

1958-1959

AGREEMENT

BETWEEN

STANDARD OIL COMPANY
OF TEXAS

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 552

(A. F. of L.)

AND

(C. I. O.)

EL PASO, TEXAS

EL PASO  PRINTING COMPANY

PRINTED ON UNION MADE AND WATER MARKED 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 13th day of May, 1958 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 Laboratory, 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, amended by the Labor-Management Relations Act.

ARTICLE I PERIOD OF AGREEMENT AND WAGE CLAUSE NEGOTIATIONS

A. This agreement shall be effective as of March 1, 1958 and shall remain in effect until February 28, 1959, 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 agree-

ment, 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 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.

B. The provisions of Article II and Article III, relating to hours and days of work and to wage rates, may be opened one time by either party, for further negotiations at any time during the contract year; and negotiations shall commence within thirty days after notice has been given. Any agreed changes which may result from such negotiations shall be effective on the date mutually agreed upon.

ARTICLE II WORK DAY, WORK WEEK AND WORK SCHEDULES

A. A regular work day shall consist of eight (8) consecutive hours in any calendar day, except that for employees whose shifts start at 11:00 p.m., 7:00 a.m., or 3:00 p.m., the work day shall commence at 11:00 p.m. on the preceding calendar day, whether paid at straight or premium rate, exclusive of lunch periods. The lunch periods for regular day workers will be from 11:30 a.m. to 12:00 noon, when consistent with the work on hand. The Company shall allow a five

(5) minute period prior to the lunch period for the day workers to stop work, clean up and travel to the lunch area. The normal shift for regular day workers will be No. 2 Shift, 8:00 a.m. to 4:30 p.m.

B. A work week shall consist of seven (7) consecutive days, commencing at 12:01 a.m. Monday, except that a work week for employees scheduled to work the 11:00 p.m., 7:00 a.m., or 3:00 p.m. shifts shall consist of seven (7) consecutive days starting at 11:00 p.m. Sunday.

C. A regular weekly work schedule shall consist of five (5) regular work days, with two consecutive days off. No employee shall work less than a regular weekly work schedule. In determining the regular weekly work schedule, excused absences (such as sickness, personal leave, etc., whether paid or unpaid) on regular scheduled work days shall count as days worked. The Company will establish and post regular weekly work schedules, consistent with operating requirements, to permit consecutive days off.

ARTICLE III WAGE RATES, OVERTIME AND EXTRA COMPENSATION

A. Wage Rates, Exhibits, Shift Differentials

1. 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.

2. a. 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.

b. 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.

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

4. 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 2.a. will be used in determining whether they will receive pay for one-half of a day or full day at the highest rate on each day of broken time. Section seniority within the group working on the specific job involved, and ability shall be followed in selecting these men.

B. Overtime, Extra Compensation and Other Premium Pay

1. a. Overtime rate ($1\frac{1}{2}$ times the regular rate), except as specified below in b. and c., shall be paid for all work performed out-

side of or in excess of the regular weekly work schedule "K" time.)

b. Overtime rate (2 times the regular rate) shall be paid for:

(1) All hours worked in excess of 16 consecutive hours; i.e., beginning on the 17th consecutive hour ("K-D" time).

(2) All hours worked on the second day off, where a minimum of four (4) hours on the first off day is also worked, and these off days are consecutive calendar days but need not fall within the same work week ("K-D" time). For purposes of double-time payment only, both off days will start at 12:01 a.m. and end at 12:00 midnight the same day, except for employees whose shifts start at 11:00 p.m., 7:00 a.m. or 3:00 p.m., for whom both off days will start at 11:00 p.m. and end at 11:00 p.m. the next day.

c. An employee who is called out to work and who reports for such work, shall receive a minimum of four (4) hours pay at straight time rates, or time-and-one-half for work performed, whichever amount is greater ("Q" time); except that he shall be paid at double-time rate where b. above applies.

2. a. Extra compensation ($\frac{1}{2}$ times the regular rate) shall be paid in addition to the regular rate, for hours worked on a regular, scheduled work day, under the following conditions:

(1) For the first shift scheduled to be worked and worked in a rearranged work schedule without 40 hours notice prior to the start of the first shift changed ("M" time).

(2) Time worked in excess of eight (8) hours in any twenty-four period, other than

overtime as defined in 1.a. and b. above ("N" time).

C. Distribution of Overtime

1. An effort will be made to distribute overtime equally among employees qualified in the classification in which the overtime occurs. 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.

2. To give effect to paragraph 1 above, as applied to refinery operators, the following procedures will be observed:

a. The operator handling the job on the shift preceding 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 operators referred to above have already worked the afternoon shift on their first scheduled days off in their regular weekly work schedules, or

(3) Where the Company has more than eight (8) hours' advance notice of the absence, or

(4) Where there is an operator on the vacated shift who can be made available

and who is qualified to relieve any job that will provide relief for the vacancy.

(5) In either (1) or (2) or (3) above, 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.

D. Overtime Meals

1. When employees are required to work overtime more than two (2) hours beyond their regular scheduled quitting time, meals at the Company's expense shall be considered due upon the completion of the first two (2) hours of such overtime and at intervals of each four (4) hours of continuous overtime thereafter. The cost of meals so provided shall not exceed \$1.50 each.

2. When it is definitely known in advance that an employee will work over six hours overtime, Company may provide him with one meal not to cost over \$3.00 in place of two separate meals at \$1.50 each. Company may also, at its option, provide employee with a meal allowance of \$1.50 in place of the meal.

3. When the meal is furnished by the Company for Maintenance personnel, a work stoppage of thirty (30) minutes, at Company's expense, will be allowed for eating.

ARTICLE IV SENIORITY

A. For the purpose of administering this article, and Article V, seniority of two types shall be considered as stated below:

1. Refinery seniority, which shall be

based on the date of entering the service of the El Paso Refinery; and

2. 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 refinery sections are:

1. Light Oil
2. Stocks & Utilities
3. Catalytic Cracking
4. Thermal Cracking
5. Filling & Shipping
6. Storehouse
7. Electrical & Instruments
8. Machinist and Tool Room
9. Welding
10. Pipe Fitting, Boiler Making and Miscellaneous

ARTICLE V PROMOTIONS, DEMOTIONS, LAYOFFS AND REHIRINGS

(Attached to and made a part of this agreement are "Exhibit B," Job Progression Chart — Maintenance — Storehouse, and "Exhibit C," Job Progression Chart — Operating Sections, showing job classifications and the normal progression and regression paths between the various classifications and groups of classifications.)

A. Promotions

1. All promotions, demotions, placement of men displaced by job terminations, and all filling of permanent vacancies shall be based on seniority and ability. It is the in-

tent 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, thru 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.

2. When an employee is not progressing or performing his work in a satisfactory enough manner, he will be so informed. When a promotion is made and the employee promoted is not the highest on the section seniority list of the next lower applicable rate classification, any employee higher on such rate classification and eligible for consideration for such promotion will be advised by management (in advance when possible) why such employee was not selected for such promotion; except that this notification shall not be necessary in the Operating sections for promotions made in accordance with "Exhibit C," Job Progression Chart—Operating Sections.

3. 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 jobs which he is capable of performing.

4. Where employees are temporarily transferred or assigned to areas or organizations outside of the bargaining unit, they shall be allowed to return within a 2-year period to the job that their seniority and ability

would have entitled them to, had they remained in the refinery organization.

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

a. 12 months of service as Mechanic "B," and

b. 60 months of service in the Refinery Maintenance Division, including any service as Mechanic "B."

6. a. The Company will maintain a minimum of 60% overall Mechanic to Helper ratio in the Maintenance Division, provided there are Mechanic Helpers who are qualified to be Mechanics.

b. Mechanics "A" will be promoted to Senior Mechanics upon completion of 15 years' refinery service, providing the number of Senior Mechanics does not exceed 10% of the total number of Mechanics.

B. Layoffs and Rehiring

1. Layoffs for lack of work, and rehiring shall be based on refinery 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 of 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' of 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 refinery seniority of qualified men, 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 list have reported for work.

C. Demotions

1. In making demotions because of curtailment of work and not because of an employee's deficiency, position on the section seniority list shall control within each section and the employee with the least section seniority in each rate classification affected shall be the first demoted from the rate classification to the next lower applicable rate classification, provided the employee who displaces him is qualified

for the work and except that the Company may retain a sufficient number of qualified men on necessary operations to permit continued efficient operation. Such demoted employees shall be placed to the top of the section seniority list of the rate classification to which demoted for consideration in case a promotional opportunity develops in the rate classification from which demoted.

2. If an employee being demoted because of curtailment of work has previously worked in another section than that in which he is then working, he may be transferred to such rate classification in such other section for which he is qualified by experience and training provided he has greater refinery seniority than the employee whose demotion would result therefrom. The new position in the new section seniority list shall be at the bottom of the rate classification to which transferred, except that in event of layoffs because of lack of work, in the new section, the transferred employee shall retain his position in the new section according to his refinery seniority.

D. Inter-Section Status

1. For the purpose of administration of Articles IV and V, all employees will be assigned to a specific refinery section within one year of date of employment in Company's Refinery. Section assignment will be made by Company based on work load, and Company's evaluation of employee's qualifications and preferences. The order of section assignment will be based on seniority and ability, as provided in Exhibits B and C. Section assignment as stated here shall not in any way interfere with Company

having employee do any type of refinery work that in Company's judgment he can do safely.

2. Transfers between Maintenance sections may be made with Company approval. In all cases of permanent transfer between sections, the transferred employee will enter the new section with section seniority dating from the date of entering the new section, and he will relinquish all seniority in the former section.

3. Temporary inter-section transfers may be made, for short periods of time. Company records will clearly indicate the temporary nature of such transfers. The employee will not acquire section seniority in the new section nor lose acquired section seniority in his regular section. If any temporary transfer is later made permanent, Company records and the seniority list will so indicate, and the provisions of paragraph 2 above will apply, except as provided in the last sentence of paragraph 1, section C above.

ARTICLE VI VACATIONS, HOLIDAYS AND FRINGE BENEFITS

A. Vacations

Employees who have completed one year's service with Company shall be given two weeks' vacation with pay each calendar year. In the tenth calendar year and in each calendar year thereafter, employees will be given three weeks' vacation with pay. In the twentieth 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.

B. Holidays

1. The following holidays shall be observed:

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

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

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 times the straight time rate for all hours worked. For the purposes 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 paid holidays per year. Those not so paid under the provisions of paragraphs 2 and 3 above, shall receive a day's pay at their regular straight time rate for each such holiday.

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 benefit plans 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.

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.

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.

ARTICLE VII UNION ACTIVITIES

A. 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.

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 four employees, provided that not more than two employees shall be granted a simultaneous leave.

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 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 years.

c. Applicant, if re-employed within said period of two 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. Discrimination, Coercion or Intimidation

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.

E. Conferences 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.

F. 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 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

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.

C. Payroll Deductions for Savings

Upon written request of the employee, using Form TXM-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. Strikes and Lockouts

There shall be no cessation of work thru 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 I 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.

E. Smoking Areas

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.

F. Contract Labor

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.

G. 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 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.

H. Industrial Injuries

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 (8) hour day at the rate of pay he was receiving at the time of injury.

I. 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.

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 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. If at the conclusion of the discussion with his supervisor he is not satisfied, the employee shall so state and advise his supervisor that he is taking the first step in presenting a grievance.

2. Failing to reach a satisfactory understanding or adjustment, the aggrieved employee within five (5) days thereafter shall present in writing his case personally, or thru 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 Com-

pany on the grievance will be accepted, or whether said decision shall be arbitrated.

3. 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 (7) 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.

4. 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.

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 to 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.

ARTICLE X

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 XI

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
7629 Parral 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.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 552

By C. J. McBride, Jr., President
By F. W. J. Bishop, Secretary

STANDARD OIL COMPANY OF TEXAS
By M. P. Paret, Jr., Vice President

EXHIBIT "A"

REFINERY CLASSIFIED OPERATING
& MECHANICAL WAGE SCHEDULE

OPERATING DIVISION

Classification	Symbol	Hourly Rate	Daily Rate
Head Operator A	HOA	\$3.0750	\$24.60
Catalytic Cracker			
Thermal Cracker			
Crude Distillation			
Head Operator B	HOB	2.9688	23.75
Gas Recovery-Alkylation			
Pumping			
Thermal Cracker			
Head Operator C	HOC	2.8625	22.90
Catalytic Cracker			
Gas Recovery-Alkylation			
Perco Desulfurizer			
High Pressure Boilers			
Platformer			
Gauging			
Operator A	OA	2.7563	22.05
Catalytic Cracker			
Crude Distillation			
Gas Recovery-Alkylation			
Thermal Cracker			
Gauging			
Caustic Treating			
Operator B	OB	2.5975	20.78
Catalytic Cracker			
Gas Recovery-Alkylation			
Treater			
Operator C	OC	2.3325	18.66
Catalytic Cracker			
High Pressure Boilers			
Gauging			

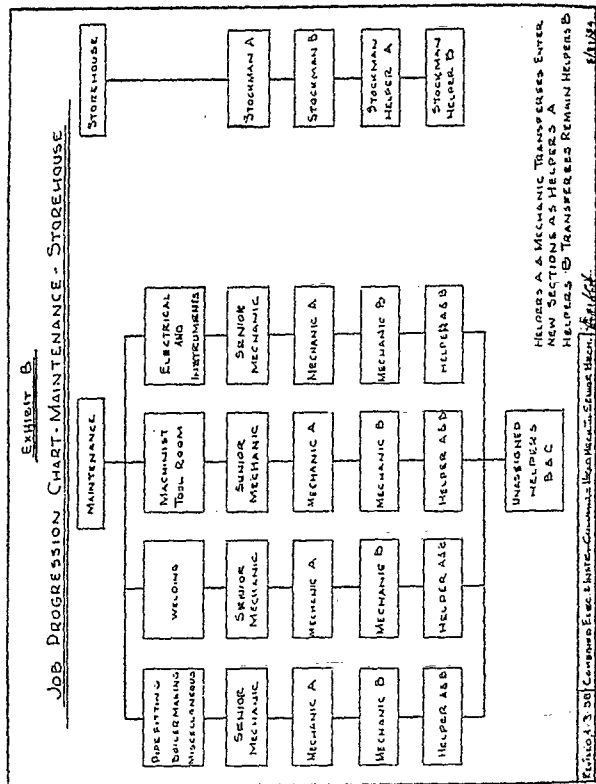
MAINTENANCE DIVISION

Classification	Hourly Rate	Daily Rate
Senior Mechanic	\$2.9688	\$23.75
Mechanic A	2.8625	22.90
Stockman A	2.8625	22.90
Mechanic B	2.5975	20.78
Stockman B	2.5975	20.78
Stockman Helper A	2.4063	19.25
Helper A	2.4063	19.25
Stockman Helper B	2.2375	17.90
Helper B	2.2375	17.90
Helper C	2.0438	16.35
Laborer	1.7988	14.39

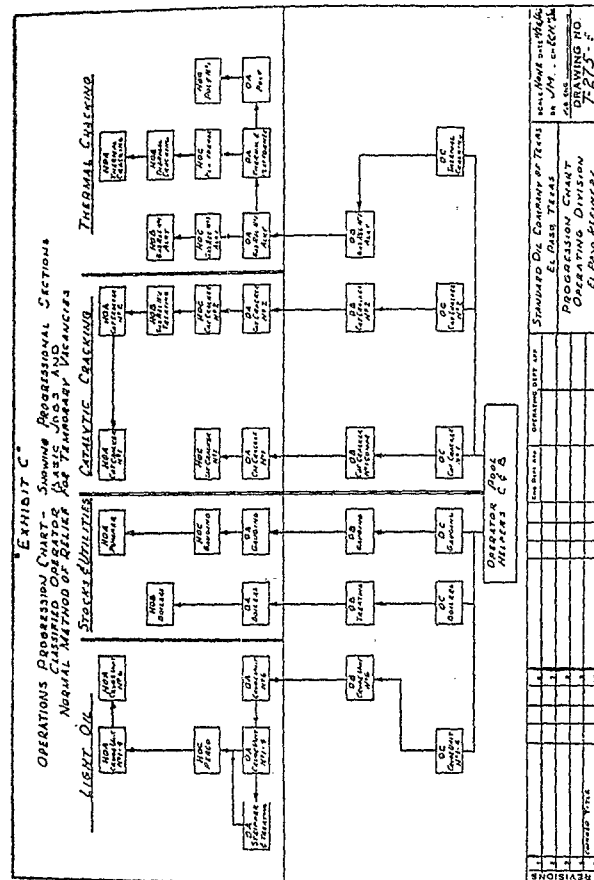
FILLING & SHIPPING

Finished Stock Gauger	2.5975	20.78
Carloader Senior	2.5975	20.78
Carloader A	2.4063	19.25
Carloader B	2.2375	17.90
Helper C	2.0438	16.35

Employees who work any time other than day shift will receive, in addition to the above rates, 8c an hour for the afternoon shift, or 16c an hour for the morning shift.



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EXHIBIT "C"

PROGRESSION & TRANSFERS WITHIN THE OPERATING DIVISION

All men hired for Operations will be hired at the Helper "C" rate. This rate will be effective for a period of 20 work days, except in cases where men have become qualified and work an OC job in less than 20 work days, the OC rate will then be paid for any OC work performed.

After the initial 20 day work period, if the man is not working in an OC classification, he will be advanced to the Helper "B" rate.

After having worked in an OC classification, thereafter a man will be paid at the rate of his basic classification or at the rate of the classification at which he is working, whichever is higher. An employee's basic classification or assignment is the classification in which he would be working full time provided there were no absences in classifications above for any reason. Swing jobs in all cases are basically classified at the lower of the two swing classifications.

For all periods of break-in or other training work, he will be paid at the rate of the classification at which he is breaking in or the rate of the classification in which he would have been working, whichever is higher. For the purpose of further training an employee in the next higher classification as a refresher, a man 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.

During periods when there is a temporary surplus of Operating manpower, operators may be required to work in the Maintenance Division. During this period they will be paid at the Helper "B" rate if their basic assignment is in the Operator Pool, and will be paid at the rate of their basic assignment if their basic assignment is OC or higher.

Permanent vacancies at the OC level will be filled by seniority from the Operator Pool. After receiving a basic assignment in either of the combined progressional sections below the OA level, a man will remain in the assigned section except that during the month of November each year he may request a transfer to the other combined progressional section and receive a new basic assignment below the OA level, according to seniority, as soon thereafter as he is able to qualify by ability to hold such basic assignment.

Men will be promoted to fill permanent OA vacancies (Light Oil, Stocks & Utilities, Catalytic Cracking, Thermal Cracking) from the OB level in the combined progressional section to which he is assigned, according to seniority and ability. After a man accepts a permanent basic assignment of OA in one of the four progressional sections (Light Oil, Stocks & Utilities, Cat Cracking or Thermal Cracking), he will progress by seniority and ability only in that section. In the event he wishes to transfer to another section, he may do so at any time by making a written request to the Company and by taking a basic assignment (OC) just under the youngest basically assigned OB

in that particular progressional section, and progress in this relative position.

Temporary vacancies of not more than 30 days duration, occasioned by illness, vacations, leaves of absence, etc. will, when qualified men are available, be filled on the shift on which they occur, by vertical movement within the plant, as indicated by the Progression Chart, which is a part of this Exhibit. When adequate qualified men are not available for such vertical movement, then changes in schedule shall be made to provide adequate qualified men.

Schedule changes shall be made if necessary to assure that the senior qualified man in each basic classification in each progressional section shall, over a period of one contract year, receive substantially more shifts of work in the next higher classification than any junior man in the same basic classification in the same progressional section.

In event of an anticipated vacancy in excess of 30 days in an established basic job due to reasons such as extended illness, leaves of absence or special assignments, such vacancies will be filled in accordance with the procedure used in filling permanent vacancies, without changing basic classifications.

Permanent vacancies—Promotions to fill any job, above the OC level, when such job is permanently vacated, will be in accordance with seniority and ability, except that any man may request in writing to the Company that he remain in line of progression in any one plant in a progressional section rather than accept a job of higher

classification in another plant in the same progressional section.

When a man requests and is therefore given a permanent plant assignment, he forfeits all future rights to a higher job in the same progressional section except the higher job in the plant in which he requests to remain.

A man, at his written request to the Company, will be allowed to remain on any permanent assignment without progression to higher jobs.

Lateral training at all levels in a progressional section will be given to all operators who agree to such training and who are satisfactorily performing their duties in their plant assignment. Such training will be done consistent with Operating requirements.

Lateral movement between jobs within a progressional section will be made at reasonable intervals when such movement is desirable from the viewpoint of both the man and the Company.

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.

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Added after 58-59
Contract

AGREED WORKING AGREEMENT CHANGES

These agreements are made this 25th day of September, 1958, effective 12:01 AM Wednesday, August 13, 1958, and 12:01 AM Wednesday, September 24, 1958, as amendments to that certain Working Agreement between these parties, dated May 13, 1958, as follows, to-wit:

Effective 12:01 AM Wednesday, August 13, 1958, add to ARTICLE II. A:

1. Maintenance employees working a shift other than the day shift be allowed a 15 minute lunch period on the job site plus an additional 5 minutes for cleanup and travel to their respective lunches on Company time.

Add to ARTICLE III. B. 2.a:

2. Since, at times, it may be necessary for the Company to schedule Maintenance employees to work a shift which may extend from one calendar day into the next, the employees involved will be paid at the overtime rate for the hours worked on such employee's first off day. It is understood that, in the next Working Agreement, Article II.A. will have to be expanded to clarify the existing language

Effective 12:01 AM Wednesday, September 24, 1958, add to ARTICLE II. A:

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3. In the event the work schedule of a Maintenance employee is changed and his starting time on his new schedule is more than one hour sooner or later than the starting time under his schedule immediately prior to the change, he shall receive the extra compensation as provided in ARTICLE III. B.2.a.(1). Any change in starting time of one hour or less shall not require notice or payment provided in ARTICLE III. B.2.a.(1).

Add to EXHIBIT 'A':

4. For all shifts of Maintenance employees starting or ending outside the hours of 7:00 AM to 5:30 PM, the applicable shift differential shall be paid. Applicable shift differentials are as follows: 8¢ per hour from 4:00 PM until midnight, and 16¢ per hour from midnight until 8:00 AM.

Shift differential shall not be paid Maintenance employees whose regular day begins and ends between 7:00 AM and 5:30 PM or for unscheduled continuous hours worked beyond their regular day shift quitting time.

Add to ARTICLE II. A:

5. Should four or more hours of any regular work day for Maintenance employees fall outside the hours 7:00 AM to 5:30 PM, a lunch period shall be provided on Company time, as stated in the Standard Oil Company of Texas' letter to the

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International Union of Operating Engineers, Local No. 552, dated July 18, 1958, and accepted by the Union August 12, 1958. See paragraph 1 above.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives this 25th day of September, 1958.

STANDARD OIL COMPANY OF TEXAS
By M. P. Paret, Jr., Vice-President

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 552

By W.P. Jackson, President
By A.D. Offutt, Secretary

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