PLAINTIFF'S
EXHIBIT
CHV-526

E.L. Hoet

AGREEMENT

1953
~~1953-1954~~

BETWEEN

STANDARD OIL COMPANY

OF TEXAS

AND

INTERNATIONAL UNION

OF OPERATING ENGINEERS

LOCAL UNION No. 552

(A. F. of L.)

EL PASO, TEXAS

EL PASO PTG. CO.

PRINTED ON UNION MADE AND WATERMARKED PAPER

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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 April, 1953 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, herein referred to as the "Union."

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, 1953 and shall remain in effect until February 28, 1954, 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 first day of any contract year; provided, however, that either party may notify the other party in writing, at least

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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 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. (a) Wage rates shall be those for work performed in the Company's present job classifications, set forth as Exhibit "A", or any wage rate or classification mutually agreed to hereafter.

(b) 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 operating employees who work on regular rotating shifts; and to maintenance employees when scheduled to work shifts other than their regular day shifts. They will not be paid for the first shift of re-arranged schedule when time and one-half is payable, nor for overtime hours worked as a continuation of the day shift.

2. Overtime rate shall be 1-½ times the regular rate and shall be paid for:

(a) All work done in excess of eight hours in any 24-hour period, or

(b) All work done in excess of 40 hours in any work week,

(c) All work done on first off day, or outside of regular scheduled hours, at Company's request,

(d) The first shift of rearranged work schedule, if the employee whose shift is changed shall not have been notified at least 40 hours prior to the beginning of the first shift.

3. An employee who is called out to work and who reports for such work shall receive a minimum of four hours' pay at straight time rates or time and one-half for work performed, whichever amount is the greater.

4. Double time (two times the base rate) shall be paid for work done on the second off day where the first off day is also worked.

5. Where an employee works in two classifications in one day, and works less

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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.

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

7. Employees of the Helper group, who are required to fill in temporarily in other clasifications, shall be paid the rates applicable to those jobs dependent upon the time thus worked. The principle outlined in paragraph 5 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 and ability shall be followed in selecting these men.

ARTICLE IV

1. The provisions of Article II and Article 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 thirty (30) 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) All promotions, demotions, placement of men displaced by job terminations, and all filling of vacancies shall be based on seniorty 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.

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(b) When an employee is not progressing or performing his work in a satisfactory enough manner, he will be so informed. If a promotion involving a man of less seniority is to be made because of the older man not qualifying, the older man will be so informed in advance of the move. He will be made to understand that he will be given promotional opportunities later if he is able to qualify.

(c) An employee promoted to a higher job and failing to perform satisfactorily on it will be allowed to return to the job previously held by him without loss of seniority rights. This will not preclude the employee's right to promotion to some other job which he is capable of performing.

In this case an employee will retain his rights to normal promotions in accordance with paragraph 1. (a).

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

2. Regular employees with less than one year's continuous service, who are laid off for lack of work, will have continuous service if rehired within 13 weeks after the last day worked.

3. Regular employees with more than one year and less than five years' continuous service, who are laid off for lack of work, will have continuous service if rehired within 26 weeks after the last day worked.

4. Regular employees with more than five years' continuous service, who are laid off for lack of work, will have continuous service if rehired within one year after the last day worked.

5. In case of re-employment, employees who have been laid off-shall be notified by registered letter at their last known 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 ten 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 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 rehiring seniority list have reported for work.

6. Inter-Departmental Transfers:

(a) The recognized refinery departments are Operating, Mechanical, Laboratory, Filling & Shipping. New employees shall in every case be hired for one of these departments, and hiring records will show this information. Seniority lists, issued monthly, will show the permanent departmental status of each employee.

(b) Tranfers between departments may be made, with Company approval.

(c) In all cases of permanent transfer between departments, at any time, the transferred employee will enter the new department with departmental seniority dating from the date of permanent transfer, and he will relinquish all seniority in the former department.

(d) Temporary inter-departmental transfers may be made, for short periods of time. Company records will clearly in-

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dicate the temporary nature of such transfers. The employee will not acquire departmental seniority in the new department nor lose acquired departmental seniority in his regular department. If any temporary transfer is later made permanent, Company records and the Seniority List will so indicate, and the provisions of paragraph (c) above will apply.

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	Labor Day
Washington's Birthday	Armistice Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas

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

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 holi-

days, whether scheduled or unscheduled work days, shall receive two times their regular straight-time pay for the work performed.

5. All regular employees shall receive at least seven paid holidays per year, excluding Armistice Day. Those not so paid under the provisions of paragraphs 3 and 4 above, shall receive a day's pay at their regular straight time rate for each such holiday, excluding Armistice Day.

6. If, during an employee's vacation period, a recognized holiday occurs on what would have been his regular scheduled work day, 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.

ARTICLE VIII

WORKMAN'S COMMITTEE

The Union shall create a Workman's Committee, composed of four 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

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been subjected to unfair or discriminatory treatment with respect to his conditions of employment, shall promptly (within ten days) attempt to adjust the matter with his Foreman or appropriate Supervisor. This shall be done by a full and free discussion of the grievance, and the Foreman or appropriate Supervisor will investigate the circumstances, if not himself sufficiently familiar with the case, and will call upon higher Management if necessary to aid him.

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 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 Manager 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 likewise shall appoint its arbitrator and notify the Union of its choice within seven days from receipt of notice by the Union of its 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 (14) days, the Federal Mediation and Conciliation Service shall be asked to submit a list of five names from which the third arbitrator shall be determined by each party striking one name in alternate manner until only one remains.

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.

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ARTICLE XI
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 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 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 Manager, 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:**

(a) Protective clothing, including welder's gloves, sleeves and jackets, will

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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.

(b) The Company shall furnish each employee with up to four 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.

Section 4.—Distribution of Overtime:

(a) 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. Any employee who is to be absent from his assigned shift will notify the Company as far in advance of such absence as possible. When processing operations are temporarily halted for the shift on which the regularly assigned employee fails to report for work, the Company may determine whether or not it is necessary to fill this vacancy.

(b) To give effect to Par. (a) above as applied to refinery operators, the following procedures will be observed:

The operator handling the job on the shift preceeding the vacant shift will be asked to work the additional shift. In this case he may work the entire shift; or half of it, if he so desires, and the regular operator on the shift following the vacated shift is willing to work the other half. This provision will not apply:

(1) Where the operators referred to above have worked more than twelve (12) hours in the preceding twenty-four (24) hours, or

(2) Where the Company has more than eight hours' advance notice of the absence, or

(3) Where there is an operator on the vacated shift who is breaking in on any job and who is qualified to relieve any job that will provide relief for the vacancy.

In either (1) or (2) the job will be filled with an employee in the same classification when such qualified employee is available, 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 definitely known in advance that an employee will work a full eight hour overtime shift, he may have the option of securing a double lunch, not to exceed $3.00, at either meal period.

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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 No. 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 8.—Strikes and Lockouts:

There shall be no cessation of work through strikes or lockouts during the period of this agreement. If either party notifies the other of its intention to open negotiations relating to hours, days of work and/or wage rates as provided in Article IV and no agreement is reached within ninety (90) days after receipt of such notice, the "No Strike and Lockout" clause shall not be applicable thereafter with respect to disputes arising out of negotiations on these subjects only; all other terms and conditions of this Agreement shall remain in full force and effect.

Section 9.—Smoking Areas:

Smoking privileges will be provided for all employees within the refinery. Schedules for smoking will be posted, designating places and times for which smoking is permitted.

Section 10.—Contract Labor:

Wnen maintenance work is required,

necessitating the use of contract labor, an effort will be made to up-grade, temporarily, qualified maintenance employees prior to securing contract labor in these higher classifications.

Section 11.—Reprimands:

(a) 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.

(b) Whenever an employee is given a final warning that further unsatisfactory conduct will cause dismissal, the Management will give the employee two 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.

Section 12.—Miscellaneous:

(a) 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.

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

(c) 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 employ-

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ees 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

Notices 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
7602 Taxco Road
El Paso, Texas

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

Attention: Refinery Manager

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 /s/ M. P. PARET, Jr.,
Vice-President

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 552
By /s/ JAKE A. TRUITT, JR.,
President
/s/ FLOYD MYERS,
Secretary

EXHIBIT "A"

REFINERY

CLASSIFIED OPERATING & MECHANICAL WAGE SCHEDULE

Effective May 1, 1952

OPERATING DIVISION

Classification	Job Symbol	Hourly Rate	Daily Rate
Head Operator A	HOA	$2.40	$19.20
Catalytic Cracker Thermal Cracker			
Head Operator B	HOB	2.37	18.96
Recovery Plant Crude Distillation			
Head Operator C	HOC	2.33	18.56
Reactor Kiln Alkylation Plant Pumping			
Operator A	OA	2.23	17.84
Fractionation Thermal Cracker Perco Desulfurizer High Pressure Boilers			
Operator B	OB	2.17	17.36
Compressors Thermal Cracker Crude Distillation Treating Plant			
Operator C	OC	2.08	16.64
Reactor Kiln Alkylation Plant Caustic Treating Gauging			
Operator Helper A	OHA	2.06	16.48
Crude Distillation Gauging			
Operator Helper B	OHB	2.00	16.00
Recovery Plant Thermal Cracker Perco Desulfurizer High Pressure Boilers			

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MAINTENANCE DIVISION

Classification	Hourly Rate	Daily Rate
Head Mechanic	$2.40	$19.20
Mechanic A	2.32	18.56
Stockman A	2.32	18.56
Mechanic B	2.11	16.88
Stockman B	2.11	16.88
Stockman Helper A	1.88	15.04
Helper A	1.88	15.04
Stockman Helper B	1.80	14.40
Helper B	1.80	14.40
Helper C	1.63	13.04
Laborer	1.42	11.36

FILLING & SHIPPING

Finished Stock Gauger	2.06	16.48
Carloader Senior	2.00	16.00
Carloader A	1.88	15.04
Carloader B	1.80	14.40
Helper C	1.63	13.04

Employees who work regular night shifts will receive, in addition to the above rates, 6¢ an hour for the afternoon shift, or 12¢ an hour for the morning shift. This includes employees who work on regularly scheduled rotating shifts and maintenance employees when scheduled to work shifts other than their regular day shifts; but they will not be paid (a) for the first shift of rearranged schedule when time-and-one-half is payable, nor (b) for overtime hours worked as a continuation of the day shift.

Night shift differentials are extended to include Maintenance employees.

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