

**WORKING AGREEMENT**

**BY AND BETWEEN**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
LOCAL 348**

**and**

**BUCKEYE PIPELINE SERVICES COMPANY**

**SUGAR CREEK & COUNCIL BLUFFS TERMINALS**

**For the Period February 1, 2019, to and including January 31, 2022**

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## **WORKING AGREEMENT - PREAMBLE**

Buckeye Pipeline Services Company., 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 348 hereinafter referred to as the Union, enter into the following Agreement.

## **ARTICLE I - SCOPE OF AGREEMENT**

### **Section 1**

The Company recognizes the Union as the sole and exclusive bargaining agency for the Company's terminal employees at Sugar Creek, Missouri and Council Bluffs, Iowa but excluding all warehouse employees, all office and clerical employees, guards, technical and professional employees, drivers, and all supervisors, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

### **Section 2**

The Company and the Union agree jointly, and separately, that they will not discriminate in any manner, against any employee because of race, color, gender, religion, age, national origin, sexual orientation, genetic information, veteran status, or any other status protected by applicable law.

## **ARTICLE II - TERM OF AGREEMENT**

### **Section 1**

This agreement shall become effective February 1, 2015 and shall continue in effect to and including January 31, 2019, and thereafter subject to sixty (60) days written notice by either party of its desire to terminate this Agreement.

## **ARTICLE III - STRIKES AND LOCKOUTS**

### **Section 1**

It is agreed there shall be no cessation of work through strikes or slowdowns by employees or lockouts by the Company during the term of this Agreement. The Union shall not be responsible for unauthorized acts of any person merely because he is a member of the Union, and the Employer shall not file any suit against the Union for damages under the Labor Management Relations Act of 1947 based on the claim that the Union is responsible for the unauthorized act of any person solely because he is a member of the Union or because he is represented by the Union. The Company shall be privileged to discipline employees responsible for or engaging in such unauthorized activities, including the right to discharge, which discipline by the Company shall not be

subject to a grievance, unless such grievance is filed by an authorized officer of the Union within seven (7) days following the effective date of the disciplinary action.

#### Section 2

The Union agrees to give the Company a minimum of forty-eight (48) hours notice stating date and time before a strike is undertaken in connection with negotiations or the termination of this Agreement. Such notice is in addition to the termination notice provided for in Article II, Section 1.

### **ARTICLE IV - SENIORITY**

#### Section 1

- A. Terminal seniority will be used for the purposes of bidding, bumping, layoff and vacation selection. Terminal seniority is defined as the date an employee enters the bargaining unit.
- B. Company service of any employee shall be based on his continuous service with the Company, and shall be determined in accordance with the current rules of the Company governing net credited service.
- C. Qualified employees will be given the right to bid on regular vacancies occurring in the classification of Terminal Operator first at the terminal where the vacancy exists. If no qualified employee bids, the vacancy will be posted at the other terminals covered by this agreement. If the vacancy is not filled by the above procedure, the Company may fill it from any source.
- D. Once a position has been posted, the Company may, in lieu of a 7 day posting period, poll employees for their interest in the posted position. If no employees are interested in the posting position and express such in writing, the Company may move the posting to the next step prior to the expiration of the 7 day period.

#### Section 2

- A. An employee shall be placed on the seniority list after having worked a total of twelve (12) months, seniority to start the first day of employment.
- B. The first three months of employment with the Company in any of the job classifications covered by this Agreement shall be considered as a probationary period and if the Company considers advisable to terminate the services of an employee during this probationary period, such termination shall not be considered as a subject of grievance.

#### Section 3

The Company will furnish the Union with a separate seniority list for the terminal covered by this Agreement, showing the classification, termination seniority date, Company service date, and rate of pay of each employee covered by this Agreement, employed at the terminal. New lists shall be furnished to the Union by the Company each year in accordance with the above procedure.

#### Section 4

- A. If a permanent vacancy occurs in any of the classifications at the terminal covered by this Agreement, the Company will post a notice of the vacancy at the terminal where the vacancy occurs at least seventy-two (72) hours before the vacancy is filled. The job bulletin will designate the names and rates of each job classification of service required. The classification covered in this Agreement is: Terminal Operator.
- B. If two or more employees apply for the position, consideration will be given to their terminal seniority and qualifications. The employer shall be the judge of the qualifications of any employee/applicant. If two or more employees' qualifications are considered substantially equal, the senior of the applicants shall be allowed a qualifying trial period of at least thirty (30) days during which to demonstrate his qualifications before an applicant of less seniority can be chosen for the position.
- C. Promotions and demotions within the classifications of employees covered by this Agreement at the terminal will be made on the basis of terminal seniority and ability of any employee to best meet all the requirements of the job.

### **ARTICLE V - CLASSIFICATION CHANGES**

#### Section 1

Each employee shall be assigned a base classification for the purpose of identifying his regular job and classification rate. No arbitrary changes in present classifications will be made for the purpose of reducing the pay of any classified job.

#### Section 2

Management shall not perform any bargaining unit work, except in cases of emergency.

#### Section 3

Pipeliner and E&M Technicians will be allowed to work at the Terminals covered under the USW bargaining agreements under certain conditions:

1. Pipeliners and E&M Technicians will work within the Terminal CBA at the request of a Terminal Operator or the Operations Manager
2. All Terminal Operators covered under the Terminal CBA will be given first opportunity to work overtime prior to a Pipeliner or E&M Technician working within the Terminal CBA provided that this does not require stoppage or delay of work in progress.

## ARTICLE VI - LAYOFFS AND RE-EMPLOYMENT

### Section 1

If, due to operational changes solely within the control of the Company, other than changes in motor transportation operations, it appears necessary to reduce the work force by layoff of such regular employees (not seasonal or temporary) prior to the expiration of this Memorandum of Agreement on January 31, 1999, the Company will give the Union at least sixty (60) days written notice prior to the date that such a layoff may occur. During the sixty (60) day period the Company will discuss the proposed changes with the Union for the purpose of determining ways and means of avoiding the layoff or lessening its effect on such employees.

- A. The layoff problem will be considered resolved if sufficient regular employees on the payroll, excluding seasonal and temporary employees are offered other job opportunities or accept voluntary forms of termination.
- B. If the layoff problem is not resolved in accordance with the foregoing, either the Company or the Union may, prior to such layoffs, terminate the working agreement by giving sixty (60) days written notice.
- C. The Company will be under no obligation to implement any employee acceptance of other job opportunities or voluntary termination with severance until the Union enters into an agreement with the Company signifying its acceptance of the resolution of the problem.

### Section 2

Layoffs at the terminal shall be made on the basis of terminal seniority. The employee at the terminal with the least amount of seniority shall be the first to be laid off assuming that there is a senior qualified replacement.

### Section 3

Recalls from layoff at the terminal shall be made on the basis of terminal seniority. The last employee laid off shall be the first to be recalled.

### Section 4

If an employee who has completed a year of net credited service, and who is laid off, is recalled to a regular or temporary position within one year from and after the date when his layoff becomes effective, his layoff shall not be regarded as a break in the continuity of his Company service. An employee shall continue to accumulate seniority during layoffs of a period of thirty (30) days or less.

## Section 5

Laid off employees desiring to avail themselves of this recall privilege must file their address with the proper officials of the Company at the time of the layoff and keep the Company advised of any change in address. Laid off employees who are offered recall to employment with the Company must accept such offer promptly and must report for duty within two weeks from the date of the notice to return to work. If the employee is unable to do so for some reason which is acceptable to the Company and the Union, in which case he may be put to work when he does report provided the Company can use his services at that time or he may be offered recall to employment again at a later date. For the purpose of this provision, the Company will have been deemed to have properly notified the employee if the notice is sent by registered mail to the last address given by the employee.

## Section 6

If an employee who is laid off and desires to be recalled, complies with all the foregoing provisions, but he is not recalled to service within one (1) year from the date of layoff, his services will be terminated at the expiration of the one (1) year period.

## **ARTICLE VII - LEAVE OF ABSENCE**

### Section 1

If an employee having more than one (1) year's continuous service with the Company desired a leave of absence in order to engage in any work pertaining to the business of the Union, said leave will be granted by the Company up to one (1) year and the granting of such leave shall not affect such employees seniority status. If it is necessary for the employee to be absent from work for a period in excess of one (1) year, a leave of absence for an additional period up to one (1) additional year may be granted, also without affecting the seniority status of said employee. It is further provided that the leaves as described in this section shall not be granted to more than one person at the same time. Such leaves shall be without pay.

### Section 2

The Company's current Leave of Absence policy is amended to enable employees to take a leave of absence for the following reason: 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, 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.

The provisions of this section will be administered under the Buckeye Family Medical Leave Act (FMLA) Policy.

## **ARTICLE VIII - HOURS OF WORK**

### **Section 1**

Regular hours of work for all employees covered by this contract shall not exceed twelve (12) hours per day. The work week will be Sunday 12:01 AM (0001 hours) through Saturday 12:00 PM (midnight/2400 hours)

Employees will be assigned a regular work schedule, typically an eight (8) or ten (10) hour work schedule unless there is a special need or change in business that requires a twelve (12) hour shift.

### **Section 2**

When employees work hours in excess of their daily schedule or physically work in excess of 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. Employees who do not physically work forty (40) hours, but are required to work by the company will be paid at overtime rate.

### **Section 3**

An employee shall not be paid both daily and weekly overtime for the same hours worked.

### **Section 4**

No employee shall be required to take time off from his regular schedule as a result of having worked overtime, except in cases where in the opinion of the Company it would be unreasonable or hazardous to allow the employee to continue working.

### **Section 5**

Working schedules shall be drawn up by the Company and shall not be changed without three (3) days prior notice except in cases of emergency.

### **Section 6**

Employees may, for good and sufficient reason, and with management approval, occasionally and infrequently exchange shifts worked within their classification, if written assurance is given to the immediate supervisor that the desired exchange is agreeable to both the employees concerned.

## Section 7

The current work schedules at the time of this agreement shall remain in effect. Management reserves the right to change the work schedule based on the needs of the business. In the event of such change, employees will be notified a minimum of two (2) weeks in advance of such a change. Current work schedules at each facility shall not be changed to avoid overtime pay.

## ARTICLE IX - REPORTING TIME--OVERTIME

### Section 1

If an employee while off duty is requested to work outside his regular schedule, he shall be paid for not less than the equivalent of four (4) hours pay at straight time. When an employee is asked to report early and continue to work into his normal schedule, this four (4) hour payment will not be applicable.

If an employee is called to find a solution to a work-related issue from home the employee shall receive (1.4) hours at one and one-half (1 ½) times the straight rate of pay. If the employee is called within two hours of receiving the first call, the employee shall not receive any additional pay even if subsequent calls are unrelated to the first call. Any addition call beyond the two hours that the employee is asked to resolve will result in an additional (1.4) hours at one and one-half (1 1/2 ) times the straight rate of pay.

### Section 2

- A. An employee who is required to work two hours or more past the regular quitting time shall be supplied with food at Company expense, or, in lieu thereof, shall be paid \$15.00 as "supper money." When food is supplied, the employee shall be permitted to eat the food while on duty as soon as operating conditions will permit.
- B. An employee who is required by the Company to work three and one-half hours or more on a day on which he is not regularly scheduled to work shall receive \$8.00 as an allowance for lunch money, provided that such lunch money shall not be paid to an employee who:
  - 1. Was notified a reasonable time in advance of the beginning of the work assignment that his services would be required for at least 3 hours, or
  - 2. Is given compensating time off on a regularly scheduled workday at the employee's request.
- C. Lunch money provided for herein shall be in lieu of and not in addition to any reimbursement by the Company for actual food expenses incurred.

Section 3

There shall be no duplication of pay for overtime hours or pyramiding of rates for overtime work. Any hours paid for on one basis shall not be counted against for any other purpose. No unworked hours shall be counted in computing overtime pay except as provided in Article XX-Holidays.

Section 4

Insofar as conditions will permit, overtime occurring in a classification will be distributed equitably among employees in that classification. (However, the Company shall have the right to fill a vacancy in one classification which is expected to exist more than three shifts with an employee from another classification even when the first shift on the changed assignment is worked on an overtime basis.)

**ARTICLE X - JOB CLASSIFICATION -- RATES OF PAY**

Section 1

Job Classifications are as follows:

	<b>2/1/2019</b>	<b>2/1/2020</b>	<b>2/1/2121</b>
Terminal Operator C (first 24 months)	\$30.22	\$31.28	\$32.53
Terminal Operator B (at 24 months)	\$34.57	\$35.78	\$37.21
Terminal Operator A (at 36 months)	\$37.90	\$39.23	\$40.80

Section 2

A normal day schedule is hours worked between 7 AM to 5 PM. Employees that are required to work outside their normal day shift, exclusive of call outs as defined below, shall be paid a shift differential per the below schedule.

Hours worked between 5 PM and midnight shall be paid at a shift differential of seventy-five cents (.75) per hour. Hours worked between midnight and 7 AM shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour.

Employees who are called at home outside regularly scheduled hours and receive the two (2) hours allowance of pay will not be eligible for shift differential. However, employees who are called out to work and respond will be eligible for applicable shift differential for actual hours worked.

**ARTICLE XI - PAY DAYS**

Section 1

Pay checks shall be issued weekly or bi-weekly according to the Company's normal payroll practices.

Section 2

Overtime worked in a pay period may be carried over and be paid for in the next pay period.

## **ARTICLE XII - PHYSICAL EXAMINATIONS**

### **Section 1**

If an employee is absent from duty due to illness or physical impairment, he shall be readmitted to work upon presentation of a certificate of physical fitness signed by an accredited physician selected and paid for by the Company.

### **Section 2**

Employee returning to service with the Company from any approved leave of absence may be examined by an accredited physician selected and paid for by the Company.

### **Section 3**

It is understood that short term disability and provisions in Sections 1 and 2 will be administered by the Company's STD Policy and carrier.

## **ARTICLE XIII - SAFETY AND INSPECTION OF EQUIPMENT**

### **Section 1**

Inspection of all equipment where explosions, fires, or industrial accidents are likely to result in loss of life or injury to employee shall be made by the Terminal Manager, or other person designated by the Company. The Union committeemen or any employee may make written or oral suggestions to the Operations Manager or his representatives as to the elimination of hazards in order to prevent accidents.

## **ARTICLE XIV - HEALTH AND SAFETY**

### **Section 1**

There shall be established a Joint Labor-Management Health and Safety Committee, consisting of equal union and company representatives, but not less than two nor more than four each.

### **Section 2**

The Company will, from time to time, retain at its expense qualified Industrial Health Consultants, subject to the approval of the International Union President or his designee, to undertake Industrial health Research Surveys, as decided upon by the committee, to determine if any health hazards exist in the work place.

### Section 3

Such Research Surveys will include measurements of the exposures in the work place, the results of which will 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.

### Section 4

The Company shall pay for the appropriate physical examination and medical tests at a frequency and extent determined from time to time by the Joint Committee.

### Section 5

The Union agrees that each research report shall be treated as privileged and confidential to the extent that disclosure of information in the nature of trade secrets will not be made without the prior written approval of the Company.

### Section 6

At a mutually established time, subsequent to the receipt of research survey 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.

### Section 7

Within sixty (60) days following the execution of this Agreement, and on each successive October 1st thereafter, the Company will furnish to the Union all available information on the morbidity and mortality experience of its employees.

### Section 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. 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 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. Time spent in connection with the work of the committee by the union representatives, including walk-around time spent in relation to inspections and investigations, shall be considered and computed for

as their regularly assigned work.

#### Section 9

In addition to the foregoing, Company intends to continue its existing industrial hygiene program as administered by Company personnel.

#### Section 10

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 XV - NATIONAL HEALTH INSURANCE CLAUSE**

#### Section 1

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 any unused portions of the company's contributions shall be used for other benefits as determined by the Company and Union.

### **ARTICLE XVI - COMPANY-CALLED CONFERENCES**

#### Section 1

In the event employees are called in conference by a Company representative during their working hours, no loss of time or pay will result.

#### Section 2

The number of employees covered by this Agreement who may be present at joint conference for the purpose of collective bargaining negotiations or settling grievances shall not exceed one.

#### Section 3

Representatives of the Union who are employees of the Company shall not be subject to loss of time or pay for such time as they spend during their working hours conferring with the management.

### **ARTICLE XVII - VACATIONS**

#### Section 1

It is agreed that employees' vacations with pay (two weeks' vacation after one year of net credited service, three weeks' vacation after five years of net credited service, four

weeks' vacation after ten years of net credited service, five weeks' vacation after twenty years of net credited service and six weeks' vacation after thirty years of credited service) shall be allowed in accordance with the Company's vacation policy. Vacation schedules shall be posted as soon as possible after the selections are made.

## Section 2

The Company Vacation Policy will be utilized for purposes of eligibility and accrual.

If an employee terminates as a result of retirement or layoff, the employee will be paid the full remaining vacation allowance. In the instance of retirement, to receive the full vacation allowance for the year, the employee must complete the first two months of the calendar year, otherwise the vacation will be based on the accrual. If an employee resigns or is terminated for cause, the employee will be paid the unused accrued vacation.

## **ARTICLE XVIII - BENEFIT PLAN**

### Section 1

Plans of Company, such as Retirement & Savings Plan, Medical Insurance, Prescription Drug, Dental Insurance, Vision Insurance, Basic Life Insurance, Supplemental Life Insurance, Supplemental Accidental Death & Dismemberment Insurance, Sick/Short-Term Disability, Long-Term Disability, Health Advocacy, Flexible Spending Accounts, Employee Assistance Program, Wellness Program, Educational Assistance, Adoption Assistance, Matching Gifts, Family Scholarship, Bereavement Policy, Jury Duty Policy, Severance Policy, Family and Medical Leave Policy, which are in effect will continue in force during the life of the Agreement, provided, however, that these plans shall be subject to any change or revision which is made generally effective throughout the Company. Issues pertaining to the above Benefit Plans are not subject to arbitration.

### Section 2

Effective April, 1993 and for the term of this agreement, the Company's contribution towards the Buckeye Pipeline Services Company Medical Plan will be based on an employer contribution of 80% of cost and an employee contribution of 20% of cost. The Company's contribution towards the cost of coverage under approved HMO's will be based on an 80% contribution, but in no case to exceed the dollar amount paid toward the cost of coverage under the Amoco Medical Plan as described above, with participating employees paying the balance of the cost. The Company renews and extends its current commitments that the Company will pay 80% of the cost of any Medical Plan option or HMO, up to the dollar amount equal to 80% of the cost of the POS option.

### Section 3

Effective February 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.

## ARTICLE XIX - HOLIDAYS

### Section 1 - Observed Holidays

Holiday Schedule will be as follows:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

Additionally, there will be one (1) Floater Day that can be taken at employee's choosing. Employee must submit request for floater day at least one (1) week prior to date requested and obtain approval from Operations Manager.

For employees whose regular schedule is Monday through Friday, if any of the observed holidays falls on Saturday then the holiday will be observed on the Friday preceding the holiday and if any of the observed holidays falls on Sunday then the holiday will be observed on the Monday following the holiday. For employees whose regular schedule includes either Saturday or Sunday as a scheduled day of work, if any of the observed holidays falls on Saturday and the employee is scheduled to work that day then the holiday will be observed on Saturday and if any of the observed holidays falls on Sunday and the employee is scheduled to work that day then the holiday will be observed on Sunday. Further, for employees whose regular schedule is Thursday through Sunday, if any of the observed holidays falls on a Monday, Tuesday, or Wednesday then the employee will be given the option of either observing the holiday on one of his regularly scheduled days of work or receiving holiday pay for the day based on his regularly scheduled hours for a day of work at his scheduled rate of pay.

### Section 2 - Holiday Pay

For each holiday observed, an employee shall receive holiday pay based on his regularly scheduled hours for that day at his scheduled rate of pay.

### Section 3 - Work Performed on Holidays

An employee who works on an observed holiday shall receive, in addition to the holiday pay provided for in Section 2 of this Article, one and one-half times the straight-time rate



for any actual hours worked that day.

#### Section 4 - Holidays Occurring During Vacations

In view of the provisions of this Article, it is agreed that Benefits of the Policy concerning vacations, which provides for compensating days off with pay for holidays which fall on scheduled workdays during vacations, does not apply.

#### Section 5 - Overtime Pay

For the purpose of computing overtime pay for work in excess of 40 hours in a week in which a holiday occurs, only those hours regularly scheduled on the holiday for which the employee received holiday pay shall be counted as hours worked.

#### Section 6

No Pyramiding of Premium Pay and Overtime

### **ARTICLE XX - NOTICES**

#### Section 1

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 United States mail addressed to the party for whom intended. Date of service of a notice sent by mail shall be the date on which such notice is deposited in the United States mail.

**ARTICLE XXI - COLLECTION OF DUES**

Section 1

The Company will make deductions each month from the salary of an employee who is a member of the Union upon written authorization of such employee. The authorization shall be in the following form:

Date \_\_\_\_\_

\_\_\_\_\_ Company

\_\_\_\_\_

\_\_\_\_\_

I hereby direct the BUCKEYE PIPELINE SERVICES COMPANY to deduct from my salary the regular monthly dues as fixed by the USW payable to the United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union, AFL-CIO CLC, International Secretary-Treasurer. The first deduction shall be made from the salary due me for the first month following the delivery of this authorization to the Company, and monthly deductions shall continue from the date for a period of one year, or until the expiration of the Collective Bargaining Agreement between the Company and the Union, whichever occurs sooner, and from year to year thereafter unless this authorization is canceled by me in writing during thirty (30) day period immediately preceding the above-mentioned one-year period, or expiration date, or during the thirty (30) day period immediately preceding any anniversary date thereof

\_\_\_\_\_  
Employee

## Section 2

Any authorization shall automatically terminate in the event the employee is given a regular assignment outside the area covered by the contract or if he is appointed to a regular position not covered by the contract.

## **ARTICLE XXII - GRIEVANCE PROCEDURE**

Any employee who feels that he has not been accorded proper consideration or has been discriminated against in respect to any matter affecting his employment, shall proceed in the following manner: (Time limit set in this Article and Article XXV. Arbitration, shall not include Saturdays, Sundays, or holidays).

### Section 1

He shall first discuss his complaint with the Operations Manager with or without a Committeeman of the union being present, as he may elect, in an attempt to reach a satisfactory settlement.

### Section 2

All grievances not settled by mutual agreement must be submitted in writing on the appropriate form (in quadruplicate) signed and drafted by the aggrieved, and filed with the Operations Manager within fifteen (15) days, if possible, but in no event later than thirty (30) days following occurrence causing the grievance. Any grievances not so filed shall be deemed to have been waived and shall not be entitled to consideration. The Operations Manager shall answer the grievance by inserting his decision, sign, date and return three (3) copies of the grievance to the aggrieved within fifteen (15) days from the date of presentation in written form.

### Section 3

If the employee fails to secure a satisfactory adjustment of his grievance, he may submit his grievance to the Terminal Union Committeeman. The union may appeal to the Area Operations Manager for the employee in questions within ten (10) days after return from the Operations Manager of the grievance form with his decision noted and dated thereon. The grievance thus appealed may be discussed at mutually agreed time and place between the employee, the Union Committeeman and the District Director or someone designated by him. The discussion and disposition of the grievance shall occur not more than fifteen (15) days subsequent to the date that the District Director was presented with the grievance form. The District Director's decision and the date thereof shall be recorded on all copies of the grievance form and two copies of the grievance returned to the Union not later than fifteen (15) days from the date he received the grievance.

## **ARTICLE XXIII - ARBITRATION**

If the Union desires to submit a grievance to arbitration, it shall notify the Company in writing of such desire within thirty (30) days of the issuance of the Senior Director Field Operations, final decision thereon. A panel of 7 Arbitrators will be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall have fourteen (14) days from the date the panel is received to alternate striking names from the panel. The parties will alternate striking names beginning with the Union. The decision of the arbitrator selected from the panel appointed by the Federal Mediation and Conciliation Service shall constitute the decision of the Parties and shall be final and binding on both the Company and the Union. Each party shall bear equally the fees and expenses of the arbitrator.

## **ARTICLE XXIV - VALIDITY**

### **Section 1**

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

### **Section 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 of 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.

## **ARTICLE XXV - BULLETIN BOARDS**

### **Section 1**

The Company will provide space on existing bulletin boards at the terminals for use of the committeeman of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union local 348. The Company reserves the right to censor any controversial material to be posted on these bulletin boards.

The company will establish a PACE-COPE check-off or union members subject to the following:

1. Within 90 days following execution of this Agreement, the parties will meet to determine the appropriate payroll authorization form, the frequency of deductions, and other matters relating to the check procedure.
2. The amount of the administrative cost to be paid by the Union will be determined by mutual agreement of the parties.
3. Any check off system will be in conformance with the Federal election laws.

## **Article XXVI – Probation and Discharges**

### **Section 1**

An employee shall not be discharged in the first 12 months on account of an injury to such employee if he is physically and mentally capable of continuing his duties.

### **Section 2**

In case any employee is discharged under protest, an immediate and full hearing shall be afforded the discharged employee, at which time, the Union Committeeman, the discharged employee, other persons of their selection and representatives of the 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.

### **Section 3**

The first twelve (12) months of employment with the Company in any of the job classifications covered by this Agreement shall be considered as a probationary period. The probationary period may be extended up to an additional six (6) months by mutual agreement between the Union and the Company. If the Company considers it desirable to terminate the services of an employee during this probationary period, such termination shall not be considered as a subject of a grievance.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BUCKEYE PIPELINE SERVICES COMPANY. United Steel, Paper and Forestry,  
Rubber, Manufacturing, Energy, Allied  
Industrial and Service Workers  
International Union local 348

**For the Company:**



**Patrick King**  
District Operations Manager



**Todd W. Smith**  
Sr. Operations Manager



**Rita Schantz**  
Manager, Human Resources



**Michelle A. Brown**  
Manager, Human Resources

**For the Union:**

\_\_\_\_\_  
**Leo W. Gerard**  
International President

\_\_\_\_\_  
**Stanley W. Johnson**  
Secretary-Treasurer

\_\_\_\_\_  
**Fred Redmond**  
Vice-President/Human Affairs

\_\_\_\_\_  
**Thomas Conway**  
Vice President/Administration

\_\_\_\_\_  
**Emil Ramirez**  
District 11 Director

\_\_\_\_\_  
**Greg Tate**  
Staff Representative

\_\_\_\_\_  
**Todd Engler**  
Committee Chair