PLAINTIFF'S
EXHIBIT
CHV-521

1961-1962

AGREEMENT

BETWEEN

STANDARD OIL COMPANY
OF TEXAS

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION 370
(A. F. of L.)
AND
C. I. O.

EL PASO, TEXAS

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1961-1962

AGREEMENT

Between

STANDARD OIL COMPANY OF TEXAS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 552

El Paso, Texas

THIS AGREEMENT is made and entered into this 7th day of Sept. 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.

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C. A regular weekly work schedule shall consist of five 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. The regular weekly work schedule of day workers shall show the hours of work, days of work, and the days off. Such weekly work schedules shall be posted not later than 3:30 p.m. on the Friday prior to the week in which they are to become effective.

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 of an Operating Division works in two classifications in one day, and works less than half 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 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 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. 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.

B. Overtime, Extra Compensation and Other Premium Pay

1. General

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

2. Extra Compensation (½ 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:

a. Time worked in excess of eight hours in any 24-hour period, other than overtime as defined in 3.a. and 4. below ("N" time).

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b. When employees are scheduled to work a shift which may extend from one calendar day into the next, the employee involved will be paid at the overtime rate for the hours worked on such employee's first off day, with such off day considered as starting at 12:01 a.m. for day workers and 11:00 p.m. for shift workers.

c. For the first shift scheduled to be worked and worked where the regular work day has been changed as listed below without forty hours notice prior to the start of the first shift changed ("M" time).

(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; i.e., change from shift No. 1 to shift No. 2, etc.

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

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

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

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

3. Overtime rate (1½ times the regular rate) shall be paid for:

a. All work performed outside of, or in excess of, the regular weekly work schedule ("K" time), except as specified in b. and 4. below.

b. "Call out"—Any employee who reports for work after he has completed his shift and has left the plant, and before the start of his next regular scheduled shift or on a day off, shall be paid a minimum of four hours pay at his straight time rate or time and one-half for work performed, which ever 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.

The payments shall be referred to as "Q" time and shall be paid as provided herein except a man shall be paid at "double time" rate where 4. below applies.

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

a. All hours worked in excess of sixteen

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consecutive hours; i.e., begnning on the 17th consecutive hour ("K-D" time).

b. All hours worked on the second day off, where a minimum of four 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 ("K-D" time). For the purpose 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.

5. Extra Compensation (straight time for hours scheduled, plus 1½ times for hours worked).

a. Employees who work on an observed holiday shall receive 1½ times the straight time rate for all hours worked in addition to straight time, for the number of hours in their regular daily work schedule. See Article VI.B.3.

C. Distribution of Overtime

1. An effort will be made to distribute overtime equally among employees qualified in the classification and section in which the overtime occurs, except those assigned to light duty for health reasons. Any employee who is to be absent from his assigned shift shall notify the Company as far in advance of such absence as possible.

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 hours in the preceding twenty-four 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 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.

D. Overtime Meals

1. 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 completion of the first two hours of such overtime and at intervals of each four hours

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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 to cost not over $3, in place of two separate meals at $1.50 each. The employee shall, if he prefers, be provided with a meal allowance of $1.50 in place of the second meal.

3. When the meal is furnished by the Company for Maintenance personnel, a work stoppage of thirty minutes, at Company 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 serivce 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. Crude Distillation
2. Stocks & Utilities
3. Cracking

4. Filling & Shipping
5. Storehouse
6. Electrical and Instruments
7. Machinists and Tool Room
8. Welding
9. Pipefitting, Boilermaking 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 and 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 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, thru lack of knowledge, skill or efficiency on the job, are

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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 promoton 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 Operation 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.

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 completion of twelve 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 75% 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 Rehirings

1. Layoffs for lack of work, and rehirings 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.

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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 em-

ployee 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 at the top of the section seniority list of the rate classification to which demoted and shall be the first to advance to the 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 shall—at his request—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 Maintenance and Store-

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house 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 Exhibit B. 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 sections may be made with Company approval. In all cases of permanent transfer between sections, the transferred employee will enter the new sction 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 wlil 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 par. 2. above will apply, except as provided in the last sentence of par. 1 section C. above.

ARTICLE VI

VACATIONS, HOLIDAYS AND FRINGE BENEFITS

A. Vacations

1. 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.

2. 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 periods in a calendar year upon his request, consistent with the work at hand, and agreed to by the Company.

B. Holidays

1. The following holidays shall be observed:

New Year's Day	Memorial Day
Washington's Birthday	Fourth of July

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ee pay for "H" when half pay day before + day after - per DNS. 9/4/62

Labor Day	Thanksgiving Day
Veterans' Day	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 hours later.

4. All regular employees shall receive eight 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.

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 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.

ARTICLE VII

UNION ACTIVITIES

A. Workman's Committee

The Union shall create a Workman's

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Committee, composed of four 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. 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 days duration (except where distances to be traveled require additional time, in which case not more than thirty days) for the purpose of attending Union Conferences or Meetings will be granted during any calendar year to not more than six employees, provided that not more than three employees shall be granted simultaneous leaves. If the Union needs leaves of absnce 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 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

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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, 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.

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

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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 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 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 Workman'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

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employment as set forth in his agreement shall promptly and personally, within five 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 uspervisor 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 days after receiving the complaint.

3. If the answer does not satisfy the employee, he shall so state and advise his foreman or appropriate superivsor, within five 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 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 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 a verbal discussion with the appropriate Operations Division Superintendent or Maintenance General Foreman. 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 Superintendent or General Foreman, and shall be held within five 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 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 five 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 days from the date of 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.

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7. 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 five 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 five days from receipt of notice by the Union of its intent to arbitrate. Within ten days after the Company notifies the Union of its arbitrator, both the Company and Union arbitrators will meet and attempt to select a third arbitraor. If unable to agree in this meeting to the third party, they will jointly request of the Federal Mediation Service a list of five 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 proceeding 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. thru 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 days after the discharge.

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 addressd by one party to the other as follows:

International Union of Operating Engineers,
Local No. 552

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P. O. Box 5295
El Paso, Texas

Standard Oil Company of Texas
P. O. Box 862
El Paso, Texas
Attn: 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
R. C. Bowlin, President
J. E. Sims, Secretary

STANDARD OIL COMPANY OF TEXAS
J. H. Kitchen, Refinery Manager

EXHIBIT "A"

REFINERY CLASSIFIED OPERATING AND MECHANICAL WAGE SCHEDULE

OPERATING DIVISION

Classification	Symbol	Hourly Rate	Daily Rate
Head Operator A	HOA	$3.3900	$27.12
Head Operator B	HOB	3.2737	26.19
Head Operator C	HOC	3.1562	25.25
Operator A	OA	3.0400	24.32
Operator B	OB	2.8637	22.91
Operator C	OC	2.5725	20.58

MAINTENANCE DIVISION

Senior Mechanic	SM	3.2737	26.19
Mechanic A	MA	3.1562	25.25
Stockman A	SA	3.1562	25.25
Mechanic B	MB	2.8637	22.91
Stockman B	SB	2.8637	22.91
Stockman Helper A	SHA	2.6537	21.23
Helper A	HA	2.6537	21.23
Stockman Helper B	SHB	2.4675	19.74
Helper B	HB	2.4675	19.74
Helper C	HC	2.2537	18.03
Laborer	L	1.9837	15.87

FILLING & SHIPPING

Finished Stock Gauger	2.8637	22.91
Carloader Senior	2.8637	22.91
Carloader A	2.6537	21.23
Carloader B	2.4675	19.74
Helper C	2.2537	18.03

Shift workers 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.

For all shifts of day workers starting or ending outside the hours of 7:00 a.m. to 5:30 p.m., and for all overtime hours worked, the applicable shift differential shall be paid. Applicable shift differentials are as follows: 8c per hour from 4:00 p.m. until midnight, and 16c per hour from midnight until 8:00 a.m.

Mechanic Helpers enrolled in the Mechanic Training Course and making satisfactory progress shall receive, in addition to the Helper rate and any applicable shift differential an achievement training differential of $0.50 per day after one year from the date of enrollment, and $1 per day after two years from the date of enrollment.

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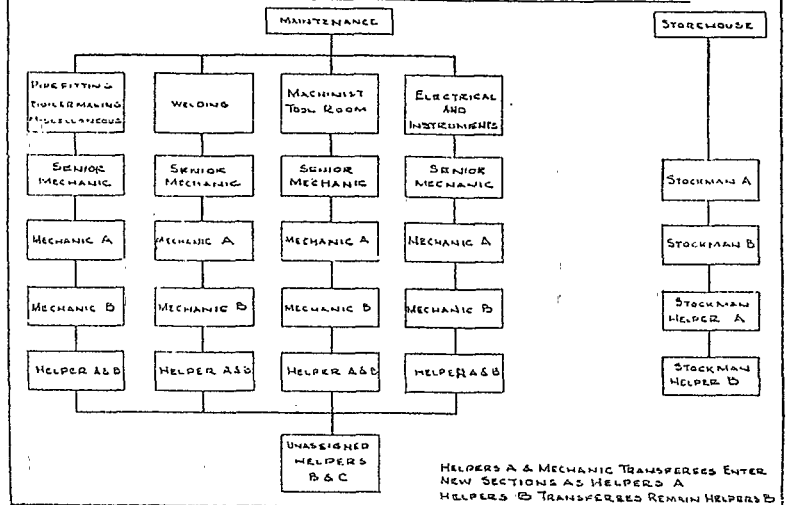
EXHIBIT B

JOB PROGRESSION CHART-MAINTENANCE - STOREHOUSE



Revised 4-7-50 | Combined Fire & Boiler, Common Head Helper, Genius Helper | 5/21/54

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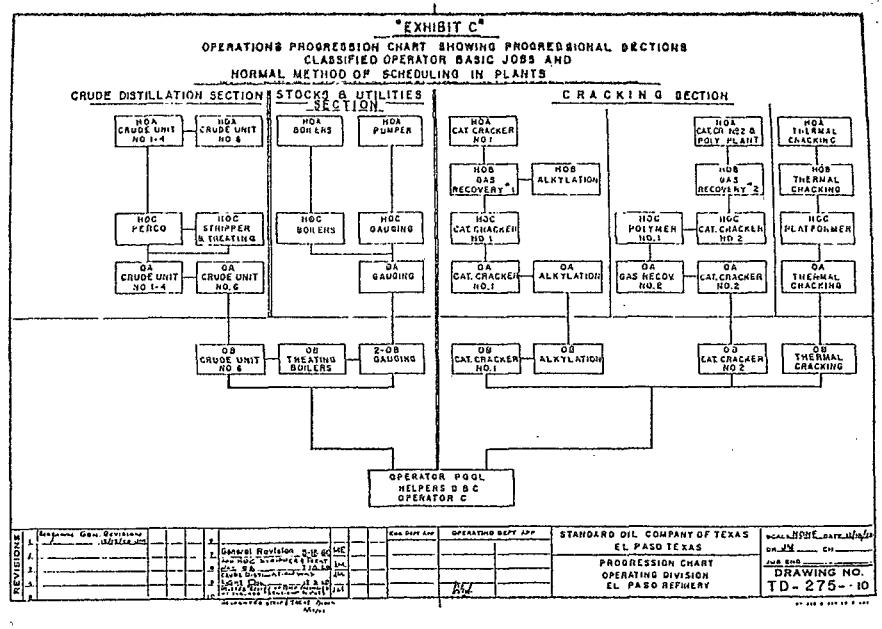
"EXHIBIT C"

OPERATIONS PROGRESSION CHART SHOWING PROGRESSIONAL SECTIONS
CLASSIFIED OPERATOR BASIC JOBS AND
NORMAL METHOD OF SCHEDULING IN PLANTS



REVISIONS — General Revision 5-15-50 — BKF

STANDARD OIL COMPANY OF TEXAS
EL PASO TEXAS
PROGRESSION CHART
OPERATING DIVISION
EL PASO REFINERY

DRAWING NO.
TD-275--10

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EXHIBIT "C"

PROGRESSION & TRANSFERS WITHIN THE OPERATING DIVISION

1. 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 on OB job in less than 20 work days, the OB rate will then be paid for any OB work performed.

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

3. After having worked in an OB classification, thereafter a man will be paid at the rate of his basic classification or at the rate of the classification in which he works, 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.

4. 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.

5. 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 during their first year of Refinery service, and the OC rate after their first year of Refinery service, 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 OB or higher.

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

7. Men will be promoted to fill permanent OA vacancies (Crude Distillation, Stocks & Utilities or Cracking) from the OB level in the progressional section to which he is as-

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signed, according to seniority and ability. After a man accepts a permanent basic assignment of OA in one of the three progressional sections, 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 (OB) just under the youngest basically assigned OB in that particular progressional section, and progress in this relative position.

8. Temporary vacancies of not more than 30 calendar days duration occasioned by illness, vacations, leaves of absence, etc. will be filled in one of the following manners:

a. An operator from the Operator Pool will be assigned to the OB job in the plant in which the vacancy is to occur. Then the senior men on shift in the plant will move up from the classification in which they are scheduled (as indicated by the progression chart which is part of this exhibit) if they are qualified to work the job. If, at some level there is an operator who is not qualified to work the next higher job, a junior man—if qualified—will be used to fill the vacancy.

b. By an operator, on the shift on which the vacancy occurs, who is qualified to relieve any job that will provide relief for the vacancy.

c. By schedule changes to be made to provide adequate qualified men.

9. 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 clasification than any junior man in the same basic classification in the same progressional section.

10. In event of an anticipated vacancy in excess of 30 calendar 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.

11. Permanent vacancies — Promotions to fill any job, above the OB level, when such job is permanently vacated, will be in accordance with seniority and ability. If a man is offered and turns down a basic OA job in either progressional section in the Light Oil Division, he shall not—at a later date—go ahead of the junior man that accepted the job. 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 that filled a basic OA job and thereafter advance in that relative position.

12. An operator who is not promoted according to the articles of this Agreement, because of a written request by him or due to his lack of ability, may be retained on an assignment that he can handle satisfactorily,

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