PLAINTIFF'S
EXHIBIT
CHV-525

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AGREEMENT

BETWEEN

STANDARD OIL COMPANY
OF TEXAS

AND

INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL UNION No. 552
(A. F. of L.)

EL PASO, TEXAS

1952-53

EL PASO PTG. CO.
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AGREEMENT

Between

STANDARD OIL COMPANY OF TEXAS

and

INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local Union No. 552

THIS AGREEMENT is made and entered into this 20th day of May, 1952, between Standard Oil Company of Texas, with a Refinery at El Paso, Texas, herein referred to as the "Company" and International Union of Operating Engineers, Local No. 552.
WITNESSETH:

RECOGNITION OF UNION

The Company recognizes the Union as exclusive representative of all employees of the Company's El Paso Refinery except Clerical, Supervisory, Administrative, and Technical, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment, subject to and in accordance with the provisions of the National Labor Relations Act.

ARTICLE I

This Agreement shall be effective as of March 1, 1952, and shall remain in effect until February 28, 1953, and shall be automatically renewed for consecutive periods of one (1) year each thereafter, unless either party shall notify the other in writing of its intention to terminate the Agreement at least sixty (60) days prior to the

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first day of any contract year; provided, however, that either party may notify the other party in writing, at least sixty (60) days prior to the first day of any contract year, of its desire to change, amend, or omit any Article or Articles contained in said Agreement, and the serving of such notice shall have the effect of annulling the said Article if no agreement is reached within sixty (60) days after the termination date of the Agreement. The remainder of the contract shall be automatically renewed unless notice is given of intention to terminate the entire contract as hereinabove provided.

ARTICLE II

1. Regular hours of work shall be 8 hours per day exclusive of lunch periods.

2. A work day shall consist of the 24-hour period, commencing at 12:01 A.M. A work week shall consist of 7 consecutive days, commencing at 12:01 A.M. Monday.

3. The Company will establish weekly work schedules consistent with operating requirements to permit regular and consecutive days off when such schedules consist of 5 days or less, except that such cannot be strictly applied to shift breakers or extra men or due to the necessity of changing shifts. When the plant is working a 6-day schedule, the employees will be given a regular assigned day off in each 7-day work week. When employees are required to work on their regular day off because of an emergency, they will not be required to take another day off in lieu of their regular day.

ARTICLE III

1. Wage rates shall be those for work performed in the Company's present job classifications as set forth in the Refinery Wage Schedule attached to, and to become a part of, the original signed copies of the Working Agreement, as effective on the day of said Agreement, or any wage rate or classification mutually agreed to hereafter. Company wage schedules show shift differentials, where applicable, at the bottom of the wage schedule. The shift differentials are in addition to the basic daily rates. They apply to employees who work on regularly rotating shifts and to Maintenance employees when scheduled to work shifts other than their regular day shifts: but they will not be paid (a) for the first such shift of rearranged schedule when time-and-one-half is payable, nor (b) for overtime hours worked as a continuation of any shift.

2. Overtime rate shall be one and one-half times the regular rate and shall be paid: (a) for all work done in excess of eight (8) hours in any twenty-four hour period, or for work done in excess of forty hours in any work week; (b) for work done on off day or outside of regular scheduled hours at the Company's request, provided that an employee who is called out and reports for such work shall receive a minimum of four (4) hours pay at straight time rates and (c) for the first shift of rearranged work schedule, if the employee whose shift is changed shall not have been notified at least forty (40) hours prior to the beginning of the first shift.

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3. No employee shall lose any time or pay by reason of shift changes.

4. Where an employee works in two classifications in one day, and works less than a half 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 a day at the high rate and the other half day at the lower rate. If he works one-half 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.

When a man regularly employed in a higher pay bracket is called upon to relieve a man in a lower classification, because of an emergency situation, he will not be reduced in pay in cases where he might otherwise have continued to work at the higher pay. This is not intended to apply to changes from a higher to lower classification occasioned by the normal fluctuation in work.

5. An employee promoted to a higher classification shall be paid at the rate of that classification upon starting such work.

6. Employees of the Helper Group, who are required to fill in temporarily in other classifications, shall be paid the rates applicable to those jobs dependent upon the time thus worked. The principle outlined in paragraph 4 will be used in determining whether they will receive pay for one-half of a day or a full day at the highest rate on each day of broken time. Seniority shall be followed in selecting these men, depending on their ability.

ARTICLE IV

1. The provisions of Article II and III, relating to hours and days of work and to wage rates, may be opened by either party for further negotiations at successive intervals of six months from date of contract.

2. Written notice of intention to open negotiations shall be given (30) thirty days prior to expiration of any six (6) months period, and negotiations shall be commenced within thirty (30) days after notice has been given. Any agreed changes which may result from such negotiations shall be effective at commencement of six (6) months interval following that of which notice was given, unless the parties shall agree on some other effective date.

ARTICLE V

Seniority, as herein referred to, shall be fixed by the date of entering the service of the El Paso Refinery.

ARTICLE VI

PROMOTIONS, DEMOTIONS, LAY-OFFS AND RE-EMPLOYMENT

1. (a) Promotions and demotions 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

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handling some of the intermediate or lower jobs.

(b) Lay-offs and rehirings shall be based on seniority.

2. An employee working the full regular work schedule for the position held, whose term of employment has been less than one year and who may be laid off because of lack of work, shall be considered as having continuous service if he is re-employed by the Company within thirty (30) calendar days. The total lay-off during the first year shall not exceed forty-five (45) working days of the employee's yearly work schedule.

3. An employee with over one year but less than three years continuous service, who may be laid off because of lack of work, shall be considered as having continuous service if he is re-employed by the Company within sixty (60) calendar days. The total lay-off during the second or third year shall not exceed in either year sixty (60) working days of the employee's yearly work schedule.

4. An employee with three or more years of continuous service, who may be laid off for lack of work, shall be considered as having continuous service if he is re-employed by the Company within ninety (90) calendar days. The total lay-off during the fourth year, or any subsequent year, shall not exceed in any one year ninety (90) working days of the employee's yearly work schedule.

5. In case of re-employment, employees who have been laid off shall be notified by registered letter at their last known local address in order of their foregoing seniority to report for work. In the event any employee so notified shall fail to report for work within five (5) days of date of notice, such employee's seniority shall be terminated provided he is not prevented from reporting because of sickness, death or emergency involving himself or his immediate family and so notifies the Company within five (5) days. This does not apply to men who are replacing men in the military service. Under emergency conditions temporary men may be used until former employees on the re-hiring seniority list have reported for work.

ARTICLE VII
VACATIONS AND HOLIDAYS

1. Employees who have completed one year's service with the Company shall be given two weeks' vacation with pay each calendar year. In the fifteenth calendar year and in each calendar year thereafter, employees will be given three weeks' vacation with pay. In the twenty-fifth calendar year and in each calendar year thereafter, employees will be given four weeks' vacation with pay. Operating needs are controlling as to when a vacation may be taken.

2. The following holidays shall be observed:

NEW YEAR'S DAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
FOURTH OF JULY
LABOR DAY
ARMISTICE DAY
THANKSGIVING DAY
CHRISTMAS

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

4. Employees who work on such holidays, whether scheduled or unscheduled work days, shall receive two times their regular straight-time pay for the work performed.

5. If any of these holidays falls on a Sunday, the Monday immediately following shall be observed as the holiday.

ARTICLE VIII

WORKMAN'S COMMITTEE

The Union shall create a Workman's Committee, composed of three employees, who shall meet with representatives of Management at regular monthly intervals for discussion of individual or mutual problems and to dispose of questions arising under this Agreement. 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.

ARTICLE IX

SETTLEMENT OF DISPUTES AND GRIEVANCES

1. Any employee who feels that he has been subjected to unfair or discriminatory treatment with respect to his conditions of employment, shall promptly (within ten—10—days) attempt to adjust the matter with his foreman or appropriate Supervisor. 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 Superintendent. The Refinery Superintendent shall within seven (7) 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 Superintendent in writing within seven (7) 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. If notice of arbitration is given, then the grievance shall be referred to an arbitration committee consisting of three members, one to be appointed by the Union, one to be appointed by the Company, and the third to be selected by the first two. The Union shall appoint its arbitrator and notify the Company thereof, within seven (7) days from the date of giving written notice of intent to arbitrate. The Company and Union will equally divide the expenses of the third member, should any be incurred.

2. If agreement on the third arbitrator cannot be reached within fourteen days (14) days, the three District Judges shall be asked to submit the names of three possible arbitrators and each party shall be obligated to select the two of such three names submitted who will be satisfactory to them. The one selected by both parties shall be accepted as arbitrator. If both parties submit the same two names as sat-

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isfactory, the Judges shall be asked to designate the one of these two to serve.

3. 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 to the Arbitration Committee all information in their possession necessary to a full understanding of the subject matter of the grievance.

4. 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.

ARTICLE X

All benefits arranged by the Company for its employees generally shall be available to employees covered by this Agreement. The Company shall make information concerning such benefits available to the employees.

ARTICLE XI

BULLETIN BOARDS

The Union shall have the privilege of maintaining for its exclusive use bulletin boards on the premises in a place 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 board.

ARTICLE XII

UNION LEAVES OF ABSENCE

If plant conditions permit, leaves of absence 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 three employees, provided that not more than two employees shall be granted simultaneous leaves.

ARTICLE XIII

RESIGNATION TO ENTER THE EMPLOYMENT OF THE UNION

If any member of the Union shall request a special leave of absence 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 one year from date of start of such leave, will be considered and accepted on the following conditions:

1. 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.

2. 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 one year.

3. Applicant, if re-employed within said period of one year, will re-enter the job classification to which his seniority at date of special leave of absence entitles him.

4. 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

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again upon re-employment with such service accumulation attained at start of leave.

ARTICLE XIV

MISCELLANEOUS AND GENERAL

Section 1.—Discrimination:

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.

Section 2.—Conference During Working Hours:

Employees, with the approval of the Refinery Superintendent, may 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.

Section 3.—Clothing:

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

Section 4.—Distribution of Overtime:

1. Consistent with operating requirements, the Company will, to the best of its ability, distribute overtime in an equitable manner to all employees in all classifications.

2. To give effect to Paragraph 1, as applied to Refinery Operators, when an absence will occur on an operating job, and the Company learns of the absence during the eight hours of the preceding shift, the Operator handling the job on that shift shall be offered this additional shift before the job is otherwise filled. This provision will not apply: (a) where the Operator referred to above has worked more than twelve hours in the preceding twenty-four hours, or (b) where the Company has more than eight hours advance notice of the absence. In either (a) or (b), the job will be filled, as nearly as possible, with an employee in the same classification having the least amount of overtime to his credit.

Section 5.—Civic Duties:

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 the excess, if any, of his regular pay for such period over the fee received.

Section 6.—Overtime Meals:

When employees are required to work overtime more than two hours beyond their regular scheduled quitting time, meals at the Company's expense shall be considered due upon the completion of the first two hours of such overtime, and every four hours thereafter. The cost of meals so provided shall not exceed $1.50 each.

When it is known in advance that the work will continue beyond the time at

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which the meal will be due, the Company may furnish the meal in advance of such time.

Section 7.—Voluntary Payroll Deduction of Union Dues:

Employees covered by this Agreement may authorize the Company in writing on a suitable form to deduct the regular monthly dues of the Union from their wages, and Company shall remit same to the Secretary of Local Union 552 not later than two weeks after the end of the first payroll period in each month to cover the dues for the following month. Employees may at any time revoke such authorization by giving the Company written notice on a suitable form, a copy of which will be sent to the Union.

Section 6.—Miscellaneous:

No employee shall 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.

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

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 XV

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 XVI

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

International Union of Operating Engineers
Local No. 552
1510 Upson Avenue
El Paso, Texas

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Standard Oil Company of Texas
P. O. Box 862
El Paso Texas

Attention: Refinery Superintendent

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

By M. P. PARET, JR.
Vice President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 552

By J. D. MATTHEWS
President

J. A. TRUITT, JR.
Secretary.

D. A. BRAZEL
Assistant District Representative,
International Union of Oper. Engrs.

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