

AGREEMENT

Between

THE EL PASO REFINERY

of

CHEVRON OIL COMPANY

WESTERN DIVISION

doing business as

STANDARD OIL COMPANY OF TEXAS

and

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL NO. 826

(AFL-CIO)

EL PASO, TEXAS

EFFECTIVE APRIL 1, 1967

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AGREEMENT

Between

CHEVRON OIL COMPANY

d/b/a

STANDARD OIL COMPANY OF TEXAS

and

INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL NO. 826

El Paso, Texas

This AGREEMENT is made and entered into this March 29, 1967, between Chevron Oil Company, d/b/a Standard Oil Company of Texas, with a refinery at El Paso, Texas, herein referred to as the "Company," and Local No. 826, International Union of Operating Engineers, AFL-CIO, herein referred to as the "Union." This Agreement shall be considered to be the entire Agreement between the parties, and no Agreement which predates this Agreement shall have any other force or effect.

WITNESSTH:

RECOGNITION OF UNION

The Company recognizes the Union as exclusive representatives, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, of employees in the Maintenance, Operating, Laboratory and Filling

and Shipping Divisions of the Company's El Paso Refinery for whom the Union was certified as the collective bargaining representative in the National Labor Relations Board certifications dated May 7, 1943 (Case No. 16-R-629), August 31, 1953 (Case No. 33-RC-453) and December 8, 1966 (28-AC-2), subject to and in accordance with the provisions of the National Labor Relations Act, amended by the Labor Management Act.

ARTICLE I

PERIOD OF AGREEMENT AND WAGE CLAUSE NEGOTIATIONS

A. 1. This Agreement shall be effective as of 12:01 a.m., April 1, 1967 and shall continue in full force and effect for two (2) years from such date and shall renew from year to year thereafter unless either party hereto shall give written notice to the other at least sixty (60) days but not more than ninety (90) days prior to an anniversary date of its desire to modify, amend or terminate this Agreement. Any such notice to modify or amend the Agreement shall contain the specific articles and subdivisions thereof to be discussed. If notice to modify or amend is given, the Agreement shall remain in effect during negotiations except that if agreement is not reached during negotiations within the sixty (60) day period prior to the anniversary date or thereafter if negotiations continue beyond the anniversary date, either party may give thirty (30) days' written notice to the other of its desire to terminate

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this Agreement. This Agreement will then terminate at the expiration of said thirty (30) unless the parties hereto, by mutual agreement extend this Agreement beyond the above termination date for a specific period for the continuance of negotiations.

2. It is agreed that on or after February 1, 1968, either party may open this Agreement for the sole purpose of negotiating a Formal Operating Training Program. If agreement is not reached within sixty (60) days after this re-opening, then this Agreement shall terminate as of the end of the sixty (60) day period unless by mutual consent the parties agree to an extension for the purpose of continuing negotiations.

B. It is recognized, however, by the parties that during the term of this Agreement it may become desirable to discuss wage rates in general (as set forth in Exhibit A) and hours and days of work (Article II. C.). For these purposes only, each party may open once upon written notice to the other, at least sixty (60) days, but not more than ninety (90) days, prior to January 1, 1969, and, once each contract year thereafter, to bargain on revisions in the light of conditions then existing. If Agreement is not reached by January 1, 1969, either party may give thirty (30) days' written notice of its desire to terminate this Agreement in which case the Agreement shall terminate as of the end of such thirty (30) day period unless by mutual consent the parties agree to an extension for the purpose of continuing negotiations.

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ARTICLE II
WORK DAY, WORK WEEK AND
WORK SCHEDULES

A. The established work week shall consist of seven (7) consecutive twenty-four (24) hour periods beginning with the No. 1 Shift Monday. The Monday No. 1 Shift is that shift which begins 11:00 p.m. Sunday for shift workers and 12:01 a.m. Monday for day workers.

B. 1. A work day is twenty-four (24) consecutive hours beginning at the same time each day. The first work day begins at the time the established work week begins, and the seventh work day ends at the time the established work week ends.

2. Normally, but not exclusively, the regular shift for day workers will be eight (8) consecutive hours, exclusive of an unpaid lunch period, between 6:00 a.m. and 6:00 p.m. as contrasted to shift workers who regularly work No. 1 Shift (11:00 p.m. to 7:00 a.m.), No. 2 Shift (7:00 a.m. to 3:00 p.m.) and No. 3 Shift (3:00 p.m. to 11:00 p.m.).

3. Day workers working a scheduled shift starting or ending outside of the hours of 6:00 a.m. to 6:00 p.m. shall be allowed a twenty (20) minute paid lunch period on the job site.

4. The unpaid lunch period for day workers will be from 12:00 noon to 12:30 p.m.,

when consistent with the work on hand. When an employee is required to work through his regular lunch period he shall be provided a different unpaid lunch period which shall be no more than one (1) hour earlier or later than the established lunch period. In addition, the Company shall allow a five (5) minute paid period prior to the lunch period for day workers to stop work, clean up, and travel to the lunch area.

C. 1. Employees are expected to be available for shift work and overtime. Work schedules specify the days in the work week and hours in the work day during which employees are to work. Each weekly work schedule consists of eight (8) consecutive hours, exclusive of unpaid lunch periods, on each of five (5) work days totaling forty (40) hours of work at the straight time rate within each work week with two (2) consecutive days off. Such schedules do not guarantee or limit the hours of work. The Company will post each employee's assignment to the weekly work schedule as far in advance as practicable consistent with work requirements. Notification of changes in the employee's work assignment will be posted as far in advance as practicable. Employees will review their work assignment before leaving the plant each work day.

2. Maintenance Division work schedules will include two (2) consecutive days off. However, in periods of shutdowns, work schedules may include split days off for those employees assigned to work in the Maintenance Division. The method of scheduling split days

off will be to combine one (1) of the days off with two (2) consecutive days off in an adjacent week.

ARTICLE III

WAGE RATES, OVERTIME AND OTHER PREMIUM PAY

A. Wage Rates, Exhibits, Shift Differentials

1. The wage rate classifications and present job titles applicable thereto are attached and made part hereof as Exhibit A. Employees will be paid for time worked in each classification to which assigned at not less than the job rate for the work performed, except for Helpers in the Maintenance Division who may be assigned work also performed by Mechanics.

2. a. Where an employee of an Operating Division works in two classifications in one (1) day, and works less than half ($\frac{1}{2}$) a day in the classification carrying a higher rate than the classification in which he works the balance of the day, he shall be paid for one-half ($\frac{1}{2}$) a day at the higher rate and the other half ($\frac{1}{2}$) day at the lower rate. If he works one-half ($\frac{1}{2}$) day or more in the classification carrying the higher rate of pay than in the classification in which the balance of the day is worked, he will be paid a full day at the higher rate.

b. When during a shift an Operating Division employee is called upon to relieve a man in a lower classification, he will not be reduced in pay in cases where he might otherwise have continued to work at the higher pay.

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B. Overtime and Other Premium Pay

1. General — No more than one overtime or premium pay provision in this Agreement shall be applied to the same hours worked; however, the provision which results in the highest pay shall govern.

2. All work performed in excess of eight (8) hours in any work day, or forty (40) hours in the established work week shall be paid for at the overtime rate of one and one-half ($1\frac{1}{2}$) times the straight-time rate. For the purpose of determining time worked in excess of forty (40) hours in the established work week, the following shall count as time worked:

a. Scheduled work time lost on account of jury duty.

b. Scheduled work time off with full pay on account of sickness or holiday.

c. Scheduled work time off on account of leave of absence with pay.

3. One and one-half ($1\frac{1}{2}$) times the straight-time rate shall be paid for the hours worked under the following conditions:

a. Time worked in excess of eight (8) hours in any twenty-four (24) hour period, beginning at the time the employee begins work other than overtime as defined in III. B. 2. or double time as defined in III. B. 5.

b. When employees are scheduled to work a shift which may extend from one work day into the next, the employee involved will be paid at the rate of one and one-half ($1\frac{1}{2}$)

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times the straight-time rate for the hours worked on such employee's first off day, with such off day considered as starting at the beginning of the established work day as covered in Article II. B. 1.

c. For the first shift scheduled to be worked and worked where the scheduled hours of work have been changed as listed below without forty (40) hours' notice prior to the start of the first shift changed.

(1) A change in the scheduled days off.

(2) A change in the scheduled shifts of an Operator who is working on an operating schedule, or a Laboratory employee who is working on the Laboratory schedule; i.e., change from Shift No. 1 to Shift No. 2, etc.

(3) A change of more than one (1) hour in the starting time from the preceding work day, of regular hours of work of a Maintenance and Storehouse Division worker, or of an Operator or Laboratory employee who is working on, going onto, or coming off a Maintenance schedule.

d. Compensation provided in Article III. B. 3. c. (3) above shall not be paid because of:

(1) Consecutive hours worked preceding or following a regular shift.

(2) When an employee changes to a day shift from any other shift.

4. "Call Out" — Any employee who reports for work after he has completed his shift and has left the plant, and before the

start of next regular scheduled shift or on a day off, shall be paid a minimum of four (4) hours pay at his straight-time rate or time and one-half for work performed, whichever is greater.

Call Out — Identification

(1) An employee, while on duty, is requested to report for work and reports for work after completing his shift, but before the start of his next regular scheduled shift, and leaves the plant prior to the start of his next regular scheduled shift.

(2) An employee, after completing his shift and after leaving the plant, is requested to return and returns to the plant before the start of his next regular scheduled shift. It is agreed that the time and one-half rate shall not apply beyond the start of his next regular scheduled shift.

5. Double time rate of two (2) times the straight-time rate shall be paid for:

a. All hours worked in excess of sixteen (16) consecutive hours; i.e., beginning on the 17th consecutive hour.

b. All hours worked on the second day off, where a minimum of four (4) hours on the first off day is also worked, when these off days are consecutive calendar days but not necessarily within the same work week. For the purpose of double-time payment only, both off days will start at the beginning of the established work day as covered in Article II. B.

C. Distribution of Overtime

1. An effort will be made to distribute overtime except to those employees assigned to light duty for health reasons. Overtime in Operations will be worked by qualified employees normally assigned to work in the classification and section in which the overtime occurs. Overtime in Maintenance will be worked by employees qualified for the work. During shutdowns the Company may assign Operating, Laboratory, or Filling and Shipping employees on overtime to supplement the Maintenance force. For the purpose of identification, only the overtime hours worked or offered and refused, as defined under the provisions of Articles III. B. 2., III. B. 4., III. B. 5., will be counted as the basis for the distribution of overtime.

2. Any overtime worked or offered and refused by an employee at less than his basic rate will not be counted in the basis for the distribution of overtime.

D. Overtime Meals

1. The Company will provide a wholesome meal, not to exceed \$1.50 in cost, to each employee at his job location after he has completed more than ten (10) consecutive hours of work (unpaid lunch periods excluded) and after completion of each successive four (4) hours of work thereafter.

2. When the meal is furnished by the Company for Maintenance personnel, a work stop-

page of thirty (30) minutes, at Company expense, will be allowed for eating.

3. An employee may elect to take a meal allowance of \$1.50 instead of a meal if his supervisor offers the employee that option in advance of the time a meal is due.

ARTICLE IV

SENIORITY

A. For the purpose of administering this Article and Article V, seniority shall consist of three (3) types as follows:

1. Refinery seniority, which shall be based on the date of entering the service of the El Paso Refinery.

2. Division seniority, which shall be based on the last date Company assigns an employee permanently to a Division as defined in this Article.

3. Section seniority, which shall be based on the date Company assigns an employee to a definite section as defined in this Article.

B. For the purpose of this Article the recognized Divisions are:

1. Maintenance Division
2. Operating Division
3. Laboratory Division
4. Filling and Shipping Division

C. For the purpose of this Article, the recognized Refinery Sections are:

1. Process Section
2. Tank Field Section
3. Storehouse Section
4. Electrical and Instrument Section
5. Machinist Section
6. Welding, Pipefitting, Boilermaking and Miscellaneous Section

D. No employee may establish or retain Division Seniority in more than one Division nor Section Seniority in more than one Section.

ARTICLE V

PROMOTIONS, DEMOTIONS, LAYOFFS AND REHIRINGS

EXHIBITS:

Attached to and made a part of this Agreement are "Exhibit B — Job Progression Chart, Maintenance Division," "Exhibit C — Job Progression Chart, Operating Division," and "Exhibit D — Job Progression Chart, Filling and Shipping and Laboratory Divisions," showing job classifications and the normal progression and regression paths between the various classifications and groups of classifications. These exhibits are not intended for use in determining the number of basic jobs in these divisions, which are subject to change in accordance with the provisions of Article X.

A. Promotions

1. All promotions to classifications within the bargaining unit except as otherwise provided herein shall be based on seniority and ability. It is the intent to give every employee an opportunity to progress into higher jobs in line with his seniority. It is mutually recognized, however, by the Company and the Union, that ability must be given consideration in all such moves. Thus there may be individuals who, through lack of knowledge, skill or efficiency on the job, are not capable of handling the higher skilled jobs, but who are capable of satisfactorily handling some of the intermediate or lower jobs. When a promotion is made and the employee is not the highest on the seniority list in the next applicable classification, any employee higher in that classification and eligible for consideration for such promotion shall be advised by the Company why he was not selected.

Operating Division.

2. a. Promotions in the Operating Division (OB classification and higher) are made only when a basic job is permanently vacated and is still required, or when a new basic job is created. The number of employees assigned to each classification (OB and higher) is determined by the number of employees needed to fill each basic job in the classification. Except as provided for in Article V.C., once an employee is assigned a position on the seniority list, his name shall continue in the basic classification assigned even though he is ab-

sent for any reason and still retains his seniority. Employees will be arranged in the classification in the order of Operating Division seniority. Those employees assigned to the Operator Pool will be arranged on this list as covered in V. A. 3. in order of Operating Division seniority. Basic jobs (in OB classification and higher) are those which are determined by management to be essential to the anticipated requirement for efficient operation of the plant. The number of basic jobs in each classification may be revised by the Company from time to time to meet changing conditions, and the Union will be kept informed of such changes made in the number of basic jobs in the Operating Division. Swing jobs in all cases are basically classified at the lower of the two swing classifications.

b. All employees currently in the Stocks and Utilities Section and all basic OA's as of the date of signing this Agreement will be given an opportunity to indicate a preference consistent with the employee's basic classification for one of the new Operating Sections (Process or Tank Field). Assignments to these Operating Sections of the employees specified above will be made by the Company in accordance with the requests and in accordance with the employee's Operating Division seniority and ability. Such assignments will be made as soon as practicable consistent with operating requirements.

3. All men hired for operations will be hired at the Helper C rate in the Operator Pool and assigned in order of Operating Division

seniority. This rate will be effective for a period of twenty (20) work days, except in cases where men have become qualified and work an OB job in less than twenty (20) work days. After the initial twenty (20) day work period, he will be advanced to the Helper B classification. After one (1) year of Operating Division seniority he will be advanced to the Helper A classification. The OB rate will be paid for any OB work performed. All men assigned by the Company or transferred to the Operating Division by request will be assigned to the Operator Pool in order of Operating Division seniority. They will be paid at the Helper B rate if they have less than one year of Refinery seniority or at the Helper A rate if they have one year or more of Refinery seniority. After having worked in the OB classification, a man will be paid at his basic rate in the Operator Pool as covered in this section, or at the rate of the classification in which he works, whichever is higher.

4. Promotions to fill basic jobs in the OA classification in the Process Section and Tank Field Section will be made from the OB classification. After accepting a basic assignment of OA in one of the two progressional sections, he will progress only in that section. Employees accepting promotion to OA classification (or higher) in one of the two Operating Sections shall be placed on the Section Seniority List in order of Operating Division seniority. If a man is offered and turns down a basic assignment in the OA classification in the Process Section or the Tank Field Section he shall

not — at a later date — go ahead of the junior man that accepted the job in that classification or higher. If there is a vacancy in the classification at a later date, and he elects to accept it, he will take a position below the last man assigned to fill a basic job in the OA classification and will thereafter advance in that relative position.

5. Temporary vacancies due to illness, leaves of absence, etc., of one (1) to not more than thirty (30) calendar days' duration, and all vacancies due to vacations will be filled as determined by the Company in a manner that will give employees training in equal or higher classifications with the objective of suitably protecting current and future operations and providing opportunities for employees to gain experience in work of the same or higher classifications.

Nothing herein shall require the Company to pay an overtime or penalty rate to fill a temporary vacancy when a qualified employee is available for such work at no or less overtime or penalty pay.

6. In the event of an anticipated vacancy in excess of thirty (30) calendar days in an established basic job due to reasons such as extended illness, leaves of absence or special assignments, assignments to fill such vacancies although not promotions, will be filled in accordance with the same procedure used in making promotions without changing basic classifications. However, none of the provisions in this Article nor in any other of the Articles in this Agreement is intended to ob-

ligate the Company to fill all vacancies in basic jobs whether permanent or temporary, when not required by operating conditions at the time.

7. Schedule changes will be made if necessary to assure that over any thirty (30) day period no junior employee will be assigned to work more shifts in the next higher classification than the senior qualified man in each classification and section. The senior qualified man is that employee qualified to work in the next higher classification, whose name is highest on the seniority list in each classification and section.

8. An Operator who is not promoted according to the Articles of this Agreement, because of his lack of ability, may be retained within his basic classification as long as there is a job that he can handle satisfactorily, but thereafter the Company shall not be required to consider such an employee for promotion to a higher classification, nor shall he be entitled to fill a temporary vacancy in a higher classification. In the event there are no jobs in his basic classification in which he can perform satisfactorily, he will be demoted to a lower classification. This will then become his new basic classification. The above assignments will be made in accordance with seniority provisions.

Maintenance Division

9. In the Maintenance Division, promotions from Helper B to Helper A and from Mechanic B to Mechanic A are to be made solely on the

basis of Maintenance Division seniority and not on the basis of performance of a higher or different classification of work. Helpers B will be promoted to Helpers A upon completion of twelve (12) months of service in the Maintenance Division. Mechanics B will be promoted to Mechanics A upon completion of:

- a. 12 months of service as Mechanic B, and
- b. 60 months of service in the Maintenance Division, including any service as Mechanic B.

10. a. The Company will maintain a minimum of 75% Mechanics A and B plus Senior Mechanics in the permanently assigned work force in the Maintenance Division (excluding Storehouse Section), provided there are employees who are qualified to be Mechanics.

b. Mechanics A will be promoted to Senior Mechanics upon completion of fifteen (15) years' Maintenance Division seniority, providing the number of Senior Mechanics does not exceed 10% of the total number of Mechanics.

11. A Maintenance Division employee will be assigned to a specific Maintenance Division Section (Machinist; Electrical and Instrument; Welding, Pipefitting, Boilermaking, Miscellaneous; Storehouse) as provided in Exhibit B, upon completion of the general portion of the Mechanic Training Program. He will establish Section seniority in the Section assigned. Section assignment as stated here shall not in any way interfere with the Company having an employee do any type of refinery

work that in the Company's judgment he can do safely.

12. Promotions within the Storehouse Section shall be based on seniority and ability. Seniority as used in this section refers to Storehouse Section seniority.

Laboratory Division

13. In the Laboratory, promotions from Technician Helper B to Technician Helper A are to be made solely on the basis of Laboratory Division seniority and not the basis of performance of a higher or different classification of work. Technician Helper B will be promoted to Technician Helper A upon the completion of 12 months of service in the Laboratory. Technician B will be promoted to Technician A upon completion of:

- a. 12 months of service as Technician B, and
- b. 36 months of service in the Laboratory, including any service as Technician B.

14. The Company will maintain a minimum of 60% Technicians of the total of Technicians plus Technician Helpers in the Laboratory Division, provided there are Technician Helpers who are qualified to be Technicians.

Filling and Shipping Division

15. Promotions within the Filling and Shipping Division shall be based on seniority and ability. Seniority as used in this division refers to Filling and Shipping Division seniority.

B. Layoffs and Rehiring

1. Layoffs for lack of work shall be based on refinery seniority. However, the Company may retain a sufficient number of men experienced and qualified to perform the necessary work in each division (Maintenance, Operating, Laboratory and Filling and Shipping) as necessary to permit continued efficient operation.

2. Employees with less than one (1) year's refinery seniority, who are laid off for lack of work, will have seniority protection if rehired within ninety (90) calendar days after the last day worked.

3. Employees with more than one (1) year but less than five (5) years' refinery seniority, who are laid off for lack of work, will have seniority protection if rehired within one hundred eighty (180) calendar days after the last day worked.

4. Employees with more than five (5) years' refinery seniority, who are laid off for lack of work, will have seniority protection if rehired within three hundred sixty five (365) calendar days after the last day worked.

5. Men laid off due to lack of work will be offered re-employment when vacancies arise on the basis of their refinery seniority at the time of layoff, provided the seniority protection period as outlined above has not expired and that they are fully qualified to fill the vacancy.

6. Notice of available positions will be sent to employees on the layoff list by certi-

fied or registered mail, return receipt requested, to the last address left with the Company. An employee will be given five (5) days from the time the notice was received to advise the Company of acceptance and an additional five (5) days to report for work after advising the Company of his availability for work. An employee who fails to notify the Company or fails to report to work within the period specified loses all rights to seniority. The Company may grant an extension of time for an employee to report to work if he notifies the Company of sickness, death, or emergency involving himself or his immediate family within five (5) days of the date of the notice from the Company. Under emergency conditions, temporary employees may be used until former employees on the rehiring list have reported to work.

C. Demotions

Operating Division

1. a. Demotions in the Operating Division (OB classification and higher) are made only when there is a reduction in the number of basic jobs. If the number of basic jobs is decreased the number of employees within the affected classifications (see V. A. 2.) will be decreased accordingly, and demotions will be made according to position on the division seniority list in each classification. Each demoted employee will be placed on the Seniority List at the new classification in accordance with his Operating Division seniority. Employees with one (1) or more years of senior-

ity who are demoted from the OB classification will be placed in the Helper A classification in the Operator Pool (see Exhibit C) in order of division seniority, and those with less than one (1) year of seniority will be placed in the Helper B classification in the Operator Pool in order of division seniority. The seniority lists will reflect these changes.

b. An employee who must be demoted from a basic classification because of deficiencies will be placed in a lower classification for which he is qualified and will establish a new relative seniority position of that classification in accordance with his Operating Division seniority. Any subsequent promotions will follow the provisions under V. A.

2. Temporary demotions of Operators in OB classification and above, because of seasonal shutdown of process units due to lack of stock or commitments, as determined by the Company, will be made as above, V. C. 1. a. However, they will be paid at the rate of the job in which they work except as covered in V. E. 4. of this Article. Employees temporarily demoted from the OA classification in one of the progressional sections (Process or Tank Field) may then be assigned to fill temporary vacancies (of either less than or more than 30 days), if qualified, in either of the sections. However, they will not be promoted to fill a basic job in other than the progressional section in which they are maintaining their section seniority. No employee may establish or retain section seniority in more than one progressional section.

Maintenance Division

3. Demotions in the Electrical and Instrument; Machinist; or Welding; Pipefitting, Boilermaking and Miscellaneous Sections are made only due to an employee's deficiencies, in which case the employee is moved from his former job and is placed in a lower job for which he is qualified.

4. In making demotions in the Storehouse Section, position on the section seniority list in each classification shall control. Employees demoted out of the Storehouse Section will be assigned at not higher than the Helper A classification in the Maintenance Division.

Laboratory Division

5. Demotions within the Laboratory Division are made only due to an employee's deficiencies, in which case the employee is moved from his former job and is placed in a lower job for which he is qualified. Employees demoted out of the Laboratory Division due to a curtailment of work will be assigned to the Maintenance or Operating Divisions or the Filling and Shipping Division and will be assigned to a classification not higher than Helper A.

Filling and Shipping Division

6. Demotions within the Filling and Shipping Division are made (1) because of curtailment of work and a decrease in the number of basic jobs in which case the number of employees assigned within the affected clas-

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sifications is decreased accordingly, and (2) due to an employee's deficiencies, in which case the employee is moved from his former job and placed in a lower job for which he is qualified. Employees demoted out of the Filling and Shipping Division due to a curtailment of work will be assigned to the Maintenance, Operating, or Laboratory Division, and will be assigned to a classification not higher than Helper A.

D. Transfers

1. Transfers between Divisions (Maintenance, Operating, Laboratory and Filling and Shipping) may be made with Company approval. In all cases of permanent transfer between divisions, the transferring employee will enter the new division with division seniority dating from the date of entering the new division and will relinquish his former division and section seniority.

2. Temporary transfers may be made between Divisions (Maintenance, Operating, Laboratory and Filling and Shipping) for short periods of time as determined by the Company. Company records will clearly indicate the temporary nature of such transfers. In all cases of temporary transfer between divisions, the transferred employee will not acquire division seniority in the new division but will retain and continue to accrue his division and section seniority in the division from which transferred. If any temporary transfer is later made permanent, the permanent date of transfer will be made retroactive to include

all continuous service in the new division subsequent to the temporary transfer and seniority in the new division will start with this date. The employee will relinquish his former division and section seniority.

E. General

1. An employee promoted to a higher classification and failing to perform satisfactorily in it, will be allowed to return to the classification previously held by him without loss of seniority. When an employee is not progressing or performing his work in a satisfactory manner, he will be so informed.

2. When employees are temporarily transferred or assigned to areas or organizations outside of the bargaining unit, they shall be allowed to return within a two (2) year period to the job that their seniority and ability would have entitled them to, had they remained in the bargaining unit. They shall be given seniority credit for the time they were outside the bargaining unit. An employee transferred or assigned outside the bargaining unit for more than twenty-four (24) months in any thirty (30) month period will lose his refinery seniority protection under this provision.

3. a. For all periods of break-in or other training work an Operating Division employee will be paid at the rate of the classification at which he is breaking in or the rate of his basic classification, whichever is higher. For the purpose of further training an employee in the next higher classification as a refresher, a man

basically assigned in the higher classification may be assigned a job in the next lower classification, and the man in the next lower classification assigned a job in the next higher classification.

b. When a situation arises in an operating unit, which in Management's judgment requires more than the regular complement of Operators to insure adequate coverage of all aspects of the operation, an employee will be assigned as extra help. The employee assigned as extra help will be paid on the same basis as he would have been paid for filling a vacancy in the job most closely related to the extra help work he is performing.

4. When an operating unit is shut down, the Operators affected will be assigned to other work, if other work is available, and their pay rates will be protected according to the following provisions:

a. When a plant is shut down for maintenance (repairs, cleaning, or inspection) the Operators affected will be assigned to other operating duties or to maintenance work. Their pay will be protected at their basic rate for twenty-eight (28) calendar days. At the end of this protection period they will be paid at the rate of the job to which they are assigned in accordance with Exhibit A.

b. When a plant is shut down either temporarily or permanently, because its operation is not required by the Company to meet its stock commitments the number of basic operating jobs will be decreased accordingly. Operators adversely affected will be demoted

under the provisions of Article V. C. However, their pay rates will be protected at their former basic rate for a period of twenty-eight (28) calendar days after which period their new basic assignment will determine their new basic wage rate for rate protection purposes.

5. When no other work is available for employees adversely affected by the shutting down of an operating unit as provided for in V. E. 4. above, the provisions of Article V. B. will apply.

6. Lateral movement between jobs within a pregressional section will be made at reasonable intervals when such movement is desirable from the viewpoint of the Company. Such movement will be done consistent with operating requirements.

7. All men at all levels within a plant shall be required to learn the next higher job in their respective plant as rapidly as possible. The Company shall aid every man as much as possible in this endeavor.

ARTICLE VI

VACATIONS, HOLIDAYS, AND FRINGE BENEFITS

A. Vacations

1. A regular employee shall receive a vacation with pay after completion of one (1) year of continuous service and within each calendar year of continuous service thereafter.

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Beginning January 1, 1966, a regular vacation will be as follows:

In Each Calendar Year in Which an Employee Completes	Length of Vacation
1 year or more but less than 5 years of continuous service	2 weeks (14 consecutive calendar days)
5 years or more but less than 10 years of continuous service	3 weeks (21 consecutive calendar days)
10 years or more but less than 20 years of continuous service	4 weeks (28 consecutive calendar days)
20 years or more of continuous service	5 weeks (35 consecutive calendar days)

2. Operating needs of the Company are controlling in scheduling vacations. The vacation scheduling procedure is designed to apply to usual situations. An exceptional case may occur occasionally which is not clearly covered or contemplated. Any such case will be treated in a manner equitable to both the employee and the Company.

3. An employee may split his vacation into two (2) periods in a calendar year upon his request, consistent with the work at hand and agreed to by the Company.

B. Holidays

1. a. The following holidays shall be observed:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas

b. Employees who are working rotating shifts on a seven day work week continuous operation, and employees who normally work Saturday and/or Sundays, at the time

of a holiday will observe the holiday for pay purposes on the calendar day on which it falls.

c. All other employees will observe the holiday for pay purposes on the calendar day on which it falls, except a holiday which falls on Sunday will be observed on the following Monday, and a holiday which falls on Saturday will be observed on the preceding Friday.

2. Regular employees shall receive their regular pay for holidays observed, when such holidays fall on their scheduled work days.

3. Employees who work on such holidays, whether scheduled or unscheduled work days, shall receive pay equal to the straight time rate for the number of hours in their regular daily work schedule plus one and one-half (1½) times the straight time rate for all hours worked. For the purpose of holiday payments, holidays will be considered as starting at 12:01 a.m. and ending at 12:00 midnight on the days which are observed, except that for workers scheduled to work the 11:00 p.m., 7:00 a.m., or 3:00 p.m. shifts, holidays will be considered starting at 11:00 p.m. prior to the calendar day of the holiday and ending at 11:00 p.m. twenty-four (24) hours later.

4. All regular employees shall receive eight (8) paid holidays per year. Those not so paid under the provisions of paragraph 2 and 3 above shall receive a day's pay at their regular straight-time rate for each such holiday except when a leave of absence is granted as covered under Article VII, B and C.

5. If, during an employee's vacation period, a recognized holiday occurs, he will be granted an extra day of paid vacation. The Company reserves the right to grant an extra day's pay at the straight-time rate in lieu of an extra day of paid vacation, in any case where it considers such action desirable from an operating standpoint.

C. Fringe Benefits

1. All employees' benefits in effect at the time of signing of this Agreement shall continue in full force and effect for the duration of this Agreement. The Company shall make information concerning such benefits available to the employees.

2. The Company will furnish to each employee having one or more years of service, an annual statement showing the employee's current status under the Sickness and Non-Industrial-Injury Benefit Plan when requested in writing.

3. Any employee required to be absent during his regular working schedule on account of jury duty, or required to attend Court, or coroner's inquest, or to serve as a witness, shall be allowed the time off necessary to perform this service. An employee shall receive for the time he is thus absent, his regular pay and retain any fee that he receives for the performance of such service.

4. Employees with one or more years of continuous service who are permanently laid

off for lack of work will receive one week's pay at the straight-time rate for each year of continuous service up to a maximum of fifteen (15) weeks' pay for those employees having fifteen (15) or more years of continuous service. Employees with twenty-five (25) years or more of continuous service are not eligible for payment under this provision. Lay-off of employees occasioned by seasonal fluctuations in the business will not be considered permanent. When re-employed within the time limits specified in Article V. B. 2., 3., and 4., after lay-off and payments received under this section are repaid, seniority dates as of the date laid off will be restored.

ARTICLE VII

UNION ACTIVITIES

A. Workmen's Committee

The Union shall create a Workmen's Committee, composed of five (5) employees, who shall meet monthly at mutually acceptable times, with representatives of management for discussion of individual or mutual problems, and to dispose of questions arising under this Agreement. The Union will advise the Company in writing of the names of the members of said committee. Minutes of all such meetings shall be kept and signed by all parties attending. One signed copy shall be furnished for the use of the Union and one for the use of the Company.

B. Union Leaves of Absence

If plant conditions permit, leaves of absence without pay, of not more than fourteen (14) days' duration (except where distances to be traveled require additional time, in which case not more than thirty (30) days) for the purpose of attending Union conferences or meetings will be granted during any calendar year to not more than six (6) employees, provided that not more than three (3) employees shall be granted simultaneous leaves. The conditions of such leaves with respect to Company benefits shall be as covered in each established plan. All requests for leaves of this nature shall be made in writing as far in advance as possible before the first scheduled work day that will not be worked by reason of such leave being granted. If the Union needs leaves of absence for additional men, the Company will consider such additional leaves upon request by the Union.

C. Leave of Absence to Enter the Employment of the Union

1. If any member of the Union shall request a special leave of absence without pay from his employment with the Company for the purpose of accepting employment with the Union, the application of such member for re-employment, if made within two (2) years from date of start of such leave, will be considered and accepted, on the following conditions:

a. That his physical condition shall not have changed materially during the period

from date of such special leave to date of application for re-employment.

b. The request for a special leave of absence shall be in writing and shall state the purpose for which it is made and that the employee intends to apply for re-employment within two (2) years.

c. Applicant, if re-employed within said period of two (2) years, will enter the job that his seniority and ability would have entitled him to had he remained in the refinery organization.

d. It is understood that all Company benefits, including life insurance, are suspended during the period of such special leave of absence but will become operative again upon re-employment with such service accumulation attained at end of leave.

D. Conferences During Working Hours

Employees, with the approval of the Refinery Manager, shall be permitted to confer during working hours with representatives of either Union or Management on matters concerning employer-employee relations without loss of time or pay.

E. Bulletin Boards

The Union shall have the privilege of maintaining for its exclusive use bulletin boards on the premises in places designated by the Company, for the purpose of posting notices or bulletins. It is understood that nothing of a controversial or political nature shall be posted on such boards.

ARTICLE VIII
MISCELLANEOUS AND GENERAL

A. Clothing

1. Protective clothing, including welding gloves, sleeves and jackets, will be provided by the Company where needed for personal safety, or where destructive action over and above that encountered in the course of regular employment makes it necessary.

2. The Company shall furnish the employees with an average of up to four (4) pairs of leather-palm gloves per contract year. Before receiving a new pair of gloves, each employee will be required to turn in his old pair.

B. Voluntary Payroll Deduction of Union Dues

1. Employees in the bargaining unit may authorize the Company in writing on a form mutually acceptable to the Union and the Company to deduct while this Agreement is in effect the regular monthly dues of the Union from their wages on the first pay day each month and to remit same to the Secretary of Local No. 826, International Union of Operating Engineers AFL-CIO not later than two (2) weeks after the end of the payroll period in which the deduction is made. Employees may at any time revoke such authorization by giving the Company notice on a suitable form.

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2. The Company will advise the Union with each remittance the names of employees from whom new authorizations have been included and those previously authorizing deductions but for whom no deductions have been made because of lack of earnings, revocations of authorization, or leave Company service. These authorizations will terminate upon the termination of this Agreement.

C. Payroll Deductions for Savings

Upon the written request of the employee, using Form COEM-519, the Company will make payroll deductions from that employee's earnings and deposit this money to the employee's share account with the Standard El Paso Federal Credit Union. Such payroll deductions may be cancelled at any time upon written notice to the Company from the employee.

D. Smoking Area

Smoking privileges will be provided for all employees within the refinery. Smoking areas for different departments will be designated. Smoking is prohibited at all locations not specifically authorized by the Company.

E. Contract Labor

1. The Company shall the right to contract or subcontract maintenance, repair or construction work to outside contractors.

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2. The Company agrees that it will not contract normal routine maintenance work within the refinery as long as the refinery has the necessary men and equipment available to perform such work properly.

3. However, when the Company is supplementing its maintenance force on a job with contractor employees, the Company shall not schedule a contractor employee more hours per day than a Company employee scheduled on that job.

F. Reprimands

1. An employee will always be given a copy whenever any record of a reprimand is placed in his personnel file. He is to note on the Company's copy that he received his copy.

2. Whenever an employee is given a final warning that further unsatisfactory conduct will cause dismissal, the Management will give the employee two (2) copies of the written record of this final warning. The additional copy may be provided the local Union by the affected employee, if he so desires. He is to note on the Company's copy that he has received his copies of the record.

G. Industrial Injury

An employee who is injured while working on an off day, and is unable to continue working, will be paid for the unworked remainder of an eight hour day at the rate of pay he was receiving at the time of injury.

H. Miscellaneous

1. No employee shall, as an acknowledgment of guilt, be required to write, or affix his signature to, any letter or printed matter which the Company may use as a means of accumulating information for demoting or lowering his classification.

2. Any employee who accuses another employee of misconduct or mishandling of his duties shall be required to appear before the Workmen's Committee, the Management, and the accused to substantiate his accusation.

I. Pay Day

Pay day for employees covered by this Agreement will be on or before the first Friday following the close of the pay period unless the Company is prevented from complying with this provision by circumstances beyond its control.

ARTICLE IX SETTLEMENT OF DISPUTES AND GRIEVANCES

A. 1. Any employee who feels that he has been subjected to unfair or discriminatory treatment with respect to his conditions of employment as set forth in this Agreement shall promptly and personally, within five (5) days of the incident, attempt to adjust the matter with his foreman or appropriate supervisor.

This shall be done by a full and free discussion of the matter with the foreman or appropriate supervisor.

2. The foreman or appropriate supervisor will investigate the case, calling upon higher Management — if necessary — to aid him. He shall then give the employee an answer to his complaint, within five (5) days after receiving the complaint.

3. If the answer does not satisfy the employee, he shall so state and advise his foreman or appropriate supervisor, within five (5) days after receiving the answer, which of the following courses he wishes to pursue:

a. Have an authorized Union representative of his choice aid him in the presentation of his case to his foreman or appropriate supervisor. If this request is made, the foreman or appropriate supervisor shall specify the time, not to exceed five (5) calendar days from the time of the employee's request, and the place for such meeting; or

b. take the first step in presenting a grievance.

4. If, at the conclusion of the meeting specified in IX. A. 3. a. the employee is not satisfied, he shall so state and advise his foreman or appropriate supervisor that he is taking the first step in presenting a grievance.

5. The aggrieved employee shall, as the first step of the grievance procedure, attempt to adjust the grievance by an oral discussion with the head of his division; i.e., Operations

Superintendent, Chief Engineer or Superintendent-Process Engineering and Quality Control. The aggrieved employee may, if he so wishes, have an authorized Union representative of his choice present for such discussion. The time and place for this grievance discussion shall be designated by the appropriate Division Head and shall be held within five (5) days of the employee's request. The Union will be given the opportunity to have a representative present at the time an adjustment is given.

6. Failing to reach a satisfactory understanding or adjustment, the aggrieved employee, within five (5) days thereafter, shall present in writing his case personally, or through the representative of the Union, to the Refinery Manager. The Refinery Manager shall, within five (5) days from the date of the presentation of the grievance in writing to him, give to the employee, if he presented his case personally, or to the representative of the Union if such representative presented said grievance, the written answer of the Company to said grievance, and the representative of the Union shall notify the Refinery Manager in writing, within five (5) days from the date on which the Company's answer is given, whether or not the decision of the Company on the grievance will be accepted or whether said decision shall be arbitrated.

7. If notice of arbitration is given, then within fifteen (15) days after the date of notice the Union shall advise the Company

in writing and the Company shall advise the Union in writing; the name of an arbitrator. The two arbitrators so appointed shall communicate within thirty (30) days of the date of the written request for arbitration and shall endeavor to reach an agreement. If these two arbitrators fail to reach an agreement, either party may, within forty-five (45) days of the written request for arbitration, notify the other in writing that they wish to select a third arbitrator, or the case shall be considered closed. If a third arbitrator is requested within the time limit, the two arbitrators shall endeavor to make a selection within sixty (60) days of the date of the written request for arbitration. Should they fail to reach an agreement on the third arbitrator they will jointly request of the Federal Mediation Service a list of five (5) names from which the third arbitrator shall be selected by each party striking one name in alternate manner until only one remains.

B. A majority decision of the Arbitration Committee shall be final and binding on all parties. In such cases, the Company and the Union shall furnish the Arbitration Committee all information in their possession necessary to a full understanding of the subject matter of the grievance.

C. The arbitrators shall have authority only to interpret and to make decisions based upon the provisions of this Agreement; and shall not have authority to alter any of the terms of the Agreement.

D. 1. In calculating time under this Article, Saturdays, Sundays and holidays recognized under this Agreement shall not be counted. Time limitations specified herein shall ordinarily be applicable but may be extended by mutual agreement between the parties to the proceedings to take care of unusual cases such as illness or other justifiable absences.

2. The Company and Union will equally divide the expense of the third member, should any be incurred.

E. Where a grievance protests the discharge of an employee, the above procedure, A. 1. through A. 6. may be waived so as to permit the grievance to be referred directly to arbitration so long as this is done within ten (10) days after the discharge.

ARTICLE X

MANAGEMENT RIGHTS

A. Subject to the provisions of this Agreement, the supervision and control of all operations and the direction of all working forces, such as the determination of the size of the work force; the right to hire, suspend, discipline and discharge for just cause; the establishment of work rules; the assignment of employees to jobs and assignment of duties to employees; are vested in the Company. It is agreed that the provisions of this Article shall not be exercised for the purpose of violating the terms of this Agreement.

B. Changes made by the Company in the

number of basic jobs in the Operating Division as a specific result of job activity surveys by the Company will not result in layoff of any of the Laboratory, Operating, Maintenance and Filling and Shipping employees covered by this Agreement and in Company employment as of August 1, 1961. This provision does not apply to any layoffs due to curtailment of work or shutdown of operating equipment or plants as a result of lack of stock or commitments, which are covered in Article V. B., or resulting from causes beyond the Company's control.

ARTICLE XI

SAVING CLAUSE

If any of the provisions of this contract shall be held invalid by any governmental authority, such actions shall not invalidate the other provisions hereof.

ARTICLE XII

STRIKES AND LOCKOUTS

During the term of this Agreement there shall be neither strikes nor lockouts. Suspension of work or refusal to work on the part of any employee will make him subject to discharge provided, however, that the Union will not be liable for such suspension or refusal unless, upon request of the Company, it refuses to order the employees to return to work.

ARTICLE XIII

NON-DISCRIMINATION

A. The Company and the Union agree that there shall be no discrimination against any employee because of race, color, creed or national origin.

B. 1. There shall be no discrimination against any employee with respect to his conditions of employment because of his membership in this labor Union, or on account of any activity undertaken in good faith in his capacity as a representative of other employees.

2. The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein. Neither shall the employer intimidate or coerce employees into withdrawing from, or refraining from joining the Union.

ARTICLE XIV
PROCEDURE FOR
HANDLING NOTICES

Notices herein provided may be given by depositing the same in the United States mail in a sealed envelope, certified or registered and postage paid, and addressed by one party to the other as follows:

Standard Oil Company of Texas

P. O. Box 20,002

El Paso, Texas 79998

Attn: Refinery Manager

International Union of Operating Engineers

Local No. 826

P. O. Box 9764

El Paso, Texas 79987

(Copy to:

P. O. Box 1590

Big Spring, Texas 79720)

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IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives the day and year first above written.

STANDARD OIL COMPANY OF TEXAS

R. W. Davis, Refinery Manager

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 826, AFL-CIO

Roy Watkins, President

Kenneth Howell, Secretary

Frank Parker, Business Manager
Local No. 826

NEGOTIATING COMMITTEE

J. L. Wilson, Chairman

R. K. Anderson, Secretary

R. R. Terrell, Committeeman

R. B. Hord, Committeeman

B. W. Cota, Committeeman

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EXHIBIT A **REFINERY CLASSIFIED LABORATORY, OPERATING AND MECHANICAL WAGE SCHEDULE**

OPERATING DIVISION

Classification	Symbol	Hourly Rate	Daily Rate
Head Operator A	HCA	\$2.93	\$31.44
Head Operator B	HCB	3.81	30.48
Head Operator C	HOC	3.67	29.36
Operator A	OA	3.54	28.32
Operator B	OB	3.35	26.80
Helper A	HA	3.12	24.96
Helper B	HB	2.90	23.20
Helper C	HC	2.66	21.28

MAINTENANCE DIVISION

Senior Mechanic	SM	3.81	30.48
Mechanic A	MA	3.67	29.36
Mechanic B	MB	3.35	26.80
Helper A	HA	3.12	24.96
Helper B	HB	2.90	23.20
Helper C	HC	2.66	21.28
Laborer	L	2.35	18.80

STOREHOUSE SECTION

Stockman A	SA	3.67	29.36
Stockman B	SB	3.35	26.80
Stockman Helper A	SHA	3.12	24.96
Stockman Helper B	SHB	2.90	23.20

FILLING AND SHIPPING DIVISION

Lead Carloader	LCL	3.67	29.36
Finish Stock Guager	FSG	3.35	26.80
Carloader Senior	CLS	3.35	26.80
Carloader A	CLA	3.12	24.96
Carloader B	CLB	2.90	23.20
Helper C	HC	2.66	21.28

LABORATORY DIVISION

Technician A	TA	3.51	28.08
Technician B	TB	3.33	26.64
Technician Helper A	THA	3.18	25.44
Technician Helper B	THB	3.11	24.88
Bottle Washer	BW	2.66	21.28

Shift workers who work any time other than day shift will receive, in addition to the above rates, 10c an hour for

the No. 3 afternoon shift, or 20c an hour for the No. 1 morning shift.

For all shifts of day workers starting or ending outside the hours of 6:00 a.m. to 6:00 p.m., the applicable shift differential shall be paid. Applicable shift differentials are as follows: 10c an hour from 4:00 p.m. until midnight, and 20c per hour from midnight until 8:00 a.m. When an employee works under conditions that entitle him to a shift differential and also to an overtime or premium rate, the shift differential will be computed at the applicable overtime or premium rate.

Mechanic Helpers in the Mechanic Training Program making satisfactory progress shall receive, in addition to the Helper rate and any applicable shift differential, an achievement training differential of 6c per hour after completing 50% of the "general" portion and an additional 7c per hour after completing 100% of the "general" portion of the program.

EXHIBIT B

JOB PROPOSITION CHART - MAINTENANCE DIVISION

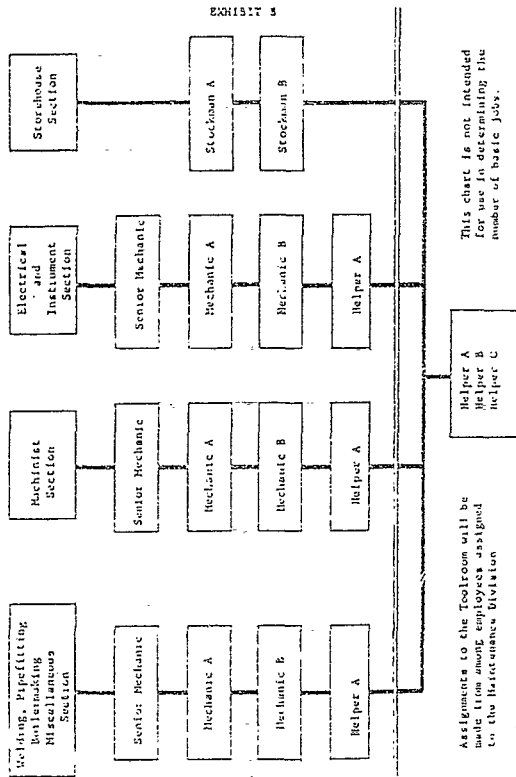


EXHIBIT C

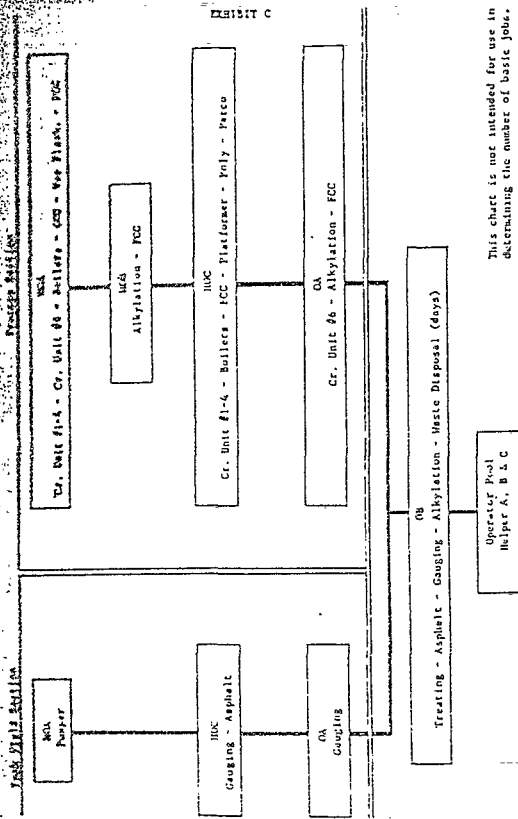
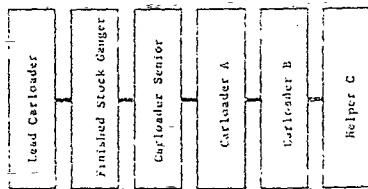


EXHIBIT D
MIL. PROGRESSION CHARTS

FIGURE 6. SHIPPING DIVISION



LABORATORY DIVISION

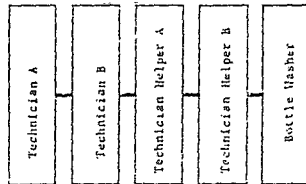


EXHIBIT D

These charts are not intended for use in determining the number of basic jobs.

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