parties. The arbitration will then be scheduled within six months.

Commented [KJ109]: UNION 87 - Withdrawn

Section 19.2 Arbitration

- a. The party appealing the grievance to arbitration must comply with the provisions of Step C of the Grievance Procedure outlined in Section 19.1.
- b. When the Union refers the grievance to arbitration, it will send a copy of the written request to the Company Representative before the request is submitted to the Federal Mediation and Conciliation Service or American Arbitration Association for a list of five (5) available arbitrators. The party bringing the matter to arbitration will strike the first name from such list. The other party will strike the second name and strikes will be alternated in like manner thereafter, and the last remaining unstruck nominee will be designated as the arbitrator in the proceedings.
- c. Upon receipt of the panel, either party has the right to request a new panel (one time per arbitration) for any reason and designate AAA or FMCS for that new panel). The party requesting the new panel will pay the costs involved in obtaining the new panel.

Section 19.3

The arbitrator will consider only the grievance appealed to him/her pursuant to the provisions of Step C of the Grievance Procedure. The arbitrator will not have the power to add to, subtract from, or modify any of the terms of this Agreement.

Section 19.4

Awards in settlement of grievances may or may not be retroactive as the circumstances of the case may demand but in no event may any award be retroactive beyond the date on which the incident giving rise to the grievance occurred.

Section 19.5

The decision of the arbitrator will be final and binding on both the Employer and the Union.

Section 19.6

The expenses of arbitration will be shared equally by the Employer and the Union, provided, however, that the parties must individually bear the costs involved in providing the attendance of witnesses or counsel which they may deem necessary to their presentation of the case.

Section 19.7

Should either party to an arbitration refuse to comply with the selection, and the process of an arbitration, within thirty (30) days following the date of request in writing for a list of arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association as outlined in Section 19.2 (b) above, said party shall forfeit by default their position in the pending grievance.

Section 19.8

Grievances must be taken up promptly, and no grievance shall be considered or discussed which is presented later than ten (10) calendar days after knowledge; five (5) calendar days in case of discharge.

Section 19.9

In the event the Employer violates the provisions of the terms of this Agreement relating to seniority rights, wages, hours of work, overtime differentials, vacations, or any other provisions of this Agreement, such violation shall be subject to the Grievance Procedures herein. In the event it is found that an injustice has been done to any employee, they shall be compensated at the regular or overtime rates of pay as outlined in this Agreement.

Section 19.10

The Employer shall maintain a record of grievance meetings and supply copies of the record to the Union Committee.

**ARTICLE 20
LEAVE OF ABSENCE**

Section 20.1

Leaves of absence not to exceed ninety (90) days may be granted by mutual agreement of the parties hereto. Renewals of leaves of absence may be granted up to a maximum of an additional ninety (90) days by mutual consent of both parties. Any request for leave

of absence must be in writing to the Employer and shall state the reasons for same, and a copy of said request shall be deposited with the Union. Any employee on leave of absence must give the Employer a notice in writing one (1) week before returning to work in order to retain seniority rights. Any employee falsifying their reasons for a leave of absence or any employee failing to return to work at the expiration of their leave of absence shall lose their seniority rights and be considered as terminated. If a leave of absence is granted, the Employer will notify the employee and the Union in writing calling attention to required one (1) weeks' notice prior to return. Employees absent because of illness or injury will retain their seniority rights.

Section 20.2

The Employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying the length of time off. The Union agrees in making its request for time off for Union activities that due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Commented [KJ110]: UNION 88 - Withdrawn

**ARTICLE 2-1
COMPANY REPRESENTATIVE MEETINGS**

Section 21.1

The Employer agrees not to hold sales or shop meetings on the employee's time. In the event of such meetings, the Employer agrees to pay employees at the prevailing rate due the employee if they were engaged in their regular occupation at this time.

**ARTICLE 22
SAFETY**

Section 22.1

The Employer shall furnish a safety manual to all employees covered by this Agreement

Section 22.2

Should any employee be of the opinion that an unsafe condition exists, it shall be their obligation to immediately inform their Company Representative of such fact and to that end the Employer will examine the facts so as to determine the safety factors and whether the job should proceed:

**ARTICLE 23
UNION VISITATION**

Section 23.1

Authorized representatives of the Union shall have access to the employer's establishment during working hours when such visits are necessary, provided such Union Representative notifies the Human Resources Department. Union Representative may not normally hold large group meetings on site (limit to five or less employees), must be escorted by a Union Steward, and time spent in the plant must not normally exceed three (3) hours.

ARTICLE 24 MINIMUM STANDARDS

Section 24.1

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 25 NO STRIKE OR LOCKOUT

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 or 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 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.

Section 25.2

The Local Union agrees that it will not authorize, sanction, finance or ratify a strike, work stoppage, interruption or impeding of work during the term of this Agreement, so long as the Employer is complying with its terms; and in the event that it is claimed that the Employer has in any respect violated any of the agreements herein contained, no strike shall be called unless after negotiation and arbitration as herein provided the Employer fails to properly conform to the decision.

Section 25.3

In the event that an unauthorized strike, work stoppage, interruption or impeding of work occurs during the term hereof, the Local Union will actively cooperate with the Employer for the purpose of ending such strike, work stoppage, interruption or impeding of work; and among other things if the Employer requests, the Union will promptly compel, to the extent legally possible, the employees who are engaged therein to return to work and any unauthorized picket line established by such employees, dissolved and disbanded.

**ARTICLE 26
NON-DISCRIMINATION**

Section 26.1

The Employer and the Union agree to continue to adhere to the established policy of non- discrimination and equal employment opportunity without regard to race, color, religion, sex, age, national origin, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era. It is agreed that any use of the masculine pronoun in this Agreement shall be considered generic and shall be interpreted to mean both the male and female gender .

**ARTICLE 27
SEVERANCE ALLOWANCE**

Section 27.1

All regular full-time employees whose services are terminated due to involuntary layoff because of reduction of force or plant closure shall be granted severance allowance at their regular straight-time rate of pay, one (1) week for each completed year of service up to a maximum of fifteen (15) weeks.

**ARTICLE 28
MANAGEMENT RIGHTS**

Section 28.1

Management of the facility, operations and work force covered by this agreement are vested exclusively in the Employer and except as limited by specific provisions of this Agreement. The Employer shall have the right to establish reasonable rules pertaining to the operations of the facility and permissible conduct of employees, subject to the grievance and arbitration process.

**Article 29
ABSENTEEISM POLICY**

Section 29.1

Definition: An absentee incident is defined as any absence for ANY reason from the scheduled time and place of work.

Section 29.2

Exceptions: Jury Duty, Military Duty, lost-time accidents, death in family (as described in the current labor agreement), will not be counted as absentee incidents. Also, employees summoned to court appearances as the result of an official court subpoena will be excused without pay. A copy of the subpoena must be furnished to a designated Company Representative.

Section 29.3 Notification

- a. All absences must be properly reported to a Company Representative.
 - 1. The Company Representative must be notified by the employee by phone or personally giving reasonable notice considering the circumstances. A specific reason should be stated{"personal" is not specific enough for excuse) and a specific date or time of return.
 - 2. If a specific return date or time is not known, as may be the case, the employee must give a date or time when they will call with further information ("until further notice" is not acceptable).
- b. Absences not reported properly will be considered as "no shows". A no show is any absence, except for emergencies or for reasons which the employee has no advance knowledge, which is not reported at least eight (8) hours prior to start of shift. In the case of emergencies, or when the employee has no advance knowledge, the absence will be considered a "no show" unless reported one (1) hour before the start of scheduled shift.
- c. Absences of two or more consecutive workdays without notification may result in automatic termination.

Section 29.4 Disciplinary Procedures

- a. When an employee's absence incidents reach an excessive number, they will receive a verbal warning from Management. The warning will serve the purpose of determining any problems causing absence and to warn that further incidents may cause disciplinary action.
- b. All absence incidents unless excluded by Contract will be used to determine disciplinary action.
- c. The normal disciplinary procedure is: verbal warning, written warning, suspension without pay, and termination.
- d. A no show absence may result in an automatic written warning. If an employee is already in the discipline procedure, a no show may result in an automatic jump to the next disciplinary step.
- e. Absences before or after holidays and vacations may result in the employee receiving a verbal warning for the first occurrence, if he/she has a good record. The discipline procedure will apply for succeeding occurrences. If an employee is already in the discipline procedure, such an absence may result in an automatic jump to the next disciplinary step.

Section 29.5

The above statements are of a general nature and may be changed by the Company Representative from time to time. They will be applied as consistently as possible, depending on individual circumstances. The Company Representative will consider making allowances in the case involving serious illnesses or disabilities.

Section 29.6 Absentee Control Disciplinary Procedure Employees will receive points based on the following:

Incident	Points
Late arrive/Early leave	1

Sick/Dental	2
Failure to Report-off before shift start	4
Failure to Report-off (no-show)	6

Step 1:

Verbal Warning - with six (6) months' probation

- Triggered by 10 points in twelve (12) months

Step 2:

Written Warning - with six (6) months' probation

- After verbal warning,
- Triggered by 6 points in six (6) months

Step 3:

Suspension - with six (6) months' probation

- After written warning
- Triggered by 6 points in six (6) months

Step 4:

Termination

- After suspension
- Triggered by 6 points in six (6) months

An employee in Step 1, 2 or 3 who completes the next six (6) Months with less Than six (6) points, will drop back to the next lowest step; i.e., Step 3 to Step 2, Step 2 to Step 1, and Step 1 out of the program.

Incidents will be classified based on the following definitions:

1. "Late arrive/Early leave" is defined as: arriving at work after the start of an employee's scheduled work shift and/or leaving work before the end of an employee's scheduled work shift. Notice of late arrival must be reported at least one (1) hour before the start of scheduled shift, except in case of emergencies or when the employee has no advance knowledge. Notice of late arrival not reported at least one (1) hour prior to the start of scheduled shift will result in the employee receiving an additional attendance point.
2. "Sick/Dental" is defined as: anytime an employee fails to work his/her scheduled work hours as a result of illness or injury, attend a doctor's appointment, or attend a dental appointment. Notice of personal illness must be reported at least one (1) hour before the start of scheduled shift as outlined in Section 29.3. Absences for a doctor's appointment and/or dental appointment that cannot be scheduled outside of the employee's scheduled work hours must be approved in advance by the employee's supervisor. Multi-day absences due to the same illness or injury will be treated as a single incident. The Company reserves the right to request

- documentation verifying the absences were for the same incident.
3. "Failure to Report-off before shift start" is defined as: an employee's failure to notify the Company at least (1) hour before the start of his/her scheduled work hours that he/she will miss their entire scheduled work shift, except in case of emergencies or when the employee has no advance knowledge.
 4. "Failure to report-off (no-show)" is defined as: an employee's total failure to notify the Company that he or she will miss their entire scheduled work shift.

Commented [KJ111]: TA – COMPANY 4

Article 30 STANDARD TRAINING GUIDE

Section 30.1 General Requirements

- a. Training should be planned and conducted to minimize overtime.
- b. Preference should be given to train the most senior employee first on field jobs or the console when possible.
- c. For Standby Days that are not switched by the Operator or when a Relief Operator is not available, training will be scheduled around these Standby Days. The employee must volunteer to train on Standby Days.
- d. The Company Representative will approve the trainer (either a volunteer or appoint one on shift if no volunteer) they believe has the skill set to deliver the initial training and OJT material which includes POV, PST, JST, and Operating Procedures.
- e. Preference for the OJT would be someone on the respective Trainee's crew. However, if deemed necessary, the Company Representative may assign the OJT to a different crew.
- f. Trainee will be released for OJT upon scoring 85% or better on all tests {POV, PST, & Operator Qualification Walkthrough}.
- g. OJT should include a combination of both Day and Night Shifts.
- h. All certification documents will be signed by Trainer and Trainee upon completion of training and must be turned in to the Company Representative prior to working the job.
- i. When additional training is requested by Trainee, Trainer or Company Representative then the Company Representative will meet with the Trainee to discuss additional training and formulate a new training plan.
- j. Short disruptions in the initial training or OJT may occur due to refinery emergencies, unplanned manpower absences or Holidays.

Section 30.2 Minimum training

The Company and the Union agree to establish a joint Company/Union Working Group to review and to mutually agree to Operator Training Guidelines for initial operator certification for field and console operators.

Article 31 ADVANCED ROTATING EQUIPMENT MECHANIC

Section 31.1

Employees in the Rotating Equipment Mechanics classification, as of December 15, 2009, shall be qualified to move into the Advanced Rotating Equipment Mechanic classification after five years working as a Rotating Equipment Mechanic for the Company. All future Rotating Equipment Mechanics, after December 15, 2009, may obtain this advanced classification after receiving a Company Representative administered and approved Machinist and Utility Weld certification (e.g. Flat Plate SMAWCS test). Welding work performed by this classification of employees would be minor, incidental ,i.e., limited to work associated with tasks Rotating Equipment Mechanics perform.

The Company Representative will make onsite and Welding training available for Rotating Equipment Mechanics, hired before December 9, 2009 who wants to move into the Advanced Rotating Equipment Mechanic classification. This training will be voluntary for the trainers and the trainees. Both the trainers and trainees will be paid for time worked in accordance with the parties Collective Bargaining Agreement. If trainers are not available, the Company Representative reserves the right to bring in a trainer from the outside.

**ARTICLE 32
DURATION**

Section 32.1

This Agreement shall be in effect from January 1, ~~2017-2021~~ through December 31, ~~2020-2024~~, 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.

Commented [KJ112]: UNION 89 - REVISED

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	Note 1	Qualified	Primary			
Pumper LPG	Note 1	Note 1			Primary		Qualified
WWTP	Note 1	Note 1				"	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.

LOADING

Position	WWTP	Asphalt	LPG	Loader Relief	Rail
<u>Training</u>					
<u>WWTP</u>	X	X			
<u>Heavy Oil/ Sulfur Truck</u>	X	X	X	X	X
<u>Heavy Oil</u>					
<u>Rail</u>	X	X	X	X	X
<u>LPG Truck & Rail</u>			X	X	X

Commented [KJ113]: UNION 90

Appendix B Lab Progression

	A Duties	B Duties	C Duties	Relief
Tech 3	Primary	Qualified	Qualified	
Tech 2	Qualified	Primary	Qualified	
Tech 1	Qualified	Qualified	Primary	Qualified
Relief		Qualified	Qualified	Primary

Commented [KJ114]: UNION 91

Bids for position Tech 3, Tech 2 and Tech 1. Initial bidding will be limited to bids to positions which the individual is already qualified. Bidding down will not be allowed during the initial bidding process. If a bid is open and no one in the classification below takes bid, it will force bottom qualified in classification below.

Seniority will be based on lab hire date for purposes of forcing. Testing duties can be moved, changed, altered, modified, added, removed, etc. as deemed appropriate by management. Techs can be rotated into primary and qualified duties as deemed appropriate by management at any time without regard to pay claims or work assignment claims. Techs can be asked to perform any test or task at any point in time they are trained and qualified on. It is expected that Techs and Reliefs will assist in primary and qualified areas to ensure shift testing is completed. Timing for training of qualified positions is at the sole discretion of management.

Commented [KJ115]: UNION 92 - Withdrawn

Letter of Understanding Standby Suspension

For the duration of the Collective Bargaining Agreement entered into effective January 1, 2017, it is agreed that the effect of all standby language and provisions contained in the Collective Bargaining Agreement, including but not limited to Article 2, Section 2.4c of the Agreement, shall be suspended in accordance with the time periods discussed below, provided that the following conditions are and remain met:

1. There shall be no more than 2 incidents per Area that causes one or more shifts of 18 hours or longer to be worked, or causes a shift to go unfilled, during a rolling 6 month period. A rolling 6 month period is defined as a period of 6 consecutive months determined on a rolling basis with a new 6 month period beginning on the date an 18 hour or unfilled shift occurs.
2. If the above condition is violated, the suspension of standby, as set forth herein, will be lifted immediately for any and all affected Areas and thus the process of standby, as outlined in Article 2, Section 2.4.c of Agreement, will be instantly reinstated for any and all affected Areas for a six month period or until such time as the parties mutually agree to re-suspend standby (whichever is sooner).
3. As used herein, the term "Area" refers to any of the following: Crude Area, FCCU Area, Reformer Area North, Reformer Area South, Blending Area, WWTP/Loading, and Lab.
4. It is understood that if any incidents where one or more shifts of 18 hours or longer occurs because the Company has failed to follow the procedures set forth in Article 2, Section 2.4 of the Agreement, such incidents shall not count for purposes of reinstating Standby under this Extension.

Notwithstanding anything discussed above, Employer will maintain a standby list of employees and will update the list so that it remains ready to implement. This Letter of Understanding may also be terminated by either party to assure compliance with applicable industry standards regarding worker fatigue upon 30 days written notice to the other.

**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.
2. All operators in the in the Crude Area, including but not limited to those working in the SDA, will be paid in accordance with the applicable rate of pay listed in Article 3.1of the collective bargaining agreement.
3. All pending grievances and unfair labor practices regarding this matter, including but not limited to grievance numbered 16-14865 and unfair labor practice charge numbered 18-CA-181836,will be withdrawn and deemed resolved with no further relief or payment to any party or person. All other bargaining proposals on this topic and the terms of the modification to the Crude and Boiler Areas first communicated by the Company on June 30,2016, will have no further force or effect after the contract containing this proposal becomes effective.
4. A copy of this proposal, in the format as agreed upon, will be attached to the final 2017-2020 collective bargaining agreement as a letter of understanding. Until the effective date of that collective bargaining agreement has been reached, the terms of the Company's proposal dated June 30, 2016 will remain in full force and effect, and this Proposal (Company 2) shall not be used for any other purpose or in any proceeding, including but not limited to any grievance, arbitration or unfair labor practice matter.

Letter of Understanding: AMNESTY

The parties agree that each will grant full amnesty to the other for any and all alleged acts of misconduct occurring during the labor dispute preceding ratification of this agreement.

All legal actions taken by either party related to negotiations or the labor dispute will be withdrawn. Both parties agree to discourage any third-party actions alleging misconduct, tort, interference with business or contract, or any similar matter, during the labor dispute. This paragraph shall not apply to purely internal affairs of the labor organization.

The Company further agrees to full amnesty for all participants in the labor dispute and agrees to reinstate all employees discharged or disciplined for misconduct related to the labor dispute regardless of the reason given therefor. All employees terminated or disciplined between midnight on December 31, 2020 and the date of ratification will be reinstated to their previous position with full seniority as if they had never been terminated or disciplined no later than the first working day after ratification. Following ratification, the Company shall not take any further or additional action against any employee who participated in the labor dispute regardless of the reason given for such action.

All grievances filed between midnight on December 31, 2020 and the date of ratification shall be deemed timely filed, procedurally properly filed, and arbitrable, and the Company will agree to arbitrate any or all such cases upon demand by the Union without raising technical or procedural defenses.