

SETTLEMENT AGREEMENT

between

**SAN JOAQUIN VALLEY BUSINESS UNIT OF CHEVRON NORTH AMERICA
EXPLORATION AND PRODUCTION COMPANY, A DIVISION OF CHEVRON U.S.A.
INC.**

and

**UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO/CLC, ON
BEHALF OF ITSELF AND ITS LOCAL UNIONS 12-6 AND 219**

This Settlement Agreement (hereinafter "Agreement") is entered into between San Joaquin Valley Business Unit of Chevron North America Exploration and Production Company, a division of Chevron U.S.A. Inc. ("Chevron") and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO/CLC, on behalf of itself and its Local Unions 12-6 and 219 (hereinafter collectively referred to as "the USW" or "the Union"). The parties desire to resolve the dispute that gave rise to the filing of the unfair labor practice charge with the National Labor Relations Board in Case No. 31-CA-194481, along with any and all claims set forth in the Complaint issued in this case. The parties agree as follows:

1. The Short Term Disability ("STD") Program implemented by Chevron on January 1, 2017 is and remains in effect. Any employee in the bargaining units represented by the USW at Chevron's San Joaquin Valley facilities who was negatively affected by the changes made to the STD Program in 2017, as compared with the benefits that the employee would have received under the terms of the STD Program in effect in 2016, will be made whole for any STD Program benefits the employee applied for between January 1, 2017 and January 31, 2019.

2. Article XIII D of the Articles of Agreement between Chevron and the USW covering USW-represented employees working at Chevron's San Joaquin Valley facilities will be deleted effective with the date of this Agreement, and will be of no force or effect hereafter.

3. Article XIII A of the Articles of Agreement between Chevron and the USW covering USW-represented employees at Chevron's San Joaquin Valley facilities will be revised, effective with the date of this Agreement, as follows:

Employees covered by this Agreement will receive employee benefits in accordance with the provisions set forth in the published benefits plans of the Company. The Company agrees to inform the Union in advance of any revisions or amendments to its published benefits plans but reserves the right to amend said plans in accordance with the provisions thereof. There shall be no discrimination against any employee for any reason whatsoever in the administration of the benefits plans.

4. The USW will withdraw the charge filed in Case No. 31-CA-194481, and this Agreement will become final and binding upon the National Labor Relations Board's approval of the withdrawal of the charge and the Complaint in Case No. 31-CA-194481. The USW agrees not to file, or cause to be filed, any and all grievances, claims, charges, complaints or causes of action related to issues underlying and which gave rise to the unfair labor practice allegations over the changes made to Chevron's 2017 benefit plans and which led to the filing of the charge in Case No. 31-CA-194481.

5. By entering into this Agreement, Chevron does not admit to any of the allegations set forth in the Complaint in Case No. 31-CA-194481 or that it violated the National Labor Relations Act with regard to the facts that gave rise to filing of the unfair labor practice charge or the issuance of the Complaint in Case No. 31-CA-194481.

IN WITNESS WHEREOF, the Parties have agreed upon this Agreement this 7th of March, 2018.

FOR THE COMPANY

Idowu Okunzua
NAME

Idowu Okunzua
SIGNATURE

SIVBU HR Manager
TITLE

3/7/2018
DATE

FOR THE UNION

Kim Nibarger
NAME

Kim Nibarger
SIGNATURE

Chair, National Oil Bargaining Program
TITLE

3/7/2018
DATE