

**AGREEMENT**

**Between**

**Phillips 66**

**PONCA CITY REFINERY**

**and**

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION**

**and Its**

**LOCAL NO 13-857**

**Effective Noon, March 31, 2022**

**PONCA CITY, OKLAHOMA**

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**AGREEMENT**

**Between**

**Phillips 66**

**PONCA CITY REFINERY**

**PONCA CITY, OKLAHOMA**

**and**

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS  
INTERNATIONAL UNION**

**and its**

**LOCAL 13-857**

This Agreement is made and entered into this 31st day of March 2022, by and between ConocoPhillips Inc., hereinafter referred to as the Company, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and its Local 13-857, hereinafter referred to as the Union.

This contract booklet applies only and exclusively to employees assigned to the Ponca City Refinery, Refining Department.

**PREAMBLE**

It is agreed and understood by the parties hereto Phillips 66, by and through its designated representatives and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 13-857, through its designated representatives have engaged in collective bargaining and have arrived at a mutually satisfactory resolution of all outstanding issues. In accordance with the collective bargaining agreement, it is understood that the parties hereto have one collective bargaining agreement as divided into separate booklets all of which cover the recognized bargaining unit as defined in the recognition clause set forth below.

It is expressly the intent of the parties hereto that no provision of the collective bargaining agreement shall be construed to undermine, alter or vary the definition of the historically recognized bargaining unit as defined in the recognition clause set forth below notwithstanding the fact that each of the aforementioned booklets affect employees of distinct departments within the bargaining unit. It is also mutually understood and agreed that references to any right or obligation with respect to the termination, modification or automatic renewal of the collective bargaining agreement; or references to the right to strike or lockout or the absence of such rights are not matters subject to the independent discretion of departments within the recognized bargaining unit but rather by the bargaining unit as a whole.

## **ARTICLE 1 RECOGNITION**

The Company hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as certified by the National Labor Relations Board in Case No. 16-RC-6182.

### **Included:**

All operation and maintenance employees of the Refining Department, and nonprofessional laboratory employees in its Ponca City-based Technology *R&D*, *Lubricants* and *CSPI*.

### **Excluded:**

All office clerical employees, including other employees of the Transportation Department, plant clerical employees in the Refinery, surveyors, chemists, professional engineers, professional employees, employees of certain represented craft units (boilermaker-welders and their helpers, electricians and their helpers, carpenters and their helpers, and bricklayers and their helpers), laboratory assistants assigned primarily to dish-washing duties, guards, sub-foremen, labor foremen, and all other supervisors as defined in the Act.

## **ARTICLE 2 TERM OF AGREEMENT**

This Agreement shall remain in effect through 12 noon March 31, 2026 and it shall automatically continue in effect thereafter unless and until either party shall give in writing at least 60 days' prior notice of its desire to terminate the Agreement. In case of notice to terminate this Agreement, the parties agree to meet within the 60-day period preceding the termination date and attempt to reach an Agreement before this Agreement terminates.

**ARTICLE 3  
EXCLUSIVE AGREEMENT**

This contract is the entire Agreement between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of the bargaining unit employees represented by Local 13-857 and Ponca City Refinery Unit, Phillips 66. No practices, payments of wages or benefits prior to this Agreement date shall act to change or enlarge the express wording of this Agreement. All Agreements subsequently entered into by the parties during the term of this Agreement shall also be considered a part of this Agreement when reduced to writing and signed by authorized representatives of the Company and the Union.

**ARTICLE 4  
VALIDITY**

If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other part of this contract.

**ARTICLE 5  
NO STRIKE, NO LOCKOUT CLAUSE**

The Union agrees there will be no strikes, including sympathy strikes, and the Company agrees there will be no lockouts during the term of this Agreement.

**ARTICLE 6  
NONDISCRIMINATION**

The Company and the Union agree to follow a policy of nondiscrimination on the basis of race, color, religion, national origin, age, sex, disability, and the Vietnam Veteran Readjustment Act. Whenever masculine pronouns such as he, him or his, or titles such as fireman, craftsman, etc., containing the suffix "man" appear in this Agreement, they pertain to either male or female employees or both.

**ARTICLE 7  
INTERDEPARTMENTAL EMPLOYMENT RIGHTS**

No bidding is permitted into the Ponca City Refinery from other Departments of the bargaining unit. However, employees in other departments may make application for vacancies at the Ponca City Refinery. Selection shall be at the discretion of the Company. Preference shall be given to candidates from the bargaining unit in cases where qualifications appear equivalent. If more than one employee makes application, and has the necessary qualifications, bargaining unit seniority shall be the determining factor.

**ARTICLE 8  
TERMINATION OF REGULAR, FULL-TIME  
EMPLOYEES DUE TO FORCE REDUCTION**

The Company shall give the Union 90 days' written notice prior to the termination of regular, full-time employees due to a force reduction. During the 90-day period, the Company will discuss this matter with the Union for the purpose of determining ways and means of avoiding the force reduction or lessening the effect on the employees involved.

The Ponca City Refinery bargaining unit employee with the most recent date of regular, full-time status will be the first employee laid off.

**ARTICLE 9  
PLANT CLOSURE**

The Company will notify the Union in writing at least 6 months in advance of a complete planned closure of the Ponca City Refinery that will involve a permanent transfer or permanent layoff of Ponca City Refinery bargaining unit employees. The Company and the Union will meet within 15 days after such written notice for the purpose of negotiating the effect of such closure on bargaining unit employees. In the event the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a 60-day written notice to terminate this Agreement. If agreement is not reached, the Union shall have the right to strike, or the Company shall have the right to lock out at the end of the 60-day period.

**ARTICLE 10  
CHECK-OFF**

For employees in the bargaining unit, the Company agrees to deduct the Union dues or the equivalent of dues for the month from the wages due the second payday of each month providing each employee from whose check Union dues or the equivalent of dues are to be deducted has on file a signed payroll deduction authorization which states as follows:

**AUTHORIZATION OF CHECK-OFF AND  
ASSIGNMENT OF UNION DUES**

I hereby assign to my local, affiliated with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union from any wages earned or to be earned by me, and irrespective of my membership status in the Union the amount of monthly dues and initiation fee in said Union.

I authorize and direct my employer to deduct such amount from my pay each month and to remit the same to the order of the financial secretary of my local Union, irrespective of my membership status in the Union, in accordance with the terms of this agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the agreement or until the termination date of said agreement, whichever occurs sooner, irrespective of my membership status in the Union during that period and I further agree and direct that irrespective of membership status in the Union, this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement with the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner.

## **ARTICLE 11 MANAGEMENT'S RIGHTS**

Hiring, maintaining order, and discipline or discharge for just cause are solely the responsibility of Management.

Other responsibilities, solely those of Management, are: the assignment of work subject only to other provisions of this Agreement; the determination and location of any part or all of the physical plant; the determination of the number of persons required to operate and maintain any portion or all of the physical plant; the determination of the machine and tool equipment, products to be manufactured, manufacturing and processing methods, production schedules and engineering; the control of raw materials, semi-manufactured and finished products which may be incorporated into the products manufactured by the Company; the right to make or buy products, packaging, tools, processing equipment or any part thereof; the decision to operate, determine the level of operation, or to shut down any portion or all of the plant; the right to relocate any part or all of the plant, this includes the right to discontinue any part or all of the business; the right to transfer any piece of equipment, processing, manufacture, packaging of any product to another company, corporation, partnership, or individual.

It is also solely the responsibility of Management to determine and to redetermine the organization of the Ponca City Refinery including, but not limited to, its location, relocation, types of operation; and to determine the methods, processes and materials to be employed; to discontinue in whole or in part processes or operations or to discontinue their performance by employees of the Refinery or of the Company; to transfer either within or without the Company any

work, technology, equipment or process performed by employees covered by this Agreement. Discharge for a confirmed positive test under the substance abuse policy shall not be subject to grievance or arbitration. However, relative to such discharge the union continues to maintain the right to grieve and arbitrate issues around the integrity of chain of custody.

Grievances originating under Article 11 are subject to the grievance procedure but cannot be submitted to arbitration; and no arbiter has the authority to rule on Article 11 with the exception of determination of just cause in the first sentence of Article 11.

## **ARTICLE 12 COPIES OF THIS AGREEMENT**

The Company will have this contract printed in booklet form. The number of copies furnished the Union will be equal to the number of employees represented plus 150.

## **ARTICLE 13 DEATH BENEFIT PLAN**

In the event of the death of a member or the spouse of a member of the Union's Death Benefit Plan and the filing with the paymaster by the Union of a request signed by an officer of the Local, the Company agrees to deduct from the next regular payroll the amount certified by an officer as the proper deduction from the wages due each employee who has filed with the Payroll Division a special payroll deduction authorization for the purpose and to pay the sum of such deduction to the Treasurer of the Union.

## **ARTICLE 14 UNION REPRESENTATION**

### **14-1 Contract Negotiations**

Beginning with the date this contract is signed, employees attending Departmental contract negotiations shall be limited to five (5) bargaining unit employees, including the Bargaining Committee Chairman.

Those affected employees shall be paid for their previously scheduled work hours at the regular base rate. No payment shall be made for time spent beyond scheduled work hours.

During other departmental negotiations, Refining shall pay up to four (4) affected refinery employees.

## **14-2 Grievance Meeting**

Beginning with the date this contract is signed, employees attending Departmental grievance meetings shall be limited to three (3) bargaining unit employees, including the Committee Chairman, at least one (1) of which must come from the affected Department with which grievance meetings are taking place.

Those affected employees shall be paid for their previously scheduled work hours at the regular base rate. No payment shall be made for time spent beyond scheduled work hours.

During Refining grievance meetings, Refining shall pay for all affected refinery employees. During other departmental meetings, Refinery shall pay only for the chairman of the Committee if an employee of the Refinery.

## **14-3 Meetings**

The Company agrees that its authorized representatives will meet with the selected Union Committee at mutually agreed upon times. When meetings are held between the Company and the Union Committee, such Committee (not to exceed three employees) will suffer no loss of pay for time lost from duty. It is understood an International Representative or Representatives may attend any meeting between the Company and the Union.

## **14-4 Investigation of Grievances**

An officer of the Union or a Steward will be permitted to investigate grievances on Company time only if he secures prior approval from his supervisor.

## **ARTICLE 15 BENEFIT PLANS**

The following benefit plans available to the employees in this bargaining unit on the date of this Agreement shall be continued for the period of this Agreement subject to the rules and regulations of the plans and this contract.

1. Phillips 66 Medical and Dental Assistance Plan (includes employee medical, employee dental, employee vision and retiree medical)
2. Phillips 66 Flexible Spending Plan
3. Phillips 66 Group Life Insurance Plan (includes basic life, OAD, supplemental life, dependent life, AD&D)\*\*
4. Phillips 66 Employee Assistance Plan
5. Phillips 66 Disability Plan (includes Short Term Disability and Long Term Disability)
6. Phillips 66 Savings Plan

7. Phillips 66 Retirement Plan (includes all current and heritage Pension plan titles)
8. U.S. Tuition Reimbursement Policy
9. Military Leave Policy
10. Phillips 66 Family and Medical Leave Policy
11. U. S. Short-Term Disability Policy – Occupational Injury and Illness\*\*

Eligible employees covered by the Agreement will participate in the Employee Medical and Employee Dental Plans generally available to the employees of the Company as of the date of this Agreement as well as subsequent modifications to these Plans that might occur during the term of this Agreement that also apply generally to the employees of the Company.

The Company agrees to pay 80% of the premiums for the Employee Medical and Dental Plan. The Company also agrees to pay 80% of any premium increases that occur during the term of this Agreement. Employees covered by this Agreement are responsible for the remaining 20% of the premium and 20% of any premium increases occurring during the term of this Agreement.

\*\* Includes the \$500,000 Occupational Death Benefit and Occupational Illness and Injury benefits that were part of National Oil Bargaining Pattern.

## **ARTICLE 16 LEAVES OF ABSENCE**

### **16-1 Leave of Absence for Employees of the Union**

An employee who becomes an employee of the Union may be on leave of absence up to one calendar year. At the end of one year, the leave may be extended by mutual agreement. If the leave is not extended, the employee must be back on the job by the end of the year or he will be terminated.

For the period of time he is on leave as an employee of the Union, he will retain his seniority. He may retain his Accidental Death and Dismemberment and Group Life Insurance Plans totally at his expense, but he will be ineligible to receive other benefits from Phillips 66, and no money will be paid for this purpose to him or to the Plans on his behalf.

### **16-2 Leave of Absence for Union Business**

Time off not to exceed 60 calendar days in any calendar year will be granted duly elected officers, representatives, or agents of the Union, to a maximum of three (3) employees, providing:

The officer, representative, agent, or employee is a member of the bargaining unit.

The request for time off is made far enough in advance to permit replacement or rescheduling without additional cost to the Company.

The request is made by an authorized officer of the Union.

### **16-3 Leave of Absence for Family Emergency or Personal Welfare**

The Company agrees to provide the availability of family leave to all employees in the event of a birth or adoption of a child or the serious illness of a child, spouse or parent. The leave will be without pay and will be granted for up to a maximum of twelve weeks in a twelve month period. An employee may request more than one family leave within a twelve month period, but the total time on leave within that period may not exceed twelve weeks.

Credited service will accrue during the period covered by the family leave of absence. The leave will be granted with the understanding that the employee will be reinstated to the position held prior to the leave or to a comparable position.

In the event that family leave provisions as provided by corporate policy grant more than a maximum of twelve weeks in a twelve month period, the provisions of the corporate policy shall prevail.

### **16-4 Funeral Leave**

In the event of the death of a relative listed below, employees may request time off to make arrangements and attend the funeral and may request additional time off if the employee feels it is required. Such time off will be granted. Employees will be paid for time lost not to exceed three scheduled working days.

If one of the holidays listed should occur within this period, it shall be counted as one of the allowable days. This allowance is per occurrence and does not have to be taken in consecutive days.

Pay for Those Relatives of Employee or Spouse:

Wife	Grandparents	Son-in-law
Husband	Uncle	Daughter-in-law
Child	Aunt	Brother-in-law
Father	Nephew	Stepmother
Mother	Niece	Stepfather
Brother	Grandchild	Sister-in-law
Sister	Stepchild	Step Sister
Step Brother	Step Grandchild	Step Grandparent

Domestic partner and relatives thereof shall be recognized as would a spouse if recognized by law or corporate policy.

If an employee experiences the death of a relative listed while on vacation, he may at his option cease to be on vacation and convert any remaining full vacation days to paid funeral leave, up to the outlined limits stated in the first paragraph of Article 16-4. Such vacation days converted to paid funeral leave may be rescheduled to be used at a later time, subject to management approval and provided sufficient time remains in the year. This provision includes conversion of one day vacations provided the notification is made prior to the start of the shift that was scheduled as vacation.

#### **16-5 Color or Honor Guard**

An employee who acts as a member of a color or honor guard at the funeral conducted by a recognized veterans organization for an employee,\* employee's\* spouse, child of an employee,\* or spouse of an employee's\* child, shall be allowed the necessary time off without loss of pay not to exceed 4 hours.

#### **16-6 Pallbearer**

An employee who acts as an active pallbearer at the funeral for an employee,\* employee's\* spouse, retired employee,\* or retired employee's\* spouse shall be allowed the necessary time off without loss of pay not to exceed 4 hours.

#### **16-7 Leave of Absence for Military Service**

A regular, full-time employee on military leave of absence shall continue to accrue seniority.

#### **16-8 Educational Leave of Absence**

A regular, full-time employee may be granted up to nine months leave of absence each school year to attend school, providing the schooling is for the purpose of developing skills or acquiring knowledge directly related and useful to Phillips 66 operations. He will continue to accrue seniority while attending school. If he holds a progression unit number when he leaves for school, he may return to that number one time (as long as the number exists). This will normally be at the conclusion of his educational leave of absence.

An employee who has returned one time to his number and goes on educational leave of absence again must relinquish his number on the effective date of this leave, except if he has the lowest replacement number, he will hold it.

On the date the number is relinquished, employees in the progression unit will move up. The employee who relinquished will then revert to the top vacant number.

## **ARTICLE 17 PERSONNEL RECORD**

The Union shall be given a copy of any record of disciplinary action placed in an employee's file in the Refinery Personnel Office. If the employee chooses to reply to the Company, his reply will be placed in his personnel file.

All letters, Records of Discussion, and/or Employee Warnings relating to discipline will be removed from the employee's file provided:

- (a) A period of two years has elapsed since the last written discipline, and
- (b) They do not pertain to attendance, absenteeism, or the Ponca City Refinery Absence Control Policy.

## **ARTICLE 18 HEALTH AND SAFETY PROVISION**

In recognition of the mutual belief that a useful purpose would be served by instituting industrial health research of the work environment by recognized, independent authorities in the field of industrial health, it is mutually agreed, for the term of the currently effective Agreement, that:

- (1) There shall be established a joint Labor-Management Health and Safety Committee, consisting of equal Union and Company representatives, and not less than two (2) nor more than four (4) each.
- (2) The Company will, from time to time, retain at its expense qualified independent industrial health consultants, mutually acceptable to the International Union President or his designee and the Company, to undertake industrial health research surveys as decided upon by the committee, to determine if any health hazards exist in the work place.
- (3) Such research surveys shall include such measurements of exposures in the work place, the results of which shall be submitted in writing to the Company, the International Union President, and the joint committee by the Research Consultant, and the results will also relate the findings to existing recognized standards.
- (4) The Company agrees to pay for appropriate physical examinations and medical tests at a frequency and extent necessary in light of

findings set forth in the Industrial Consultants reports as may be determined by the joint committee.

- (5) The Union agrees that each research report shall be treated as privileged and confidential and will be screened by the Company to prevent disclosure of proprietary information or any other disclosure not permitted by legal or contractual obligations.
- (6) At a mutually established time, subsequent to the receipt of such reports, the joint committee will meet for the purpose of reviewing such reports and to determine whether corrective measures are necessary in light of the Industrial Consultant's findings, and to determine the means of implementing such corrective measures.
- (7) Within 60 days following the execution of this Agreement and on each successive October 1 thereafter, the Company will furnish to the Union all available information on the morbidity and mortality experience of its employees.
- (8) The Joint Committee shall meet as often as necessary, but not less than once each month at a regularly scheduled time and place, for the purpose of considering, inspecting, investigating, and reviewing health and safety conditions and practices.
- (9) Union committeemen shall have the right to investigate accidents in accordance with procedures established by the Joint Committee. The Joint Committee shall make constructive recommendations with respect thereto, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained, and copies thereof shall be furnished to the International Union President.
- (10) Time spent in connection with the work of the Committee by Union representatives, including walk-around time spent in relation to the inspections and investigations, shall be considered and compensated for as their regularly assigned work.
- (11) The Company will, at its expense, provide for the training of the Union members of the Joint Committee, two times during the term of this agreement, when such training is requested by the Union members of the Committee. Such training will be limited to five (5) days per Committee member and will be conducted by qualified individuals, institutions, or organizations recognized in the field.

- (12) In addition to the foregoing, Company intends to continue its existing industrial hygiene program as administered by Company personnel.
- (13) Any dispute arising with respect to the interpretation or application of the provisions hereto shall be subject to the grievance and arbitration procedures set forth in the Agreement.

## **ARTICLE 19 WAGES AND HOURS**

### **19-1 Base Rates of Pay**

The agreed-upon base rates of pay at the time of this Agreement are listed in Appendix A.

Hourly employees shall receive Rate Code (21) for the first 3 months of employment. (Three months of employment means 3 months exclusive of absence.) Then they shall be paid at Rate Code (18) after 3 months of employment and at Rate Code (15) after 12 months of employment. (Three months and 12 months of employment means 3 months and 12 months exclusive of absence.)

A break in service less than 90 days' duration shall not cause an employee to start over on his 3 months' or 12 months' employment.

Regular, full-time employees will receive the rate of the job worked and will receive Rate Code (15), based on date of hire, when working the laborer classification.

Probationary employee(s) direct hired into a craft will receive the pay rate associated with the level of apprentice/craftsman that they have qualified for through testing.

### **19-2 Normal Hours of Work**

- (a) The normal hours of work shall be eight hours per day and 40 hours per week. This is not a guarantee that any employee will work eight hours every workday or 40 hours every workweek.
- (b) The workweek of employees in the Refining Department shall begin at 7:00 a.m. Monday of each week.
- (c) The normal starting time of rotating shifts in the Refining Department shall be: day shift, 6:30 a.m.; evening shift, 2:30 p.m.; and night shift, 10:30 p.m.

- (d) The normal starting time for straight daylight employees shall be 7:00 a.m.
- (e) The starting time of any employee or group of employees will not be changed unless it will result in a continuing improvement in efficiency.

Upon 30-day notice, management may change the normal starting time for straight daylight employees referenced in 19-2 (d) to 7:30 a.m.

- (f) The normal workweek for straight daylight employees and Mechanical employees shall be Monday through Friday with Saturdays and Sundays off. Temporary changes to the normal workweek will be made no later than Friday of the preceding workweek.

### **19-3 Overtime**

- (a) Work in excess of 8 hours in a day will be paid for at 1 1/2 times the base rate.
- (b) Work in excess of 40 hours in a workweek will be paid for at 1 1/2 times the base rate.
- (c) No employee, however, will be paid both daily and weekly overtime for the same hours worked.
- (d) For the purposes of computing an employee's overtime, the first day of the week is the 24-hour period beginning with the shift designated as the first shift for the employees workweek and may vary from progression unit to progression unit.
- (e) An employee shall not be prevented from completing the normal hours of work, as defined in paragraph 19-2 (a), in a workweek because he worked overtime on a given day in that workweek.
- (e) If overtime is needed, employees will be required to perform it as per the process described below; however, an employee will not be required to work overtime as long as other qualified employees willing to work overtime are readily available.

- (f) A volunteer list will be established for the mechanical crafts. The list will be updated weekly with volunteers willing to work who will then be the first call for overtime work.

Employees low on overtime in the same classification will be given the first opportunity to work overtime as per the Volunteer List. When overtime hours are equal, seniority will prevail.

Scheduled overtime for Saturday, Sunday, and the next week will be posted on Thursday by 2PM. Overtime will be scheduled as per the Volunteer List. If the Company does not get the number of employees necessary for the overtime required, employees in the classification will be scheduled in reverse seniority.

If there is a need to assign craftsmen to evenings or nights, volunteers will be taken from the Volunteer List. If there are not sufficient numbers, then assignment to evenings or nights will be in reverse seniority.

Employees new to the classification will be assigned the average of their classifications overtime.

Employees working outside the bargaining unit will not be eligible for bargaining unit overtime until all qualified employees that have volunteered are utilized.

**Volunteer List Criteria:**

The order in which Maintenance Craft Overtime will be filled:

1. Job Continuity  
If the need for overtime arises, the employee(s) working the job will be required to work the overtime if the continuity of the job makes it inefficient / ineffective to reassign the work as determined by the Company.
2. Volunteer(s) from the Area that the work will be performed. If it is not inefficient to reassign the work and/or additional employee(s) are needed, then the overtime will be offered to qualified team member(s) within the Area that the work will be performed that have signed up on the Volunteer sign-up sheet, filled by lowest total overtime hours first.
3. Volunteer(s) from the entire Craft  
If it is not inefficient to reassign the work and/or additional employee(s) are needed, then the overtime will be offered to qualified employee(s) within the entire craft that have signed up on the Volunteer sign-up sheet, filled by lowest total overtime hours first.

#### 4. Mandatory Staffing

If additional employee(s) are needed or no volunteers are signed up on the Volunteer Sign-up Sheet, then qualified employee(s) within the entire craft will be required to work the overtime by reverse seniority.

The Company may, at its sole discretion, canvas employees who have not volunteered in order to fill the overtime without using the mandatory option.

An employee will not be required to work overtime as long as other qualified employees willing to work overtime are readily available.

For specialized or highly technical tasks (complex rotating equipment, Gas Chromatographs, etc., this list is not all inclusive) the company may at their discretion select a portion or all of the work team. This may be done by bypassing low overtime personnel from the Volunteer Sign-up List. The remainder of the work team will be selected using the process above.

Once assigned to an overtime job, the employee(s) must work the job until completion, unless extenuating circumstances, approved in advance by the Company, prohibit the employee(s) from working. Employees unable to continue an overtime job to completion will not normally be assigned the work.

#### **19-4 Shift Differential**

- (a) Employees who work rotating shifts as defined in paragraph 19-2 (c) will receive shift differential of 75¢/hour for the evening shift and \$1.50/hour for the night shift. Any such employee held over beyond his regular quitting time will be paid, for such extra hours, shift differential of the shift on which he is held over.
- (b) When an entire 24-hour period is covered by 2 or 3 non-rotating shifts, the day shift shall begin at 7:30 a.m., the evening shift at 3:30 p.m., and the hoot shift at 11:30 p.m.
- (c) Other employees who work eight hours or more after 3:30 p.m. and before 7:00 a.m. will be paid appropriate shift differential unless the eight hours includes a holdover from their previous shift. In the event the normal starting time for straight daylight employees is changed in accordance with 19-2 (e), the employees will be paid appropriate shift differential when working eight hours or more after 4:15 p.m. and before 7:30 a.m. unless the eight hours includes a holdover from their previous shift.

## 19-5 Lunch Period

- (a) The normal lunch period for daylight employees of the Refining Department shall be 30 minutes. The lunch period for daylight employees will normally start at 11:30 AM.

In the event the normal starting time for straight daylight employees is changed in accordance with 19-2 (e), the lunch period will normally start at noon and be 45 minutes in duration, except that on Saturdays, Sundays, and holidays the lunch period shall be one-half hour.

- (b) When an operation involves two shifts, rotating or not rotating, and no duties are assigned to be performed during the lunch period, the day shift will normally take a 30-minute, non-paid lunch period and the evening shift will normally take a 30-minute, non-paid lunch period, except, in the Mechanical Division, the day shift will normally take a 45-minute, non-paid lunch period.
- (c) Mechanical Division employees assigned to work three consecutive shifts on the same specific job shall work 8 consecutive hours including a 30-minute lunch period. When three shifts are scheduled, the number of employees designated to work the day shift will not be in excess of the number designated to work the evening shift. Employees designated to work shift work will be told at the beginning of their shift that they are on shift work.
- (d) Except as provided in paragraph 19-5 (c), no employee will be paid for his regular lunch period unless he has duties assigned to be performed during his lunch period.

## 19-6 Premium Pay

Premium pay will be paid only as provided in Article 19-6. Employees who are on contract will not receive premium pay, with the exception provided in paragraph 36-1.

(a) **Call Out.** Any employee required to report for work after having punched out and before his regular scheduled starting time shall be paid a minimum of 4 hours' pay at his regular straight-time rate. Only hours worked will be paid for if the employee is notified at least 8 hours ahead of his regular starting time or when an employee is required to report ahead of his scheduled starting time to cover the absence of another employee.

An employee on call out will perform those duties for which he was called out, and other urgent work, but not simply routine work.

When an employee has been notified to report for work by call out, cancellation by the Company entitles him to 2 hours' cancellation pay; but if he arrives at the gate without having been notified of the cancellation, he is entitled to 4 hours' call out pay.

When an employee has been notified to report for work at a time other than his regular scheduled hours, except by call out, cancellation by the Company entitles him to payment of 2 hours' pay at his regular straight-time base rate. For mechanical employees only, an advanced notice of 23-hours or more on weekdays (Mon-Fri) and 47-hours or more on weekends (Saturday and Sunday) prior to the notified start time will result in no cancellation pay.

Cancellation pay will be paid for a delay if it exceeds 4 hours. The Company may delay more than once, without owing cancellation pay, if the sum of the delays does not exceed 4 hours.

(b) **Hours Over 16 in a 24-Hour Period.** An employee who works over 16 hours in a 24-hour period will receive double his base rate for the hours worked over 16, providing these hours are not part of a short change. A short change is a change in work schedule which causes an employee to report back for work on schedule in less than 24 hours from the time he last began a scheduled day's work.

(c) When an employee is sent home before completing a day's work with instructions to report back to work later the same day, all time in the second period until a total of 16 hours has been worked in the workday will be at 1 1/2 times the base rate. All time worked in excess of 16 hours in the workday will be at double the base rate.

(d) **Premium Pay for Seventh Consecutive Day Worked.** Employees will be paid double their straight-time rate for work on the seventh consecutive day worked when that day is Sunday, providing they have actually worked 40 hours Monday through Friday and have worked at least 4 hours on the sixth day. Alternatively, rotating shift workers will be paid double their straight-time rate for work on the seventh consecutive day in the same workweek, providing they have worked 44 hours prior to that seventh day and worked at least 4 hours on the sixth day.

(e) **Premium Pay for Change of Day Off.** The operating schedule for the workweek shall be posted by 2PM Thursday, so employees are officially notified of the following week's schedule. After 6 p.m. Friday, each time an operating employee's shift is changed during the following workweek, he will be paid 1 1/2 times the regular straight-time rate for the first shift worked on what would otherwise have been his shift off. This

premium does not apply after the employee is transferred to the Mechanical Division. This premium will not be paid if the changed days off are the result of mutual trades for the convenience of employees or employees being taken out of the schedule due to Union business. Premium pay for changes in days off will not be paid when the change in days off results from rescheduling to return employees to jobs following any absence.

(f) **Premium Pay for Holidays Worked**

(1) An employee who is eligible to receive straight-time pay for observed holidays not worked shall receive straight time for 8 hours for the holiday. Then he shall be paid as follows for work on the holiday:

Time and one-half for the first 12 hours worked. Double time for hours in excess of 12. A minimum of 4 hours straight-time pay for a call out.

The holiday premium will be paid for work on the observed holiday except for those employees working on jobs covered all seven days of the week, the premium will be paid on

New Year's Day  
Independence Day  
Christmas Eve  
Christmas Day  
instead of the observed holiday.

In no event, however, will an employee receive the holiday premium for any of the three holidays listed above and the observed holiday.

(2) A holiday which an employee does not work, but is paid for, will be counted toward 40 hours worked if it falls on one of his normal workdays.

Although a holiday which an employee does not work, but is paid for, will be counted toward 40 hours worked if it falls on one of his normal workdays, it will not count as hours actually worked in paragraph 19-6 (d).

(g) An employee who is assigned to work any part of his lunch period will be paid for the entire lunch period.

(h) An employee who has been assigned as temporary supervisor for as many as 4 days in a workweek in which there is a holiday will not be assigned to work in an operating unit on the holiday.

(i) **Short Change – Paid and Not Paid.** If an employee's work schedule causes him to report back for work on schedule (for 8 hours or

more) in less than 24 hours from the time he last began a scheduled day's work (8 hours or more), he will receive time and one-half for hours over 8 until 24 hours have elapsed from the time he last began a scheduled day's work (of 8 hours or more). The hours for which time and one-half would be paid will be offset by any hours for which overtime is paid in the day as defined in 19-3 (d).

Time and one-half will not be paid for the short change that results when an employee goes from day shift schedule to any other day shift schedule.

Short change premium will not be paid if the short change is the result of a mutual trade of shifts for the convenience of employees. All trades will be subject to management approval.

## **19-7 12-Hour Shifts**

Either party, by a 30-day written notice prior to October 1 of each year, may cancel the 12-hour schedule. In the event this written notice is given, the Union and the Company will meet during the 30-day period to attempt to resolve the issue. If agreement is not reached, it is agreed that the rotating shift schedule for operations will be an 8-hour schedule with consistent teams and will become effective on January 1 of the year following cancellation of the 12-hour shifts. Any future change in shift schedules shall be made in accordance with the current agreement. Consideration of the appropriate seniority of each team will be given when it doesn't interfere with the balance of experience and qualifications of each individual team.

### **(a) The 12-Hour Shift Schedule**

#### **1. Workday**

The regular scheduled workday will consist of 12 consecutive hours. The night shift is from 5:30 p.m. to 5:30 a.m. The day shift is from 5:30 a.m. and ends at 5:30 p.m.

#### **2. Workweek**

The regularly scheduled workweek will consist of the alternating 36 and 48-hour workweeks according to the Master Schedule.

### 3. **Pay Period**

Each employee working their regularly scheduled 12-hour shift schedule will be scheduled for 84 hours in a two-week period, subject to the exceptions outlined in this plan.

### 4. **Work Schedule**

The weekly work schedule shall be posted by 2PM the Thursday prior to the workweek to ensure that all shift groups are notified prior to going on days off.

#### (b) **Scheduling**

1. A schedule change between 12-hour and 8-hour schedules will not result in an employee being scheduled for less than 40 hours per week.

2. In the event that an employee's schedule results in a 36-hour (12-hour shift) week and a 40-hour (8-hour shift) week within the same pay period, the employee will not be scheduled for less than 80 hours in a two-week period.

3. Operators, with the exception of replacements, will be pulled off the 12-hour shift schedule and return to the 8-hour schedule on a weekly basis only under the following conditions:

- (a) Special assignment
- (b) Turnaround schedule
- (c) Operating emergencies
- (d) Training
- (e) Light duty
- (f) Miscellaneous meetings

4. If an operator is pulled off the 12-hour shift schedule and is returned to the 8-hour shift schedule for a job assignment (meeting, class, etc,) of less than one week, then the following rules will apply:

(a) If the job assignment occurs on the operator's regularly scheduled day off, the overtime provisions in the 12-hour schedule plan apply.

(b) If the job assignment occurs on the operator's regularly scheduled day shift, the operator will be kept whole (12 hours at adjusted pay rate). If the assignment is less than 12 hours, the operator will be expected to report to duty for the remainder of the shift. If the assignment

is more than 12 hours, the operator will be paid according to the overtime provisions in the 12-hour schedule plan.

(c) **Pay Rates**

1. **Adjusted Pay Rate**

Pay rates for hours worked within the 12-hour shift schedule must be adjusted in order to maintain equal costs for the company and equal earnings for the employees.

2. **The Multiplier**

The .9773 multiplier is applied to all current pay rates and is the basis of pay for all scheduled hours worked within the 12-hour shift. Current 8-hour shift pay rates (the Unadjusted Pay Rate) will be multiplied by .9773 to determine the 12-hour shift pay rates (the Adjusted Pay Rate). Future pay increases will first be applied to the 8 hour shift rates then converted to 12-hour shift values.

3. **Shift Differential**

Shift differential of \$1.50 per hour is only paid for hours worked during the night shift (5:30 p.m. to 5:30 a.m.).

4. If work of a higher-paid classification is temporarily required for 6 or more hours in a 12-hour shift for any employee, he shall receive the wages of the higher-paid classification for all hours worked in that shift. Overtime shall be paid for at rate of job worked.

(d) **Overtime Pay**

1. **Daily Overtime**

For daily purposes, the regularly scheduled workday is a 24-hour calendar (day beginning with day shift 5:30 a.m.). All hours worked within the workday in excess and outside of the regular scheduled 12-hour shift are considered to be out of schedule (daily) overtime. Such hours worked will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

2. **Weekly Overtime**

(a) A workweek for overtime purposes is the seven consecutive 24-hour calendar days beginning at 5:30 a.m. each Monday and ending at 5:30 a.m. on the following Monday.

(b) Hours worked in excess of the regularly scheduled hours for a workweek will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

(c) More than 40 hours worked as part of the regularly scheduled workweek will be paid at time and one-half the adjusted pay rate after applicable shift differential has been applied is directed towards the last eight hours of the 48 hour workweek. In order to receive the weekly built in overtime in the 48 hour workweek, the employee must work at least four days in that pay period when there is an unpaid day missed.

(d) If an employee works in excess of 36 hours during the regularly scheduled three day workweek, such excess hours will be considered to be "out of schedule" overtime and will be paid on the basis of the unadjusted pay rate.

(e) The adjusted pay rate will apply to no more than 84 hours worked in any two week period.

(f) Subject to the exceptions listed, the hours of the scheduled workweek must be worked and paid at the adjusted pay rate in order for weekly overtime to be paid. This is the same concept as 40 straight-time hours in the 8-hour contract. Hours not worked or hours worked and paid at the premium rate that count towards weekly overtime include:

(1) Regularly scheduled hours taken as vacation or Banked Holiday Hours.

(2) Rescheduled hours paid at the 1.5 factor (schedule change within the workweek)

(3) Hours worked on a holiday if it is part of the employee's regular schedule.

(4) Paid sick days

NOTE: The same hours will not be counted when computing daily and weekly overtime other than the above listed exceptions.

(g) Operators who go to a doctor's appointment of 4 hours or less during their regularly scheduled workday will be paid for those hours at the unadjusted pay rate. Out-of-schedule overtime worked

during that workweek will have the same number of hours paid at the straight time adjusted rate before overtime rates will apply.

(e) **Premium Pay**

1. The operating schedule for the workweek shall be posted by 2PM Thursday. After 6 p.m. Friday, each time an operating employee's shift is changed during the following workweek, he will be paid 1 1/2 times the regular straight-time rate for the first shift worked on what would otherwise have been his shift off. This premium does not apply after the employee is transferred to the Mechanical Division. This premium will not be paid if the changed days off are the result of mutual trades for the convenience of employees or employees being taken out of the schedule due to Union business. Premium pay for changes in days off will not be paid when the change in days off results from rescheduling to return employees to jobs following any absence.

2. When more than 12 continuous hours are worked, all such hours will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

3. When more than 16 continuous hours are worked, all such hours will be paid at 2 times the unadjusted pay rate after applicable shift differential has been applied.

4. Pay for the seventh consecutive day worked within the workweek will be 2 times the unadjusted pay rate after applicable shift differential has been applied if:

(a) The employee works his/her regularly scheduled 12-hour shifts for that workweek and such hours exceed those regularly scheduled hours for that workweek, including hours worked that are eligible to be counted towards weekly overtime (out of schedule overtime).

(b) A minimum of two hours was worked on each day of the week outside of the regularly scheduled 12-hour shift workweek.

(c) The employee must be physically present at work on all seven days.

**(f) Filling Of Vacancies**

For 12-hour rotating shifts, the filling of vacancies will be under the following guidelines except for emergencies or when expertise is required:

- 1) Overtime will first be offered to volunteers at the top of the volunteer list, if qualified, provided that overtime does not violate the Fatigue Management Policy.
  - a) Qualified operators at the top of the volunteer list may work vacancies in their classification or in other classifications of the progression.
  - b) Each 12-hour progression unit will develop a voluntary overtime list.
  - c) The voluntary overtime list will run continuously.
  - d) The list will initially be by seniority.
  - e) As an employee works overtime, he will rotate to the bottom of the list and the list will move up.
  - f) If an employee is called and refuses or is unavailable for the overtime, he will rotate to the bottom of the list and the list will move up.
  - g) Any employee adding his name to the volunteer list will go to the bottom.
  - h) Any employee can remove his name from the list.
  - i) Any employee on vacation will retain his position on the list and he will be called around.
- 2) If overtime remains unfilled the company will look to bring any employee working up back into the schedule and work that employee before we would proceed to the mandatory list, unless this would create an unfillable safety sensitive position.
- 3) If the overtime remains unfilled, then the qualified employees at the top of the mandatory overtime list will be mandated to work on their days off, provided that the overtime day does not violate the Fatigue Management Policy. The Company will seek not to require a mandatory overtime assignment but once every 35 rolling days unless it is absolutely necessary.

Employees mandated on their day off will be moved to the bottom of the mandatory overtime list. The weekly mandatory overtime list will be posted and retained for review by unit employees.

If an employee finds a volunteer to work their mandated shift, then both employees retain their position on the mandatory list.

- 4 If the overtime remains unfilled then Before the Company would work an employee in violation of the Fatigue Standard we will seriously consider other options up to and including pulling employees off special assignments, and or training.
- 5 If overtime remains unfilled then it will be offered to employees whom have volunteered even if this will result in an exception being filed.
- 6 If overtime remains unfilled then the qualified employee at the top of the mandatory list will be mandated on their days off even though this will require an exception to be filed. The Company will take into account the 35 day rolling mandatory overtime assignment from above.
- 7 If the overtime still remains unfilled then the company will mandate the employee qualified at the top of the mandatory list regardless of exceptions or the 35 day rolling mandatory overtime assignment consideration.

**(g) Vacations**

**1. Purchased Vacation**

Employees can buy vacation in 12-24-36 hour increments up to 40 hours per year.

**2. Using Vacation**

(a) Employees will be charged for the exact number of hours taken for vacation. Vacations less than 12 hours shall be taken in 4-hour or 8-hour increments.

(b) Remainder hours of vacation (less than 12 hours) may be banked subject to current rules. Vacation may be banked in 4, 8 or 12 hour increments.

**3. Vacation Pay**

- (a) All vacation hours will be paid at the employee's base rate (benefit rate).
- (b) Vacation pay is paid hour-for-hour taken as vacation.

4. One-day vacation requests shall be made by noon Wednesday of the previous week.

**(h) Excused Absences With Pay**

**1. Funeral Leave**

(a) Employees will be allowed up to three days off for Funeral Leave and will be paid up to 36 hours at the adjusted rate.

(b) Such hours paid do not count in the computation of daily or weekly overtime (out of schedule overtime). Such hours paid will count towards the built-in scheduled overtime that is part of 48-hour scheduled workweeks if a regularly scheduled day is worked that week.

**2. Jury Duty**

(a) Employees will be allowed paid time off for jury duty as follows:

(1) Employees on the day shift will be given time off as required, but if they are released before noon, they must report to work to finish the day shift as soon as practical.

(2) Employees on the night shift will be excused from the night shift ending at 5:30 a.m. on the morning of the jury duty. If the employee is released before noon, the employee must report for a scheduled night shift beginning at 5:30 p.m. that evening.

(b) Hours paid for jury duty will be paid at the straight-time rate of pay for their regularly scheduled hours and do not count in the computation of daily or weekly overtime (out of schedule overtime). Hours paid for jury duty will count towards the built-in scheduled overtime that is part of 48 hour scheduled workweeks if a regularly scheduled day is worked that week.

### **(i) Short Term Disability (STD)**

1. STD benefits will be paid after the first 16 hours of an absence. Sick pay will be at the base rate (benefit rate) for all hours missed.
2. If an employee is sick on one of his regular scheduled 12-hour shifts, hours worked outside of the regular scheduled 12-hour shift will be paid at the adjusted 12-hour pay rate instead of the unadjusted overtime pay rate on an hour-per-hour basis up to 12 hours per day.
3. Employees may earn and accumulate hours to apply to the waiting period in accordance with Article 22.

### **19-8 Travel Pay**

Employees who travel on Company business will be kept whole for all normally scheduled hours missed while traveling or working away from Ponca City.

- a) Travel time is defined as hours from departure at the Ponca City Refinery until scheduled arrival at the destination activity, or lodging, or vice-versa. Delay time is not paid.
- b) Travel time will not count as hours worked, however will count for Fatigue Hours of Service Limits.
- c) Travel time will be paid at the employee's base rate at straight time.
- d) Time spent at meetings or training will count as time worked and applicable overtime will apply.
- e) If an employee travels on his normally scheduled day(s) off, he will be paid for those hours at straight time.
- f) 12-hour shift employees will be converted to 8-hour shifts on a weekly basis when traveling for training purposes as per Article 19-7 (b) (3.).
- g) 12-hour shift employees not converted to 8-hour shifts should be the exception not the rule; travel will be paid at the appropriate adjusted/unadjusted rate and overtime at the adjusted rate will be counted towards the built in overtime of the 12-hour schedule.

## **ARTICLE 20 SENIORITY**

### **20-1 Bidding**

Providing an employee has the necessary qualifications, seniority rating as defined in Article 20-2 shall be the determining factor for bidding and bumping.

Ranking number in a progression unit will be the determining factor for promoting or demoting within a progression unit or demoting out of a progression unit.

## **20-2 Seniority Rating**

(a) An employee's seniority rating for purposes of bidding and bumping, shall be the date of regular, full-time status in the Ponca City Refinery.

(b) If the length of service since the last time the competing employees became regular, full-time is the same, the successful bidder will be determined by the flip of a coin.

## **20-3 Regular, Full-Time Status**

A probationary employee has no seniority status until transferred to regular, full-time status. His seniority shall begin on the date he is confirmed as regular, full-time status.

After 12 continuous months of employment, all of which are accumulated after the date of this Agreement, a probationary employee shall be transferred from probationary to regular, full-time status. At the option of the Company, an employee may be transferred from probationary to regular, full-time status any time prior to accumulating 12 continuous months of employment. During the period an employee is classified as probationary, his termination shall not be subject to the grievance procedure and arbitration.

## **20-4 Filling Permanent Vacancies Within a Progression Unit**

Filling a permanent vacancy in the Lead Operator classification shall be by the selection/qualification process. When openings occur in the Console Trained Operator positions, the Company will offer to train qualified employees on those positions on a volunteer basis, from the Operator classification in the progression unit, in order of progression unit seniority. Minimum qualifications for volunteers into the open position shall be defined as qualification on required outside jobs in the progression unit and passing the console qualification test for the open position. Unit Operators promoted to Console Trained Operators will not be required to remain proficient on more than 4 jobs. A volunteer who fails the console qualification test must wait one (1) year to re-test; exceptions to the waiting period can be granted at management's discretion. A volunteer who fails a second test must wait five(5) years to retest.

If no Operator accepts the position, the company shall have the right to assign the open position to the qualified employee within the progression unit who has the least progression unit seniority. Minimum qualifications for a non-volunteer assignment shall be defined as five (5) years of service within the assigned progression unit, qualification on required outside jobs in the assigned progression

unit, and passing the qualification test for the open position. The Operations Supervisor and Union Operations Steward will meet with the operator. They will review the expectations, address concerns and set a reasonable timeline (not to exceed 6 months) for qualifying on the position. The operator will be allowed 2 chances (at 4 and 6 months) to pass the qualification test. If the Operator who is to be assigned to the open position fails the qualification test, he will be disqualified per article 20-6.

All operators not moving to the Console trained operator will be required to qualify on all outside jobs within their assigned progression, as assigned by the company. Failure to meet this standard will result in corrective action which may include termination.

All other permanent vacancies within a progression unit will be filled by the employees in the progression unit moving up, leaving the bottom number in the progression unit vacant. Within 4 days of the occurrence of a vacancy, the vacant number to be filled by bidding will be posted for bid for a period of 10 business days and will be communicated to represented employees by refinery wide email. Within the posting period, employees eligible to bid and desiring the number must sign a bid form available at the Human Resources Office. Following the close of the bidding period, the Company shall have 10 working days to determine the successful bidder. The successful bidder will be the one with the most seniority as determined by Article 20-2 (a) and (b). The successful bidder will be assigned the number.

Postings which receive no eligible bidders may be filled by assignment from unnumbered or probationary employees. Employees assigned to fill vacancies in this manner are then subject to bidding provision (a) and (b) of this Article.

Management shall not use probationary employees to avoid permanently filling regular, full-time positions in any classification or progression unit. However, nothing in this section shall act to diminish or detract from Management's current right as provided for in Article 11 or any other provisions of this Agreement to determine the number of regular, full-time positions in any classification or progression unit.

Mechanical craft vacancies requiring high technical skills (Instrumentman, Repairman) or created by abnormal circumstances may be filled at Management's discretion, either by job posting, by assignment, or by direct hire.

Employees holding a number are eligible to bid if the following requirements are met:

(a) They have held a number in their progression unit for at least 6 years, continuously.

(b) Their present progression unit has the required stability during the previous 12 months. The required stability is met if addition of the prospective bidder to the number of employees who have left a permanent number in the specific progression unit by bidding out, retirement, termination, death or promotion, or combination thereof, does not exceed 10 percent of the number of employees holding numbers in that unit, or the quantity one, whichever is greater. (A fraction of a number will be rounded to the next higher whole number.)

Unnumbered employees are eligible to bid without meeting the requirements of (a) and (b) provided they did not become unnumbered employees after March 1, 1982, as a result of disqualification. Employees becoming unnumbered employees as a result of disqualification may bid after 6 years as an unnumbered employee or at any time by agreement of the Company.

An employee who is eligible to bid on a job, but is absent during the entire period when the job is posted for bid, will be allowed to file his bid in writing within 7 days after he returns to work, providing no more than 20 days have elapsed since the job posting closed. If this employee is awarded the job, the employee holding the number will have the right to return to his former job.

When it is known beforehand that a vacancy will occur (for example, a vacancy resulting from retirement), it may be posted for bid prior to the time it occurs to provide a ready replacement. The normal posting and bidding procedure will be followed. If the vacancy occurs as anticipated, the bid will proceed as usual; if it does not, the posting will be void.

## **20-5 Frozen Employees**

No employee will be frozen unless the Company doctor determines he is physically unable to advance to the next higher classification. The period of time he is frozen will be limited to the time he is physically unable to advance. No more than one employee can be frozen in any classification. Employees promoting around a frozen employee shall also demote around him for the first calendar year. After one calendar year, if the employee remains frozen then he is subject to once around, always around, for any employee who promotes around him according to paragraph 20-12.

## **20-6 Disqualification Procedure**

It is recognized that employees must meet all qualifications of their job as a condition of employment.

(a) When an employee is to be disqualified by the Company on the grounds he lacks the ability to perform the work, the Company will notify the Union and the employee as soon as possible. At the Union's request, the Company will meet to discuss the disqualification. If the Union fails to file a complaint within 10 Personnel Office working days after the meeting or notification, whichever is later, the matter will be closed.

(b) Article 20-6 (a) does not apply to disqualifications for medical reasons. When the Company doctor determines an employee is physically unable to perform a job, he will be disqualified.

(c) An employee who is disqualified from a job in a progression unit to which he was promoted from another job in the same progression unit may return to his previous job without loss of seniority, providing that job is not a replacement position. Article 20-12 applies to all demotions due to disqualification.

(d) An employee disqualified from any job other than defined in 20-6 (c), within 60 days of his transfer into the job from which he is disqualified, may return to his previous job without loss of seniority. If after 60 days an employee is disqualified, he will be subject to reassignment or termination.

## **20-7 Staffing New Units**

Notice of staffing of new units will be posted on all bulletin boards at least 2 weeks before selection of employees to staff the units is begun. During this period, employees who want to be considered for work in the new unit may sign a list in the Local Human Resources Office.

Selection of employees to staff a new unit will be made by Management from the bargaining unit. Seniority will be the determining factor among those employees who in Management's judgment have equal qualifications.

A new unit shall be the addition of a complete progression unit, the replacement of an existing operating unit by an operating unit of different design, or the modification of an existing operating unit involving significant changes in the processing scheme or major equipment changes to the extent new skills are required.

When a new progression unit is to be established, the Company will give the Union 30 days' notice for the purpose of negotiating the proper rate code for each classification in the new progression unit.

#### **20-8 Letter of Assignment**

An employee assigned at the request of the Company will be given a letter of assignment. He will retain his progression unit ranking. An assignment of an employee holding a number in a progression unit will be limited to a total of 90 working days and may be extended during the term of this Agreement by mutual agreement.

#### **20-9 Retention of Seniority**

In the event of illness, occupational or non-occupational accident, an employee shall retain all seniority, continue to earn seniority and retain his ranking number for a period not to exceed 12 months. If he does not return to work within 12 months or at any time during this 12-month period should it be medically determined that the employee cannot return to work and perform the job, he may be retired, if eligible, terminated, or the period may be extended at Management's discretion. If the 12-month period is extended, he will retain his seniority but will not accrue seniority during the extension.

#### **20-10 Seniority of Temporary Supervisors**

A represented operations employee, transferred temporarily to supervisor and working in that capacity shall retain all seniority earned prior to the date of his transfer and shall continue to earn seniority up to a cumulative period of time equal to 24 cumulative months (520 total days) for the career of the employee. If he works more than 24 cumulative months, he will lose all seniority. After he has worked a cumulative period of time equal to 24 cumulative months as a supervisor, his number will be declared vacant and will be filled according to paragraph 20-4.

A represented maintenance employee, transferred temporarily to supervisor and working in that capacity, shall retain all seniority earned prior to the date of his transfer and shall continue to earn seniority up to a cumulative period of time equal to 18 cumulative months (390 total days) for the term of this Agreement. If he works more than 18 cumulative months during this Agreement, he will lose all seniority. After he has worked a cumulative period of time equal to 18 cumulative months during the term of this Agreement as a supervisor, his number will be declared vacant and will be filled according to paragraph 20-4.

## **20-11 Lists of Regular, Full-Time Employees and Progression Units**

Every 6 months the Company agrees to provide a list of refinery employees in the bargaining unit and the date last hired into the Ponca City Refinery without a break in bargaining unit service. The Company will also provide the Union with changes in progression units.

## **20-12 Once Around Always Around**

An employee who permits another employee with a higher progression unit number to work around him in filling either temporary or permanent vacancies, except as provided in the scheduling section of this contract, or Article 20-5, or as a result of a scheduling error, shall forfeit his rights to his number. The employee advancing to the number will be the employee eligible to advance having a progression unit number next higher than that of the employee who forfeits. The forfeiting employee will accept the number of the employee who advances. Deviations may be made by mutual agreement between the Company and the Union.

## **20-13 Temporary Assignment at Company's Request to Perform Work Away From Ponca City Area**

If the employees involved consent, up to five may be temporarily assigned at the Company's request to perform work away from the Ponca City area for a continuous period not to exceed 12 months. The 12-month limitation shall not apply to an employee loaned to a government agency. Employees on temporary assignment shall continue to accrue seniority. The number of employees may be increased beyond five by mutual agreement with the Union.

## **20-14 Employee Transferred Away From Ponca City Geographical Area at His Own Election**

An employee transferred away from the Ponca City geographical area at his own election shall lose all rights to his permanent number immediately. After 6 months he shall lose all seniority rights unless transfer is because of his health or that of a member of his family, in which case he shall lose all seniority rights after 12 months.

## **20-15 Bumping**

(a) In the event of changes in the plant which result in fewer progression unit numbers being required, Management will notify the Union 14 days prior to the date the numbers are to be deleted.

(b) Only those employees who lose their numbers and are demoted out of the classification above the replacement classification in their progression unit as a result of a reduction in numbers or bumping shall have bumping privileges.

(c) In the division in which the employee held the number from which he was demoted giving him bumping privileges, the employee may bump as high (not to exceed four numbers) as his seniority permits in the classification above the replacement classification in any progression unit.

(d) In all divisions except the one defined in (c) above, the employee having bumping privileges may bump into the bottom number in the classification above the replacement classification.

(e) Both (c) and (d) above are subject to the following restrictions:

(1) No employee can bump into a progression unit composed of only one classification above the replacement classification.

(2) No employee can bump into a progression unit unless he can bump the employee holding the bottom number in the classification above the replacement classification.

(3) In the mechanical crafts, bumping shall be permitted into the apprentice classification as high as seniority permits, but only in those progression units in which a numbered employee classified as apprentice is holding the bottom demotion number above the replacement classification. Craftsmen cannot be bumped out of the progression unit.

(4) No employee can bump into a new progression unit in the first year of operation.

(5) The qualifications required for an employee to bump into a progression unit are the same as those required for him to bid into it.

(f) An employee cannot bump into a progression unit if his bumping privileges resulted from loss of a number in the progression unit.

(g) An employee bumped out of the classification above the replacement classification in any progression unit may demote to the top number in the replacement classification.

(h) Employees having bumping rights will select, within 6 Personnel Office working days after the date of reduction of number, the classification into which they wish to bump. The Personnel Office will be allowed 7 Personnel Office working days following the end of the bumping

period to make the seniority calculations. When these calculations are completed, the employees will be assigned the permanent numbers to which their seniority entitles them; and the assignment of these numbers will be effective at the end of the bumping period. If actual assignment to the job or to break-in on the job is to be made, it will be made on the next scheduling day following the completion of the seniority calculations.

If an employee is absent because of illness, vacation, or emergency condition during the entire 6-day bumping period, he will be allowed to exercise his right to bump within 3 Personnel Office working days after he returns to work.

(i) Employees who may be temporarily retained on the unit beyond the date of the shutdown shall select the positions into which they wish to bump within the aforementioned 6-day period; but assignment to such numbers will be deferred until they are released from the shut-down unit. (When the aforementioned assignment is deferred because of lack of qualified replacement, a written notice to this effect shall be given the Union stating the reason for such deferment and the length of time of such deferment.)

## **20-16 The Mechanical Craft Apprenticeship Program**

(a) Employees must pass the basic skills test specific to a craft within 60 days of receiving the number. Employees will remain in their current job until the test is taken. The Employee may take the test once before the end of the 60 days, should they fail they may retest again before the 60 days has expired. Those employees who fail to pass the test will remain in their current job. If the successful bidder does not meet these criteria within the 60-day period, that employee shall be disqualified and will not be permitted to bid on any future job openings for a period of 6 years following the 60-calendar day period. Following a disqualification of the senior bidder, and providing there is more than one eligible bidder on this bid, the job will then be offered to the next senior bidder provided he/she also met this criteria within the same 60 calendar days following the close of this bid. Those eligible bidders below the most senior eligible bidder who do not meet the required criteria will also be disqualified but will not be restricted from bidding on future job openings. All eligible bidders will remain in their current job or assignment within this 60-day period until the successful bidder is determined. The Company reserves the right to assign or direct hire for vacancies that occur in this process.

Except as provided in paragraph (b), the cumulative times for advancement through the Apprentice and Second Craftsman classifications will be:

Apprentice 12 Months

Second Craftsman 18 Months

(1) All days actually worked in the progression unit will be counted as cumulative time, provided the employee holds a number in the progression unit.

(2) A numbered employee on letter of assignment outside his craft will not accrue cumulative time unless a numbered employee junior to him is working in the craft.

(b) The employee must pass the qualification tests from Apprentice to Second Craftsman and from Second Craftsman to First Craftsman. Employees failing to pass a test shall be subject to reassignment or termination. The Company reserves the right to assign or direct hire for vacancies that occur in this process.

For the purposes of applying this paragraph, cumulative days earned while on letter of assignment shall apply on advancement from Second Craftsman to First Craftsman. The Apprentice, if he has earned cumulative time while on letter of assignment, will conditionally progress to Second Class. He will not be required to take the qualification test for advancement until he has worked in the craft an additional number of days equal to the number of days he has earned while on the letter of assignment. The qualification test, however, may be taken only one time after the cumulative time has been earned. Any time an employee takes the test and fails after the cumulative time has been earned, he shall be subject to reassignment or termination.

In each stage of the apprenticeship program an employee may attempt one time to test for advancement before he has earned his cumulative time. If he is successful he shall immediately be promoted to that level. If he is not successful, he must wait until he has worked his cumulative time before testing again.

## **ARTICLE 21 JOB CLASSIFICATIONS**

**21-1** Work peculiar to a classification shall be performed by employees assigned to that classification within the bargaining unit with the exception that the Company reserves the right to assign work without compromising safety to qualified employees regularly assigned to other classifications within the bargaining unit for efficient, productive and profitable operation of the plant.

The Company and the Union agree the primary job skills which the various crafts are now utilizing will continue. Job skills common to various crafts will be used by any and all craftsmen to the limit of their skills and ability to achieve a high level of productivity and efficiency.

**21-2** If new primary job skills arise in the crafts, the Company agrees to assign the work to the appropriate craft. If a question arises over the assignment, the Company and the Union will meet to resolve the question.

**21-3** The Company will give the Union 14 days' notice when job classifications are to be eliminated or when changes are to be made in the permanent numbers in a classification.

**21-4** The Company may change job duties, combine jobs, classifications, or progression units, or establish new jobs or classifications in existing progression units.

(a) In the event job duties are changed to the extent rates are to be changed, the Union will be given 14 days' notice for the purpose of negotiating the proper rate code for the job.

(b) In the event jobs, classifications, or progression units are combined or new classifications are established in existing progression units, the Union will be given 30 days' notice for the purpose of negotiating seniority and the proper rate code.

**21-5** (a) There is no restriction on supervisors performing classified work when they are supervising four or fewer employees.

(b) Supervisors supervising five or more employees, with the exception of the production superintendents, shall not perform classified work except when instructing, training, or during emergencies.

(c) There is no restriction on the production superintendents performing classified work.

**21-6** Each progression unit will contain a replacement classification. Employees holding a replacement classification will be paid the rate of the job worked. The employee may be assigned to the Mechanical Division when he is not working in the unit or training.

**21-7** The number of employees in the replacement classification will be determined by the actual amount of work required in each progression unit.

**21-8** When there is more than one job in the classification immediately above the replacement classification, the replacements will be trained in only one job and learn the others as a part of their operating assignment.

**21-9** If work of a higher-paid classification is temporarily required for 4 or more hours of any employee within the bargaining unit during a regular 8-hour day, evening, or night shift, he shall receive the wages of the higher-paid classification for all hours worked in that shift. Overtime shall be paid for at rate of job worked.

**21-10** Out-of-schedule Operations assignments that are known about in advance will be distributed among qualified volunteers from that progression unit. Operators who desire consideration for such assignments must volunteer in writing to the OLMC of that progression unit. The Company will provide notice to qualified volunteers by email as soon as practical but no later than 12 hours prior to the commencement of the work associated with the out-of-schedule assignment. Consideration will be given to all volunteers who possess the necessary qualifications required by the available assignment.

## **ARTICLE 22 DISABILITY PAY**

**22-1** Pay under the Short Term Disability Plan (STD) shall be at the rate of the employee's regular full-time assignment the last day worked prior to the absence; but if the employee's regular full-time assignment is a swing job, the swing rate will be paid. In no event shall an employee receive an hourly rate under the Short Term Disability Plan that is greater than he would have received had he worked.

**22-2** STD benefits will commence after the first 2 days of each absence except as follows:

(a) Each absence of 4 or less hours for medical purposes will be paid with verification of doctor visit.

(b) Each employee with 4 or more days absent during the previous calendar year will receive no waiting period days. If the 4 or more days absent occur as one occurrence, then the employee will receive two days with no waiting period during the following calendar year.

(c) Each employee with 3 days absent during the previous calendar year will receive one day with no waiting period during the following calendar year. If the 3 days absent occur as one occurrence,

then the employee will receive two days with no waiting period during the following calendar year.

(d) Each employee with 2 days absent during the previous calendar year will receive two days with no waiting period during the following calendar year.

(e) Each employee with 1 day absent during the previous calendar year will receive three days with no waiting period during the following calendar year.

(f) Each employee with no days absent during the previous calendar year will receive four days with no waiting period during the following calendar year.

(g) Employees may accumulate up to 6 days with no waiting period.

(h) An employee who is admitted to a hospital during an absence covered by STD benefits will be paid for the entire absence with no waiting period. Such absence will not be charged as an absence occurrence for STD eligibility the following calendar year.

## **ARTICLE 23 MEALS FURNISHED BY COMPANY**

**23-1 Overtime** – Meals will be furnished, if requested, to employees who are required without prior notice to work in excess of 2 hours past their regular quitting time. Time for consuming meals will be paid for if employee is required to work more than 2 1/2 hours. If required to work an additional 4 hours overtime, a second meal will be furnished.

**23-2 Call Outs** – Meals will be furnished, if requested, to an employee working on a call out provided the employee is expected to work over 2 hours and the work period extends through the hours of 7 a.m. to 8 a.m., 12 noon to 1 p.m., 6 p.m. to 7 p.m., and 12 midnight to 1 a.m.

### **23-3 When Meals Will Not Be Furnished on Overtime and Call Outs**

(a) Employee Working on Day Shift. Meals and time for consuming meals will not be paid for if such employee is notified 12 hours in advance of coming to work that he is to work after his regular quitting time or that he is to begin work before his regularly scheduled starting time.

(b) Employee Working on Evening or Night Shift. Meals and time in excess of 30 minutes for consuming meals will not be paid for if such

employee is notified or scheduled 3 hours or more in advance of coming to work that he is to work after his regular quitting time or that he is to begin work before his regularly scheduled starting time, except an employee reporting for work between 10:30 p.m. and 3:30 a.m., who is required to work 12 hours or more, will be provided one meal (breakfast) if he so requests.

(c) Employee Working Normal Day Off. When an employee is scheduled 12 hours or more in advance to work a normal schedule on Saturday, Sunday, holiday, or normal day off, meals will not be provided.

**23-4 Pay In Lieu Of Meals** - Employees may at their option elect to

receive a \$10.00 payment (to be included in the employees paycheck) in lieu of receiving a meal.

## **ARTICLE 24 MAINTENANCE OF RATE**

**24-1** If an employee holding a progression unit number is temporarily assigned to a lower-paid job, he will receive the rate of his permanent assignment for the hours worked in a 2 calendar-week period beginning at the end of the last shift worked on the permanent assignment. This does not apply if immediately prior to the reduction in job assignment the employee has worked his permanent assignment because of another employee's absence for sickness, vacation, or leave of absence.

**24-2** Employees retained on the payroll who lose their permanent numbered classification or are reduced to a lower paying permanent numbered classification within the same progression unit because of a permanent reduction in force shall receive the pay rate of their permanent numbered classification from which they are reduced for an appropriate period as follows:

25 years and over of service:

12 consecutive calendar months. In addition, employees who have 25 years' service and have worked five years in the classification from which they are reduced, will receive for the remainder of their employment the rate of the job worked plus 25 cents per hour so long as this does not exceed the rate of the permanent numbered classification from which they were reduced.

15-24 years of service:  
9 consecutive calendar months.

5-14 years of service:  
6 consecutive calendar months.

Over 3 months and under 5 years of service:  
3 consecutive calendar months.

To qualify for rate protection, such employees must have held their permanent numbered classification at least 90 days and must have worked in or above their permanent numbered classification within the same progression unit continuously for a period of 90 days while holding a permanent number within the 12-month period immediately prior to effective date of their loss of or reduction in permanent numbered classification. Days the unit is temporarily shut down will not count in determining the 12-month period. Approved absence such as illness, vacation, letter of assignment, etc., from permanent numbered classification shall count as time worked for the purpose of this paragraph. This protection is not applicable to an employee holding permanent numbered classification due to another employee's not actively working in the permanent numbered classification except when an employee otherwise qualifying under this proposal has bid and held continuously for one year or more a permanent numbered classification made vacant by promotion of an employee to supervisory status.

**24-3** If an employee receiving maintenance of rate is permanently assigned to a classification paying a rate equal to or higher than the maintained rate, maintenance of rate will be terminated on the date of assignment to that classification unless the employee is disqualified under paragraph 20-6.

**24-4** Employees whose maintenance of rate is based on a single classification and who work on a swing job will be paid for the hours worked as follows:

(a) The rate of the job worked will be paid when it is in excess of the maintained rate.

(b) The maintained rate will be paid when the rate of the job worked is less than the maintained rate.

**ARTICLE 25  
HOLIDAYS**

**25-1** The following days shall be considered holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following
Fourth of July	Thanksgiving Day
Floating Holiday in Connection with Fourth of July	Christmas Day Floating Holiday

One floating holiday will be arranged to maximize the consecutive number of days off in conjunction with the Fourth of July holiday, except when the fourth of July falls on Wednesday. When this occurs the floating holiday will be taken on the Friday before Labor Day. The other floating holiday will be taken in conjunction with Christmas Day and will be arranged to maximize the consecutive number of days considered as Christmas holiday.

**25-2** An employee shall be paid straight time for 8 hours on a named holiday which falls on his day off. An employee not required to work on a scheduled workday on which one of the named holidays is observed shall be paid at straight time for his normal daily scheduled hours. Such compensation shall not be paid, however:

(a) If employee is requested to work on a holiday and does not work.

(b) To employees who are A.W.O.L. the day before or the day following the holiday. This does not include an absence which cannot be avoided.

(c) To employees who are on personal business, or leave of absence, the scheduled workday immediately preceding and following a holiday.

(d) To employees who are receiving sick and accident benefits.

(e) To employees who are absent because of sickness or accident and benefits are denied.

**25-3** If any of the holidays named in this section fall on Sunday, the day recognized and observed by the state or nation will be considered as the holiday. If any of the holidays named in this section fall on Saturday, the day preceding (Friday) will be considered as the holiday.

**25-4** If a holiday falls on a day during an employee's vacation on which he would have been paid if he were working his regular schedule, such employee shall receive one day's (8 hours) additional pay. The employee's schedule on his regular job shall determine if this paragraph applies.

**25-5** With the exception of those holding a number in the Process Division, employees may, with supervisory approval, take time off with pay, in lieu of straight time holiday pay due for a holiday worked. A maximum of 5 days may be taken under this provision in a calendar year. No banked holidays may be taken after the third Friday in November.

**25-6** Process Division employees may receive 10 days (80 hours) off in lieu of the straight time pay for holidays, provided the total number of days taken in this manner plus single day vacations does not exceed 15 during a calendar year.

An allocation for single-day vacations and days off in lieu of holiday pay will be established for each Process Division progression unit. Days off in lieu of holiday pay that are to be taken 1 day at a time will be scheduled by seniority. The scheduling is to be completed by January 20. Days not scheduled by January 20 may be scheduled at a later date if the allocation permits and provided they are requested before 12 noon on Wednesday of the preceding week.

Any or all of these 10 days (80 hours) not designated as being taken off in lieu of holiday pay will be paid on the second payday in February. Any portion of the 10 days not paid for in February may be taken as time off or be paid on January 10th of the following year.

The rate of pay for these 10 days (80 hours) will be at the employee's permanent assignment, whether taken as time off or paid.

Should an employee have a negative or positive balance at the time of termination of employment, whether voluntary or involuntary, the employee's pay will be adjusted to account for the negative or positive balance.

## **ARTICLE 26 VACATIONS**

**26-1** Vacations will be granted to all employees having permanent status who have been in continuous, full-time service with the Company as follows:

(a) **Service Vacation**

1 year and less than 5 years	10 workdays
5 years or more 10 years or more	15 workdays
20 years or more 30 years or more	20 workdays
	25 workdays
	30 workdays

If there are not enough days remaining in the calendar year for the employee to receive a full vacation at the time he completes a year's service, only the remaining days may be taken.

- (b) An employee's vacation will be reduced by approximately 1/12 for each 22 workdays he was absent without pay in the previous year for any purpose except military service in accordance with the following schedule.

<b>Total No. Scheduled Workdays Absent Without Pay</b>	<b>Service Years</b>				
	<b>1-5</b>	<b>5-10</b>	<b>10-20</b>	<b>20-30</b>	<b>Over 30</b>
0-22 inclusive	10	15	20	25	30
23-44	9	14	18	23	27
45-66	8	12	17	21	25
67-88	7	11	15	19	22
89-110	7	10	13	17	20
111-132	6	9	12	15	17
133-154	5	7	10	12	15
155-176	4	6	8	10	12
177-198	3	5	7	8	10
199-220	2	4	5	6	7
221-242	2	2	3	4	5
243 or more	0	0	0	0	0

- (c) Vacation pay shall be the base rate of the employee's permanent assignment the last day worked prior to starting his vacation.

**26-2** Employees who have not taken their vacations at the time they resign or are terminated (whether or not for cause) will be entitled to pay in lieu of such vacation. In addition to the above, the following payments will be made when applicable:

(a) If an employee is requested not to take his vacation, he will be paid in lieu thereof.

(b) In the event an employee is retired or laid off because of lack of work, he shall be compensated in money equivalent to the vacation due him. Such payment shall be made by paying all vacation due as of January 1st of the current year which has not been taken prior to the date of leaving the Company's employment. In addition, the Company will pay the monetary equivalent of 1/12 of the vacation being earned during the current year for each full calendar month worked in the current year prior to the date of leaving the Company's employment. Such payment shall also be made to the beneficiary of a deceased employee.

**26-3** If an employee is hospitalized while on vacation, he may at his option cease to be on vacation for each full day of vacation he is required by his doctor to remain in the hospital. If he remains on an approved disability absence following his hospitalization, remaining vacation days in that week and additional scheduled weeks of vacation immediately following the week in which hospitalized need not be taken while he is disabled. They may be rescheduled to a later time, subject to management approval and provided sufficient time remains in the year.

**26-4** All earned vacation must be scheduled before banked or bought vacation is scheduled. Vacation may be split subject to the following conditions:

**(a) 8-Hour Schedule**

Employees who are entitled to two weeks of vacation may take 10 days as single-day or half-day (half-day vacations are equal to 4 hours) vacations. Employees entitled to 3 or more weeks of vacation may take a total of 15 days' vacation a day at a time provided the total number of single-day or half-day vacations plus days off in lieu of holidays that were banked does not exceed 15. The one or two weeks to be taken half-day or one day at a time will not be scheduled as full weeks. A special allocation will be established for each progression unit for single-day or half-day vacations. These will be scheduled by seniority as provided in 26-6 of this Article. Single or half-days not scheduled in this manner will normally be requested before noon on Wednesday of the preceding week. These requests will normally be granted if the allocation for that specific day is not filled and there is no emergency work to be performed in the craft. Requests above the allocation may be granted with supervisory approval and if no overtime is required.

**(b) 12-Hour Schedule**

Employees who are entitled to two weeks of vacation may take 10 days as single-day vacations. Employees entitled to 3 or more weeks of vacation may take a total of 15 days' vacation a day at a time, provided the total number of single-day vacations plus days off in lieu of holidays does not exceed 15. A special allocation will be established for each progression unit for single-day vacations and days off in lieu of holiday pay. These will be scheduled by seniority as provided in 26-6 of this Article. Single days not scheduled in this manner will normally be requested before noon on Wednesday of the preceding week. These requests will be granted if the allocation for that specific day is not filled. Requests above the allocation may be granted with supervisory approval if there are trained replacements available and no overtime is required.

(c) Only one vacation period can be in the summer months (June, July and August) except for vacation allocations not filled.

**26-5** Additional vacation time will not be allowed to compensate for any days employee may be sick on his vacation except as provided in paragraph 26-3 of this Article.

**26-6** The Company shall have the vacation allowable schedule available no later than November 20 for each progression unit, indicating times available for employees' vacations.

(a) Selection of desired vacation time in each progression unit will be by the date last hired into the Ponca City Refinery without a break in service. If the date last hired into the Ponca City Refinery without a break in service is the same for two or more employees in a progression unit, the deciding factor for vacation selection for these employees will be ranking number in the progression unit. The employee in No. 1 ranking position will have vacation selection ahead of the employee in No. 2 ranking position, etc.

(b) Selection of desired vacation time among the unnumbered Mechanical Division employees will be by the date last hired into the Ponca City Refinery without a break in service.

If the date last hired into the Ponca City Refinery without a break in service is the same for two or more unnumbered Mechanical Division employees, vacation selection will be determined by the flip of a coin. The employee who wins the flip will have the first choice and so forth.

**26-7** Employee must be ready to make vacation choice by December 1. On December 1 or the closest date thereafter, which is not a Saturday or Sunday, the supervisor of each progression unit will go to the

senior employee in the progression unit, obtain that employee's choice for vacation time, and record it on the vacation schedule. As soon as he has obtained this information, he will go to the next senior employee and obtain his choice or choices. He will continue this until all employees have made their selection. On or after December 1 employees who do not give their supervisor a vacation choice when contacted may be assigned a vacation period. Employees will not be permitted to choose a vacation period for which the allocation is already filled, but must select another one which is not filled. Employees who expect to be out of town on vacation or otherwise during the period December 1-25, inclusive, must leave their choice with their supervisor. If their choice is in a period where allocation is filled, their supervisor will try to contact them to make a valid choice. If he cannot do so, he will go on to the next senior employee. The absent employee will accept such time as the vacation schedule shall require for the number of weeks he chose where the allocation was filled.

Vacation schedules are to be completed by December 26. Immediately after the schedule is complete, unused allocation in June, July, and August may be exchanged for vacation already selected according to selection rules of paragraphs 26-6 (a) and (b).

**26-8** Vacation schedules will not be changed on the request of an employee except in emergencies such as his sickness, sickness or death in his immediate family, his being on jury duty, or except if in the opinion of Management, the schedules may be changed without undue interference to the work requirements of his progression unit.

**26-9** To protect operations, it is necessary for Management to limit the number of employees in any classification who can be scheduled for vacation for any one time. This number will vary with the operation.

**26-10** All vacations will begin at the end of the employee's last normal workday. An employee will be scheduled off work after his vacation until his next regular scheduled work day. Normally scheduled days off before and after an employee's regularly scheduled work days will be protected from mandatory overtime.

The above provisions which exclude certain days from mandatory overtime apply only to those vacation periods which are scheduled for an entire work set. For straight day employees, a work set is an entire week (Monday-Friday). For 12-hour shift employees, a work set is the entire shift set (all 3 consecutive shifts or all 4 consecutive shifts).

**26-11** Operations employees holding a replacement number will be assigned to a shift team for purposes of unit vacation selection. Days off

for replacements will be honored per article 26-10 for vacations selected in this manner.

## **ARTICLE 27 JURY AND WITNESS SERVICE**

**27-1** Employees shall be excused from duty for jury service, and while performing such service they shall receive straight-time rate of pay for their regularly scheduled hours. If a holiday falls on a day an employee is serving on the jury, he shall receive holiday pay only. Payment for jury duty is contingent on:

(a) The employee actually reports to the court for jury service on a day he is scheduled to work.

(b) If he is released by noon or before, he will return to work and complete the workday. If he returns to work and completes the workday, time worked on that day after his previously scheduled hours will be paid for at 1 1/2 times his base rate.

(c) If an employee is instructed not to report for jury service on the following day, and if such day is his regularly scheduled workday, he shall notify his immediate supervisor for work assignment on the excused day for jury service.

**27-2** Any employee serving as a witness at the request of Phillips 66 shall receive payment for expenses incidental to such service, will be paid as if he were performing a regular scheduled workday, and will be paid overtime, if applicable.

## **ARTICLE 28 SEVERANCE PAY**

Any employee who is laid off or whose employment is severed through no fault of his own for a reason other than retirement under the Retirement Plan shall be granted severance pay at his regularly scheduled hourly wage rate of pay as follows:

(a) After continuous service of 1 year, 1 weeks' pay.

(b) After continuous service of 2 years and up to 5 years of service, 2 weeks' pay.

(c) After continuous service of 5 years and up to 10 years of service, 3 weeks' pay.

- (d) After continuous service of 10 years or more, 4 weeks' pay.

Any employee who is granted severance pay pursuant to this section, because he is laid off or had employment severed, shall be denied a second severance pay allowance if he is laid off or his employment severed again, unless continuous service since reemployment has been one year or more.

## **ARTICLE 29 CLOTHING**

The Company will reimburse employees for clothing destroyed by chemical action beyond that to be anticipated from the normal exposure of the employee's regular job and not caused by his own negligence.

## **ARTICLE 30 SETTLEMENT OF GRIEVANCES**

A grievance is a dispute or conflict between the Company and the Union as to the interpretation or application of the terms of this Agreement. The Company, the Union, or an employee may submit a grievance under the provisions of this Article.

The Company and the Union agree that grievances should be resolved at the earliest possible step in the grievance process.

Any employee may request a one on one meeting with a Supervisor to discuss and try to resolve a potential grievance.

### **30-1 Step A - First Level Supervision Meeting**

- Step A begins when an employee or a Union Representative requests a Step A meeting with a Supervisor.
- A meeting shall be scheduled to take place within 10 days of the date the incident arose.
- Attendees of a Step A grievance meeting shall be:
  - The affected employee (when the grievance concerns a specific employee)
  - The Supervisor (normally the employee's supervisor)
  - A Union Representative who may be either a Steward or a Union Committee Member
- Details of the grievance will be discussed at this meeting. The outcome will be one of the following:

1. Grievance resolved
  2. Further investigation required, grievance placed in abeyance by mutual consent.
  3. Grievance denied by the Supervisor
- The Supervisor will document the meeting (and any follow-up meetings) and provide a hard copy of the notes to all the attendees and HR. A copy will be sent to the Union Hall.
  - If the grievance is denied, the Supervisor shall provide a written response including an explanation of the Company's position within 5 days of the final Step A meeting.

If the grievance is denied, the grieving party may then elect to progress the grievance to Step B. The grieving party has 10 days from receipt of the Company's written response to do this. If the grieving party does not progress the grievance to Step B within this time, it shall be considered to be withdrawn.

### **30-2 Step B - Second Level Supervision Meeting**

- Step B begins when the grieving party provides details of the grievance in writing to the second level of supervision.
- The written grievance should:
  - contain the facts surrounding the incident, including relevant dates, along with the articles of the contract applicable to the dispute.
  - be signed and dated
  - be assigned a sequential reference number for the year of submission (i.e. the first grievance submitted in 2010 shall be 10-01).
  - be copied to HR
- Within 10 days of receiving the written grievance, the Second Level Supervisor shall investigate the matter, and meet to discuss the grievance with:
  - The affected employee (when the grievance concerns a specific employee)
  - A Union Committee Member
- The outcome of this meeting shall be one of these three:
  - Grievance resolved
  - Further investigation required, grievance placed in abeyance by mutual consent
  - Grievance denied by the Second Level Supervisor
- The Second Level Supervisor will respond in writing to the Union Committee Member and Employee with the decision on the grievance within 5 days of this meeting. If the grievance is denied the response will include an explanation of the Company's position.

If the grievance is denied, the grieving party may then elect to progress the grievance to Step C. The grieving party has 10 days from receipt of the Company's written response to do this. If the grieving party does not progress the grievance to Step C within this time, it shall be considered to be withdrawn.

### **30-3 Step C - Union / Management Meeting**

- To progress a grievance to Step C, it must be advanced in writing to the HR Business Partner.
- The grievance shall be discussed at the next available meeting between the Union Committee and Company Management, and at least within 30 days of the Company receiving the written Step C grievance. During this meeting both parties shall be afforded the opportunity to provide their position on the grievance. The outcome of this meeting shall be one of these three:
  - Grievance resolved
  - Further investigation required, grievance placed in abeyance by mutual consent
  - Grievance denied by the Company.
- A Company Representative will respond in writing to the Union Committee Chairman with the decision on the grievance within 10 days of this meeting. If the grievance is denied the response will include an explanation of the Company's position.

### **30-4 Step D – Arbitration**

If the grievance is denied at Step C, it may be submitted for arbitration by giving written notice within 20 days. The request for arbitration shall be made by the grieving party to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven arbitrators. After receiving the list of arbitrators, the Company and the Union shall, within 21 days, eliminate from the list six names by each alternately eliminating one. By mutual agreement of the Company and the Union, a second list may be requested. It is agreed that as long as there are outstanding grievances, there will be a minimum of two grievances "working" at all times from a maintained list in HR and at the Union Hall. Working means that the arbitrator has been selected, and that dates are being scheduled for the arbitration hearing. Once a grievance that has been submitted to arbitration has been heard, or resolved, another grievance will be moved in queue for selection of an arbitrator and the setting of a hearing date.

The Arbitrator selected shall proceed as soon as possible to hold a hearing and render a decision on the matter at issue. The decision of the arbitrator shall be final and binding upon all parties. The arbitrators shall have no power to add to or subtract from or modify in any way the terms of this agreement.

An annual review will be held of grievances which have remained at Step D for greater than 12 months, with the intent of bringing them to resolution. Attendees of this review will be the normal members of the regular meetings between the Union Committee and Company Management, with the addition of the International Union Representative.

The compensation of the arbitrator and his expenses in connection with the arbitration shall be shared equally between by the parties in the case.

In calculating time for purposes of this article, Saturdays, Sundays and holidays shall not be counted. Time limits specified herein may be extended by mutual agreement of the parties.

The failure to file a complaint if a violation of the agreement occurs will not be considered establishing a precedent.

If a regular, full-time employee is discharged and the dismissal is protested on the issue of just cause, an immediate hearing will be afforded him. The employee, the Union, and representatives of the Company shall be present. If no agreement is reached, the Union shall have the right to proceed to arbitration within 15 days on the issue of determination of just cause. If no action is taken within 15 days, the case shall be closed.

Only differences arising between the Union and the Company relating to interpretation or performance of this Agreement which cannot be adjusted by mutual agreement and have gone through the grievance procedure are arbitrable, except as otherwise provided in this Agreement.

## **ARTICLE 31 SCHEDULING**

### **31-1 Operating Units – Weekly Work Schedules**

Employees available to work the full workweek will be scheduled for the entire week.

### **31-2 Filling Vacancies**

(a) There are operations in the plant in which it is not necessary to fill vacancies.

(1) A vacancy for a short period of time need not be filled if the vacancy results from an employee attending a meeting with the

Company or other similar circumstances where the employee would be readily available in event of an operational upset requiring his services.

(2) A vacancy will not be filled if there is no work to be performed.

(3) A vacancy need not be filled during a partial shutdown on a unit if the operation can be carried on satisfactorily without appreciably increasing the duties of those remaining on shift.

(b) When it is known in advance that a temporary vacancy will exceed 60 days, the unit will be rescheduled for the duration of the vacancy.

(c) Vacancies of less than 60 days will be filled by moving up on shift. The employees on duty will move up, and the bottom vacancy will be filled by the senior trained employee holding a replacement number who is available. If no qualified replacement is available, then the position may be filled by any other qualified employee who is available.

(d) If overtime is required, it will be worked in the classification where the vacancy occurs by one of the following methods:

- Overtime shall be offered on hold-over and call-out to employees working in the job or unit where the vacancy occurs. An employee already scheduled to work 16 hours in a 24-hour period shall not be held over or called out early, except in an emergency.
- Overtime shall then be offered in seniority order to those employees working in that classification.
- Overtime shall then be offered in seniority order to employees in the classification on their days off.
- If vacancy cannot be filled by the above procedures, overtime can be offered to any qualified employee.

(e) When an absent employee, not scheduled to work, returns from absence, he will be assigned to his regular job. The employee who had moved up to replace him will move down on the shift. The bottom employee displaced may be assigned either to cleanup or the Mechanical Division at Management's discretion.

### **31-3 Employees Working the Swing Letter Between Bottom Operating Job and Laborer**

Employees working the swing letter between the bottom operating classification on any unit and labor may at Management's discretion be allowed 2 days off following their evening or night shifts on operations and be permitted to work Saturday and Sunday as labor under the following conditions:

- (a) No premium pay will be paid for work on Saturday or Sunday.
- (b) Employees will not normally be worked on labor on a holiday and will be scheduled to work or not to work.
- (c) When employees on operating-labor swing jobs are scheduled to work on labor on Saturday or Sunday, they shall perform any labor work assigned.
- (d) Employees may be permitted to split days off to avoid working on Sunday on labor work.
- (e) A swing man may be scheduled on labor following his operating shifts as long as it does not cause his days off to be split.

### **31-4 Employee on Vacation – Operating Units**

An employee on vacation is not considered as being in the work schedule until the day he is scheduled to return to work. No violation of seniority occurs as long as no junior employee is working above him in the schedule on the day he returns to work.

### **31-5 Shutdown of Operating Units After Schedule Is Posted**

When an operating unit is partially or completely shut down after the schedule is posted and fewer employees are required on one or more shifts, the employees scheduled to work the shifts on which fewer employees are needed will be demoted from the shift they were scheduled to work. These demotions will not be made in order of total progression unit ranking. Progression unit ranking will be observed, however, among those employees scheduled on the shift from which the reductions are made.

## **ARTICLE 32 BULLETIN BOARDS**

The Company will maintain a bulletin board at the Central Control Room hallway, at the entrance to the South Plant, the entrance to the East Plant, the entrance to the West gate, Main Shop Lunch Room, Laboratory Lunch Room, and the entrance to C Division. The Union agrees to use the boards for the purpose of notifying its members of meetings and making

announcements to its members and agrees that the material posted shall contain nothing of a political or controversial nature or reflect upon the Company or any of its employees. No material shall be posted unless approved by an official of the Union who shall be responsible for complying with the restrictions on the nature of notices posted.

### **ARTICLE 33 LAYOFF AND RECALL**

**33-1** In the event of a force reduction in the Ponca City Refinery, casual, temporary, and probationary employees in the bargaining unit will be laid off first. After all the casual, temporary, and probationary employees are laid off, the employee with the most recent date of regular, full-time status who is a bargaining unit employee in the Ponca City Refinery at the time of the force reduction will be the first employee laid off.

**33-2** Employees classified as regular, full-time prior to the time they are laid off will be placed on a recall list for a period of 1 year from the date of lay off.

**33-3** Employees on the recall list will be called back in order of Refining Department bargaining unit seniority and if recalled shall lose no seniority rights.

**33-4** Recall Procedure. A former employee to be recalled shall be notified at his last known address on file with the Company. If at the end of 7 days he has not notified the Company of his acceptance of the job, he shall have forfeited all recall rights. If at the end of 14 days after notification of acceptance he has not reported for work, he shall have forfeited all recall rights.

### **ARTICLE 34 SAFETY**

No employee shall be required to perform services that seriously endanger his physical safety and his refusal to do so shall not warrant or justify discharge.

### **ARTICLE 35 CONTRACT WORK**

The Company agrees it will not bring contractors into the plant to perform production or maintenance work if it will result in the lay-off of regular, full-time employees.

In addition, maintenance craft work will not be contracted as long as there are employees holding numbers in the crafts in which work is contracted working as laborers.

## **ARTICLE 36 STILL CLEANING OPERATIONS**

Cleaning of the coke still equipment shall be paid for on a piecework basis as outlined below except that earnings of the cleaning crew members shall not be less than that shown in Appendix A for each hour they are engaged in work in connection with actually cleaning each coke chamber.

Under normal conditions, hours shall not exceed 40 a week nor shall an individual engage in more than six cleanouts in a week.

This contract is in force regardless of the hourly schedule.

### **36-1 Handling of Delay Time**

Whenever it appears that a delay will exceed 2 hours, the crew may be notified that they are not needed; and they may leave the premises until called again. During a delay of 2 hours or less, occurring before a steam test has been passed, still cleaners can be used at the option of Management on any work available. If a delay is over 2 hours and as a result still cleaners are required to work over a total of 8 consecutive hours, hours over 8 shall be paid for at 1 1/2 times the base hourly rates. Rules on call out time do not apply to contract still cleaning; however, when a still has passed the steam test and cleaners have been released, any subsequent call out to stop leaks or perform work shall be considered a call out.

### **36-2 Cleaning Single Chamber, Necessary Piping and Fittings**

Piping to be cleaned, including breaking and reconnecting of necessary fittings, will start at the first block valve after the Wilson-Snyder valve and will include cleaning all piping and equipment into and out of the coke drums up to the double block valves on the vapor line. This work applies only when the unit is in operation. During shutdowns, the coke in the chambers will be cleaned by still cleaners on base hourly rates; and cleaning of coke in the piping and equipment will be cleaned by the Mechanical Division. Still cleaners, however, may be assigned by the Mechanical Division to perform such work.

Earnings of an entire crew per cleanout will be distributed among the crew in the same ratio as their base hourly rates bear to each other. These

earnings include premium time for holidays, shift differential and short change pay. Examples of the earnings of each crew member, based on a normal chamber cleanout, are as follows:

**EFFECTIVE 3/31/2022**

<b>Classification</b>	<b>Base Hourly Rate</b>	<b>Percent Share In Contract</b>	<b>Earnings Per Cleanout</b>
(4) Coke Still Cleaner	47.33	34.60	451.07
(7) Coke Still Sluicer	45.38	33.18	432.56
(10) Coke Still Cleaner Helper	44.06	32.22	<u>420.04</u>
			1303.68

**EFFECTIVE 3-31-23**

(4) Coke Still Cleaner	48.75	34.60	464.60
(7) Coke Still Sluicer	46.74	33.18	445.54
(10) Coke Still Cleaner Helper	45.39	32.22	<u>432.65</u>
			1342.79

**EFFECTIVE 3-31-24**

(4) Coke Still Cleaner	50.22	34.60	478.54
(7) Coke Still Sluicer	48.14	33.18	458.90
(10) Coke Still Cleaner Helper	46.75	32.22	<u>445.63</u>
			1383.07

**EFFECTIVE 3-31-25**

(4) Coke Still Cleaner	51.97	34.60	495.29
(7) Coke Still Sluicer	49.83	33.18	474.96
(10) Coke Still Cleaner Helper	48.38	32.22	<u>461.22</u>
			1431.48

**36-3 Overtime**

(a) **Payment for Time Over 8 Hours in Any Given Cleanout**  
 Payment of 1 1/2 times the base hourly rates shall be added to the earnings of a cleanout for each hour worked over 8 in any given cleanout plus shift differential when applicable.

**(b) Payment for Time Over 40 Hours in a Workweek**

Payment of 1 1/2 times the base hourly rates shall be added to the week's earnings for each hour worked over 40 in a workweek. Any payments made for time over 8 hours in a day shall be offset against pay for weekly overtime in that week.

**36-4 Payment for Other Work**

Payment for maintenance of rate is at the base hourly rates.

Shift differential is not paid on contract work, since it is included in the contract pay; however, shift differential is applicable when an employee is working on the base hourly rate.

**36-5 Temporary Shutdown Not Scheduled**

A nonscheduled shutdown normally will not last longer than 48 hours. Schedules will remain in force, and the men affected by the shutdown for cleaning or otherwise will be transferred to the Mechanical force regardless of seniority.

**36-6 Vacation Pay**

Vacation pay shall be the base rate of the employee's permanent assignment the last day worked prior to starting his vacation.

**36-7 Sick Benefits**

Sick benefits shall be computed on base hourly rates for scheduled hours lost because of illness. In no event will more than 40 hours be paid in 1 week for time lost because of illness.

**36-8 Holiday Pay**

Employees who work on contract on holidays shall be paid 8 hours at the base hourly rates plus the time worked on contract. Employees who do not work on a holiday will be paid only 8 hours at the base hourly rates.

**36-9 Duties Included in Still Cleaning**

In addition to the actual preparation of the equipment for cleaning, performing the cleaning, and heading up of the equipment in condition to resume operation, the work of still cleaning shall include cleaning the still area and keeping tools and equipment clean and in good condition. It is the

responsibility of the still cleaners to report tools or equipment which require repairs.

It is the responsibility of the still cleaners to clean up all spilled coke. This includes coke on platforms, north or south railway spurs, the roadway north of the Blue shop, the area south of exchanger row. If these areas are not cleaned to the supervisor's satisfaction, he may call out the cleaning crew to finish the job; and call-out pay will not be applied.

### **ARTICLE 37 CASUAL/TEMPORARY EMPLOYEES**

For the purpose of this Agreement only, casual/temporary employees are extra, non-probationary employees hired to supplement the regular, full-time work force within the Refining Department doing bargaining unit work.

When additional probationary employees are needed, casual/temporary employees working in the refinery will be given consideration but will not receive preferential treatment over any other applicant in the selection process. The decision whether to select from casual/temporary employees as well as who is selected from the casual/temporary employees shall be at Management's discretion. Time worked as a casual/temporary employee will not count toward the 12 continuous months provided in Article 20-3.

Discharge of any casual/temporary employee shall be at Management's discretion and shall not be a subject for grievance or arbitration.

Casual/temporary employees earn no seniority under this Agreement.

The normal hours of work shall be 8 hours per day and 40 hours per week. This is not a guarantee that any employee will work 8 hours every workday or 40 hours every workweek.

Management shall not use the casual/temporary work force as a means to avoid hiring or replacing permanent openings in regular, full-time positions in any classification or progression unit. However, Management reserves its right to determine the number of regular, full-time positions in any classification or progression unit.

**ARTICLE 38**  
**CONSOLE TRAINED OPERATOR SUCCESSION**

Console Trained Operators wishing to be removed from consideration from working the Console Position will be required to:

- Provide written notice once a year, by October 1, of their desire to be removed from the Console Trained Operator position.
- The step down in position will be within 15 months of notice. Shift teams for that following year will be realigned if necessary to facilitate that step down.
- In each console the company will allow one employee per year to elect to step down from console trained operator. Should more than one employee elect to step down, then the senior employee will be selected.
- The company reserves the right to allow more than 1 employee who is qualified to step down solely at its discretion. In any case the senior operator(s) who wish to step down will be accommodated.
- Should more than 2 employees retire or bid out of the console position in a given progression unit during the 12 months preceding October 1, that progression shall be barred from allowing any console trained operators from electing to step down from that console. The company may, at its discretion, waive this rule.
- If volunteers are available there is no limit on the number of forced console trained operators that can step down.
- For each console position, the company will pay 12 CTO's. More can be qualified at the discretion of the company.

The parties have caused this instrument to be executed by their duly authorized representatives this 31<sup>st</sup> day of March 2022.

Phillips 66  
/s/ Kevin Schmitt  
Production Manager  
Ponca City Refinery

THE UNITED STEEL, PAPER and FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION ON BEHALF OF ITS LOCAL 13-857

WORKMEN'S COMMITTEE  
/s/ Jason Smith  
/s/ Tim Kleinmann  
/s/ Mike Smith  
/s/ Kurt Fast  
/s/ Travis Pugh

**APPENDIX A  
RATE SCHEDULE  
FOR CODE JOBS IN BARGAINING UNIT  
PONCA CITY REFINERY**

This Appendix is the agreed-upon base rates of pay for the listed jobs as they existed at the time of the Agreement. It is not an agreement on the part of the Company that the listed jobs will not be changed, combined, or eliminated.

Code	Effective 3/31/22		Effective 3/31/23		Effective 3/31/24		Effective 3/31/25	
	Unadjusted	Adjusted	Unadjusted	Adjusted	Unadjusted	Adjusted	Unadjusted	Adjusted
1	51.93	50.75	53.48	52.27	55.09	53.84	57.02	55.72
2	48.65	47.54	50.11	48.97	51.61	50.44	53.42	52.20
3	47.69	46.61	49.12	48.01	50.60	49.45	52.37	51.18
4	47.33	46.26	48.75	47.65	50.22	49.08	51.97	50.79
5	46.37	45.32	47.76	46.68	49.19	48.08	50.92	49.76
6	45.81	44.77	47.18	46.11	48.60	47.49	50.30	49.16
7	45.38	44.35	46.74	45.68	48.14	47.05	49.83	48.69
8	44.95	43.93	46.29	45.24	47.68	46.60	49.35	48.23
9	44.45	43.45	45.79	44.75	47.16	46.09	48.81	47.70
10	44.06	43.06	45.39	44.36	46.75	45.69	48.38	47.29
11	43.68	42.68	44.99	43.96	46.34	45.28	47.96	46.87
12	43.16	42.18	44.46	43.45	45.79	44.75	47.39	46.32
13	42.81	41.84	44.10	43.10	45.42	44.39	47.01	45.94
14	36.89	36.05	38.00	37.13	39.14	38.25	40.51	39.59
15	29.55	28.88	30.44	29.75	31.35	30.64	32.45	31.71
18	28.29	27.65	29.14	28.48	30.01	29.33	31.06	30.36
21	27.38	26.76	28.20	27.56	29.05	28.39	30.06	29.38

When operations employees are required to work shutdown operator jobs, they will be paid \$1.00 per hour over their base rate of pay.

## PONCA CITY REFINERY RATE SCHEDULE

The code structure consists of 17 separate rates identified by numerals as follows:

(1) – (2) – (3) – (4) – (5) – (6) – (7) – (8) – (9)  
(10) – (11) – (12) – (13) – (14) – (15) – (18) – (21)

The highest rate shall be (1), the lowest rate shall be (21).

Classifications by progression units are listed below with rates identified by number or rate:

	<b>Code</b>
<b>West Plant Crude Unit</b>	
Lead Operator	( 1)
Console Trained Operator	( 2)
Unit Operator	( 4)
<b>East Plant Unit</b>	
Lead Operator	( 1)
Console Trained Operator	( 2)
Unit Operator	( 4)
<b>South Plant Unit</b>	
Lead Operator	( 1)
Console Trained Operator	( 2)
Unit Operator	( 4)
<b>Coke Still Cleaning Unit</b>	
Coke Still Cleaner	( 4)
Sluicer	( 7)
Coke Still Cleaner Helper	(10)
<b>Coker/Combo/Alky Unit</b>	
Operator	( 1)
Console Trained Operator	( 2)
Unit Operator	( 4)
<b>North Plant Unit</b>	
Lead Operator	( 1)
Console Trained Operator	( 2)
Unit operator	( 4)
<b>Steam Team</b>	
Steam Team Operator	( 4)

	<b>Code</b>
<b>Oil Movements</b>	
Unit Operator	( 4)
Console Trained Operator	( 2)
<b>Instrumentman, Insulator-Painter, Pipefitter, Repairman Units</b>	
1st Craftsman	( 4)
2nd Craftsman	( 7)
Apprentice	(14)
<b>Transportation Unit</b>	
Crane Operator	( 4)
Crane Operator, 2nd	( 7)
Apprentice	(14)
<b>Unnumbered Employees</b>	
Laborer	(15)
<b>Control Laboratory Unit</b>	
Technician	( 6)
Tester	(10)
<b>Analytical Lab</b>	
Analytical Technician	( 6)
<b>Replacement</b>	(15)

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\* The cumulative time for advancement from Crane Operator, 2nd to Crane Operator is 18 months.

# Benefit rates for employees receiving a replacement number are determined as follows:

Entry rate into the replacement classification is Code 15. Within 4 months after receiving a replacement number, an employee must qualify for one job and hold that number for 90 days after qualification. After this 90-day period, his benefit rate will move to Code 14 if higher than the employee's Code 15 rate. Within the next 4 months, an employee must

qualify for a second job in the unit and have 90 additional days' experience in the unit following qualification before moving to Code 13. His benefit rate will then move to Code 13.

Benefit rates for employees receiving a replacement number in the Mechanical Division craft progression units will be equivalent to their standing in the craft program.

## **Appendix B – NOBP Letters**

### **National Health Insurance**

(1980)

If National Health Insurance becomes a law, the Company's present and future contributions toward the present plan premiums shall be used towards the cost of the National Health Insurance and that any unused portions of the Company's contributions shall be used for other benefits as determined by the Company and the Union.

### **Occupational Illness and Injury**

(1990)

Benefits paid for absences in connection with a job-related disability are: from the first day of regular full-time employment, the company will provide up to a maximum of 26 weeks at full pay and up to a maximum of 26 weeks at half pay. All provisions of the company CDIP will remain unchanged. Employees receiving CDIP benefits prior to the effective date of this agreement will not be covered by this extended benefit.

### **LETTER OF UNDERSTANDING Successorship**

(1997)

The parties agree that in the event the Company enters into an agreement to sell the Ponca City Refinery covered by the Collective Bargaining Agreement in its entirety to a third party or enters into a joint venture or merger agreement covering the Ponca City Refinery in its entirety, the Company will include in any sale, merger or joint venture agreement the requirement that the successor company shall recognize the Union as the exclusive representative of the bargaining unit and shall adopt the Collective Bargaining Agreement and all existing Memoranda of Agreement. Such Collective Bargaining Agreement shall remain in full force and effect for its duration, except for mutually agreed to changes, and continued employment with the successor company shall not require any form of severance payment from the Company.

Except that such successor company shall not be required to continue the existing employee benefits, but shall be entitled to establish a package of benefits for employees covered by the Collective Bargaining Agreement that are reasonably comparable in the aggregate. If requested by the Union, the company shall negotiate with the Union in good faith regarding those benefits. Should an agreement not be reached, the successor company may proceed with implementation of the proposed Benefits Plans and the Union will not have the right to strike.

However, if the parties are unable to reach an agreement on Benefits Plans, the successor company will have the option to waive the foregoing "reasonably comparable Benefits Plans in the aggregate" commitment and provide the Union with the option to strike the successor employer on Benefits Plans only by giving the successor company 45 days notice within 15 days after the Union has been informed by the successor company that it is waiving the commitment for "reasonably comparable Benefits Plans in the aggregate".

This LETTER OF UNDERSTANDING Successorship will terminate at Noon, March 31, 2002.

### **Successorship Letter of Understanding**

(2002)

The Successor Letter of Understanding, applicable to the Ponca City Refinery, will continue in effect for the term of the Articles of Agreement effective April 1, 2002. This successorship Letter of Understanding is clarified as follows:

This Successor Letter Agreement would be applicable to the sale of the Ponca City Refinery where the seller retained (1) terminal operations such as tank farms or loading racks and wharf facilities, (2) lubricants base oil manufacturing or packaging and blending operations, (3) co-generation plants, (4) wastewater treatment facilities, (5) coke handling facilities, or other stand-alone assets of a similar nature and scope. However, this understanding does not create a separate successorship obligation with respect to facilities retained or sold separately to another entity, or the sale of such auxiliary facilities where there is no sale of the Ponca City Refinery.

### **Occupational Death Benefit**

(2002)

Effective April 1, 2002 the existing occupational death benefit of \$250,000 that is paid for work-related accidental death which occurs as a direct result of an accident while at work will be increased to \$500,000.

### **Job Security**

(2002)

The Conoco Ponca City Refinery and the Union agree for the duration of the Agreement with PACE at its Ponca City Refinery, no regular full-time employee represented by the Union will be subject to involuntary layoff, except for decreases in the level of operation caused by a sale of operating units, complete or partial plant closure, a merger or joint venture resulting in a change of managerial control, or an act of God.

## **NO RETROGRESSION**

(2009)

The Company agrees to renew the letter agreements on layoff notice, plant closure, rate retention, national health insurance, health and safety, successorship, and job security where such letter agreements exist.

## **PROCESS SAFETY**

(2012)

### **Letter Agreement**

(Applicable only to USW represented Refineries and Chemical Plants)

### **Re: Process Safety**

This Agreement confirms the understandings reached between the United Steelworkers International Union (USW), Local 12-590 (hereinafter referred to as “the Union”) and ConocoPhillips—Ponca City Refinery (hereinafter referred to as “the Company”), and both (hereinafter referred to as “the Parties”), regarding Process Safety language. This Agreement supplements Article 18, Health and Safety Provision, in the Articles of Agreement.

### **General Provisions**

The Parties agree maintaining a safe workplace is important to all employees and to the sustainability of the petrochemical industry in the US. Over the years, the Parties have invested resources and training into various health and safety activities and programs at our site to improve health and safety performance. This document covers several actions that have been agreed by the Parties to build on this through existing health and safety processes, including process safety.

The Company has a responsibility for occupational health and safety and every employee has a role to play in maintaining a safe work environment. In this Agreement, the Union, through its various representatives, committees, and officers, has been accorded certain participatory rights relating to represented employees’ health and safety; however, it is not the intention of the Parties that these provisions or the Union’s exercise of its rights thereunder shall in any way diminish the Company’s final authority for occupational health and safety performance, process safety or hazard identification.

### **Process Safety Representative**

The Parties recognize potential differences in existing site-level staffing and support structures associated with health & safety management. The Parties also recognize that the size and complexity of a particular site may warrant

different support models to optimize employee involvement in process safety matters. With these recognitions, the Parties agree to establish one Process Safety Representative role for each manufacturing site with one hundred and fifty (150) or more bargaining unit employees where such a role does not already exist. For sites with less than one hundred and fifty (150) bargaining unit employees, the Parties agree to meet to discuss alternatives, which may include incorporating process safety duties into an existing health and safety role. The Parties agree to meet as soon as practicable, but no later than sixty (60) days from the ratification of this agreement, to discuss the specific process safety responsibilities and duties and finalize these at the site level.

The Parties agree to incorporate into their local discussions on this subject, the following tenets:

Selection: The Process Safety Representative will be selected utilizing the existing health and safety role selection process, from interested qualified candidates who are nominated by the Company and/or Union Leadership.

Reporting Relationship: This role will be assigned to the Process Safety Department and report directly to the Site Process Safety Manager.

Length of Assignment: The person selected for this role will be in this role for the term of the Agreement or shortened or lengthened as mutually agreed.

Annual Performance Review: The Process Safety Representative's performance will be reviewed utilizing the existing health and safety role performance review process.

Pay: This role will be paid \$1.00 per hour above their current classification rate or equivalent to the collectively bargained rate of pay for a safety role at the Site where such role already exists.

Confidentiality/Proprietary Information: The person in this role may have access to and use information that may be considered trade secrets and proprietary. Such information must be accessed and handled in a confidential manner and not disclosed except in accordance with Company policies, including the signing of a Confidentiality Agreement applicable to other employees. If there is any question about the confidential nature of information, he/she must seek the advice from the Site Process Safety Manager.

### **Process Safety Training**

The Company understands the importance of process safety training and awareness. Therefore, the Company agrees to pay for reasonable time and travel costs, if applicable, associated with one week (40 hours) of initial process safety training for the Site Joint Health and Safety Committee where such

committees exist, and the Process Safety Representative, where applicable. The Company will seek input from the Site Joint Health and Safety Committee before finalizing the training content. This training opportunity will be made available once during the term of the contract. The Company may also provide other health, safety and process safety training.

### **Fatigue Prevention**

The Parties acknowledge that a Recommended Practice (RP) regarding Fatigue Risk Management Systems has been issued by the American Petroleum Institute (API), API Recommended Practice 755. The Parties agree to meet and discuss as soon as practicable, but no later than sixty (60) days from the ratification of this agreement, the application and implementation of this RP. The Parties will fulfill any bargaining obligations, where necessary, in connection with the implementation of the new RP, including changes to the existing contract language. It is agreed and understood that both Parties will provide support and cooperation to ensure successful implementation of the new RP.

### **Annual Site Process Safety Review**

The Parties agree that there is value in having annual site process safety reviews to increase general awareness on process safety by reviewing process safety metrics, by learning from incidents that occur and by sharing best practices. This review will be held on an annual basis with the members of the Site Joint Health and Safety Committee. The Company will seek the Site Joint Health and Safety Committee's input before determining the content of the material to be reviewed.

These individuals may have access to and use information that may be considered trade secrets and proprietary. Such information must be handled in a confidential manner and not disclosed except in accordance with Company policies.

The Parties agree to meet and discuss as soon as practicable, but no later than sixty (60) days from the ratification of this agreement, the specifics on how to implement the Annual Site Process Safety Review. In addition, the Parties agree there is value in learning from the experience of other USW represented sites within the Company, and will discuss how to involve the Site Joint Health and Safety Committee in accomplishing best practice / information sharing.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

(2015)

**MAINTENANCE TRAINING AND DEVELOPMENT**

The parties agree to execute the attached Letter Agreement regarding Maintenance Training and Development (Attachment 1). This Letter Agreement will apply only to USW represented refineries and chemical plants.

**FATIGUE MANAGEMENT**

The parties agree to execute the attached Letter Agreement regarding Fatigue Management (Attachment 2). This Letter Agreement will apply only to USW represented refineries and chemical plants.

**HEALTH CARE**

The Company renews and extends its current commitments that the Company's contributions toward the cost of coverage for the self-insured options for active employees in the Phillips 66 sponsored medical plan will be based on an employer contribution rate of 80% of the cost and an employee contribution rate of 20% of the cost. The Company's contributions toward premiums for approved alternate Company sponsored medical plan options for active employees will be based on an 80% contribution, but in no case will it exceed its monthly contribution to the Preferred Provider (PPO) option.

**NO RETROGRESSION**

The Company agrees to renew the letter agreements on layoff notice, plant closure, rate retention, national health insurance, health and safety, successorship, and job security where such letter agreements exist.

(2022)

**HEALTH CARE**

The Company renews and extends its current commitments that the Company's contributions toward premiums for the Phillips 66 sponsored medical plan for active employees will be based on an employer contribution of 80% of the premium and an employee contribution rate of 20% of the premium. The Company's contributions toward premiums for approved alternate company sponsored medical plans for active employees will be based on an 80% contribution, but in no case will it exceed its monthly contribution to the Preferred Provider (PPO) option.

### **OCCUPATIONAL ACCIDENTAL DEATH**

If a death benefit is determined to be payable under the Company-sponsored occupational accidental death benefit plan on account of the death of an eligible employee, the Company will pay the full cost of the first 12 months of COBRA continuation medical, dental, and vision coverage under the Company-sponsored health plan on behalf of the eligible employee's surviving dependents (spouse/domestic partner and/or children) who are enrolled in such coverage(s) at the time of the employee's death and who timely elect such COBRA continuation coverage. The Company shall determine the best method for covering the cost of such COBRA coverage.

### **NO RETROGRESSION**

The Company agrees to renew the letter agreements on layoff notice, plant closure, rate retention, national health insurance, health and safety, successorship, and job security where such letter agreements exist.

### **SEVERANCE**

The Parties agree to execute the attached Letter of Agreement on Severance (Attachment 1). This Letter of Agreement will apply only to USW represented refineries and chemical plants.

### **CLARIFICATION TO SUCCESSORSHIP LETTER OF AGREEMENT**

The Parties agree to execute the attached Clarification to the Successorship Letter of Agreement (Attachment 2).

### **HEALTH & SAFETY**

The Parties agree to execute the attached Health & Safety Letter of Agreement (Attachment 3). This Letter of Agreement will apply only to USW represented refineries and chemical plants.

Letter Agreement

(Applicable only to USW represented Refineries and Chemical Plants)

RE: MAINTENANCE TRAINING AND DEVELOPMENT

This Agreement confirms the understandings reached between the United Steelworkers International Union (USW), Local \_\_\_\_\_ (hereinafter referred to as “the Union”) and \_\_\_\_\_ Manufacturing Site (hereinafter referred to as “the Company”, and both hereinafter referred to as “the Parties”), regarding maintenance training and development and maintenance craft needs.

The Parties recognize that skilled maintenance workers are essential to ensuring safe, efficient, and reliable operations. The Parties agree to meet upon request by the local union or management to discuss ongoing opportunities in the area of maintenance recruitment, development and day-to-day routine maintenance craft needs. These initial discussions shall be concluded within one hundred and eighty (180) days of the date of ratification. Examples of opportunities may include, but are not limited to the following:

- High school, trade school, community college, local contractor community and/or military recruitment activities;
- High school, trade school and community college curriculum development that addresses qualified supply needs;
- Trade school and community college teaching that provides practical experience to the classroom; and/or
- Development and delivery of Maintenance internship programs to provide hands on work experience.

It is understood that opportunities will be based on business needs as determined by the Company.

In addition, the Parties will meet within the same specified time period above to discuss the following:

- Age and service profiles of the company craft workforce
- Profile of occupations of the company craft workforce
- Profile of occupations of the contractors performing day-to-day routine maintenance
- Collaborative ways in which bargaining unit craft training and development could be enhanced
- Ways in which day-to-day routine maintenance work currently performed by contractors could be as efficiently performed by bargaining unit employees

At the conclusion of such discussions, the Company will develop and share the projected maintenance hiring plans and timelines for implementing such plans with the Local Union as outlined in Attachment A.

The information relevant to this discussion may be considered confidential and proprietary, and may require the signing of a Confidentiality Agreement.

Nothing in the above should be construed as constituting minimum staffing levels. It is understood that any hiring of maintenance employees will be based on business and facility maintenance needs as determined by the company.

In the event either party fails to discuss and share the data identified above, or if the Company fails to develop and execute the projected maintenance hiring plan, the matter may be referred by either party to the USW Chair of the National Oil Bargaining Program and the Company's Senior Human Resources Representative (the Chairs) who shall meet and attempt to resolve such issue. Should no resolution be reached, the USW Chair shall retain the right to have the union file and process a grievance regarding the dispute into an expedited procedure to be developed by the Chairs.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2015

## **Letter of Agreement**

(Applicable only to USW represented Refineries and Chemical Plants)

RE: FATIGUE MANAGEMENT

This Agreement confirms the understandings reached between the United Steelworkers International Union (USW), Local 13-857 Clerical Unit (hereinafter referred to as "the Union") and Phillips 66 Ponca City Refinery (hereinafter referred to as "the Company", and both hereinafter referred to as "the Parties"), regarding Fatigue Management.

The Company has responsibility for occupational health and safety and every employee has a role to play in maintaining a safe work environment. In this Agreement, the Union, through its legal standing as it relates to rights as defined by the National Labor Relations Act (NLRA), through its various representatives, committees, and officers has been accorded certain participatory rights relating to employees' health and safety; however, it is not the intention of the Parties that these provisions or the Union's exercise of its rights thereunder shall in any way diminish the Company's final and exclusive authority for occupational health and safety performance.

The Parties recognize that continuous improvement in the area of fatigue risk management is important to the health of employees and the safety of our operations. Given these interests, if the Parties have met the provisions of the 2012 and 2015 National Oil Bargaining Letters of Agreement (Exhibits I & II) relating to the implementation of API RP 755 and the ongoing management and administration of a Fatigue Risk Management System (FRMS), or, if the parties have local agreements or plant guidelines/policies in place that seek to meet the principles and intent of API RP 755, the requirements of this letter have been satisfied.

If, however, the Parties have not met the provisions of the 2012 and 2015 National Oil Bargaining Letters of Agreement, as attached, or do not have local agreements or plant guidelines/policies in place, the local Parties shall implement a FRMS that seeks to meet the principles and intent of API RP 755, including any provisions arising out of the 2012 and 2015 NOBP Letters of Agreement (as attached). Such development of a FRMS shall commence within 90 days of ratification of the 2019 NOBP Agreement with implementation occurring no later than 365 days of ratification of the 2019 NOBP Agreement. The USW Health and Safety Representative, USW Process Safety Representative, or combination

thereof, along with appropriate company management, will be included in these discussions to ensure proper support through existing safety programs and processes. These discussions are intended to drive improvement in the area of fatigue risk management. Either party may appeal to the USW Chair of NOBP for assistance.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company

Union

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### **Letter of Agreement**

(Applicable only to USW represented Refineries and Chemical Plants)

**RE: HEALTH & SAFETY REPRESENTATIVE AT SITES <150 BARGAINING UNIT EMPLOYEES**

This Agreement confirms the understandings reached between the United Steelworkers International Union (USW), Local 13-857 Clerical Unit (hereinafter referred to as “the Union”) and Phillips 66 Ponca City Refinery (hereinafter referred to as “the Company”, and both hereinafter referred to as “the Parties”), regarding a combined Process Safety and Health & Safety Representative (Health & Safety Representative) role at refineries and chemicals plants that have less than one hundred fifty (150) bargaining unit employees.

The Company has responsibility for occupational health and safety and every employee has a role to play in maintaining a safe work environment. In this Agreement, the Union, through its legal standing as it relates to rights as defined by the National Labor Relations Act (NLRA), through its various representatives, committees, and officers has been accorded certain participatory rights relating to employees' health and safety; however, it is not the intention of the Parties that these provisions or the Union's exercise of its rights thereunder shall in any way diminish the Company's final and exclusive authority for occupational health and safety performance.

A. The Parties recognize potential differences in existing site-level staffing and support structures associated with health & safety management. The Parties also recognize that the size and complexity of a particular site may warrant

different support models to optimize employee involvement in process safety matters. Accordingly, the parties at larger and more complex facilities shall review the levels of resources available so as to ensure suitable levels of support. Such review shall include:

- The size of unit and number of employees,
- Feasibility of staff to adequately handle PSM activities.

B. With regard to refineries and chemical plants with less than 150 bargaining unit employees, the Parties further agree to establish one (1) role that combines duties associated with process safety as well as general health and safety for each refinery or chemical plant where such a role does not already exist. At a future time, if there is a USW Triangle of Prevention (TOP) role installed at the site, the combined H&S and PSM duties referenced above, by mutual agreement of the local parties, may be combined with the new TOP representative role.

The Parties agree to meet as soon as practical, but no later than sixty (60) days from the ratification of the 2019 National Oil Bargaining Agreement to discuss the specific responsibilities and duties of the role, and to finalize these at the site level. The Parties agree to incorporate their local discussions on this subject, the following tenets:

**Selection:** The Union will select and submit candidates for consideration by the Parties. The employee assigned will be selected by agreement of the designated representatives of the Parties.

**Reporting Relationship:** The role will be assigned to the Health & Safety Department and report to a H&S leader.

**Length of Assignment:** The person selected will be in this role for the term of the Agreement or shortened or lengthened as mutually agreed.

**Annual Performance Review:** The Health & Safety Representative's performance will be reviewed utilizing the site's existing performance review process.

**Pay:** With regard to B above: This role will be paid \$1.00 per hour above their current classification rate or equivalent to the collectively bargained rate of pay for a safety role at the site where such a role already exists.

**Confidentiality/Proprietary Information:** The person in this role may have access to and use information that may be considered trade secrets and proprietary. Such information must be accessed and handled in a confidential manner and not disclosed except in accordance with the Company policies including the signing of a Confidentiality Agreement applicable to other employees. If there is

any question about the confidential nature of information, he/she must seek the advice of their supervisor.

Training: The Company understands the importance of health and safety training and awareness. Therefore, the Company agrees to pay for reasonable time and travel costs, if applicable, associated with necessary training.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company

Union

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\_\_\_\_\_  
\_\_\_\_\_

### Letter of Agreement

(Applicable only to USW represented Refineries and Chemical Plants)

RE: ROUTINE MAINTENANCE CRAFT UTILIZATION

This Agreement confirms the understandings reached between the United Steelworkers International Union (USW), Local 13-857 (hereinafter referred to as “the Union”) and Phillips 66 Ponca City Refinery (hereinafter referred to as “the Company”), and both hereinafter referred to as “the Parties”), regarding routine maintenance craft utilization.

The Parties recognize that skilled routine maintenance workers are essential to ensuring safe, efficient and reliable operations. Further, the Parties acknowledge that the refineries and chemical plants covered by this Agreement will change over time as equipment, technology and processes are introduced and modified. For these reasons, a flexible and skilled proprietary routine maintenance workforce is critical to optimizing safety, productivity and the efficient execution of work.

Pursuant to the above, and noting this item is best addressed at the local level, the Parties agree to participating in a series of dedicated meetings to review routine maintenance utilization. This meeting shall occur on a frequency to be agreed upon locally, but not less than semi-annually. This review will include but is not limited to:

- Age and service profiles of the company’s proprietary craft workforce

- Anticipated attrition rates of the company’s proprietary craft workforce
- Hiring plans for the company’s proprietary craft workforce
- Profile of occupations of the company’s proprietary craft workforce
- Profile of occupations of the contractors performing routine maintenance
- Utilization rates of contractors performing routine maintenance
- Identification of routine maintenance work that may be suitable for the proprietary craft workforce.

The first meeting described above shall occur within 90 days of ratification of this Agreement.

The information relevant to this discussion may be considered confidential and proprietary, and may require the signing of a Non-Disclosure Agreement.

Nothing in the above should be construed as constituting minimum staffing levels. It is understood that any hiring of maintenance employees will be based on business and facility maintenance needs as determined by the Company.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company

Union

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**Letter of Agreement**

(Applicable only to USW represented Refineries, Chemical Plants and locations where such a letter agreement or memorandum of understanding has historically existed)

RE: Training and Curriculum Development

The Parties agree that advances in technology, the retention of critical facility knowledge and experience, and the assurance that training is fit for purpose for the refinery / chemical plant work force are necessary components to a safe, efficient, and productive facility. In line with this mutual objective, the Parties agree to the following:

- Each party shall select one operations and one maintenance representative from the site who is knowledgeable about training in the petrochemical refining industry as determined by the respective Party.

- Those selected representatives shall, upon the request of either party, establish a time and place to initially meet which shall occur no later than sixty (60) days from the date of the request.
- Those selected representatives shall meet as often as they mutually agree but not less than quarterly to discuss issues that are relevant to the training of the represented work force.
- The purpose of the meetings will be to provide the opportunity for the Union and the Company to share views, suggestions, ideas and information pertaining to the training of workers represented by the Union and the development of curriculum for such training. However, it is not the intention of the Parties that these provisions or the Union's exercise of its rights thereunder shall in any way diminish the Company's final and exclusive authority for training & curriculum development.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company

Union

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**Letter of Agreement  
Severance**

(Applicable only to USW represented Refineries and Chemical Plants)

The Company and the Union agree for the duration of this Agreement with the USW that any employee represented by the Union who is subject to layoff due to complete or partial plant closure shall be granted severance based on the applicable contractual hourly wage rate in an amount equal to one week for each year of service up to a maximum of ten (10) weeks.

As a condition of receiving a severance payment, any employee represented by the Union will be required to sign a waiver and release in a form acceptable to the Company.

Severance under this Agreement shall supersede any other severance payment provided under any applicable collective bargaining agreement, unless the amount of the other severance payment is greater, in which case only the greater severance payment will be granted.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2022

Company

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Union

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**Clarification to Successorship Letter of Understanding**

The Company proposes to clarify the intent of the existing Successorship Letter of Understanding dated October 27, 1997 as follows:

“Employee benefits” does not include hourly wage rates and vacation, which shall not be included in determining whether the proposed package of benefits is reasonably comparable in the aggregate, unless otherwise agreed between the successor company and Union.

Agreed to and accepted \_\_\_\_\_ day of March, 2022

Company

Union

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**Letter of Agreement**

**Health & Safety**

(Applicable only to USW represented Refineries and Chemical Plants)

The parties agree that safety and health in the workplace are paramount concerns that deserve the cooperative attention of the management and the union. The parties agree, therefore, that at sites with more than 150 bargaining unit employees, where no USW Health & Safety representative position currently exists, within sixty (60) days of a request by either the local union or the management to develop a plan for utilizing a full time union represented employee from the local bargaining unit toward the objective of working jointly on improving health and safety in the plant.

Agreed to and accepted \_\_\_\_\_ day of \_\_\_\_\_, 2022

Company

Union

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## **Appendix C – Side Letters (See Side Letter Attachment)**

**(Include the following letters in signed PDF format)**

- JH&S Representative Agreement
- OKIES Observation Incentive Offer
- USW OKIES Facilitator Memo of Understanding
- Lead Shutdown Operator Side Letter
- Resolving Recurring 18 Hour Shifts
- Temporary Supervisor Reports
- Fatigue Agreement (Article 19-2 (g) clarification)
- Lab Schedule
- Fatigue Side Letter
- Implementation Console Operator Position

Neil Faulkner  
Production Manager  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602  
580.767.7138



December 4, 2009

Mr. Jason Smith, Chairperson  
USW Local 13-857  
1202 West Ponca Avenue  
Ponca City, OK 74601

Re: Joint Health & Safety Committee Office Staffing Agreement

Dear Mr. Smith:

As a result of collective bargaining negotiations held between ConocoPhillips and USW Local 13-857, the parties agree as follows to this Letter of Agreement:

For the term of this agreement dated April 1, 2009 the parties agree that the Joint Health & Safety Committee Office will be staffed as per the attached JH&SC Representative Agreement.

Additionally, for the term of this agreement date April 1, 2009, the Company will at its expense, provide for the training of the Union members of the Joint Committee, annually, when such training is requested by the Union members of the Committee. Such training will be limited to five (5) days per Committee member and will be conducted by qualified individuals, institutions, or organizations recognized in the field.

Sincerely,

Neil Faulkner

AGREED TO BY:

ConocoPhillips

USW International Union

Local 13-857

12/4/09  
Date

12-17-09  
Date

12-15-09  
Date

Cc:

File  
Attachment

# **JH&SC Representative Agreement**

**01-Apr-09**

The function of the JH&SC Representative position is to continuously improve the overall execution and performance of the health and safety of all employees by identifying areas for improvement, working with management, union leaders and employees to make needed changes. In addition, this position will promote individual awareness and accountability for working safely as well as provide an avenue to deal with health and safety issues to ensure the Company and the Union meet their responsibility to provide a healthy and safe work place.

The JH&SC representatives will report to the Director of Safety & Occupational Health for work assignments in accordance with this document. The representatives will continue to be JH&SC members.

## **Selection and Scheduling**

There will be two positions staffed in the JH&SC office. One will be staffed by USW Operations Representatives, and one will be staffed by Mechanical Representatives from the USW, IBEW and Boilermakers. Starting on the date of this agreement, the JH&SC Representatives will rotate through these positions as described below:

- The Operations Representatives will rotate every 16 weeks with one week overlap.
- The Mechanical Representatives will rotate every 8 weeks with one day overlap.

When not assigned to the JH&SC Representative position employees will return to their regular assignment.

The objective is to have at least one JH&SC member in the office at all times. Vacancies (where there are no JH&SC members available) of two weeks or less will not normally be backfilled. Time spent on JH&SC activities outside of the plant will not be considered vacancies. Vacancies of more than two weeks will be backfilled according to the rotation schedule. I.e., the next scheduled representative will fill the position, if available. If a situation occurs where none of the JH&SC representatives are available, the position will remain vacant. The parties may vary from this scheduling procedure by mutual agreement.

In case of an emergency or unit shutdowns/start-ups (operator assigned unit), the operations representative may be sent back to his or her regular assignment at the request of the Company. The representative will not be sent back to perform routine or non-emergency work.

The JH&SC representative shall return to his or her regular position during Thanksgiving week and the last two weeks of the year leaving the position vacant for these periods.

## **Wages, Hours, and Seniority**

Normal hours will be the same as plant daylight/mechanical employees. The JH&SC representative will be paid at their base rate while working the JH&SC assignment and will be paid for all time spent on JH&SC or safety related committees or investigations. The JH&SC representative will have his/her progression ranking protected while on this assignment. The representative will be allowed to volunteer for and work overtime in their craft or unit per the CBA. The JH&SC representatives may work overtime required by the office as approved by the Director of Safety & Occupational Health.

The operations representative will be paid at the unadjusted rate. In order to compensate for loss of built in overtime, the operations representative, at his/her request at the start of the term, will be scheduled a 42-hour work week.

## **Materials Provided by the Company**

The Company will provide the JH&SC position resources needed to maintain an office accessible to the represented workforce, including the office space, phone with voice mail, two computers with internet access, access to a fax machine and other necessary office equipment and supplies. The Company will provide the JH&SC position with access to transportation within the plant. The JH&SC representatives will be allowed to utilize these resources to consult with USW HSE offices and regulatory agencies.

## **Primary Duties**

Primary duties and responsibilities are outlined below. Work assignments will be made by the Director of Safety & Occupational Health. The intent of this duty list is that roughly ½ the time of the JH&SC representative to be spent working issues in the field.

1. Serve as another point of contact for safety related issues. This provides an “open door” venue for all employees to have an alternate route to address safety concerns. Assist in researching and providing answers to employee’s questions relative to health and safety.
2. Maintain a daily log of office activities with resolution and review monthly with the JH&SC.
3. Review of all incident reports and/or Action Items as they are reported through IMPACT. Assist with those reports that may need further follow-up. Be a resource to obtain further information that may be necessary to correct any issues that would arise with these incident reviews. Provide regular update to JH&SC on monthly activities relating to reported incidents and Action Items.
4. Participate in near miss, incident and accident investigations. (Not to infringe on union individuality). Track participation and resolution.
5. Primary USW contact for the safety group in the event of a USW injured employee or significant incident.
6. Participate in area safety teams (AST). Help in facilitating AST issues that need further safety input beyond the area expertise. This may also include best practice sharing that may be identified from area to area. Help to resolve common issues between the areas.
7. Log issues worked with each AST and common issues. Report any activities in a monthly report to the JH&SC. Take issues outside the scope of AST to JH&SC for resolution.
8. Perform procedure reviews for tactical or implementation issues that may be addressed in the Safety Management System (SMS) procedure update. Provide input back to the reviewing safety department representative as needed.

9. Participate in audits of work areas. Work on corrective action items with the areas to resolve any discrepancies that may be identified. Report audit participation and resolutions of discrepancies that were worked. Provide feedback monthly to the Safety Director.
10. Be a personal example by demonstrating individual commitment to safety. Be a positive influence for safe behaviors and following refinery procedures and best practices.
11. Attend area morning meetings "tailgate meetings" and operations or craft safety meetings as available to assist in resolution of immediate safety issues that may arise to help get identified hazards eliminated. Attend safety meetings of each area or unit at least once quarterly. Report any activities monthly to the Safety Director.
12. Review the SAP safety work orders. Follow-up on any changed or rejected work orders that may have been submitted with the designation of safety. Ensure that what has been submitted as safety work orders are identified appropriately. Track progress on addressing safety issues identified through the SAP Work Notification process. Work closely with the Planning Department to provide clarification to the issue and what needs to be done. Report activities monthly to the Safety Director.
13. Assist in developing and distributing communications around current issues and activities that are being worked or resolutions to these activities as they relate to the safety of the Ponca City Refinery.
14. Provide input to the safety department on new hire, regulatory and refresher safety training.
15. Interface as needed with governmental agencies during site visits or responding to questions that may arise as part of normal regulatory audits (not to infringe on union individuality).

In addition a monthly meeting with the Refinery Manager will be established for JH&SC representatives in the office to review issues, update the Refinery Manager as needed, and generally provide direct communication from the JH&SC representatives to the Refinery Manager.

## **Application of the Agreement**

Parties agree to meet after one year to evaluate the effectiveness of the position and discuss improvements as needed.

Either party may cancel this agreement by providing a thirty (30) day written notice to the other party. The parties will meet during this 30 day period to attempt to settle the dispute or work out a new agreement. If the dispute has not been resolved by the end of the 30 days, or if no new agreement has been reached, this agreement will be cancelled, and JH&SC Representatives will return to their regularly assigned jobs.

Any dispute or questions arising in connection with the practical application of this agreement shall be referred to the parties for resolution. If no resolution is achieved, the agreement will be cancelled.

This agreement is non-precedent setting and shall in no way modify any parties' rights or duties under the terms and condition of the CBA. Amendments to this agreement must be reduced to writing and signed by all parties before they become effective.

The employees shall not be offered, nor will they apply for, any salaried or management position during the term of office or within 1 year of their term.



**Neil Faulkner**  
Production Manager  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602  
580.767.7138

December 4, 2009

Mr. Jason Smith, Chairperson  
USW Local 13-857  
1202 West Ponca Avenue  
Ponca City, OK 74601

Re: Side Letter Continuance

Dear Mr. Smith:

As a result of collective bargaining negotiations held between ConocoPhillips and USW Local 13-857, the parties agree that the following Letters of Agreement will continue during the term of this contract:

- The "Operator Qualifications" LOA originally dated August 27, 2001
- The OKIES Observation Incentive Offer originally dated April 25, 2005
- The USW OKIES Facilitator Memo of Understanding originally dated March 27, 2006
- The Lead Shutdown Operator Side Letter originally dated April 28, 2005

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Faulkner'.

Neil Faulkner



**Jim R. Mueller**  
Maintenance Manager  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602-1267  
(580) 767-6822

April 25, 2005

Jason Smith  
PACE Local 5-857  
1202 W. Ponca Ave.  
Ponca City, OK 74601

Re: OKIES Observation Incentive Offer

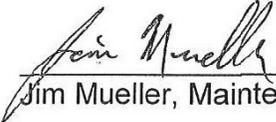
Dear Mr. Smith:

Currently the incentive recognition for OKIES observations does not include Chamber Bucks. On behalf of the RLT, I would like to offer the following change to the incentive program:

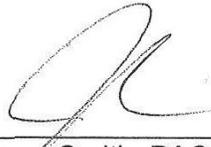
Employees will receive one (1) OKIES chip each time they are observed. Employees would be recognized with Chamber Bucks (\$25) after being observed 25 times and collecting 25 OKIES chips. For an employee being observed, the maximum number of chips to be redeemed per month is 25.

Additionally, an employee turning in observations will earn one credit for each completed observation data sheet that is entered into the database. Employees would be recognized with Chamber Bucks (\$25) after 25 completed sheets are entered into the database. For employees conducting observations, the maximum number of credits to be redeemed per month is 50.

Chamber Bucks will be issued in \$25 dollar increments.

  
\_\_\_\_\_  
Jim Mueller, Maintenance Manager

4/25/05  
\_\_\_\_\_  
Date

Accepted   
\_\_\_\_\_  
Jason Smith, PACE 5-857

4-27-05  
\_\_\_\_\_  
Date

Rejected \_\_\_\_\_  
Jason Smith, PACE 5-857

\_\_\_\_\_  
Date

USW OKIES Facilitator Memo of Understanding

**Selection:** Selected by OKIES Steering Committee and approved by the JH&SC

**Schedule:** Normal hours will be the same as plant daylight/mechanical employees.

If the facilitator is from operations he\she shall return to their regular position during Thanksgiving week and the last two weeks of the year leaving the position vacant for these periods.

The facilitator will be allowed to volunteer for and work overtime in their craft or unit per the CBA.

The facilitator may work overtime required by the office as approved by the Director of Safety & Occupational Health.

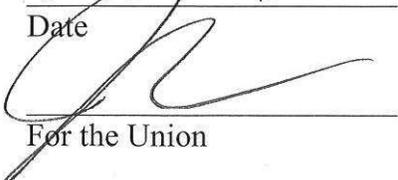
It is the intent that the Facilitator job will be performed on a full-time basis. However, during emergencies or unit shutdowns\start-ups (operator assigned unit), the facilitator may be temporarily assigned back to his/her normal job at the discretion of the Company.

**Term:** Two years. An assignment may continue beyond two years by mutual agreement with all parties.

The facilitator will have his/her progression ranking protected while on this assignment.

**Pay:** Pay will be at the rate of \$1.50 per hour over code 4 or at the base rate, whichever is higher. All rates are the unadjusted rate of pay.

This agreement is non-precedent setting and shall in no way modify either parties' rights or duties under the terms and condition of the CBA. Amendments to this agreement must be reduced to writing and signed by both parties before they become effective.

3-27-06  
Date  
  
For the Union

3/27/06  
Date  
  
For the Company

**SIDE LETTER OF AGREEMENT**

Between

**ConocoPhillips  
Ponca City Refinery**

and

**P.A.C.E. Local 5-857**

The parties agree that the paragraph in Appendix A of the current bargaining agreement that reads: *"When operations employees are required to work shutdown operator jobs, they will be paid \$1.00 per hour over their base rate of pay."* be amended to include the following:

\*\*\*\*\*

**Appendix A**

**When operations employees are required to work Lead Shutdown Operator jobs, they will be paid \$1.00 per hour over Code 1.**

\*\*\*\*\*

This amendment in no way modifies the definition of when the shutdown premium will be paid or when a shutdown requires a Lead Shutdown Operator.

This change shall be in full force and effect immediately upon the execution of this document, and shall remain in effect through noon on March 31, 2009. It shall continue in effect from year to year thereafter unless changed or terminated in the manner provided under Article 2 of this agreement.

For the Company: Mr. J. H. [Signature] Date: April 28, 2005  
(name & title) HR consultant

For the Union: [Signature] Date: April 28 2005  
Chairman, PACE Local 5-857

Neil Faulkner  
Production Manager  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602  
580.767.7138



December 4, 2009

Mr. Jason Smith, Chairperson  
USW Local 13-857  
1202 West Ponca Avenue  
Ponca City, OK 74601

Re: Resolving Recurring 18 hour shifts

Dear Mr. Smith:

In the event that any progression has recurring 18 shifts, the company and union will meet to discuss a solution in a timely fashion not to exceed 60 calendar days. In the event that the issues can't be resolved locally, the USW International VP of Oil Bargaining and Company designee will meet within 30 calendar days to resolve the issue.

Sincerely,

Neil Faulkner

AGREED TO BY:

ConocoPhillips	USW International Union	Local 13-857
<u>12/4/09</u>	<u>12-17-09</u>	<u>12-15-09</u>
Date	Date	Date

Cc: File



December 4, 2009

**Frank S. Cicholski Jr.**  
**Human Resources BP**  
**Ponca City Refinery**  
P. O. Box 1267  
Ponca City, OK 74602-1267  
(580) 767-6806

Mr. Ernie Anderson  
USW International Representative  
25202 East 62<sup>nd</sup> Street  
Broken Arrow, OK 74014

Mr. Jason Smith, Chairman  
USW Local 13-857  
1202 W. Ponca Avenue  
Ponca City, Oklahoma 74601

**Re: Memorandum of Understanding – Temporary Supervisor Reports**

Gentlemen:

This letter confirms that the Company for the duration of this agreement will provide to the Union a list of all employees represented by USW who has worked up as a Temporary Supervisor. The report shall also contain the number days in which they worked in such capacity. This report will be provided on or about January 1, and on or about July 1 of each year.

Sincerely,

A handwritten signature in black ink that reads "Frank S. Cicholski Jr." with a stylized flourish at the end.

Frank S. Cicholski Jr.  
Human Resources Business Partner

Cc: R. Coffelt  
J. Rossettie  
P. Stynes  
P. Terenzio  
File

**Neil Faulkner**  
Production Manager  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602  
580.767.7138



April 21, 2010

Mr. Jason Smith, Chairperson  
USW Local 13-857  
1202 West Ponca Avenue  
Ponca City, OK 74601

Re: **Article 19-2 (g) Clarification**

Dear Mr. Smith:

- As a result of collective bargaining negotiations held between ConocoPhillips and USW Local 13-857, Article 19-2 (g) was added to the CBA. Furthermore the parties agree that the following administrative guidelines will be in effect with respect to Article 19-2 (g):
  - If an employee works less than 4.25 hours on any one day, that will not count as a consecutive day worked.
  - If an employee works 4.25 hours or more on any one day, that will count as a consecutive day worked.
  - After 13 consecutive days worked (either days or nights), an employee should have at least 24 hours off.
  - After working 13 consecutive days, an employee should not be scheduled to work at all or accept any callout, for at least 24 hours.

The guidelines above are intended to apply until the COP fatigue standard (based on the API standard) is finalized. At that time the Company and Union intend to meet to discuss how to apply the standard at Ponca City.

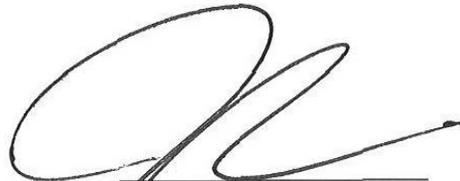
The application of these guidelines are illustrated in the following examples:

1. Employee works 13 straight 12hr day shifts
  - employee finishes work at 5pm on his last day shift
  - employee has one day shift off and returns to work at 5am the next day
  - employee has 36 hours off work
  - in compliance with guidelines
2. Employee works 13 straight 12hr night shifts
  - employee finishes work at 5am on his last day shift
  - employee has one night off and returns to work at 5pm the next night
  - employee has 36 hours off work
  - in compliance with guidelines

3. Employee works 13 x 12 hr shifts, mixture of day and night shifts
  - when switching from days to nights, employee should have 24 hours off (eg finish at 5am on Sunday morning after a night shift, return to work at 5am on Monday morning to start a day shift).
  - as long as employee has 24 hours off when switching, this resets the consecutive days clock
  
4. Employee works 13 straight 8 hr day shifts
  - employee finishes work at 4:15 on his last day shift
  - employee has one day off and returns to work the following day
  - employee has 40 hours off work
  - in compliance with guidelines
  
5. Employee works mixture of 8 / 4 / 12 hour shifts
  - providing there is a day where the employee works less than 4.25 hours, this resets the consecutive days clock
  - similarly, if the employee has at least 24 hours off, this also resets the consecutive days clock
  - for example, if an employee is called out on their 13<sup>th</sup> consecutive day, and works for 3 hours, this will still reset the consecutive days clock).

AGREED TO BY:

  
\_\_\_\_\_  
ConocoPhillips

  
\_\_\_\_\_  
Chairman, Local 13-857

4/22/10  
Date

4-22-10  
Date

Cc:

File



Craig Kellison  
Laboratory Leader  
Ponca City Refinery  
P. O. Box 1267  
Ponca City, OK 74602  
580.767.3605

November 15, 2011

Mr. Jason Smith, Chairperson  
USW Local 13-857  
1202 West Ponca Avenue  
Ponca City, OK 74601

RE: Lab schedule

Dear Jason,

The Company has combined the Control Lab and Analytical Lab into a single progression unit. We will administer the filling of vacancies, scheduling of overtime, and other administrative tasks in accordance with the collective bargaining agreement in place.

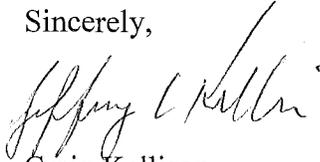
The Company and Union recognize that there are some things unique to the new Lab arrangement as a result of having two different shift schedules (8-hour and 12-hour) working together in the same Technician classification. We want to document our agreement on the following things:

- The 12-hour shift portion of the Lab schedule is considered to be a separate schedule from the rest of the Refinery. The provisions of Article 19-7 (introductory paragraph) regarding cancellation of the 12-hour shift arrangement will apply separately to the Lab and to the rest of the Refinery. That is, the 12-hour shift may be cancelled for the Lab without cancelling it for the rest of the Refinery, and vice versa.
- Subject to the other provisions of Article 19-2, Day shifts will run from 6 A.M. to 3 P.M. with a one-hour lunch break, and will have holidays and weekends off.
- Day Technicians will not be forced to work overtime that requires a split shift when there is a Shift Technician or a Replacement capable of filling the vacancy.
- Recognizing that Day Technicians and Shift Technicians are different schedules within the same classification, when permanent vacancies occur the Company will honor progression unit seniority in allowing volunteers to fill the open positions.
- All jobs will be paid as the Technician classification (Code 6); Replacements will be paid per the collective bargaining agreement, including the applicable benefit rate and earning the rate of pay for the job worked (Code 6) when filling an open job.

This agreement shall in no way modify either party's rights or duties under the terms and conditions of the collective bargaining agreement.

Please indicate the Union's acceptance by signing below.

Sincerely,



Craig Kellison  
Lab Leader

For the Union:



Jason Smith, Chairperson

Cc: Jerod Clark  
File



Robert Gingerich  
Human Resources Manager  
Ponca City Refinery  
P O Box 1267  
Ponca City, OK 7\*1602-1267 (580)767-6887

September 24, 2013

Mr. Jason Smith  
USW Refinery Chairman  
Local 13-857  
1202 W Ponca Ave  
Ponca City, OK 74601

Re: Side letter to the Ponca City Refinery- Fatigue Management Standard Policy

Dear Mr. Smith

Operating safety and responsibly are core values that Phillips 66 takes seriously. Consistent with these core values and in an effort to reduce the likelihood of fatigue related incidents, the Ponca City Refinery will implement and administer a Ponca City Fatigue Management Policy and Procedure, which will become effective January 1, 2014.

The Company agrees that if an employee works required overtime hours at the request of the Company, and as a direct result of working those overtime hours, are directed by the Company not to report for scheduled straight time hours due to the Hours of Service Policy Minimum Requirements, the employee will be kept whole for straight time hours missed. Employees directed by the company not to report to work will be given a copy of the exception form, and a copy will be forwarded to the area clerk. Straight time hours paid under the hours of service policy minimum requirements will count as hours worked for the purpose of calculating overtime.

Call Outs Craftsmen : Craftsmen who are called into the refinery before 11pm prior to a regularly scheduled work day and are released prior to 11pm will be required to report back to work at 7am. A craftsmen who is called into the refinery and is released after 11pm will be given 8 hours off before the start of their next regularly scheduled shift. In this case, the craftsman involved will report back to their regularly scheduled shift after the craftsman has had 8 hours off and will be kept whole for straight time hours missed. A craftsman who is called in the refinery after 3:00am will be required to stay through their regularly scheduled shift up to the limits of the fatigue policy. (Modified March 2022).

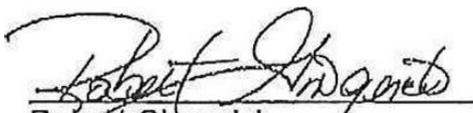
Call Outs for Operators : A call out of 2 hours or less will not result in an application of the "Extended Shift" rules. Multiple call outs greater than 4 hours, or a call out greater than 4 hours will result in the application of the Extended Shift rules.

The Company agrees that the operator overtime guidelines shall be modified using the following.

- 1) Overtime will first be offered to volunteers at the top of the volunteer list, if qualified, provided that overtime does not violate the Fatigue Management Policy,
- 2) If overtime remains unfilled the company will take into account the APS Protocol Coverage Letter before proceeding to the mandatory list, unless this would create an unfillable safety sensitive position or would not result in the mandatory overtime being canceled.
- 3) If the overtime remains unfilled, then the qualified employees at the top of the mandatory overtime list will be mandated to work on their days off, provided that the overtime day does not violate the Fatigue Management Policy. The Company will seek not to require a mandatory overtime assignment but once every 35 rolling days unless it is absolutely necessary.
- 4) If the overtime remains unfilled, then before the Company works an employee in violation of the Fatigue Standard we will seriously consider other options up to and including pulling employees off special assignments.
- 5) If overtime remains unfilled then it will be offered to employees who have volunteered even if this will result in an exception being filed.
- 6) If overtime remains unfilled then the qualified employee at the top of the Mandatory list will be mandated on their days off even though this will require an exception to be filed. The Company will take into account the 35 day rolling mandatory overtime assignment from above.
- 7) If the overtime still remains unfilled then the company will mandate the employee qualified at the top of the mandatory list regardless of exceptions or the 35 day rolling mandatory overtime assignment consideration.

Any reference in the collective bargaining agreement to a restriction of only working 13 days shall be deleted and the Ponca City Refinery- Fatigue Management Standard hours of Service Policy shall govern.

Agreed to and accepted this 24Th day of September, 2013

  
Robert Gingerich  
Human Resources Manager  
Phillips 66 Ponca City Refinery

  
Jason Smith  
USW Refinery Chairman  
Ponca City Refinery



**Andrew J. Sona**  
**HRBP - Labor Relations**  
**Ponca City Refinery**  
P. O. Box 1267  
Ponca City, OK 74602-1267  
(580) 767-6806

3/30/15

Jason Smith  
Chairman  
USW Local 13-857  
1202 W. Ponca Ave  
Ponca City, OK 74601

Re: Console Operator

Dear Jason

The Union and the Company Agree that for the period beginning with ratification the company may use the currently assigned console trained operators in those roles. Within 28 days of ratification, operators will be polled by the OLMC to determine their preference as either a console trained operator or a decline. Should there be 2 or less declines on a console, volunteer training in order of seniority will be completed by April 1, 2016. Should there be more than two declines, the Union and the Company shall meet to establish a reasonable timeline for completion.

Vacancies in the console trained operator classification that occur in that period will be filled according to 20-4

Andrew Sona

A handwritten signature in blue ink, appearing to read "Andrew Sona", written over a horizontal line.

Jason Smith

A handwritten signature in blue ink, appearing to read "Jason Smith", written over a horizontal line.

# 2022

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
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13	14	15	16	17	18	19
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27	28	1	2	3	4	5
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## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
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## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
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## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
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## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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24	25	26	27	28	29	30
31	1	2	3	4	5	6

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31	1	2	3
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## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	31	1	2	3
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25	26	27	28	29	30	1
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## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
25	26	27	28	29	30	1
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23	24	25	26	27	28	29
30	31	1	2	3	4	5

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
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## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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# 2023

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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29	30	31	1	2	3	4
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## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
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## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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26	27	28	29	30	31	1
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## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
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## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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18	19	20	21	22	23	24
25	26	27	28	29	30	1
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## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
25	26	27	28	29	30	1
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23	24	25	26	27	28	29
30	31	1	2	3	4	5

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
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27	28	29	30	31	1	2
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## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
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## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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# 2024

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31	1	2	3
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## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	31	1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	1	2
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## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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24	25	26	27	28	29	30
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## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
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21	22	23	24	25	26	27
28	29	30	1	2	3	4
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## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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26	27	28	29	30	31	1
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## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

# 2025

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1
2	3	4	5	6	7	8

## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10