

AGREEMENT
BETWEEN
PQ CORPORATION
KANSAS CITY, KANSAS SITE

AND

UNITED STEELWORKERS AND THEIR
LOCAL 348

June 19, 2018 through June 21, 2023

AGREEMENT INDEX

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AGREEMENT

This Agreement made and entered into as of this 19th day of June 2018, by and between the PQ Corporation, located in Kansas City, Kansas (hereinafter called the "Company"), and the United Steelworkers on behalf of Local 348 (hereinafter called the "Union").

For the purpose of facilitating the peaceful adjustment of differences which may arise from time to time and out of promoting harmony and efficiency, to the end that the Company, the Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

Throughout this agreement, the term working days refers to Monday through Friday excluding holidays.

ARTICLE 1 RECOGNITION OF UNION

The Company agrees and does hereby recognize the Union as the exclusive bargaining agency of the employees employed in the Kansas City, Kansas Site, for the purpose of bargaining in respect to rates of pay, hours of work and other conditions of employment, as provided for in Section 9(a) of the Labor-Management Relations Act of 1947.

The word "employee," as used herein, means all employees employed by the Company at its Kansas City, Kansas Site, with the exception of Executives, Office and Supervisory employees.

This recognition is expected to promote industrial peace and efficiency, economical and profitable production, and to the extent permitted by economic conditions, to assure security and continuity of employment.

ARTICLE 2 UNION MEMBERSHIP

The Company and the Union agree not to intimidate or coerce employees to become members or refrain from becoming members of the Union.

CHECK-OFF

The Company will deduct from the first paycheck each month of those employees of Company who give the Company a written assignment authorizing it to do so, which assignment shall not be irrevocable for a period of more than one (1) year from the date of such assignment or beyond the termination date of this agreement, whichever occurs sooner (except in the event of the automatic renewal thereof as provided in said written assignment which provides that the authorization shall continue in full force and effect, unless a written notice is given to the Company and the Union, not more than twenty (20) days or less than ten (10) days prior to the expiration date of this agreement), the initiation fee for the first month after such employees become members of the Union and monthly Union dues for each month thereafter. If there is any change in the amount of the Union initiation fee or in the amount of the monthly Union dues, the Company will similarly deduct from the pay of any union member covered by this agreement the amount of the Union initiation fees and monthly dues so changed provided the Union delivers to Company a duly signed and notarized letter to the effect that Union has changed the amount of its initiation fee and/or monthly dues, the amount of the initiation fee and/or monthly dues so changes, and the date when said change or changes become effective. The aggregate amount of the Union dues and initiation fees so assigned and deducted each month will be remitted by Company promptly thereafter to the International Secretary Treasurer.

The Union agrees to save the Company harmless from any action or actions commenced by any employee against the Company for any claim arising out of such deductions, and the Union assumes full responsibility for the disposition of the funds as deducted once they have been turned over to the Union as provided above.

BULLETIN BOARD

A Bulletin Board shall be provided in the Site on which the Shop Steward or Union officers may post only notices pertaining to the business of the Union, after first presenting the notice to the Site Manager and obtaining their approval of the notice.

SHOP STEWARD

There shall be a Shop Steward(s) selected by the members of the Union, who shall advise and help members of the Union in interpretation and application of the provisions of this Agreement. The Shop Steward(s) shall do their regular work in the plant but shall be allowed sufficient time to discuss grievances with the employee involved, the immediate Manager and the Site Manager without loss of pay during regular working hours.

ARTICLE 3 RESPONSIBILITY OF THE COMPANY

The following article is subject only to the limitations set forth in this agreement:

The rights to hire, suspend, discipline, or discharge for cause, and to maintain discipline and efficiency is vested in the Company. The right to lay off employees, because of lack of work or other legitimate reasons is also vested in the Company.

In addition to the products to be manufactured, the schedule of production, the methods, processes and means of production, operating and of manufacturing and all other matters not specifically determined by this agreement shall remain in the exclusive control of the Company.

ARTICLE 4 DISCIPLINARY ACTIONS

The Company has 30 working days to discipline an employee once the Company becomes aware of the incident giving rise to the discipline. This may be extended by mutual agreement between the parties.

All disciplinary actions will be confirmed in writing to the affected employee and the Union within five (5) working days from the date the employee was notified of such action. These five days can be extended by mutual agreement.

PROCEDURE FOR SETTLEMENT OF GRIEVANCES

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement, and must be presented within ten working days after it arises and be processed in accordance with the following steps, time limits and conditions herein set forth. All grievances related to the discharge of an employee shall immediately proceed to Step 2 of the grievance procedure.

Step 1: The employee or employees shall first take up their grievance with their immediate Manager. Upon request the Shop Steward shall be given an opportunity to be present at a time to be fixed by the Manager.

Step 2: If the grievance is not settled in Step 1, it shall, within three working days thereafter, be given to the Site Manager who shall discuss it with the Shop Steward(s) within ten (10) working days. The Site

Manager shall give a written answer, to include their signature, to the grievance within five working days after the close of the discussion.

Step 3: If the grievance is not settled in Step 2, the Union shall notify the Company of its decision whether or not to proceed to the next step within five (5) working days. The Company's Industrial Relations Manager or his/her designee and the United Steelworkers international Representative or his/her designee will schedule a step 3 meeting within 30 working days, unless the matter can be settled by correspondence between the above parties. The Company has 20 working days after the date of the 3rd step grievance to deliver its answer, in writing, to the Union.

Step 4: If the Grievance is not settled in Step 3, it may be appealed - within 30 days after the receipt of the written answer of the Company Representative - to arbitration in accordance with the procedure and conditions set forth in the arbitration clause Article 5.

The above time limits in Steps 1, 2, 3, and 4 may be extended by mutual agreement in writing. In the event the grievance is not processed by the Union in accordance with the time limits specified at each step of the grievance procedure, the grievance will be dropped.

ARTICLE 5 ARBITRATION

Any grievance which has not been satisfactorily settled in accordance with the foregoing grievance procedure may be submitted to arbitration by submitting a request for a panel of arbitrators to either the Federal Mediation and Conciliation Service or to the Company Representative within thirty (30) days after the Company's answer in the last step. The parties may mutually select an arbitrator to hear the case and render a decision as speedily as possible. In the event the parties fail to agree upon the selection of an arbitrator within ten (10) working days from the date of receipt of the request for arbitration, the matter then shall be submitted to the Federal Mediation and Conciliation Service who shall be asked to submit a list of seven (7) arbitrators. The Company and the Union shall alternately strike out names, and the remaining name will be the Arbitrator. The parties agree to abide by the award. The parties further agree that there shall be no suspension of work when such disputes arise and while they are in the process of adjustment or arbitration. The authorized and incurred expenses incident to the services of the arbitrator shall be paid jointly and equally by the parties. The arbitrator shall have only jurisdiction and authority to interpret, comply or determine compliance with the provisions contained in this agreement or any written amendments thereto. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this agreement or any written amendments thereto. The decision of an arbitrator on any matter which shall have been submitted in accordance with the provisions of this agreement shall be final and binding upon the Company and the Union.

ARTICLE 6 NO LOCK-OUT OR STOPPAGE OF WORK

During the term of this Agreement, there shall be no strikes, walkouts, sit-downs, slowdowns or other interference with or interruption of work, and the Company shall not lockout any employee represented by the Union.

ARTICLE 7 SENIORITY

The Company and the Union recognize the principles of seniority and agree to apply them on a site-wide basis. Seniority shall be determined by the date of hire. In the event two or more employees are hired on the same day, the date of the employment application will be the determining factor.

In reduction or restoration of the working force, seniority shall govern, provided the employee has the qualifications and the ability to perform the required work. Operators will be laid off by seniority provided the remaining Operators can demonstrate acceptable performance on their assignments during their first 30 days on that assignment.

An employee who is laid off from the site will be eligible for recall from layoff for a period of one (1) year or the employee's length of employment, whichever is less, from the date of the most recent layoff. Laid off employees offered re-employment by certified letter who do not respond within seven (7) days will be considered as no longer eligible for re-employment. It is the employee's responsibility to keep their address current.

In the event of a layoff due to lack of work, the employee(s) to be laid off will be given two (2) weeks notice of such layoff, if possible. At the Company's discretion, the employee may be offered pay in lieu of notice up to eighty (80) hours pay.

If there are openings in operations at the time a layoff affects Maintenance, the Maintenance employees would be allowed to fill the openings before hiring new employees.

SENIORITY LIST

The Company shall post revised seniority lists on the Site bulletin board semi-annually during January and July. Employees will be allowed fifteen (15) days after posting in which to question their seniority listing.

NEW EMPLOYEES

When new employees are hired, they shall be considered probationary for the first 120 calendar days of work. This probationary period may be extended by mutual agreement between the parties. If the employee is kept on the payroll beyond the probationary period, their seniority shall date back to the first day of employment. During the probationary period, a new employee who is discharged by the Company will not have recourse to the grievance or arbitration procedure.

A new employee who goes on Short Term Disability during the probationary period will have the probationary period extended by the length of the period of disability.

LEAVES OF ABSENCE

Leaves of absence, without pay, not exceeding ninety (90) days, may be granted at the discretion of the Company for good and sufficient reason.

Union Leave of Absence

With two weeks notice, leaves of absence, without pay, shall be granted to employees for the purpose of attending Union functions. It can be denied if it would cause excessive overtime or a disruption of operations. The Company will be reasonable in its approval of said Union Leave of Absence

ASSIGNMENT OF DUTIES

Salaried employees are not to do work which will deprive an hourly employee of a job normally performed by hourly employees, except in cases of emergency or for purposes of instruction.

Employees shall do their regular work and shall, in addition, lend each other such help as is needed for proper operation of equipment.

It is understood that employees shall work together as a team to get the necessary work done and to keep equipment operating at full rate of production.

In case the Company decides to create an entirely new assignment or make a major change in an existing assignment, the Company and the Union will discuss the changes and negotiate the appropriate rate.

BUMPING

When an Operator's job is eliminated, those employees affected will form a "Bump List". The senior employee on the bump list will select an operation's assignment, which is held by an employee with less seniority. The employee with the lowest seniority holding that assignment will then join the bump list at their seniority position. The process will be repeated until the bump list is eliminated. In the event of layoff involving Maintenance, only those Maintenance employees with previous operator experience will be allowed to bump into Operations at their seniority level.

TEMPORARY EMPLOYEES

Temporaries may be used as Laborers, Laboratory Technicians, Maintenance Mechanics and Instrument Technicians on a temporary basis. These temporaries will each be employed for no more than ninety (90) days in a calendar year. Temporaries are not members of the bargaining unit nor will they receive any benefits except as required by law. No temporary will be hired when there are regular employees on layoff with recall rights. The Company will notify the Union of any temporaries being used on or before their first day of work

PROCEDURE FOR PROMOTIONS

Notices of vacancies and new job assignments shall be emailed to all hourly bargaining unit employees and shall be posted on the Site bulletin board for a total of eight (8) working days. The job will be awarded to the senior bidder who accepts the job and who is qualified to perform the job. Employees with an active suspension or final written warning in their record will not be allowed to bid on positions in the plant for a period of eighteen months from the date of the disciplinary action. If the discipline is reduced to a written warning or less, then the employee will then be allowed to bid

Successful bidders cannot bid on another job for a period of twenty-four (24) months from the date that they were awarded the new position. New employees cannot bid on a job until two (2) years from their date of hire.

If after 30 days on the job assignment the Company determines the employee is unable to satisfactorily complete the job assignment, the employee will be moved back to the last position held and the next qualified bidder from the initial bid will be awarded the job. As a result of this process, the unsuccessful bidder cannot access the job bidding procedure for a period of one (1) year.

If an employee who accepts a bid position does not assume the position within twelve (12) months from the time the bid was awarded, then the job will be reposted for bid. This time limit can be extended by mutual consent of the parties.

TRANSFERS WITHIN THE ZEOLYST CLASSIFICATION

The Company will communicate the number of job postings and groupings as changes occur. One transfer will be allowed per an initial vacancy, by seniority. There will be no postings for the backfill of resulting vacated positions due to a transfer. An employee who transfers to a new position will be required to stay in that position for a period of two years. . It is understood that the Company maintains the right to transfer employees from their positions as required by the needs of the business. There will be no limit on the number of initial transfers that result from existing positions. Transfers to new positions will be limited to approximately 50% of the number of new positions.

ARTICLE 8 WORKING HOURS

The basic, but not guaranteed, work week is forty (40) hours. The work week ends at 11:00 p.m. Sunday night, and the new work week starts immediately thereafter. The regular shift schedule is from 11:00 p.m. to 7:00 a.m.; 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m.

Twelve Hour Shifts:

- Operators will rotate from day to night every four weeks. Note: A week is defined as seven (7) days.
- Overtime will be paid on anything over forty (40) hours in a scheduled work week, or over twelve (12) hours in one work day.
- A pay period/work week will start at 11 AM Sunday morning for Day Shift.
- A pay period/work week will start at 11 PM Sunday night for Night Shift.
- The Day Shift will work from 7 AM to 7 PM.
- The Night Shift will work from 7 PM to 7 AM.
- Shift premium will be paid for the hours of 3 PM to 11 PM at the rate of seventy cents (\$0.75) per hour and from the hours of 11 PM to 7 AM at the rate of seventy cents (\$0.75) per hour.
- Sunday premium will be paid as per Article 11.
- Vacations are to be scheduled in advance as much as possible. One day of vacation will equal twelve (12) hours vacation time.
- Vacation earned by contract language is defined as so many days with regard of service. These days are equal to eight (8) hours each.
- The Company will pay twelve (12) hours instead of eight (8) hours for the first two (2) days of S/A, provided the employee misses three (3) days or more and meets the insurance qualifications as they now stand.
- Overtime coverage will be offered by seniority, with the maximum continuous work period not to exceed 16 hours. A minimum of eight hours break will be required following a twelve to sixteen hour work period to accept overtime.
- If the Company should decide to go from a twelve-hour rotating shift to an eight-hour rotating shift, the Company will give the Union a 30-day notice of its decision. During this period the Company and the Union will discuss the reasons for the change, and invite the Union's input for the resolution of any issues that may be contributing to the Company's decision.

Ten Hour Shifts:

- Overtime will be paid on anything over forty (40) hours in a scheduled work week, or over ten (10) hours in one work day.
- The work week ends at 11:00 p.m. Sunday night, and the new work week starts immediately thereafter.
- The start time for the ten-hour shift is 7:00 AM.

- Shift premium will be paid for the hours of 3 PM to 11 PM at the rate of seventy cents (\$0.75) per hour and from the hours of 11 PM to 7 AM at the rate of seventy cents (\$0.75) per hour.
- Sunday Premium will be paid as per Article 11.
- Vacations are to be scheduled in advance as much as possible. One day of vacation will equal ten (10) hours vacation time.
- Vacation earned by contract language is defined as so many days with regard of service. These days are equal to eight (8) hours each.
- The Company will pay ten (10) hours instead of eight (8) hours for the first two (2) days of S/A, provided the employee misses three (3) days or more and meets the insurance qualifications as they now stand.
- Overtime coverage will be offered by seniority, with the maximum continuous work period not to exceed 16 hours. A minimum of eight hours break will be required following a twelve to sixteen hour work period to accept overtime

WORK DAY

The official work day for all employees starts at 11:00 p.m.

HOURS PER DAY

The work day shall consist of eight (8) ten (10) or twelve (12) hours in any official work day of twenty-four (24) hours, except that the normal day workers' shift (7:30 a.m. - 4:00 p.m.) shall consist of two (2) work periods of approximately equal length separated only by a thirty (30) minute lunch period.

LUNCH PERIODS

Wherever possible, and consistent with the type of work involved, lunch periods of uniform character and duration shall be provided. Employees shall not be expected to remain on duty or perform work during lunch periods without payment for the full period. Employees shall cooperate by shifting their lunch periods when required for operation schedules.

Meal Allowance - Employees who have worked their full regularly scheduled shift and are required to work (3) hours or more overtime shall be allowed \$ 9.00 dinner money. This does not apply to employees who have been notified at least four (4) hours prior to coming to work that they are scheduled for overtime. In the event it is not possible for an employee to leave the site to obtain a meal, a procedure will be established by the Site Manager to obtain such meal within the allowed amount.

ARTICLE 9

DAILY AND WEEKLY OVERTIME

For employees on an eight-hour shift, all hours worked over eight (8) in one work day, or over forty (40) in a work week, shall be compensated for at the rate of one and one-half times the hourly rate of pay. Overtime shall not be paid both daily and weekly. No employee shall be laid off from his regular work to equalize for any emergency overtime the employee has worked during the same work week.

All consecutive hours worked over eight (8) will be paid at the rate of one and one-half times the hourly rate of pay even though these hours span more than one official work day.

When an employee comes off shift work and goes on day work during a work week, his schedule will be arranged to give him a full work week as scheduled for the plant.

Overtime will be worked by the employees in the classification when possible.

When an employee is scheduled for work outside of his regular weekly work schedule, he will be provided with at least four hours of work at the applicable rate. Should the work assignment require less than 4 hours of work, the employee will receive at least four hours of pay at the applicable rate.

An employee who is scheduled for a meeting outside of his weekly work schedule will be paid for attendance at such meetings at the applicable hourly rate or at least four straight-time hours, whichever is greater. It is understood that this payment does not apply to meetings scheduled before, during or after an employee's scheduled shift

On twelve (12) and ten (10) hour shifts overtime shall be covered by seniority with employees on the off shift. If no employees are available on the off shift then by seniority with employees on the off-going shift for a maximum of four (4) hours.

HOLIDAY OVERTIME

Site operations will be reduced to the necessary minimum on the following holidays, and as few employees as possible will be required to work. Employees who do not work shall receive eight (8) hours' pay at their regular straight-time base rate, provided they work their full assigned shift before and after the holiday unless arrangements are made with the Manager to be off:

New Year's Eve
New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
Personal Holiday*

*Notification to immediate manager is required at least two (2) weeks prior to the requested holiday; the requested holiday must be mutually agreeable; the holiday will be rescheduled if the employee works on the originally requested day.

All hours worked on a holiday shall be paid at two and one-half times the employee's regular rate, provided they work their full assigned shift before and after the holiday unless arrangements are made with the Manager to be off.

Employees who are scheduled for less than eight (8) hours of work on a holiday will receive time and one-half for all hours worked plus eight (8) hours holiday pay.

If one of the above holidays falls on Sunday, it will be celebrated on the following Monday. If the holiday falls on Saturday, it will be celebrated on the preceding Friday.

Holidays not worked shall be included with days worked for purposes of qualifying overtime for hours in excess of forty (40) in one work week, but this does not include employees off on regular shift break or any employee who would not have worked had there been no holiday.

If the shutdown of a unit for a holiday results in an employee receiving less than forty (40) straight time hours in a work week, such employees, upon their request to management, will be provided with an opportunity to work the appropriate number of hours in the same work week to reach forty (40) straight time hours. This provision does not apply to overtime or regularly scheduled hours in excess of forty (40) hours in a workweek.

For shift workers whose departments will be operating on the actual holiday, the holiday will be observed on the actual holiday for these departments.

A new employee will not have access to the Personal Holiday until completion of the probationary period.

7th Day Overtime

It is the understanding of both parties to this Agreement that each employee should have one (1) undisturbed day of rest in each workweek. If the employee works all of his/her regularly scheduled hours of work and is required to work his/her 7th consecutive day in a work week they shall receive double time for all hours worked on that day.

OVERTIME NOT PYRAMIDED

There shall be no pyramiding of overtime. When an employee works on a holiday falling within the first forty (40) hours of the work week, they shall receive double time and one-half for the hours so worked, and in addition, shall receive time and one-half for hours worked beyond forty (40) in the work week.

CALL-IN PAY

If an employee is called to perform emergency work, they shall be paid not less than four (4) hours at the applicable overtime rate and shall be allowed to return home when the emergency work is finished. If the call-in occurs during the 3:00 p.m. to 11:00 p.m. or the 11:00 p.m. to 7:00 a.m. shift, the employee will receive the applicable shift premium. The shift premium does not apply to Maintenance Mechanics and Instrument technicians. Call-in pay does not apply to extensions before or after an employee's regularly scheduled shift. Employees can be required to call in other employees for emergency work, with management approval.

ARTICLE 10
VACATIONS

Vacation Policy:

Employees are eligible for vacation with pay in accordance with the conditions as herein provided. All vacations are to be taken in the calendar year in which they are due. In the event a scheduled vacation must be canceled by the Company and the employee is unable to take their remaining vacation in the current calendar year, the employee will receive pay in lieu of vacation. Vacations will, so far as possible, be granted at times most desired by employees, with consideration given to employee preference in accordance with seniority. A minimum of two (2) weeks notice must be given for vacation requests. The right to schedule the period for vacation is reserved by the Company, in order to insure the orderly and efficient operation of the plant or any department thereof.

When an employee's vacation period includes one of the contractual holidays, they shall have the option of an extra day off at beginning or end of vacation period with mutual agreement of employee and their Manager.

Pay in lieu of vacation may be granted upon mutual agreement.

Vacation Eligibility:

An employee is eligible for forty (40) hours vacation when they complete a total of twelve (12) months' cumulative service with the Company. Thereafter, in order to be eligible for vacation in the current year, an employee must have worked 90 workdays in the calendar year immediately proceeding the vacation year of January 1 to December 31 inclusive. An employee who has cumulative service of one (1) year or more will be entitled to a vacation in accordance with the following schedule:

<u>Cumulative Service</u>		<u>Maximum Vacation</u>
<u>From</u>	<u>But Less Than</u>	<u>In Calendar Year</u>

1 year	2 years	40 hours
2 years	5 years	80 hours
5 years	10 years	120 hours
10 years	20 years	160 hours
20 years & over		200 hours

An employee qualifies for each increase of five (5) days in the above schedule on their anniversary date in the first, second, fifth, tenth and twentieth anniversary years. Vacation pay will be based on the employee's permanent classification and their straight-time day rate immediately preceding their vacation period.

Vacation days shall be included with days worked for purposes of qualifying for overtime for hours in excess of forty (40) in one work week, or seven consecutive days in one work week. In no case will overtime be paid for vacation hours taken.

Separation of Employment:

An employee who has qualified for vacation and who resigns their employment or who has been terminated, and has not taken their full vacation in the current year will receive vacation pay which is due them under the vacation plan, less any such vacation already paid.

ARTICLE 11
BASE RATES OF PAY

		3%	3%	3%	3%	3%
	<u>Current</u>	<u>6/4/2018</u>	<u>6/17/2019</u>	<u>6/15/2020</u>	<u>6/21/2021</u>	<u>6/20/2022</u>
Laborer	\$23.52	\$24.23	\$24.95	\$25.70	\$26.47	\$27.27
Level I	\$29.48	\$30.36	\$31.28	\$32.21	\$33.18	\$34.18
Level II	\$30.82	\$31.74	\$32.70	\$33.68	\$34.69	\$35.73
Level III	\$32.30	\$33.27	\$34.27	\$35.30	\$36.35	\$37.44
Level IV	\$33.89	\$34.91	\$35.95	\$37.03	\$38.14	\$39.29

RATE SCHEDULE - MAINTENANCE

		3%	3%	3%	3%	3%
	<u>Current</u>	<u>6/4/2018</u>	<u>6/17/2019</u>	<u>6/15/2020</u>	<u>6/21/2021</u>	<u>6/20/2022</u>
Instrument Technician	\$38.90	\$40.07	\$41.27	\$42.51	\$43.78	\$45.10
Maintenance Mechanic – Multiple Skills	\$34.85	\$35.90	\$36.97	\$38.08	\$39.22	\$40.40
Maintenance Services	\$34.85	\$35.90	\$36.97	\$38.08	\$39.22	\$40.40

OPERATIONS ASSIGNMENTS*

Zeolyst
ICD/Zeolite
Silica Gel Catalyst
Laboratory Technician

*Included in all operations assignments are the responsibilities

of the Operator Technician

OPERATIONS PROGRESSION

<u>Level</u>	<u>Effective</u>
I	Upon hire
II	Upon completion of one (1) year of cumulative service as an Operator.
III	Upon completion of two (2) years of cumulative service as an Operator.
IV	Upon completion of three (3) years of cumulative service as an Operator.

In the event the Company has difficulty hiring or retaining Laboratory Technicians due to the hourly rate, the Company and the Union will discuss alternatives to resolve the matter.

SUNDAY PREMIUM

A premium of \$2.00 per hour will be paid to those employees who are scheduled for Sunday work as part of their regular work schedule at straight-time rate. In cases where Sunday work is in excess of forty (40) hours in the work week, the employee will be paid time and one-half for the hours worked plus the Sunday Premium. In cases where double time is payable for such Sunday work, no Sunday Premium shall be paid.

SHIFT DIFFERENTIAL

A shift differential of \$0.75 per hour shall be paid for all work performed on the scheduled 3:00 p.m. to 11:00 p.m. shift, and \$0.75 per hour for all work performed on the scheduled 11:00 p.m. to 7:00 a.m. shift. This premium will apply to extensions before and after the shift. An employee who is normally assigned to the dayshift and who is assigned to the 3:00 p.m. shift or to the 11:00 p.m. to 7:00 a.m. shift will receive the appropriate shift differential for that shift.

ARTICLE 12 BENEFITS PLANS

With regard to the following employee benefit plans, the Company agrees that, for the term of this agreement, so long as the plans are provided to regular full-time unrepresented employees and employees of PQ Corporation's Valley Forge headquarters, PQ will continue to provide the plans to the Kansas City employees represented by the Union under the same terms and conditions:

Accidental Death & Dismemberment (AD&D) Plan
Dental Plan
Long-Term Disability Plan
Life Insurance Plan
Medical Plan
Retiree Medical Plan
Savings Plan
Personal Retirement Account

The parties agree that, if the Company amends or modifies in any way the terms or conditions of one of these plans for regular full-time unrepresented employees and employees of PQ Corporation's Valley Forge headquarters, the same amendment or modification will apply to Kansas City employees represented by the Union, including changes in employee contributions or co-payments, deductibles, coverage levels, eligibility terms, exclusions and limits, or level of benefits. Before any such change takes effect, the Company will provide the Union with written notice of the change at least 30 days in advance. The Company will meet and discuss any such change with the Union upon the Union's request.

Accident and Sickness Insurance Plan:

The Group Sickness and Accident Insurance Plan pays benefits to an employee under the care of a legally licensed physician if the sickness is such that the employee is not entitled to benefits under any Workman's Compensation Law or Act, and if the sickness continues beyond a two (2) day waiting period.

If an employee's illness extends beyond the two (2) day waiting period, and if they applied for and receive Group Sickness and Accident Insurance benefits, the Company will pay them their straight-time base rate for scheduled hours for each day of the waiting period on which they would have worked had they not become ill.

If an employee is injured under circumstances which qualify them for benefits under the Group Sickness and Accident Insurance Plan, the Company will pay them on any of the two (2) days following the accident on which they would have worked had the accident not occurred, the difference between benefits they receive from the Insurance Company and their regular straight-time base pay for scheduled hours. The difference paid by the Company shall be the nearest multiple of the employee's straight-time base rate.

No benefits will accrue to an employee until they have received medical treatment, proof of which will be required in the form of a statement signed and dated by the physician on his stationery which establishes date of treatment, type of disability, and probable duration of disability.

The weekly benefit under the Sickness and Accident Insurance Plan is 65% of the base weekly earnings. This benefit applies to those employees who are actively at work on or after April 21, 2008.

An employee will be paid for any hours lost due to illness or injury up to forty-eight (48) hours per contract year. A statement from a licensed physician attesting to the absence will be required for two (2) days per contract year.

Total benefits paid under the waiting period for Sickness and Accident benefits and the individual sick days/hours will not exceed forty eight (48) hours at straight-time base rate in any one-year, and eligibility for such benefits will not be carried from one year to the next.

Workmen's Compensation Supplement:

Sickness and Accident Plan will be amended to provide benefits in the event of occupational disability, which will, when combined with Workmen's Compensation, be as great as current non-occupational benefits.

When an employees injured on the job they shall be paid at their straight time rate for all time spent in the doctor's office for treatment on the day on which the injury occurs. On days subsequent to the day on which the injury occurs such employee shall be paid at their straight time rate for all time spend in the doctor's office that falls within their regularly scheduled workdays.

ARTICLE 13
HEALTH AND SAFETY

General:

The Company will continue to exert reasonable effort to maintain and provide for safety and health of its employees in the Site during the hours of their employment, and the employees will comply with good safety and housekeeping practices. The Company will maintain first aid supplies as may be required for the protection of employees. Safety equipment, shoes and glasses must be worn at all times by employees in areas designated by Management.

Safety Meetings:

A Health and Safety Committee consisting of Company and Union Representatives will address matters of health and safety.

A Safety Committee comprised of management and Union employees shall meet regularly to review safety and health matters with a focus on establishing an accident-free workplace. The Union shall provide volunteers for the Union employee membership of this committee. Time spent in safety meetings by employee Representatives, including walk-around time during joint inspections and investigations will be compensated at the applicable rate. In addition, safety meetings will be scheduled for instruction and training of employees in safety matters. Decisions by the Company with respect to health and safety recommendations will not be subject to the grievance and arbitration procedures of this agreement. Each employee shall be required to attend scheduled monthly safety meetings, which shall be held either during or in conjunction with regular shift hours. The Company shall make arrangements to make up meetings for employees who are unable to attend the scheduled meetings.

Safety Glasses:

The Company will furnish safety glasses to employees, and may replace glasses, which are no longer serviceable through no neglect on the part of the employee. Prescription glasses will be provided by a service(s) that is mutually agreeable to the Company and the Union. In the case of prescription glasses, the doctor's examination and prescription will be paid by the employee. Replacement of safety glasses oftener than twice a calendar year will be purchased by the Company and may at the discretion of management be billed to the employee.

Safety Shoes:

Upon purchase of approved type of safety work shoes for use in Company work, an employee will be reimbursed up to \$225.00 per contract year. A receipt showing purchase of shoes must be submitted to the Company. Unused portions of the shoe allowance can be carried over from one contract year to the next. Management will determine when shoes are to be replaced to insure safe and proper foot protection.

General:

The Company reserves the right to amend or discontinue Safety Awards, Perfect Attendance Awards and employee Incentive Awards.

ARTICLE 14 FUNERAL LEAVE

In the event of death in the immediate family of an employee to wit: spouse, mother, father, step-mother, step-father, sister, brother, grandchildren or any legal children including stepchildren; or mother-in-law, father-in-law, grandmother or grandfather, the Company shall grant such employee day(s) off with pay not to exceed 24 hours, and for brother or sister of spouse for one work day off with pay, for the express purpose of attending the service for the deceased. One work day is defined as eight, ten or twelve hours depending upon the shift of the employee.

A death certificate or other satisfactory proof of death of such member of the family listed herein must be submitted to the Company.

Benefits paid under this provision will not exceed twenty four (24) hours.

JURY DUTY

Employees called for service as jurors, and who present satisfactory evidence of duty, shall be paid the difference between the fee they receive for such service and the daily amount of straight-time earnings lost by reason of such service up to a limit of forty (40) hours per week for a maximum of two (2) weeks or eighty (80) hours per year. An employee on Jury Duty who is excused from duty by the court must notify the Company and report for work, if requested.

ARTICLE 15
COMPLETE AGREEMENT

Any agreements or practices contrary to this contract are hereby declared to be of no force and effect, the intent of both parties being to fully express their agreement and understanding herein. Any new agreements or changing of the terms of this agreement must be reduced to writing, dated and signed by the following in order to be effective:

For the Company:

Site Manager or designated representative.

Industrial Relations Manager or designated representative.

For the Union:

USW
and their Local 348 Committee
Chairman

USW

International
Representative.

All issues submitted by either party for negotiations and not resolved during negotiations are not subject to arbitration unless mutually agreed to.

ARTICLE 16
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from June 19th, 2018 through June 21, 2023, and shall automatically renew itself from year to year unless either party gives to the other written notice to the contrary sixty (60) days before the expiration or the anniversary of the expiration. It is understood, however, that this Agreement may be modified at any time by the mutual consent of the Company and the Union. During negotiations for such modification this Agreement shall remain in full force and effect. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives at the Kansas City, Kansas Site as of this 1st day of June, 2018.

For PQ CORPORATION

Jim Shantz, Labor Relations Manager

Tony Larson, Site Manager

Ryan Parks, Unit Manager

Jody Jochen, Office Manager

For UNITED STEELWORKERS AND LOCAL 348

Leo W. Gerard, President

Stanley W. Johnson, Secretary/Treasurer

Thomas Conway, Vice President/Administration

Fred Redmond, Vice President/Human Affairs

Emil Ramirez, District 11 Director

Greg Tate, Staff Representative USW

Danny Yeo, Local 348 President

Kevin Lockhart, Local 348 Vice President

Steve Stopa, Committeemen

Scot Straight, Committeemen

TRAINING PROGRAM FOR MAINTENANCE EMPLOYEE

Purpose:

Provide a training program for Maintenance Department employees to develop skills required to effectively and efficiently maintain Kansas City Site.

Eligibility:

Employee awarded a job in the Maintenance Department from the date of this Agreement must enter the trainee program. However, the Company reserves the right to hire a mechanic with special skills if there is no one in the crew so qualified or available.

The trainee must start at the bottom of the rate range, or at this current rate of pay, whichever is greater, unless he has special skills as outlined above or has completed, or at his current pay rate, whichever is greater, specialized training prior to being awarded the job. Under these circumstances the trainee will be placed in the rate classification agreed upon by the Plant Supervisor and Site Manager.

Applicants must be mechanically inclined, attend vocational school as outlined herein, and be awarded jobs through the regular job posting procedure. Jobs will be awarded on the basis of prior training, skill and experience. When other factors are equal, seniority will govern.

Term of Training:

Training shall extend over a three-year period. This will include acceptable completion of approved classroom vocational instruction, and minimum of 5,700 hours satisfactory on-the-job training in the fields listed below.

Scope:

Vocational classroom instruction and/or on-the-job training must be in the following fields:

- 1) Electrical and oxy-acetylene burning and welding
- 2) Pipe fitting
- 3) Mechanics
- 4) Electrical and instrumentation
- 5) Machine shop operation
- 6) Blue print reading

Supervision:

Trainee shall be subject to practical examinations to demonstrate that he has obtained competency in the balanced operations. Consideration will be given to length and scope of training in determining if satisfactory progress is being made.

Opportunity will be afforded for the unsuccessful trainee to be transferred to a non-maintenance job.

Wages:

Trainee rates shall be those set forth below:

Maintenance Mechanic Trainee

	<u>4/29/13</u>	<u>6/16/14</u>	<u>6/15/15</u>	<u>6/13/16</u>	<u>6/12/17</u>
After 36 Months	30.74	31.70	32.68	33.69	34.74
After 30 Months	30.51	31.45	32.43	33.43	34.47
After 24 Months	30.27	31.21	32.18	33.17	34.20
After 18 Months	30.02	30.95	31.91	32.90	33.92
After 12 Months	29.75	30.68	31.63	32.61	33.62
After 6 Months	29.51	30.42	31.37	32.34	33.34
Start Rate Months	29.27	30.18	31.11	32.08	33.07

OVERTIME PROCEDURE
SECTION ONE

Priority of assignment of available overtime work in a continuous seven-day operation will be as follows:

1. In-Classification: In-Plant
Off-Going and/or In-Coming person
 2. In-Classification: By seniority, day off
 3. Qualified: (out of classification) By seniority, in-plant
Off-Going and/or In-Coming person
 4. Qualified: (out of classification) By seniority, day off.
- In carrying out the above priorities, one through four, the following sequence shall be followed:
First: Offer 4 hours to employee on the off-going shift, 4 hours to employee on the on-coming shift.
Second: If first 4 hours are not accepted by employee on off-going shift, then all 8 hours will be offered to employee on on-coming shift.
If second 4 hours are not accepted by employee on on-coming shift, then all 8 hours will be offered to employee on off-going shift.
Third: If vacancy cannot be filled by the first or second step above, the overtime will be offered in accordance with the next priority.

SECTION TWO

Priority of assignment of available overtime in a five-day operation will be as follows:

- A. Overtime Monday through Friday
 1. In-Classification: In-Plant
Off-Going and/or In-Coming person
 2. In-Classification: By seniority, day off
 3. Qualified: (out of classification) By Seniority, in-plant Off-going and/or In-Coming person
 4. Qualified: (out of classification) By seniority, day off.
In carrying out the above priorities, one through four, the same sequence and procedure shall be followed as is shown under Section One above.
- B. Overtime Weekends and Holidays
For overtime assignment when only a portion of the plant needs to be scheduled, the following sequence shall be followed:
 5. Employees in classification, in a seniority rotation to allow for equalization of overtime.
Qualified employees by seniority.

SECTION THREE

Unclassified overtime will be covered by seniority, provided the employees are capable of filling the assignment.

PQ CORPORATION

SUBSTANCE ABUSE POLICY U.S. Operations

Employees who are using or are under the influence of alcohol, illegal drugs, or other controlled substances can be a safety risk to themselves or others, cause damage to equipment, property, and products, and can lead to reduced productivity and other work-related problems. Accordingly, it is PQ Corporation's policy to maintain a workplace free of alcohol, illegal drugs, and other controlled substances, and thereby provide a safe and productive work environment for all of its employees.

Employee Assistance Plan

In an effort to help employees with alcohol and drug-related problems, the Company maintains an Employee Assistance Program (EAP) which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees are encouraged to request assistance from this program or from reputable and approved sources in the community when dealing with substance abuse problems. It is the responsibility of each employee to seek assistance from the EAP **before** alcohol and drug problems lead to work-related problems or disciplinary action.

Employees will not be disciplined because they voluntarily sought assistance in correcting a substance abuse problem prior to actual testing. However, violations of Company Work Rules, including, but not limited to, work performance and attendance rules, will not be excused or condoned because employees sought assistance. Moreover, the Company reserves its right to discipline, up to and including discharge, for a violation of this policy and/or other Company Work Rules.

Alcohol and Illegal Drugs

The manufacture, distribution, dispensation, possession, purchase, sale, use or being under the influence of alcohol or illegal drugs by an employee during working time or during a meal or break period in the course of a shift, or while on Company premises, in a Company vehicle or in any vehicle while engaged in Company business, is prohibited. "Illegal drugs" include: (a) any drug that is not legally obtainable, which includes, but is not limited to, marijuana, cocaine, amphetamines, methamphetamines, opiates, phencyclidine, benzodiazepines, tricyclic antidepressants, barbiturates, methadone, or any other controlled substance; (b) any drug that is legally obtainable but has not been legally obtained; and (c) any drug that is being used in a manner or for a purpose other than as prescribed. The only exception to the foregoing policy is for the limited consumption of alcohol at a Company function when approved in advance by your manager.

Drug and Alcohol Screening

To ensure compliance with this policy, employees and their possessions are subject to being searched. From time-to-time, and without prior announcement, employees, their possessions, such as cars, lunch boxes, briefcases, carrying cases, bags, tool boxes, and employee lockers, may be inspected. These inspections may be carried out by plant management with the assistance of Company security personnel. Inspection may also be performed by Company security personnel, with the assistance of drug detection dogs of anyone entering or leaving Company property, including employees, and employees of contractors or their subcontractors

or their agents doing business with PQ Corporation and others such as vendors and/or guests. Employees may be physically examined and/or clinically tested for the presence of alcohol or drugs in any of the following situations:

- **Random-On Demand:**

Employees may be tested for alcohol or illegal drugs on a "Random" basis or "On Demand." Random or On Demand means that on any particular day chosen by the Company (meaning the Chief Administrative Officer, the Vice President of Human Resources, or Chief Security Officer) some or all of the employees at a PQ Corporation location, or a distinct department at any PQ Corporation location, are subject to search and/or testing. An employee who admits to using alcohol or illegal drugs prior to Random or On Demand testing may still be subject to discipline up to and including discharge. If disciplined, the employee must agree in writing to, among other terms and conditions: (1) unlimited testing for at least three years; and, (2) immediate termination for another positive drug or alcohol test. An employee who tests positive after Random or On Demand testing without having first admitted to using alcohol or drugs will be subject to immediate discharge.

- **Post-Incident and Major Near-Miss:**

Employees who are involved in any on-the-job incident (including a major near-miss as defined in the Incident and Upward Reporting Procedure¹) may be tested for alcohol or illegal drugs. The employees' supervisor, in conjunction with his or her manager and the Chief Administrative Officer, Vice President of Human Resources or Vice President of Health, Safety & Environment, will determine if testing is warranted. Employees who test positive after post-incident and major near-miss testing will be subject to immediate discharge.

- **Reasonable Suspicion:**

Employees may be tested for drugs or alcohol when there is "reasonable suspicion." Reasonable suspicion shall be defined as evidence about the employees' appearance or conduct outside of or in the workplace that would cause a reasonable person to believe that the employee has violated this policy or is demonstrating signs of alcohol or illegal drug use. Such evidence may include, but is not limited to, the smell of alcohol or drugs on the employee, slurred speech, staggered gait, glassy eyes, decreased productivity, unusual behavior or attendance, an accident or incident, or safety violation to which the employee's acts or omissions contributed, information from other employees who observed the employee using or distributing alcohol, illegal drugs or engaging in any of the foregoing conduct or other conduct prohibited by this Policy. Employees who test positive after a reasonable suspicion test will be subject to immediate discharge.

- **Return To Work:**

Employees returning to work after an absence of 30 days or more, regardless of the reason, will also be subject to testing for alcohol or illegal drugs as part of a return to work physical.

Failure to cooperate, or a refusal to submit to a search or test, or the falsification of information related to the test or test results, including switching or adulteration of any sample submitted for testing, will result in immediate discharge. If an employee has not submitted a sufficient sample within three hours of the first unsuccessful attempt to provide a specimen, the Company may

¹ Employees who are unaware of or not familiar with the Incident and Upward reporting procedure should consult with their immediate supervisor.

require the employees to provide an alternative sample such as a hair or saliva sample. The refusal to provide an alternative sample will be deemed a failure to cooperate under this policy.²

Before submitting to a test, employees shall have the opportunity to explain to the person taking the sample, his or her use of any legal or illegal drug or other information that could be relevant to the test results. In any event, the Company reserves the right to discipline or discharge employees who are found to be in violation of this Policy. Failure to provide accurate information or providing false information will result in immediate discharge.

Employees who have been tested under "reasonable suspicion" and post-accident-incident or safety violations may be placed on an unpaid leave of absence at management's discretion pending receipt of the test results. If the test results are negative, the employee will be paid for scheduled time lost. If the test results are positive, the employee will not be paid for scheduled time lost and will be subject to immediate discharge. Under no circumstances should an employee who is suspected of impairment be permitted to drive. Alternate arrangements to and from the testing facility must be made.

Screening Procedures

All screening under this policy will be conducted in accordance with the Department of Health and Human Services Mandatory Guidelines for Federal Employers, including cut-off levels for initial positive test results and confirmatory tests, specimen collection, chain of custody and utilizing qualified testing facilities.³ The Company reserves the right to administer a blood test for post-accident testing. Blood test will only be required if the employee is unable to provide a urine, hair or saliva sample. Request for blood test can only be made by the Company's Chief Administrative Officer, Vice President of Human Resources or Vice President of Health, Safety & Environment. For Random or On Demand testing and reasonable suspicion testing, the Company (Chief Administrative Officer, Vice President of Human Resources or Chief Security Officer) may choose the method of testing. Notwithstanding the foregoing, for alcohol testing, if the testing facility or provider has a breathalyzer available, the employee may choose to utilize a breathalyzer at his or her option. If a breathalyzer is not available, the facility or provider may administer either a blood or urine alcohol test. A positive test for alcohol means a blood or breath alcohol concentration of .02 or higher. Employees will be required to sign a consent form before they are tested. Failure to sign the consent form will be deemed a failure to cooperate under this policy and will result in immediate discharge. A copy of the consent form is attached.

Confidentiality

Like other medical information, all matters pertaining to treatment will be handled with confidentiality. Information will be disseminated on a need-to-know basis only, or as otherwise required by law.

² In accordance with Department of Transportation (DOT) regulations on drug testing, 49 C.F.R. § 40.193, an employee who does not provide a sufficient amount of urine for a drug test will be encouraged to drink up to forty ounces of fluid, distributed reasonably through a period of up to three hours. If the employee does not provide a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the employee will be deemed to have failed to cooperate under this policy.

³ The cut-off levels for alcohol breathalyzer are provided by this policy.

Prescription Dugs

Employees who are taking controlled substances that are legally prescribed should discuss with their doctor the effects such substances may have on their job performance. It will be the employee's responsibility to be aware that the medication may affect the employee's ability to safely perform his or her job duties. The employee must report such information to his or her plant manager, the Vice President of Human Resources, or to the Company's Director of Benefits to determine whether the employee can come to work and, if so, in what capacity.

General

This policy does not apply to employees who are covered by drug and alcohol regulations issued by a government agency, such as employees who are required to possess and use a commercial driver's license as part of their job duties. Those employees will also be subject to the testing requirements of the applicable laws and regulations, such as U.S. Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations.

January 31, 2011

Employee's Signature

Date

I also acknowledge that I have not ingested any illegal or controlled substance within my system in the past 90 days from this date and, if I have, I have disclosed this prior to submitting to these tests. Please check the appropriate box:

- I have used an illegal or controlled substance within the past 90 days.
- I have not used an illegal or controlled substance within the past 90 days.

Employee's Signature

Date