

AGREEMENT

between

FREEMAN PORTION OF EAST OF ROCKIES PERFORMANCE UNIT

of

BP PIPELINES (NORTH AMERICA) INC.

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC**

Local # 348

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Preamble

BP Pipelines (North America) Inc., hereinafter referred to as Company and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, Local # 348, hereinafter referred to as Union, enter into the following Agreement:

Definitions

For the purpose of this Agreement the terms below shall mean:

1. Headquarters – Regular place of work as assigned by Company.
2. Regular Employee – Employee who has completed twelve (12) months active and continuous service.
3. Probationary Employee – Employee who has completed less than twelve (12) months active and continuous service.
4. Work Area – Area covered by the regularly assigned pipelines, pump stations and proprietors of the Company within such area. Work area designations are waived for Technician classifications for purposes of training and relief; however, they are not accepted for any other purposes defined in the Agreement, such as demotional rights.
5. Work Unit – One group of employees at a location working under an immediate supervisor.
6. Work Team – A group of employees at various locations working under an immediate supervisor.
7. Seniority District – The area covered by this Contract, as outlined in Article 1.
8. Qualifications – Possession of standards essential to the workmanlike performance of given duties.
9. Ability – Capacity for performing the duties of the job in a workmanlike manner.
10. Continuum – A progression to a new classification and rate of pay based upon successfully completing modules and OJT and proficiency checkoff required for new classification.

ARTICLE 1

Scope of Agreement

The Company recognizes the Union as the sole and exclusive bargaining agency for all the Company's employees in the construction, operations and maintenance of BP Pipeline (North America) Inc. Company's facilities in the State of Missouri and that portion of the States of Kansas and Illinois currently known as the Freeman portion of U.S. Pipelines & Logistics, exclusive of supervisory, technical and clerical employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

Term of Agreement

1. This Agreement shall become effective February 1, 2019 and remain in effect to and including January 31, 2022 and from year to year thereafter unless terminated or amended as hereinafter provided.
2. Either party may terminate this Agreement by written notice to the other party sixty (60) days prior to any anniversary date of this Agreement. In event such notice to terminate is given, the parties hereto shall confer during the first thirty (30) days of such sixty (60) day period for the purpose of attempting to agree upon the terms and conditions upon which the Agreement may be amended instead of terminated.
3. Either party may notify the other in writing, sixty (60) days prior to any anniversary date hereof, of its desire to amend instead of terminating this Agreement. In event such notice is given, the parties hereto shall confer during the first thirty (30) days for the purpose of attempting to agree upon the terms and conditions upon which the Agreement may be amended. During the pendency of such negotiations, this Agreement shall continue in full force and effect until such time as a new Agreement has been executed by the parties hereto or until terminated on sixty (60) days written notice by either party, whichever event occurs first.

ARTICLE 3
Strikes and Lockouts

1. It is agreed there shall be no cessation of work through strikes by employees or lockouts by the Company during the term of this Agreement.
2. In the event of a strike or work stoppage not authorized or encouraged by the Union, the Union will not be charged with violating this Agreement, provided the Union within twenty-four hours after being given proper notice by the Company of such work stoppage shall in writing:
 - (a) Advise the strikers that the work stoppage is unauthorized;
 - (b) Ask the strikers to return to work;
 - (c) Point out that they are violating the contract;
3. Provided, further, that the Union will take no action to defend employees who refuse to return to work after the above steps are taken.

ARTICLE 4
Nondiscrimination

The Company and the Union agree jointly and separately that the provisions of this Agreement shall be applied to all employees including qualified disabled employees and veteran status employees, without regard to race, color, religion, sexual orientation, gender identity or national origin and without regard to age or sex. The Company and Union also agree that neither the Company, the Union, nor any of their agents shall discriminate against any employee because of his/her membership or nonmembership in the Union.

ARTICLE 5

Computation of Seniority

1. An employee's credited service date will be the day he/she starts to work, if he/she has no absences which must be made up. The method of computation is as follows:
 - (a) During the first year of employment, an employee will be considered as working full time if his/her name appears on each biweekly pay period during that period. If the employee is absent for more than one biweekly pay period, except for absences due to industrial injury, military leave, personal illness, or suspension, his/her service will be adjusted by moving the credited service date forward one day for each calendar day absent. If the employee has made up the lost days, his/her service date will be the calendar date one year prior to the day following the last make-up day. An employee has fifteen (15) months in which to complete his/her first twelve (12) months service.
 - (b) After an employee has completed one year of credited service, his/her service will be adjusted for all absences without pay which are in excess of thirty (30) calendar days in any calendar year except those due to industrial injury, military leave, personal illness or suspension. Days lost are made up by moving credited service date forward one day for each day of adjustment.
2. Employees with six months but less than one year of credited service who are laid off and then re-employed within six months shall be returned to employment without loss of credited service except that the service date will be adjusted by moving it forward one day for each calendar day lost. Employees with one or more years service who are laid off and then re-employed within one year shall be returned to employment without loss of service, except that the service date will be adjusted by moving it forward one day for each calendar day lost in excess of thirty (30) days in each calendar year.
3. An employee shall lose all seniority rights if (a) he/she resigns; (b) he/she is discharged for just cause; (c) he/she accepts other employment during a leave of absence, unless approved in writing by the Company; (d) having been laid off and having thereafter been offered re-employment by the Company he/she does not return to service within seven (7) days after having been notified (by mail or telegram sent to the last address given) or give satisfactory reasons for not doing so; (e) he/she is laid off for more than six (6) months if

he/she had between six (6) months and one (1) year of credited service; (f) or he/she is laid off for more than one (1) year if he/she had one (1) year or more of credited service .

ARTICLE 6

Seniority List

A seniority list showing the name, classification, rate of pay in each classification, credited service date and the regularly established headquarters of each employee covered by this Agreement shall be compiled and posted by Company on all bulletin boards and copies thereof delivered to the Chairman of the General Workmen's Committee. A new list shall be posted each year by Company in accordance with the above procedure.

ARTICLE 7

Bidding Privileges

1. When a vacancy exists in the area covered by this Agreement in a biddable nonsupervisory classification, a bulletin designating the name and rate of each classification of service required shall be posted by the Company at all work unit location headquarters within such area for a period of fifteen (15) days during which the eligible employees of the Company, subject to the eligibility requirements for classifications as set forth below, will have the opportunity to make application for assignment to such vacancies. An employee who wishes to apply must submit written application, in duplicate, to his/her immediate supervisor who shall date and initial one copy and return it to the applicant. The biddable nonsupervisory jobs are as follows:

Biddable Classifications:

Electrical & Mechanical Specialist:

E&M 1

E&M 2

Operations & Maintenance Specialist:

O&M W

O&M P

O&M O

O&M D

2. These bulletins covering vacancies and new jobs will be confined to the area covered by this Agreement and the filling of such jobs made from said area only if there are insufficient qualified employees applying for such jobs, the jobs will be advertised through the Company and filled accordingly.
3. Bulletins shall be posted in the area covered by this Agreement for vacancies which the Company has outside of said area (within the Business District covered by this Agreement) when there is an insufficient number of QUALIFIED employees outside the area, in which case the employees in the area covered by this Agreement will be given the opportunity of applying through job bulletin for such vacancies or assignment.
4. It is agreed when an employee bids on a vacancy as provided by this Article and is the successful applicant, such employee will be required to accept the assignment for which he/she applied. However, if an employee desires to withdraw his/her application for a vacancy, he/she may do so at any time within thirty (30) days after expiration date of the job vacancy bulletin, provided he/she has not actually assumed the duties of the job for which he/she has applied. In the event of withdrawal, the remaining senior qualified applicant (if any) shall be assigned.
5. In the event there are no qualified applicants for a vacancy which has been bulletined as prescribed above, Company shall have the right to assign, from any source, men/women qualified to fill the vacancy.
6. Probationary employees with less than twelve (12) months credited service, as defined, are not eligible for bidding privileges on regular assignments as outlined in this Article.

7. An otherwise eligible employee shall be disqualified for bidding on or assignment to vacancies in situations where he/she would be under the direct supervision and/or jurisdiction of his/her spouse, parent, child, brother, sister, stepparent, stepbrother, stepsister, stepchild, aunt, uncle, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. In addition, an individual should not be hired for any position which reports directly to or is under the jurisdiction of a relative as defined above.
8. Future vacancies will be bid according to the following classification structure.

Biddable Classifications:

Electrical & Mechanical Specialist:

E&M 1

E&M 2

Operations & Maintenance Specialist:

O&M W

O&M P

O&M O

O&M D

9. All future vacancies will be bid using above classifications in accordance with Multiskilling Curriculum Map and Multiskilling Bidding and Hiring Procedure and may include certain minimum proficiencies. In all cases, rate of pay will be determined by the classification which the employee is fully qualified. An employee will receive the rate of pay for the new classification effective the date which employee fully qualifies for the vacancy. Qualification is based upon the completion of applicable training modules, on-the-job training and proficiency testing. The successful bidder will have the time shown on current Multiskilling Curriculum Map to complete qualification requirements for job awarded, unless a later date is agreed to by the Company due to extenuating circumstances. If the employee fails to do so within this timeframe, the employee will be required to exercise their demotional options without the severance alternative and the position will be re-

posted at the original classification. The employee will not receive any moving expenses by the Company if employee received moving expenses by the Company upon filling vacancy and will not be allowed to rebid the vacancy until employee fully requalifies by completing the necessary OJT task lists and proficiency checkoff. If there are no qualified applicants, the vacancies will be filled by management right of selection. Any employee interest in the position will be gathered through local and then the job posting procedure.

ARTICLE 8

Qualifications and Continuums

1. Vacancies shall be filled by assigning the employee who has the most service seniority and who is qualified and has the ability to perform satisfactorily the duties of the job.
2. The following Multiskilling classifications are:

Electrical & Mechanical Specialist:

E&M 1

E&M 2

E&M EL 1

E&M EL 2

E&M EL (Entry Level)

Operations & Maintenance Specialist:

O&M W

O&M P

O&M O

O&M D

O&M EL 1

O&M EL (Entry Level)

Qualification is based upon the completion of applicable training modules, on-the-job training (OJT) and proficiency checkoff per the training curriculum.

3. For employees desiring to qualify for the new classification and rate of pay and anyone having completed their proficiency testing for any classification, will not be required to retest on parts they have successfully completed. Employees will be required to demonstrate proficiency in those areas not previously tested. Proficiency tests will not be required for functions not in the Business District.
4. An employee may request a proficiency test which would qualify him/her for a new classification. The test will be administered as soon as practical when he/she has met all other qualifications for the classification. If the employee passes, he/she will receive the new rate of pay and classification retroactive to the date he/she requested the test. If an employee fails the first proficiency test, he/she will be allowed to retest after a minimum of sixty (60) days. If an employee fails the test a second time, he/she will remain at their current classification and rate of pay. The employee may initiate another proficiency test request after a minimum of six (6) months from the second test date. The employee will receive a maximum of three proficiency tests during the 12-month period.
5. New employees assigned to Entry Level classifications must complete the qualification requirements within specified timeframe or they will be discharged. This discharge is not subject to the grievance or arbitration procedures set out in this Agreement. New employees assigned to other than Entry Level classifications must meet the qualifications of that classification within stated timeframe will be subject to termination, unless a later date is agreed to by the Company. This discharge is not subject to the grievance or arbitration procedures set out in this Agreement.
6. Whenever there is doubt as to the ability of an employee to fill a position, he/she shall be given a trial period not to exceed thirty (30) days to prove his qualifications, except where the General Workmen's Committee and the Management deem it imprudent and hazardous to the operations of the Company.
7. Any employee who has been demoted by reason other than discipline will be permitted to exercise his seniority rights for bidding and assignment to any vacancy which occurs in any classification for which he is qualified and eligible and has the ability to perform satisfactorily the duties of the job.

8. The parties hereto recognize that in the interest of more efficient overall operations, certain of the Company's office, technical and professional personnel should be acquainted at first hand with actual field operating practices and problems. It is therefore agreed that these trainee employees may be placed in jobs covered by this Agreement without bulletining and bidding, subject to the following limitations:
 - (a) The number of trainees shall not exceed two (2) at any one time.
 - (b) No employee on regular assignment shall be displaced by any trainee.
 - (c) No such assignment shall continue longer than six (6) months in any one classification.
 - (d) Company shall furnish the Chairman of the Workmen's Committee with a list of the trainees to be placed in the area covered by his/her Agreement and shall keep such list up to date.
 - (e) Trainees under this Article shall not acquire bidding rights.

ARTICLE 9

Demotions

1. An employee whose assignment is discontinued shall displace the employee with the least service seniority in his/her classification, in the area covered by this Agreement, for which he/she is qualified. If an employee elects not to exercise their demotional rights, he or she may elect to take severance benefits identified in the Memorandum of Understanding of Contract. If such employee is unable to qualify to displace any employee in his/her classification, who is junior to him/her in service seniority, then his/her next right is to demote to the next classification in which he/she can qualify and there displace the employee with the least service seniority whose assignment he/she is qualified to fill. The junior employee in any classification who has been displaced will first be entitled to displace the employee with the least service seniority in the next lower classifications whose assignment he/she is qualified to fill. This demotional procedure shall be followed down through all the classifications covered by this Agreement. However, in no instance shall an employee displace another employee with the same or more service seniority.

Employees demoting from classifications shall be subject to the eligibility requirements as set forth in Section 1 of Article 7.

- (a) On account of ill health, physical impairment or injury, a nonsupervisory employee may, at his request, be demoted to any classification for which he/she is qualified, provided such employee displaces an employee with less service seniority than his/her own and further provided such employee displaces the employee with the least service seniority in the classification at the location to which he/she is demoted. Company shall bear all moving expenses of any other nonsupervisory employee affected by this demotion.
2. An employee who has been appointed to a supervisory or clerical position may be demoted into classifications covered by this Agreement under the following circumstances; provided, that he/she has formerly worked in a classification listed in this Agreement; that he/she displaces an employee with less service seniority than his/her own; that Company shall bear all necessary moving expenses of other employees affected by the demotion.
 - (a) On account of ill health, physical impairment or injury, such an employee may be demoted to any classification for which he/she qualified; provided such an employee displaces the employee with the least service seniority in the classification at the location to which he/she is demoted.
 - (b) If the assignment of such employee has been discontinued and he/she is demoted to a covered classification, he/she shall be entitled to a job in the classification from which he/she was promoted, or he/she may be demoted to a lower classification for which he/she is qualified; provided that he/she displaces the employee with the least service seniority in the classification to which he/she is demoted.
 - (c) Where such employee has been promoted and does not satisfactorily perform the duties of the position, he/she shall be entitled to a job in the classification from which he/she was promoted, or he/she may be demoted to a lower classification for which he/she is qualified; provided, he/she displaces the employee with the least service seniority in the classification to which he/she is demoted.
3. Time spent by employees in supervisory or clerical positions shall be included in computing service seniority.
4. In demotions requiring the movements of three or more employees, an election of demotional rights must be made by all employees affected prior to the date of discontinuance of the job

assignments. Once an employee has indicated his/her choice of a job he/she shall be bound thereby.

5. A regular employee assigned through the bidding procedures of this Agreement to a regular job (not temporary or limited duration), who is demoted to a lower classification because of job discontinuance or displacement by a senior employee, shall receive the rate of pay applicable to the classification from which demoted for a period of eighteen (18) weeks if he/she has less than fifteen (15) years of continuous service. If he/she has fifteen (15) or more years of continuous service, the higher rate will be maintained for a period of eighteen (18) weeks plus one week for each full year of continuous service. The following rules will govern:
 - (a) If he/she has the right to demote to a job and does not elect to exercise this right, his/her higher rate of pay will not be maintained.
 - (b) An employee who has been demoted and has been subject to maintenance of rate must have been assigned to another biddable classification for a period of at least four (4) months to requalify and again be eligible for maintenance of rate.
 - (c) The higher rate will be used for Plan purposes, such as Vacation, Sickness and Disability, Retirement, Savings, etc.
 - (d) Overtime rates shall be computed on the regular rate of classification worked and not on the higher rate.
 - (e) If an employee bids on and is assigned to another job or classification and has assumed the job prior to the effective date of start of maintenance of rate schedule, he/she will not be eligible to receive maintenance of rate. If the employee bids on and is assigned to the job paying a higher rate than his/her maintained rate, his/her maintained rate is canceled.
 - (f) If an employee gives up an assignment for health or other reasons of his/her own, the rate will not be maintained for that employee or any other employee affected by this action.
 - (g) In order to remain eligible for maintenance of rate, an employee must bid on and accept assignment to any job vacancy in his/her former classification or an equal wage level classification which he/she is qualified to fill.

ARTICLE 10

Classification Changes

1. Each employee shall be assigned a base classification for the purpose of identifying his/her regular job and classification rate. No arbitrary changes in present classification will be made for the purpose of reducing the pay of any classified job.
2. Step-up pay will be paid to qualified Welders.
3. If any regularly assigned employee is temporarily shifted to any classification paying lower wages than his/her regularly assigned classification, no reduction in wages shall be made.
4. Job duties and other classifications may be assigned by the Company to employees who have the qualification and ability to perform the work safely and efficiently. In emergencies, employees will perform any work required in connection with operations, repairs, maintenance and protection of Company property.
5. No supervisor shall regularly do any work peculiar to any classification, the performance of which would cause any employee to suffer layoff or loss of pay. Nothing in this paragraph shall be construed to limit a working supervisor from carrying on his regular work. Working supervisors are those who have authority effectively to recommend a change in the status of their subordinates, even though they spend practically all their time in doing manual work.

ARTICLE 11

Duration and Filling of Temporary Assignments

1. All vacancies occurring by reason of leave of absence (military or non-military), personal injury and illness, vacations, special assignments and vacancies in jobs of limited duration, shall be considered a temporary vacancy. Such vacancies shall be filled by the senior qualified employee covered by this contract in the area where the vacancy occurs. If none of the eligible employees accept the assignment, then the Company shall have the right to assign the work to the least senior qualified employees covered by this contract.
2. When it is reasonable to assume that temporary vacancies will exist longer than thirty (30) days, they shall be bulletined immediately for temporary assignment. In any event, all temporary vacancies shall be bulletined for temporary assignment after thirty (30) days.

When the employee regularly assigned to such job returns thereto, or the limited duration assignment ceases to exist, the employee temporarily assigned shall thereupon return to his/her regular job if it exists and if not, to his regularly assigned classification where he/she may exercise his/her demotional rights.

ARTICLE 12

Hours of Work

1. The working time of an employee shall begin when he/she has reported for work at the designated time and place and the time spent at the beginning of the days work in going from such place to the job returning from the job at the close of the day's work to such designated place, shall be included in the regular working day for which the employee is to be paid.
2. Regular hours of work shall not exceed eight (8) consecutive hours per day. Day men's work hours shall be consecutive except for lunch period.
3. When employees are required to work in excess of eight (8) hours in any day or forty (40) hours in any one week, they shall be compensated for such hours worked at one and one-half times the regular rate of pay.
4. An employee shall not be paid both daily and weekly overtime for the same hours worked.
5. Work schedules shall be changed to Daylight Saving Time each spring and returned to standard time each fall in accordance with appropriate date. Employees will be paid for all hours worked in accordance with this Article 13, except that overtime payment will not be made for "quick comebacks" resulting from the change to Daylight Saving Time.

ARTICLE 13

Emergency Call Outs – Overtime

1. When an employee is away from his work location and is called to work after normal working hours and before his next regularly scheduled shift and has to report into the work location for the callout, he shall receive pay for actual time worked at one and one-half (1 ½) times his regular straight time rate, with a minimum payment equivalent to four (4)

hours pay at his regular straight time rate. If no work is required of an employee who is called to work after normal working hours and before his next regularly scheduled shift and has to report into the work location for the callout, he shall receive pay for four (4) hours at his regular straight time rate.

When an employee is away from his work location and is contacted after normal working hours and before his next regularly scheduled shift to provide needed assistance over the telephone, he shall:

- (a) Receive pay for actual time worked at one and one-half (1 ½) times his regular straight time rate, with a minimum payment equivalent to two (2) hours pay at one and one-half (1 ½) times his regular straight time rate.
 - (b) An employee could be contacted more than once during that two (2) hour time frame from the original call, without additional compensation, to provide needed assistance over the telephone.
 - (c) After the two (2) hour time frame from the original call, if the employee is called to provide needed assistance over the telephone, he shall receive pay for actual time worked at one and one-half (1 ½) times his regular straight time rate, with a minimum payment equivalent to one (1) hour pay at one and one-half (1 ½) times his regular straight time rate.
 - (d) An employee could be contacted more than once during that one (1) hour time frame from the subsequent call, without additional compensation, to provide needed assistance over the telephone.
 - (e) In the event an employee is contacted on non-scheduled days off, the pay process and conditions outlined above shall reset beginning with each new calendar day.
2. Any employee who reports for work and for whom no work is provided, shall receive a minimum of three (3) hours pay at his/her regular rate unless he/she is previously notified not to report to work.
 3. When employees lose time and pay as a result of shift changes, schedule changes, or changes in hours, Company shall compensate them for such time lost.
 4. When an employee's work hours are changed, he/she shall receive one and one-half (1-1/2) times his/her regular hours with the following exceptions:
 - (a) In course of regular shift changes.
 - (b) Changes incident to demotions or temporary or regular promotions to higher paid jobs.

- (c) Changes in lunch period which do not alter the quitting time more than one (1) hour.
 - (d) Direct changes resulting from relief work performed because of vacations, sick leave, leave of absence with pay, jury service or witness duty under court subpoena.
 - (e) Where the changes are due to employees being granted Union or personal leave of absence.
5. If an employee is asked to begin work four (4) hours or less in advance of his/her regular starting time, he/she shall receive one and one-half (1-1/2) his/her regular rate of pay for time worked up to his/her regular starting time. If, however, an employee is asked to begin work more than four hours in advance of his/her regular starting time, it shall be considered a change in his/her working hours as set forth in Section 4 of this Article.
 6. Day men's/women's days off shall be Saturday and Sunday except as provided in Section 7 of this Article. Any employee required to work on his/her regular day off shall receive one and one-half (1-1/2) times his/her regular rate of pay for work performed on that day.
 7. Day men/women are employees who normally are scheduled to work daylight hours Monday through Friday; however, in operations where it is necessary to work a daylight week other than Monday through Friday, the day men/women may be regularly scheduled to work Saturdays and Sundays without payment of premium or overtime, except when hours worked exceed the normal work day or work week. In these cases, day men/women will be scheduled to have two other consecutive days off during the week. Day men/women will not be regularly scheduled to work Saturdays and Sundays in these operations unless it is anticipated that such operations are to be continued longer than fourteen (14) days.
 8. Any hours referred to in this Article that are paid for but not worked shall not be used in computing pay; neither shall there be any pyramiding of payments, provided for in this Article, for the same hours worked.
 9. For attendance and participation outside of his/her regular working hours in such activities as training and safety training meetings, demonstrations of equipment and methods, etcetera, when required by management, an employee will receive pay at one and one-half (1-1/2) times his/her regular straight-time rate. However, when such hours are contiguous with shift worked by the employee, he/she shall receive a minimum payment of two (2) hours at one and one-half (1-1/2) times his/her regular straight-time rate.

ARTICLE 14

Overtime Meals

1. For any employee who is not eligible for board and lodging allowance as provided in Article 18, the Company will supply meals or a meal allowance in lieu thereof, as described below:
 - (a) Any such employee who is required to work continuously for two (2) hours or more beyond his/her assigned eight (8) hour shift shall be provided with a meal by the Company on the job site at Company expense. After the first two-hour interval an additional meal will be provided as near each five-hour interval as practical so long as the employee is required to continue work for the five (5) hours or more.
 - (b) Any such employee on call-out with less than three (3) hours' notice, where it is expected that he/she will work five (5) hours or longer, will be supplied with a meal at Company expense. As near as practical, the first such call-out meal will be supplied at the time of his/her first regular meal-time or at the end of the five-hour period if it does not include a regular meal time. Thereafter, the meals will be supplied as near each five (5) hour interval as practical from the time the first meal was due.
 - (c) Any such employee on call-out with three (3) or more hours' notice, will be expected to eat before reporting to work and to bring a lunch at his/her own expense. For extended call-outs in such cases, the employee will be supplied meals as in paragraph "a" above, as though the first eight (8) hours work were his/her assigned shift.
 - (d) If the Company does not supply the meals specified for its expense in "a", "b" and "c" above, the employee will be reimbursed by the Company nineteen dollars and fifty cents (\$19.50) through Payroll as a meal allowance in lieu thereof. During the period of continuous work when a meal allowance is paid, the employee shall be permitted to eat food so provided on Company time. However if the meal allowance is paid at the conclusion of a period of continuous work, the Company will not pay for the time to eat such meals.

ARTICLE 15

Job Classifications - Rates of Pay

1. It is agreed that the classifications covered by this Agreement and the regular rates of pay for such classifications shall be as follows:

	Hourly Base Rates		
	Effective Date		
MULTI-SKILLING CLASSIFICATIONS	2019	2020	2021
	3.5%	3.5%	4.0%
O&M EL (Entry Level)	\$28.32	\$29.31	\$30.48
O&M EL 1	\$34.64	\$35.85	\$37.29
O&M D	\$38.15	\$39.49	\$41.06
O&M O	\$42.27	\$43.75	\$45.50
O&M P	\$40.73	\$42.15	\$43.84
O&M W	\$44.13	\$45.68	\$47.50
E&M EL (Entry Level)	\$34.64	\$35.85	\$37.29
E&M EL 2	\$38.15	\$39.49	\$41.06
E&M EL 1	\$42.27	\$43.75	\$45.50
E&M 2	\$44.13	\$45.68	\$47.50
E&M 1	\$45.65	\$47.25	\$49.14

ARTICLE 16

Pay Day

1. Regular pay days shall be every other Friday. Should a holiday fall on a Friday, the pay checks shall be delivered on the day preceding such holiday unless prevented by some cause not the fault of the Company.
2. Upon request the time record of an employee shall be made available for inspection by the employee, or at his/her written request, by the Chairman of the Local Workmen's Committee, provided request is made within thirty (30) days after receipt of pay for the period in question.

ARTICLE 17

Transfer – Transportation

1. In transferring employees from one team to another, the employee(s) (where more than one transfer is involved) with the most service seniority at the location where the surplus of employees exists, shall be given the opportunity to transfer at Company expense. If he/she or they elect not to transfer, the employees with the least service seniority at such location shall be transferred at Company expense.
2. When an employee is required to report at a regular place of work and he/she is instructed to report to any other place for work, any necessary traveling shall be done on Company time and at Company expense.
3. If at Company request an employee travels during his/her regularly scheduled working hours but performs no work during that day, he/she shall be paid for his/her regularly scheduled hours.
4. Moving expenses shall be paid on the basis of the BP Pipeline Company Moving Expense Policy for Hourly Employees in effect at the time of transfer, to employees who are required to move their households at:
 - (a) Company request or convenience.
 - (b) As a result of the discontinuance of a job or jobs.
5. The term "family" as used in this Article shall include the employee's wife, minor children and any relative who is financially dependent upon him/her and who has established residence in his/her home prior to the time of the move.

6. Employees may, with permission of their immediate supervisors, occasionally and infrequently exchange shifts or job assignments within their classification. No expense or overtime pay resulting from such exchange is to be incurred by the Company. When an exchange of jobs is involved, written assurance must be given to the immediate supervisor that the exchange is agreeable to both the employees concerned and the Union.
7. Employees required to use their personal cars on Company business shall be compensated for such use per the currently effective Company policy.

ARTICLE 18

Expenses

1. It is the intention of the Company and Union that every employee shall be reimbursed for reasonable necessary expenditures made by him/her while away from his/her regular headquarters on Company business. Company shall assign a regular headquarters for each employee and agrees not to change headquarters temporarily in order to avoid payment of expenses. Reimbursement shall be limited to those reasonable additional expenses which he/she would not have incurred had he/she been staying at headquarters or his/her usual place of living and working, and such expenses shall include all meals when away from his/her headquarters location. In some instances an employee's residence and his/her headquarters may not be in the same location. Because of this difference, employees who are required to remain away from headquarters overnight may be able to stay in their usual place of residence. In such cases these employees may not claim as expenses any meals or lodging obtained while living in their own home.
2. Expense accounts shall be submitted in accordance with the currently effective Company policy.

ARTICLE 19

Layoffs and Re-employment

1. In the event of a layoff it is agreed that, subject to the following provisions, employees shall be laid off in inverse order of seniority. Any vacancy which might be created by such layoff shall be bulletined prior to the time of the layoff to determine if an employee with more service seniority than the incumbent is available for assignment. If no qualified applicant with more service seniority applies for the vacancy, the incumbent will remain on the job. An employee who has bid on any job before being laid off shall be considered for the vacancy and if he/she is the senior qualified applicant, he/she shall be reinstated and given the assignment. The application of this paragraph shall be delayed in the case of any employee who is off duty due to industrial injury until such time as he/she is able to return to work.
2. When additional employees are required, the last regular employee laid off shall in each case be the first person rehired provided he/she is qualified. Employees desiring to avail themselves of this rule must first file their addresses with the proper officials at the time of reduction, advising promptly of any change in their addresses each ninety (90) days. Employees failing to renew their addresses each ninety (90) days or to return to the service within seven (7) days after having been notified (by mail or telegram sent to the last address given) or give satisfactory reasons for not doing so, will be considered out of service.

ARTICLE 20

Leave of Absence

1. If an employee desires to be off on personal business (not emergencies) he/she may do so subject to the following conditions:
 - (a) The leave must not interfere with the normal operations of Company business.
 - (b) Leave will not exceed two (2) weeks.
 - (c) Local management must be given 24 hours' notice of his/her desire to be absent and the length of time he/she desires to be off.
 - (d) This right shall not be exercised by more than two (2) persons at the same time in one work unit.
 - (e) Such leaves shall be without pay.
2. If an employee having more than nine (9) years credited service with the Company desires a leave of absence in order to engage in any work pertaining to the business of the Union, said

leave will be granted by Company and the granting of such leave, not to exceed one (1) year, shall not affect such employee's seniority status; provided further that this right shall not be exercised by more than two (2) persons at the same time in one work unit. Such leave shall be without pay.

3. Military leave as provided by law shall be granted all employees entering the armed forces of the U. S. Government.

ARTICLE 21

Discharges

1. An employee shall not be discharged on account of any injury to such employee if he/she is physically and mentally capable of continuing his/her duties, unless the injury was caused by negligence, carelessness, or malicious intent of the employee.
2. In case any employee is discharged under protest, an immediate and full hearing shall be afforded the discharged employee, at which time the Workmen's Committee, the discharged employee, other persons of his/her selection and representatives of Company may be present. If the matter is not settled at this hearing, it may then be settled through the regular grievance and arbitration procedure.

ARTICLE 22

Physical Examinations

1. If an employee is absent from duty due to illness or physical impairment, he/she shall be readmitted to work upon presentation of a certificate of physical fitness signed by an accredited physician. This rule, however, shall not limit the right of the Company to require physical examination by a physician selected by Company.
2. Employees returning to service with Company from any approved leave of absence may be examined by an accredited physician chosen by Company and at Company expense.
3. In case of a dispute arises over the physical fitness of an employee to return to work or to continue to work, a board of three (3) accredited physicians shall be selected, one (1) by

Company, one (1) by the employee and one (1) selected by the two (2) so named. The decision of the majority of the board shall be final. Company shall bear the expense of the physician it selects and half of the expense of the physician chosen by the first two (2). The employee shall bear the expense of the physician he/she selects and half the expense of the physician chosen by the first two (2).

ARTICLE 23

Safety and Inspection of Equipment

1. Inspection of all equipment where explosions, fires, or industrial accidents are likely to result in loss of life or injury to employees shall be made by the District Leadership Team or other person designated by Company from time to time. An inspection of any equipment may be secured upon the recommendation of the workmen employed on such equipment. The Local Workmen's Committee or any employee may make written or oral suggestions to the District Manager, Team Leader or his/her representatives as to the elimination of hazards in order to prevent accidents.
2. No employee shall be required to perform hazardous work that seriously endangers his/her physical safety and his/her refusal to do such work shall not warrant or justify discharge. The hazardous work referred to in this paragraph means such industrial hazards as may arise in the operations and conduct of Company's business that are within control of the Company. In all such cases, an immediate conference between the Company and the Union shall be held to settle the issue in question.

ARTICLE 24

Health and Safety Committee

1. There shall be established a joint Employee-Management Health , Safety and Environmental Steering Committee (HSEST), consisting of equal Union and Company representatives, but not less than two (2) nor more than four (4) each.
2. Objectives of the committee shall include but not be limited to the following:
 - (a) Promote work group involvement in health, safety, environmental and compliance performance improvements.
 - (b) Address employee health, safety and environmental concerns and ideas.
 - (c) Promote and provide applicable and required training.
 - (d) Provide effective communication methods throughout the District.
 - (e) Continue to place high priority on health, safety, environmental and compliance.
 - (f) Continue to utilize Pipeline Business Unit HSE resources.
 - (g) Utilize RCFA and other available processes for collecting and implementing applicable best practices.
 - (h) Promote/encourage Near-Miss reporting as a learning tool in the District.
3. The joint committee shall meet as often as necessary, but not less than once every two (2) months, for the purpose of considering, inspecting, investigating and reviewing health, safety and environmental conditions and practices through employee ownership. Union Committeemen shall have the right to investigate accidents in accordance with procedures established by the 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, safety and environmental 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 all employees. Time spent in connection with the work of the Committee by Union representatives, including walk-around time spent in relation to inspections and investigations, shall be considered and compensated for as their regularly assigned work.
4. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the grievance and arbitration procedures set forth in the Agreement.

ARTICLE 25

Company Called Conferences

1. In the event employees are called in conference by a Company representative during their regular working hours, no loss of time or pay will result.
2. The number of employees who may be present at any joint conference for the purpose of collective bargaining negotiations or settling grievances shall not exceed four (4), including the Chairman of the General Workmen's Committee.
3. If attendance of members of the General Workmen's Committee, including the Chairman, will create two overtime vacancies within a work unit, only one employee from that unit will be permitted to attend a Company called conference. Union may select an alternate attendee for such conference from another work unit so long as two vacancies are not subsequently created in that unit.

ARTICLE 26

Vacations

It is agreed that employee's vacations shall be allowed in accordance with Company's vacation policy as set forth in Exhibit "A" attached hereto and made a part of this Agreement.

ARTICLE 27

Benefit Plan

The Benefit Plans of the Company, such as Retirement Plan, Sickness and Disability Benefits Plan, Occupational Illness and Injury Plan, Group Life Insurance and Long Term Disability Plan, Comprehensive Medical Expense Plan, Employee's Savings Plan and Military Leave of Absence and Job Restoration Plan, will continue in force during the life of this Agreement, provided, however, that these plans shall be subject to any change or revision which is made generally effective throughout the Company.

ARTICLE 28

Jury Service - Witness Pay

Employees who lose time from their regular schedule of work while serving on a jury or as witness under court subpoena shall be paid for such time lost at straight time rates and shall be allowed to retain their fees; however, when practicable, such employees shall be expected to perform assigned duties.

ARTICLE 29
Funeral Leave

An employee shall be given the necessary time off not to exceed three (3) scheduled working days, with pay at the regular hourly wage rate for the normal hours of work lost to attend; make preparation for, travel to or from the funeral; and/or conduct funeral related business of a member of the employee's immediate family. The three (3) days referred to herein will be consecutive working days, one day being the day of the funeral. Proof of the death is to be submitted as may be required. By immediate family is meant spouse or the father, mother, stepfather, stepmother, child, stepchild, sister, brother, sister-in-law, brother-in-law, son-in-law, grandchildren and grandparents, of either the employee or spouse.

ARTICLE 30
Holiday Pay

1. All hourly paid employees when required to work on New Year's Day, Good Friday, Friday before Memorial Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Day before or after Christmas Day (one only) and Christmas Day, shall be paid at one and one-half (1-1/2) times their regular rate of pay for the first eight (8) hours worked in addition to straight time pay for their regularly scheduled work hours. Any employee who works more than eight (8) hours on any of the above mentioned holidays shall be paid at two and one-half times the straight time rate of pay for all hours worked in excess of eight (8).
 - (a) BP employs a diverse work force consisting of people from many races, religions and ethnic backgrounds with various work/family situations.

- (b) The revised holiday policy will allow employees two (2) personal choice holidays, if requested, that will provide flexibility to celebrate ethnic, religious or other days appropriate to meet individual circumstances. Two (2) personal choice holidays can be chosen in lieu of the holidays celebrated on Good Friday and the Friday before Memorial Day.
 - (c) Employees must submit two (2) personal choice dates to their supervisor between December 1st and February 1st for consideration. Approval will be based on projected workload and then by seniority.
 - (d) Employees who elect not to select personal choice holidays will celebrate the holidays as noted in the contract.
2. When an employee does not work on any of the above designated holidays, he/she shall receive his/her regular rate of pay for such holiday not worked; provided, the employee has not been on an unauthorized absence without pay on his/her regularly scheduled day of work prior to the holiday or on his/her next regularly scheduled day of work following the holiday.
 3. If any of the holidays listed in Section 1 of this Article occur on an employee's day off, the next day on which he/she is regularly scheduled to be at work shall be designated for the observance of the holiday. In the case of two holidays occurring on consecutive days, the next two days on which he/she is scheduled to be at work shall be designated in turn for the observance of the holidays.
 4. The number of scheduled hours of such holidays not worked shall be allowed as hours worked for the purpose of computing overtime payments for the week.

ARTICLE 31

Notices

All notices required to be given hereunder shall be in writing and shall be deemed to be properly served if delivered in person or sent by certified or registered mail addressed to the party for whom intended. Date of service of a notice sent by certified or registered mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

ARTICLE 32

General Workmen's Committee

1. Each work unit may select one of their members to represent them on a General Workmen's Committee. It is agreed that no employee with less than one (1) year's service shall be permitted to serve on the General Workmen's Committee.
2. A Chairman of the General Workmen's Committee will be determined by the Union membership in the area covered by this Agreement.

ARTICLE 33

Collection of Dues

The Company agrees to deduct Union dues from wages of employees who so authorize in writing and further agrees to remit the money so deducted to the Union on or before the 15th day of the month following that for which deductions are made. These deductions shall continue for the life of this Agreement except in cases where an authorization is canceled by the employee in writing during the fifteen (15) day period immediately preceding any anniversary date of said contract. Any authorization shall automatically terminate in the event the employee is given a regular work assignment outside the area covered by the contract, or he/she is appointed to a regular position not covered by the contract.

ARTICLE 34

Grievance Procedure

1. Time limits set forth in this Article and in Article 34 following shall not include Saturdays, Sundays and holidays.
2. Any employee who feels that he/she has not been accorded proper consideration or treatment in respect to any matter affecting his/her employment shall proceed in the following manner:
 - (a) He/she shall first discuss his/her complaint with his/her immediate supervisor with or without a representative of the Workmen's Committee being present, as he/she may elect, in an attempt to reach a satisfactory settlement.
 - (b) All grievances not settled by mutual Agreement must be submitted in writing on the appropriate form and filed with the immediate supervisor within fifteen (15) days, if possible, but in no event later than thirty (30) days following the occurrence causing the grievance. Any grievance not so filed shall be deemed to have been waived and shall not be entitled to consideration. The immediate supervisor shall answer the grievance within five (5) days from date of presentation in written form. The grievance form shall be dated and by the employee and four (4) copies given the immediate supervisor, who will insert his/her decision, sign and date the form, returning three (3) copies to the employee.
 - (c) If the employee fails to secure a satisfactory adjustment of his/her grievance, he/she may submit his/her grievance to the Workmen's Committee. If the Workmen's Committee so elects, it shall be appealed to the District Operations Manager within ten (10) days after return from immediate supervisor of the grievance form with the immediate supervisor's decision noted thereon. Grievances thus appealed shall be discussed at a mutually convenient time and place between the employee, the Workmen's Committee and the District Operations Manager. The discussion and disposition of grievance shall occur not more than seven (7) days subsequent to the date that the District Operations Manager was presented with the grievance form (in triplicate) representing an appeal from the immediate supervisor's decision. The District Operations Manager's decision and the date thereof shall be recorded on all copies of the grievance form and two (2) copies thereof returned to the Workmen's Committee.
3. Any individual employee or group of employees shall have the right at any time to present grievances to Company and to have such grievances adjusted, without the intervention of a Union representative, as long as the adjustment is not inconsistent with the terms of this

Agreement; provided, that the Union has been given an opportunity to be present at such adjustment.

ARTICLE 35
Arbitration Procedure

1. Only grievances concerning the interpretation or application of any of the terms or provisions of this Agreement and which are not satisfactorily settled under the procedure outlined in Article 33 may be submitted to arbitration.
2. If the Union or the Company desires to submit a grievance to arbitration, it shall notify the other party of such desire in writing within ten (10) days next following the issuance of the District Operations Manager's final decision thereon and in such notice shall appoint its arbitrator. The party receiving such notice shall appoint its arbitrator and shall notify the other party of such appointment in writing within five (5) days next after the date on which such notice to arbitrate was received. The two (2) arbitrators so appointed shall meet for the purpose of attempting to arrive at a decision within five (5) days next following the appointment of the second arbitrator. If they are unable to agree upon a decision within five (5) days, they shall proceed at once to appoint a third arbitrator. If they are unable to agree upon a third arbitrator within five (5) days, the Federal Mediation and Conciliation Service shall be requested to nominate forthwith five qualified, disinterested persons. The party requesting arbitration shall proceed forthwith to strike the names of two of such nominees, following which the other party shall forthwith strike two (2) names of the remaining three (3) names and the remaining nominee shall serve as the third arbitrator.
3. The arbitrators to whom any grievance shall be submitted in accordance with the provisions of this Article, shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance and shall not have jurisdiction or authority to alter or amend in any way the provisions of this Agreement or any Agreements made supplementary hereto. The complainant in every hearing before the arbitrators shall have the burden of proving his/her case by a preponderance of the evidence and, in general, judicial rules of procedure shall be followed at such hearings, but the arbitrators need not follow the technical rules of evidence prevailing

in a court of law or equity. Any case appealed to any such arbitrators on which such arbitrators have no power to rule shall be referred back to the parties without decision.

4. The decision of the majority of said three (3) arbitrators shall be final and binding on the parties.
5. Each party shall bear the fees and expenses of the arbitrator appointed by it and shall share equally the fees and expenses of the third arbitrator and any other expenses necessary or incident to the arbitration.

ARTICLE 36

Management

1. The Company reserves the right, subject to the provisions of this Agreement, to exercise its normal management functions. Included among management functions is the right to:
 - (a) Hire new employees, plan its operations and direct the working force;
 - (b) Discipline, suspend, or discharge employees for just cause;
 - (c) Transfer or layoff employees because of lack of work;
 - (d) Require employees to observe Company rules and regulations not inconsistent with this Agreement;
 - (e) Determine the methods and schedules of operations; and
 - (f) Determine whether any operations shall be discontinued, modified, or changed.

ARTICLE 37

Validity

1. This Agreement shall be subject to all present and future applicable laws, orders, rules and regulations of governmental authority.

2. Should any part of this Agreement be held invalid by any court of competent jurisdiction, such holding in no manner invalidates the entire Agreement or any other part not directly affected by such holding. In such event the parties hereto agree to meet for the purpose of reaching Agreement which will be substituted for that part of the Agreement invalidated.
3. This Agreement cancels and supersedes all prior Agreements between parties.

In witness whereof, the parties have caused this Agreement to be signed this _____ day of _____, 2019.

BP PIPELINES (NORTH AMERICA) INC.

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local # 348

Debra Dami, HR Advisor

Leo Gerard, International President

Juan Ortega, District Operations Manager

Stanley W. Johnson, International Treasurer

Fred Williamson, O&M Team Leader

Thomas Conway, International Vice President

Fred Redmond, International V.P. Human Affairs

Emil Ramirez, District 11 Director

David L. Rizzuto, Staff Representative

Dennis Mills, Chairman

Reese McCune, Committee Member

David Reardon, Committee Member

EMPLOYEE'S VACATION POLICY

1. DEFINITIONS

- A. The term "employee" as used in this Agreement means any person giving his/her full time service to the Company for which payment is made in the form of salary or wages.
- B. The term "net credited service" means service with the Company as determined from the records of the Company and in accordance with such rules and regulations as may be currently in effect.
- C. A vacation of "two (2) weeks", "three (3) weeks", "four (4) weeks", "five (5) weeks", or "six (6) weeks" means regularly scheduled work hours in a period of fourteen (14), twenty-one (21), twenty-eight (28), thirty-five (35), or forty-two (42) consecutive days.

2. ELIGIBILITY PROVISIONS

Except as provided elsewhere in this policy, vacations shall be given on the following basis:

- A. An employee who completes one (1) year of net credited service during a calendar year shall be given a vacation of two (2) weeks with pay during such calendar year after the one (1) year of net credited service is completed. In the event the employee's service is such that one year of net credited service will be completed after December 15 of a calendar year, the employee shall become eligible for a vacation on December 15 Thereafter, until a calendar year in which he/she completes five years of net credited service, such employee shall be given a vacation of two (2) weeks with pay during each calendar year.
- B. An employee who completes five (5) years of net credited service during a calendar year shall be given a vacation of three (3) weeks with pay at any time during such calendar year. Thereafter, until a calendar year in which he/she completes ten (10) years of net credited service, such employee shall be given a vacation of three (3) weeks with pay during each calendar year.
- C. An employee who completes ten (10) years of net credited service during a calendar year shall be given a vacation of four (4) weeks with pay at any time during such

calendar year. Thereafter, until a calendar year in which he/she completes twenty (20) years of net credited service, such employee shall be given a vacation of four (4) weeks with pay during each calendar year.

- D. An employee who completes twenty (20) years of net credited service during a calendar year shall be given a vacation of five (5) weeks with pay at any time during such calendar year. Thereafter, until a calendar year in which he/she completes thirty (30) years of net credited service, such employee shall be given a vacation of five (5) weeks with pay during each calendar year.
- E. An employee who completes thirty years of net credited service during a calendar year shall be given a vacation of six (6) weeks with pay at any time during such calendar year and each year thereafter.
- F. An employee will have a vested right to a vacation in the succeeding calendar year provided he/she has the status of an employee on December 31 of the current calendar year. Such vacation shall be based upon his/her qualified service during the current calendar year. An employee who by reason of absence from work does not have sufficient time within the succeeding calendar year to take his/her vacation will receive payment in lieu of the vacation or the portion thereof not taken. Pay in lieu of a delayed vacation, as explained in Section 7D, shall not be allowed unless the employee's service is terminated prior to the time he/she take such delayed vacation.

3. METHOD OF COMPUTING VACATION PAY

- A. Vacation pay shall be computed on the following basis: An employee shall be given vacation pay using as the basis of computation what such employee would have earned at straight time (excluding shift differential pay) for the regularly scheduled work hours which he/she would have worked in his/she regularly assigned classification had he not been absent on account of vacation. In those cases where an employee is assigned an irregular schedule, making it impossible to determine accurately the rates at which he/she would have worked, his/her vacation pay shall be calculated by applying the average hourly rate (excluding shift differential, overtime and premium pay) earned during the last twelve (12) calendar months in

which he/she worked on an irregular schedule, adjusted to give effect to any rate changes affecting the rates used in calculating the average hourly rate.

- B. There shall be deducted from the account of vacation pay any sums which the Company is authorized or required to withhold.

4. REDUCTIONS OF VACATION

- A. The vacation of an employee who is away from duty because of suspension, layoff, or leave of absence without pay, except military leave of absence, shall be subject to a deduction for each thirty (30) days the employee is absent.
- B. The deduction referred to in paragraph "A" shall be made during the calendar year subsequent to the year in which the absence occurred.
- C. In case where deductions from vacation are to be made, the following shall govern:
 - (1) Any employee may take the full time of vacation in which case a deduction of vacation pay shall be made. The total amount of vacation pay he/she would normally have been entitled to receive shall be reduced by one-twelfth (1-12) for each full unit of thirty (30) days deductible time he was absent.
 - (2) An employee may have his/her vacation time reduced. The total number of scheduled work hours (or days) of vacation he/she normally would have been entitled to receive shall be reduced by one-twelfth for each full unit of thirty (30) days deductible time he/she was absent. The employee shall return to work for all full days by which his/her vacation is reduced and may also return to work, if he/she so desires, for a full day of work on the day for which a fractional reduction is made. If the employee returns to work under the last named condition, he/she shall be paid his/her regular rate for the time worked and shall also receive vacation pay for the fractional day to which he/she is entitled to a straight time rate. An employee cannot return to work under these conditions for fractional days of work.

5. LIMITATION

The management reserves the right to designate the time when vacations shall be taken. Preference of employees as to the calendar period of their vacations will be given

consideration, but vacations must not interfere with the efficient transaction of Company business.

6. SPECIAL CONDITIONS UNDER WHICH VACATION ALLOWANCES SHALL BE GIVEN

- A. Should an employee die, pay for any vacation time to which the employee is entitled shall be paid to whomsoever would be entitled to any unpaid earnings due such employee at the time of his/her death.
- B. Should an employee be laid off, or his/her service be terminated for any reason, such employee shall be paid for any vacation time to which he/she is entitled at the time of layoff or termination.
- C. Should an employee be granted a leave of absence to enter military service, vacation time or pay will be allowed such employee in accordance with Company's Military Service Benefits Plan of 1950.
- D. Should an employee be retired, such employee shall be paid for any vacation time to which he/she is entitled at the time of retirement.

7. OTHER RULES AND REGULATIONS

- A. The number of days of vacation must be taken consecutively, unless permission of the immediate supervisor is obtained to do otherwise.
- B. Insofar as may be feasible, a vacation shall start on Sunday morning and end on Saturday evening.
- C. Except as provided hereinafter, vacation periods are not cumulative and must be completed during the calendar year.
- D. An employee shall take his/her vacation unless requested by the Company to forego such vacation. Any such delayed vacation time must be used during the next calendar year.
- E. If a holiday recognized by the Company occurs on an employee's scheduled work day while such employee is on vacation, such holiday will be considered a day of vacation and he/her will be paid holiday pay plus vacation pay. If a holiday recognized by the Company occurs on a day or days he/she would not be scheduled to work, his/her next scheduled day or days of work while such employee is on

vacation will be recognized as his/her designated holiday or holidays and he/she will be paid holiday pay plus vacation pay for that day or days.

- F. All money due an employee for vacation time shall be paid on regular pay days except that in the case of an employee whose service is terminated for any reason or who is granted a leave of absence to enter military service, vacation pay shall be paid as soon as practicable.
- G. No employee shall be permitted to start a vacation from a point to which the Company has paid his/her expenses on a business trip without first obtaining permission from the supervisor who authorized the business trip.

EXECUTED THIS _____ DAY OF MARCH, 1996.

AMOCO PIPELINE COMPANY

By _____
J. N. Dickerson
Business District Manager

By _____
R.C. Cook
Human Resources

OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO
Local 5-348

By _____
International Representative

By _____
Chairman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

By _____

Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.

February 1, 1996

International Representative
Local 5-348
OCAW International Union, AFL-CIO
P. O. Box 1326
Kansas City, Kansas 66117

This will confirm the understanding reached during our recent negotiations regarding Plant Closure. Our Agreement was as follows:

The Company will notify the Union in writing at least six (6) months in advance of a complete closure of BP Pipelines (North America) operations in the State of Missouri that will involve the permanent transfer or permanent layoff of bargaining unit employees. The Company and the Union shall meet within fifteen (15) days after such written notice for the purpose of discussing the effect of such closure on bargaining unit employees, and to negotiate appropriate conditions and benefits for affected 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 sixty (60) day written notice to terminate this Agreement. At the end of the sixty (60) day period the Union shall have the right to strike or the Company shall have the right to lock out concerning this issue unless a mutual Agreement has been reached by the parties.

If the above is in Agreement with your understanding, please so indicate by signing the space provided below and return the original and two copies to the Pipeline Company office.

Yours very truly,
AMOCO PIPELINE COMPANY

By _____
J.N. Dickerson
Business District Manager

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 1996
OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO

By _____
International Representative

By _____
Chairman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.

February 1, 2002

International Representative
Local 5-348
OCAW International Union, AFL-CIO
P. O. Box 1326
Kansas City, Kansas 66117

This will confirm our understanding in regard to establishing joint Labor-Management Health, Safety and Environmental Steering Team as provided in Article 24 of the current working Agreement covering the employees in the Missouri portion of BP Pipeline (North America) Inc.

It was agreed that due to the uniqueness of the Company's operations, certain provisions and conditions stipulated in Article 23 of the current working Agreement will be applied as follows:

- A. A Health, Safety, and Environmental Steering Team that includes two representatives from the Union shall be established.
- B. The team shall meet as often as deemed necessary but not less than once each quarter.
- C. No expense or overtime pay resulting from the work of Union representatives serving on the team is to be incurred by the Company; however, no loss of time or pay will result to such members for time spent in connection with the work of the team, including walk-around time spent in relation to inspections and investigations, that occurs during their regular working hours.

If the above is in accordance with your understanding, please so indicate by signing in the space provided below and return the original and two copies to the BP Pipelines (North America) Inc. office.

Yours very truly,

BP PIPELINES (NORTH AMERICA) INC.

By _____
Juan Ortega
Business District Manager

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2002

PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKDERS INTERNATIONAL UNION
Local 5-348

By _____
International Representative

By _____
Chairman, Local 5-348

By _____

Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

**RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.**

February 1, 1996

Mr. Ray West
International Representative
Local 5-348
OCAW International Union, AFL-CIO
P. O. Box 1326
Kansas City, Kansas 66117

Dear Mr. West:

This will confirm our understanding and Agreement with respect to a "Severance Allowance" for employees in the Missouri portion of Amoco Pipeline Company covered by Agreement between the Company and Oil, Chemical and Atomic Workers International Union, AFL-CIO.

A "Severance Allowance" shall be placed in effect from February 1, 1996 through January 31, 1999, and will terminate automatically on that date without notice by either party unless the parties mutually agree prior to said date to extend this Agreement. The provisions of the "Severance Allowance" shall be administered and interpreted by the Company and shall be applied only to employees who have received a written notice of layoff and which notice has not been canceled. Such layoffs shall be made in accordance with the provisions of the existing Agreement.

The granting of "Severance Allowance" under this Agreement shall be subject to the following conditions:

- A. Only those employees with six or more months of net credited service who elect to terminate their services rather than to be laid off shall be eligible for a "Severance Allowance".
- B. The "Severance Allowance" shall be based on the employee's years of credited service and week's base pay and will be in accordance with the following:
 1. "Years of Credited Service" means the net credited service with the Company as determined from Company records on the employee's termination date. Years of credited service will be based on the anniversary date nearest to the date of termination.
 2. "Week's Base Pay" means the employee's regular hourly rate or rates projected to a weekly age based on his regularly scheduled hours in his regularly assigned classification or classifications (excluding overtime and premium pay).
 3. The amount of severance allowance, subject to the limitation in Section B4 below will be determined by the following schedule.

<u>Credited Service Years</u>	<u>Weeks Severance Allowance</u>	<u>Credited Service Years</u>	<u>Credited Service Years</u>	<u>Weeks Severance Allowance</u>	<u>Credited Service Years</u>	<u>Weeks Severance Allowance</u>
6 mos.-1	1	13	13.25	25	28.50	
2	2		14	14.50	26	30
3	3		15	15.75	27	31.50
4	4		16	17	28	33
5	5		17	18.25	29	34.50
6	6		18	19.50	30	36
7	7		19	20.75	31	37.50
8	8		20	22	32	39
9	9		21	23.25	33	40.50
10	10		22	24.50	34	42
11	11		23	25.75	35	43.50
12	12		24	37	36 &	
					Over	45

4. For employees who qualify at the time of termination for an unreduced annuity under the Retirement Plan, the amount of severance allowance in the above schedule will be decreased by 1/120th for each full month by which the employee's actual age at termination date exceeds age 60. Accordingly, in these cases the severance allowance will be determined under the attached table.

C. It is agreed and understood that no dispute or question arising in connection with the provisions of the "Severance Allowance" shall be subject to the grievance and arbitration procedure set forth in the contract.

If the above is in accordance with your understanding, please indicate your Agreement by signing in the space provided below and return the original and two copies to the BP Pipeline office.

Very truly yours,

AMOCO PIPELINE COMPANY

By _____
 J. N. Dickerson
 Business District Manager

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 1996

OIL, CHEMICAL AND ATOMIC WORKERS
 INTERNATIONAL UNION, AFL-CIO

By _____
 International Representative

By _____
 Chairman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.

Severance Allowance Table

<u>Age Yrs. Mos.</u>	<u>% of Severance Allowance</u>	<u>Age Yrs. Mos.</u>	<u>% of Severance Allowance</u>
60 0	100.0	61 0	90.0
1	99.17	1	89.17
2	98.33	2	88.33
3	97.50	3	87.50
4	96.67	4	86.67
5	95.83	5	85.83
6	95.00	6	85.00
7	94.17	7	84.17
8	93.33	8	83.33
9	92.50	9	82.50
10	91.67	10	81.67
11	90.83	11	80.83
62 0	80.00	63 0	70.00
1	79.17	1	69.17
2	78.33	2	68.33
3	77.50	3	67.50
4	76.67	4	66.67
5	75.83	5	65.83
6	75.00	6	65.00
7	74.17	7	64.17
8	73.33	8	63.33
9	72.50	9	62.50
10	71.67	10	61.67
11	70.83	11	60.83
64 0	60.00	65 0	50.00
1	59.17	1	49.17
2	58.33	2	48.33
3	57.50	3	47.50
4	56.67	4	46.67
5	55.83	5	45.83
6	55.00	6	45.00
7	54.17	7	44.17

Severance Allowance
Page 5

<u>Age</u> <u>Yrs. Mos.</u>	<u>% of</u> <u>Severance</u> <u>Allowance</u>	<u>Age</u> <u>Yrs. Mos.</u>	<u>% of</u> <u>Severance</u> <u>Allowance</u>
8	53.33	8	43.33
9	52.50	9	42.50
10	51.67	10	41.67
11	50.83	11	40.83
66 0	40.00	67 0	30.00
1	39.17	1	29.17
2	38.33	2	28.33
3	37.50	3	27.50
4	36.67	4	26.67
5	35.83	5	25.83
6	35.00	6	25.00
7	34.17	7	24.17
8	33.33	8	23.33
9	32.50	9	22.50
10	31.67	10	21.67
11	30.83	11	20.83
68 0	20.00	69 0	10.00
1	19.17	1	9.17
2	18.33	2	8.33
3	17.50	3	7.50
4	16.67	4	6.67
5	15.83	5	5.83
6	15.00	6	5.00
7	14.17	7	4.17
8	13.33	8	3.33
9	12.50	9	2.50
10	11.67	10	1.67
11	10.83	11	.83

Amoco Pipeline Company

Several days ago you contacted me regarding the matter of seniority in the Missouri Portion of the Central Division Agreement.

I have met with the Workmen's Committee and the following is agreeable with the Committee and is being submitted to the membership for their approval.

When jobs are filled in the Bargaining Unit by assignment, the employee so assigned shall be assigned a seniority date one (1) day less than the most junior employee in the Bargaining Unit. By assignment, it is meant there were no successful bidders on a posted job vacancy, or additional personnel were added to the Bargaining Unit.

Since we no longer have system-wide bidding, there needs to be no provision for seniority in this area, and seniority in this instance will not need to be covered.

Under the seniority provisions as outlined above, no employee will enter the Bargaining Unit with more seniority than those employees who are in the Unit at the time of the assignment.

If the above procedure meets with your approval, please affix your signature in the space provided below, and return three copies to my office.

International Representative
OCAW, Local 5-348

Amoco Pipeline Company

**RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.**

MEMORANDUM OF UNDERSTANDING

The company and union recognize that continued employment opportunities for bargaining unit personnel is directly linked to Amoco Pipeline's efficient, competitive and profitable operations.

In the event, however, the company considers that it is necessary to lay off employees, it will provide the union with ninety (90) days written notice. At the written request of the union, the parties shall meet during such ninety (90)-day period for the following purposes:

The company will inform the union of the business reason(s) for any planned changes resulting in layoffs within the bargaining unit.

The union may submit recommendations for minimizing or eliminating the need for the layoff, and the company will consider adopting such recommendations, and respond to the union appropriately within (fourteen) 14 days.

If the layoff is deemed by the company to be unavoidable, the company will initiate a meeting(s) with the union during the ninety (90)-day period, to discuss the effect of such reduction and will be prepared to negotiate on the following subjects for the affected employees:

- Specific application of the demotion and layoff procedures.
- Possibilities of continued employment at other company facilities and/or operations; and if the company determines such opportunities are available, it is understood that moving and relocation expenses appropriate to the circumstances are subject to negotiations.
- Vocational retraining or outplacement assistance.
- Benefit plan applications, including plans such as: severance pay, pension benefits, medical and group life insurance.

Should disagreement arise over the intent and purpose of the discussions, the willingness of either party to continue the discussions, or any other provision of this Memorandum of Understanding, the objecting party will provide the other party the opportunity to discuss, at a higher level in the International Union or the company, the prospects of continuing the discussions. If the discussions are terminated by either party at the higher level, the layoff will be implemented.

This Memorandum of Understanding is not intended to reduce or otherwise limit the rights of the parties contained elsewhere in the current collective bargaining Agreement. Therefore, the provisions of this Memorandum of Understanding shall not be subject to arbitration. It is further agreed this Memorandum of Understanding will expire on January 31, 1999.

EXECUTED THIS _____ DAY OF MARCH, 1996.

AMOCO PIPELINE COMPANY

By _____
J.N. Dickerson
Business District Manager

By _____
R.C. Cook
Human Resources

OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION, AFL-CIO
Local 5-348

By _____
International Representative

By _____
Chairman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

By _____
Committeeman, Local 5-348

**RENEWED 2/01/09
BY BP PIPELINES (NORTH AMERICA) INC.**