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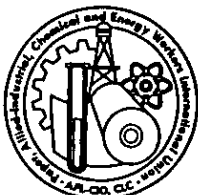
AGREEMENT

between

**ExxonMobil Refining
and Supply Company
Baytown Refinery**

and

**Gulf Coast Industrial Workers
Union PACEIU Local 4-2001**



Effective April 15, 2003 - April

15,
2007



105 pages

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COLLECTIVE BARGAINING AGREEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AGREEMENT is entered into by the following parties: ExxonMobil Refining and Supply (a division of Exxon Mobil Corporation), hereinafter referred to as "ExxonMobil" or "Company," and Gulf Coast Industrial Workers Union PACEIU Local 4-2001, hereinafter referred to as "Union."

WITNESSETH:

WHEREAS, subsequent to an election conducted by the National Labor Relations Board in Case No. 23-RC-2088, the Board issued a Certification of Representative dated July 18, 1963, in which it certified the Union as the bargaining representative for a Unit of Production and Maintenance employees as described in the Stipulation for Certification upon Consent Election entered into in said case on July 9 and 10, 1963, reference being made to said Certification and Stipulation for all purposes; and

WHEREAS, pursuant to said Certification, Humble Oil & Refining Company recognized the Gulf Coast Industrial Workers Union as the exclusive bargaining representative of all employees at its Baytown Refinery in the Production and Maintenance Unit referred to above; and

WHEREAS, on June 1, 1966, Humble sold its Chemical Plant facilities located at its Baytown Refinery (known as the Baytown Chemical Plant) to Enjay Chemical Company and Enjay hired certain employees in the Production and Maintenance Unit who had been employed at such Baytown facilities by Humble prior to June 1, 1966; and

WHEREAS, on June 1, 1966, by agreement of Humble, Enjay, and the Union, a multiemployer bargaining unit was established; and

WHEREAS, on January 1, 1973, Humble Oil & Refining Company and Enjay Chemical Company merged into their parent Exxon Corporation and, at the same time, Humble became Exxon Company, U.S.A. (a division of Exxon Corporation) and Enjay became Exxon Chemical Company U.S.A. (an operating division of Exxon Chemical Company, a division of Exxon Corporation); and

WHEREAS, on May 8, 1980, Exxon, U.S.A., Exxon Chemical Americas (formerly Exxon Chemical U.S.A.), and the Union agreed to discontinue the multiemployer bargaining unit and agreed to separate contracts;

WHEREAS, on December 1, 1999 Exxon Corporation and Mobil Corporation merged to become Exxon Mobil Corporation and at that time Exxon Company, U.S.A. became known as ExxonMobil Refining & Supply Company; and in 2001 Gulf Coast Industrial Workers Union affiliated with PACEIU to become Gulf Coast Industrial Workers Union PACEIU Local 4-2001;

WHEREAS, the Company and the Union desire to enter into an agreement for the purpose of collective bargaining concerning rates of pay, wages, hours of work, and other conditions of employment for the employees in the referred-to unit;

NOW, THEREFORE, it is agreed by and between the parties as follows:

Article One COVERAGE

- A. ExxonMobil recognizes the Union as the exclusive representative of its Production and Maintenance employees employed at its Baytown Refinery facilities for

the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

- B. Where the context and the circumstances require, the gender of all words used in this document shall include the masculine, feminine, and neuter; and the singular of all words shall include the plural and the plural, the singular.

Article Two

UNION AND COMPANY REPRESENTATIVES

- A. The Company and the Union will at all times refrain from interfering in each other's choice of official representatives.
- B. Upon certification by the Union to the Company that it has an official representative or representatives to represent the employees for the purpose of dealing with the Company on grievances, the Company will recognize and deal with such representative or representatives on such matters, subject to the provisions of this Agreement.

Article Three

DURATION OF CONTRACT

- A. This Agreement shall be effective April 15, 2003 and remain in force and effect through April 15, 2007 and for consecutive two-year periods thereafter unless terminated by either party by giving written notice not less than 60 nor more than 90 days in advance of termination of contract.
- B. The presentation of any proposal to change this Agreement will not forestall or in anywise prevent the automatic renewal of this Agreement. This is true irrespec-

tive of the scope of the proposal or the time it is presented.

- C. By mutual agreement, the parties may amend this Agreement at any time. For any Amendment to become effective, it must be signed by the President and Secretary of the Union and by an authorized representative of the Company.

Article Four FUNCTIONS OF MANAGEMENT

The Company shall retain all rights of management resulting from the ownership of its plant and facilities or pertaining to the operation of the business, except to the extent that such rights are limited by the provisions of this Agreement.

Article Five CONTROLLING EFFECT OF STATUTES

This Agreement is made subject to all valid and applicable laws, state and federal, and to all valid and applicable rules and regulations promulgated thereunder. The fact that one provision of this Agreement is invalid shall not cause the entire Agreement or any other provision to be invalid.

Article Six SIDE AGREEMENTS

- A. Any Side Agreement entered into after the date of this Agreement must be in writing and must be signed on behalf of both the Union (by its President and Secretary) and the Company to be binding. Any such Side Agreement may be terminated at any time by the Company or the Union notifying the other in writing of the desire to end it, unless the Side Agreement clearly states otherwise.

- B. The termination of any Side Agreement will not take away any rights or benefits which were received under it while the Side Agreement was in effect.
- C. The parties agree that the following side agreements currently in effect will be published in the contract. Other existing side agreements are not affected by this provision:
- a. March 7, 1969 — Re: Maintenance & Construction and Operations
 - b. January 30, 1978 — Improved Work Practices
 - c. January 30, 1978 — Supervisors Performing Mechanical Work, Commingling, and Specialization of Skills
 - d. January 30, 1978 — National Health Issues
 - e. April 15, 1983 — HSM Premium Payments, Political Action Committee, Stewards' Meeting
 - f. July 10, 1985 — Holdover Guidelines, Mechanical Coffee Break Guidelines
 - g. October 18, 1988 — Adjustable Work Hours
 - h. May 10, 1989 — Transfers
 - i. May 10, 1991 — Holidays
 - j. May 10, 1991 — Change in Regularly Scheduled Off Day
 - k. May 10, 1991 — Notice of Layoff and Severance
 - l. April 1, 1992 — Shift Exchange
 - m. October 3 — Safety Footwear Program
 - n. November 25, 1997 — SPOT Review Team
 - o. June 21, 2000 — Vacation
 - p. December 12, 2000 — Employees in Benefit Plan Effective 1/1/01
 - q. February 22, 2002 — Medical Subsidies
 - r. April 15, 2003 — Study of Starting Employment Higher Than Start Rate

Article Seven
TIME PAYABLE

- A. Normal straight-time earnings shall be paid an employee for time during a normal work schedule when he/she works or is absent with pay.

- B. An employee is absent with pay when he/she is off, during his/her normal work schedule, for one of the following reasons:
 - 1. Vacation.
 - 2. Death in the family.
 - 3. Jury service/witness service (as per Article Twenty-Five).
 - 4. Conferring with management.
 - 5. Election judge for county, state, and national elections.
 - 6. Pre-induction physical examination.
 - 7. Disability.

Article Eight
OVERTIME AND PREMIUM PAY RULES

- A. Wage earners and Wage-Hour subject salaried employees will be paid rate and one-half for:
 - 1. Time worked in excess of 8 hours in any 24-hour period. This provision does not require the payment of premium rates for approved shift exchanges between employees except when more than 8 hours are worked in a workday. (For rotating shift employees, the workday is from 11 p.m. to 11 p.m. For other employees, the workday is from midnight to midnight.) The premium-rate period may precede the straight-rate period where a premium rate is paid to satisfy some other rule.

2. a. Time worked on the employee's scheduled offdays and "callout" time on any day.
 - b. "Callout" time, for which a minimum of 2 and 7/10 hours will be allowed, shall be paid when an employee who, on his/her off time, is called and reports to work on a shift that is not his/her regularly scheduled shift.
3. a. Time worked on the first shift of a changed work schedule where the work hours have been changed and where 48 hours' notice has not been given. (If notice at the beginning of an employee's shift would have constituted 48 hours' notice, notification any time during that shift shall constitute 48 hours' notice.)

For purposes of this provision, a change of schedule will also include those instances where employees' schedules are changed to include scheduled overtime for turnaround or emergency work. This does not imply that a change of schedule occurs when an employee is held over or stays over to cover regular unscheduled overtime even if such unscheduled overtime is for an emergency.

- b. Time worked on the first shift of a changed work schedule if the change from the employee's regular work schedule causes his/her offdays to be changed. This provision shall not require the payment of premium rates for changes for training, permanent assignment, group and individual rotations of personnel on regular assignment, or employee's convenience or request.
- c. Time worked on the first shift after the employee has worked ten shifts on a changed work sched-

ule for which premium time was payable for the first shift under Subsection 3.b. above. If the changed work schedule is for emergency work or for turnaround work, rate and one-half will continue to be paid for time worked by an employee on the first shift following his/her completion of each nine shifts at straight time on the changed work schedule.

- d. Time worked on the first shift of an employee's regular work schedule, if the return to the regular work schedule is from a changed work schedule for the first shift of which premium time was payable under Subsection 3.b. above.
 - e. Employees who are due premium pay on a holiday in accordance with Article Eight, A.3., will receive the premium pay for the first regularly scheduled workday immediately following the holiday. (For purposes of this provision, a "change in schedule" is a change in shift or a change in offdays.)
4. Time worked continuously after the end of any regularly scheduled eight-hour shift. This provision does not require the payment of premium rates for approved shift exchanges between employees when time worked after the end of a regularly scheduled shift falls in another workday.
 5. Partial days of disability up to the remainder of eight hours only if the employee is working on his/her regular or changed schedule at premium rate and is relieved from duty because of illness or industrial injury.
 6. Time worked up to eight (8) hours on each day observed as a holiday.

B. Double rate will be paid for:

1. Time worked on the second offday of the workweek, provided the employee performs work on any part of the five regularly scheduled workdays and his/her first offday. A holiday observed or jury duty served on one of the five regularly scheduled workdays will be counted as time worked.

(For purposes of this provision, the workweek for rotating shift employees is from 11 p.m. Saturday to 11 p.m. Saturday. The workweek for other employees is Monday through Sunday.)

2. Time worked after the employee has worked eight hours on each day observed as a holiday.
- C. Two premium rates will not be paid for the same hours. Also, in the event rate and one-half and double rate are both applicable under the provisions of this Article, double rate shall be paid.

**Article Nine
PAYROLL DEDUCTIONS**

- A. Upon receipt from an employee of a properly executed "Payroll Deduction Authorization-Union Dues" in the form set forth below, the Company shall make deductions in accordance with the same and shall transmit to the Union the amount thereof within ten days after making such deductions.

- B. The form of "Authorization for Payroll Deduction for Union Dues" shall be as follows:

EMPLOYEES REPRESENTED BY THE
GULF COAST INDUSTRIAL WORKERS UNION
PACEIU LOCAL 4-2001

AUTHORIZATION FOR PAYROLL DEDUCTIONS
FOR UNION DUES PER MONTH

Name: _____
SSN: _____
Eff. Date : _____

DEDUCTIONS

Dues Yes
 No

Witness: _____
Employee Signature: _____
Date: _____

The amount of such dues shall be certified to the Company by the Secretary of the Gulf Coast Industrial Workers Union PACEIU Local 4-2001, and the Company may rely exclusively upon such certification of the Secretary as to the amount of regular monthly Union dues or as to any change in such amount and the effective date thereof.

This authorization will be canceled any time the employee is regularly assigned to a job in which he/she will no longer be represented by the Gulf Coast Industrial Workers Union PACEIU Local 4-2001.

This authorization may be canceled at any time by the employee giving ten days written notice to the Company.

Article Ten
HOLIDAY SCHEDULE AND RULES

A. Holiday Schedule

1. New Year's Day
2. Good Friday
3. Memorial Day (last Monday in May)
4. July 4
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Eve, except when Christmas Day falls on Monday or Thursday, in which event, the day after Christmas. (When Christmas Day falls on Sunday, the preceding Friday.)
9. Christmas Day
10. Floater - Each employee may select one (1) additional holiday at his/her option, provided the employee is on the payroll prior to July 1st. If the employee is on payroll July 1st or later, they are not eligible for the one (1) optional holiday of the applicable year.

Employees should select the optional holiday at least one week in advance. Requests to schedule an optional holiday on shorter notice will be considered; however, all selections are subject to the Supervisor's approval to assure adequate staffing.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively, and the holiday rules applied on those days, with the exception that employees scheduled to work on the calendar day of a holiday will observe the calendar day as the holiday.

B. Holiday Rules:

A holiday allowance amounting to 8 hours times the normal straight-time hourly rate shall be paid for each holiday. If the holiday falls within an excused absence of 7 days or less, the holiday allowance shall be paid. If the leave of absence is for a longer period, the holiday allowance is not payable.

**Article Eleven
RATES OF PAY**

- A.** The rates of pay for hourly classifications shall be as shown in Schedule A hereof for the term of this Agreement unless changed by mutual agreement.
- B.** When an employee is assigned to perform any work temporarily as long as 30 minutes in a classification other than his/her regular classification, the employee will be paid from the beginning of such assignment the rate applicable to the classification in which he/she is working unless the rate of pay for the classification in which the employee is working temporarily is less than that of the employee's regular classification, in which case the employee will receive the higher rate unless he/she is working on the lower classification as a result of a mutually agreed upon exchange of shift with another employee.
- C.** In establishing rates of pay for new classifications, the Company shall determine which three of the six largest refineries in the Houston, Texas City, and Sabine Areas, excluding the Baytown Refinery, pay to their production and maintenance employees the highest average rates. The Company shall then pay employees in these new hourly classifications at least the arithmetic aver-

age of the rates paid by these three refineries to their employees performing comparable work.

- D. In the event a wage reopener is negotiated, the Union shall have the right upon 60 days' advance written notice to the Company, to open negotiations on the subject of a general wage adjustment. In the event no agreement is reached by the end of the 60-day period or prior to the end of any mutually agreed-to extension thereof, the Union shall have the right to suspend Article Nineteen by serving five days' prior written notice thereof. During the said five-day period, negotiations shall continue at the request of either party. If no work stoppage occurs at the end of the five-day period, the Union's right to suspend Article Nineteen becomes invalid, unless by mutual agreement the parties agree to extend the five-day period.

Article Twelve CLASSIFICATIONS AND WORK ASSIGNMENTS

- A. In the assignment and distribution of work, the parties recognize the need for the Company to consider and take into account the knowledge and abilities of employees to the extent practicable and consistent with the need for satisfactory performance of work, the effective use of the work force and economical and efficient operation of the Baytown Refinery. It is accordingly agreed as follows:
1. In the performance of work, the Company shall have the right to assign Process employees and work to any process area or process classification, work assignment, or jobs. Process employees will not be required to perform mechanical or other nonprocess work outside of their assigned process areas. The Company shall further determine the

number of employees, if any, to be assigned to any process area, classification, work assignment, or job at any time. The Company shall have the further right to establish new process areas and prescribe, consolidate, transfer, or alter existing process areas; however, the Company will inform the Union of changes in process areas or the establishment of new process areas prior to making such changes. Current process areas are shown in Schedule B.

2. In the performance of work, the Company shall have the right to assign Mechanical employees to any mechanical group or mechanical classification, work assignment, or job. The Company shall further determine the number of employees, if any, to be assigned to any mechanical group, classification, work assignment, or job at any time. Current mechanical groups are shown in Schedule B.
3. The Company agrees that it will not assign an employee to any job or work assignment unless the Company reasonably believes that the employee has sufficient knowledge and ability to perform the assigned work in a safe and satisfactory manner. An alleged violation of A.3. of this Article shall be subject to the grievance and arbitration procedures of Article Fourteen and Article Fifteen of this Agreement. However, in any event, an employee shall be expected to perform to the best of his/her ability the work which he/she is assigned by the Company.

- B. The Company shall have the right to prescribe or alter the duties of classifications; and to create, fill, and place into effect new classifications at rates of pay as provided for in Article Eleven of this Agreement and place

the classifications in process areas, mechanical groups, or in departments.

Article Thirteen

SHIFT DIFFERENTIALS

Employees shall be paid a differential of \$1.50 an hour when working the No. 1 Shifts and a differential of 75¢ an hour when working the No. 3 Shifts.

Employees working the No. 2 Shifts shall be paid a differential of \$1.50 an hour for time worked before 7:30 a.m., provided they begin work before 7 a.m., and a differential of 75¢ an hour for time worked past the normal end of their No. 2 Shifts.

Article Fourteen

GRIEVANCE AND GRIEVANCE PROCEDURE

- A. A grievance is the situation which exists when an employee, a group of employees, or the Union feels injured, treated unfairly, or aggrieved because of the position taken by the Company or any member of management, in regard to a matter concerning wages, hours, working conditions, or any part of this Contract. The appropriate steward, upon notification of a grievance by an aggrieved employee or employees, shall have the right, with permission from the Steward's immediate supervisor, to investigate any conditions said by the aggrieved to have caused the grievance. In the event a grievance comes to the attention of the Union and the employee(s) affected elects not to pursue the matter, the appropriate Steward may process it in accordance with

the regular procedure. All grievances that the Union may elect to process shall be in accordance with the following procedures:

B. Grievance Procedure

1. First Step

The aggrieved and/or the appropriate Steward may request a conference with the appropriate Second-Line Supervisor or designee provided the grievance is submitted in writing within 30 calendar days from the date of the occurrence and the aggrieved and/or appropriate Steward notifies the appropriate First-Line Supervisor 5 days prior to filing of the grievance.

If the appropriate Second-Line Supervisor, or his/her designated representative does not hear the grievance within 15 days after the request for a conference has been made, or satisfy it within 15 days after the conference ends, the employee and/or the Union may present the grievance within 20 days to the Refinery Manager.

2. Second Step

If the Refinery Manager, or his/her designated representative, does not arrange such a conference within 15 days after the request is presented, or if the grievance is not satisfied within 15 days after the conference ends, the Union may if the grievance is arbitrable, that is if it involves an alleged violation of a provision of this Agreement, proceed to the arbitration procedure.

C. 1. For the purpose of computing the number of days

in this Article (Grievance Procedure), Saturdays, Sundays, and holidays shall not be counted.

2. The appropriate Stewards involved may be present at all conferences. The Union may designate an individual who is not the appropriate Steward in the event the appropriate Steward cannot be present. The Union Business Agent may be present at either step in the grievance procedure.
3. At the first step, there may be as many as three Union Stewards, besides the grievant, at any conference where a grievance is heard or presented. This number may be increased to as many as five at the second step.
4. The Company's answer to the grievance shall be in writing.
5. If the Company and the employee adjust a grievance, then
 - a. The adjustment must be consistent with this Agreement, and
 - b. The Union Steward must be given an opportunity to be present at the adjustment of an alleged violation of the contract.
 - c. By mutual consent of the parties, a written answer by the Company may be waived.

Article Fifteen ARBITRATION

If the grievance is not adjusted under the steps provided

in Article Fourteen, and if it involves an alleged violation of a provision of this Agreement, then upon written demand by the Union the dispute may be referred within 30 days following the decision of the Manager, or his/her designated representative, to the arbitration procedure. Upon receipt of a written demand for arbitration, the Company and Union shall meet to reduce to writing the question to be submitted to the Arbitrator. In the event the Union and Company fail to agree upon the question to be submitted prior to the convening of the arbitration hearing, the Arbitrator shall decide the question at the beginning of the hearing.

The Company and the Union shall each select one representative. These representatives shall make a joint request to the Federal Mediation and Conciliation Service to name a panel of five qualified Arbitrators. The representatives shall select the Arbitrator from this panel by alternately striking names until four have been stricken. A toss of the coin shall determine whether the Union or the Company shall strike the first name. The remaining member of the panel shall be the Arbitrator. No one can be an Arbitrator in more than one grievance between the parties during any six-month period. The six-month period shall begin on the first day of a hearing. An Arbitrator must be selected and a hearing scheduled within 12 months of the day a grievance is appealed to arbitration.

The Arbitrator shall have the authority only to interpret and apply the provisions of this Agreement and shall not have authority to alter or add to it in any way. The decision of the Arbitrator shall be final and binding on the Company and the Union for the duration of this agreement.

The Company shall not be obligated to pay any employee for work time lost in attending an arbitration hearing. The fees and expenses of the Arbitrator shall be borne equally by the parties.

In cases involving termination of employment, the parties shall:

- Meet within ten working days following appeal to arbitration to reduce to writing the question to be submitted to the Arbitrator.
- Request a panel of Arbitrators within five working days after reducing the question to writing.
- Select the Arbitrator within ten working days following receipt of the panel of Arbitrators.
- Establish a date for the hearing within 15 working days following notification by the Arbitrator. The hearing shall be scheduled within 90 calendar days.
- Request that the Arbitrator render an answer within 60 calendar days of the close of the hearing.

Article Sixteen
UNION-MANAGEMENT CONFERENCES

- A. The official acts of officers and committee members of the Union shall be construed as the official acts of the Union, not of the individuals, and shall not reflect upon the work or standing of such persons.
- B. From time to time, meetings may be held by mutual agreement to deal with urgent matters or matters of mutual interest. The Union President, Vice Presidents, Secretary, and members of the Board of Stewards, who are released with permission, will not suffer a loss of pay for reasons of attending such meetings.

Article Seventeen BULLETIN BOARDS

The Company will provide and maintain bulletin boards in such number at such locations within the Baytown Refinery as the parties may agree upon from time to time. Such bulletin boards may be used by the Union for the posting of notices which are of general interest to its members, provided no notices of a controversial or political character be posted.

All Union notices shall be signed by either the President, Vice Presidents, Secretary, or the Business Agent of the Union before posting.

Article Eighteen FREEDOM OF EMPLOYEES

The Company and the Union shall refrain from any and all forms of interference, intimidation, and coercion by word or deed, in the rights of an employee to exercise his/her freedom of action in joining or not joining any labor organization, church, society, or fraternity. The Company and the Union shall refrain from any form of discrimination against an employee because of race, color, religion, age, sex, national origin, handicap, and veteran's status.

Article Nineteen INDUSTRIAL PEACE

The Union agrees that neither it nor any of the employees covered by this Agreement will collectively or individually engage in or participate, directly or indirectly, in any strike, slowdown, stoppage or other interference of production or work during the term of this Agreement, except as stated in Article Eleven, and the Company agrees that there shall be no lockout during the term of this Agreement.

The Company and the Gulf Coast Industrial Workers Union PACEIU Local 4-2001 agree that:

- A. The Union will give 60-days advance written notice to the Company before the Union or any employee covered by this Agreement, either collectively or individually, engages or participates in, directly or indirectly, any strike, slowdown, stoppage or other interference of production or work.
- B. The Company will give 60-days advance written notice to the Union before any Company lockout.
- C. Neither the Union nor the Company may give its 60-day written notice before April 15, 2007.
- D. All provisions of the collective bargaining agreement will be extended until the earlier of:
 - (1) expiration of the 60-day period after the above-described notice is given, or
 - (2) the effective date of a new collective bargaining agreement between the parties.

Article Twenty WORKING RULES

As a means of directing the working force, directing and controlling operations of the Plant, and maintaining discipline and appropriate standards of both individual and group conduct, the Company will from time to time, as it deems advisable, publish working rules. The application of such rules shall not be in conflict with any provision of this Agreement.

Article Twenty-One
MEALS FOR OVERTIME

- A. An employee required to work more than 11 consecutive hours shall be furnished a lunch by the Company, except on the occasion of the annual shift exchange for rotating shift employees. An employee who works into the No. 2 Shift after having worked the No. 1 Shift will be furnished a breakfast and a noon lunch if he/she works through those meal periods.

- B. An employee scheduled out before his/her regular shift involving sixteen (16) hours total time on the job shall be furnished with a meal by the Company at the meal period involved after the employee has worked eight (8) hours.

- C. An employee called to work without sufficient notice to obtain a lunch will be furnished a lunch for each meal period involved even though he/she is not required to work more than 11 consecutive hours.

- D. An employee who works more than two consecutive hours beyond his/her scheduled shift will be eligible for a meal allowance of \$7.00 in his/her paycheck. An employee who works more than three consecutive hours beyond his/her shift will have the option to receive an overtime lunch in lieu of the meal allowance. (Note: Only one will apply - an allowance or a meal.)

Article Twenty-Two
SPECIAL LEAVES OF ABSENCE

- A. The Company agrees that it shall upon request of the Union grant special leaves of absence without pay for participation in Union activities to a maximum of three employees for a period up to two years in each case, provided request is made 30 days prior to the beginning

of each leave. Within a contract year, additional special leaves up to a maximum combined total of 130 working days shall be granted for participation in Union activities, provided each separate leave shall be requested as many working days in advance as the duration of the leave, up to a maximum of 10 days. An employee granted such leave shall continue to accrue seniority in the division or department to which he/she was assigned at the beginning of the leave and shall be entitled to return to the appropriate process area or mechanical group at the end of the leave if he/she is still qualified. In all other respects, an employee on such special leave shall assume the same status as an employee on a regular leave of absence.

- B. Upon employee request, the Company may, at its discretion, grant special leaves of absence for periods not to exceed two years for the purpose of temporary work assignments outside the Baytown Refinery. An employee granted such leave shall continue to accrue seniority in the division or department to which he/she was assigned at the beginning of the leave and shall be entitled to return to the appropriate process area or mechanical group at the end of the leave if he/she is still qualified.

Article Twenty-Three

LEAVE DUE TO DEATH IN IMMEDIATE FAMILY

An employee, irrespective of length of service, will be allowed a reasonable time at straight rate for a period not to exceed 3 regularly scheduled workdays for time lost because of death in employee's immediate family. The term "immediate family" is interpreted as meaning wife, husband, child, brother and sister, mother and father, grandfather, grandmother, grandchild, mother-in-law and father-in-law, brother-in-law and sister-in-law, son-in-law and daughter-in-law, and other relatives who are members of the employee's immediate household. The term "immediate family" shall also be

interpreted so as to include equal coverage of the above-designated relatives of employee and spouse. The application of this provision shall be limited to maintenance of normal straight-time earnings and shall not apply to an employee who is off the job due to disability, leave of absence, etc. Allowance for death in an employee's immediate family that may occur while the employee is on vacation is to be handled in accordance with the provisions of Article Thirty F. The day on which death occurs may be counted as one of the 3 days for which pay may be allowed.

Article Twenty-Four HEALTH AND SAFETY

The Company agrees to make every reasonable effort (1) to maintain sanitary and healthful working conditions; (2) to prevent industrial accidents; (3) to provide adequate hospitalization at Company expense for the care of employees injured in the line of duty; and (4) to provide health supervision by a competent medical staff.

Article Twenty-Five JURY AND WITNESS SERVICE

Employees required to perform jury service on a day during which they are scheduled to work shall notify their supervisor at least 24 hours prior to the time they are scheduled to begin jury service. Employees who give such notice shall be paid for their scheduled hours of work at straight-time rates and shall be permitted to retain their jury pay. Employees are not required to report for work on any day on which jury service is performed.

Employees required to appear under subpoena at a court proceeding as a witness in a criminal trial on a day during which they are regularly scheduled to work shall notify their supervisor at least 24 hours prior to the time they are sched-

uled to appear in court. Employees who are not defendants in said trials and who give such notice shall be reimbursed for no more than the difference between their normal straight-time earnings and the fee to which they are entitled as a witness.

Article Twenty-Six DISCIPLINE AND DISCHARGE

- A. The first eighteen months of an employee's continuous active service for employees hired on or after April 15, 2003 (12 months for employees hired before April 15, 2003), shall be considered as temporary, and termination of employment within that time may be made at the discretion of the Company.
- B. The Company shall have the right to discipline and discharge employees for just cause. The commission of the offenses listed in Schedule C shall be just cause to render an employee liable to discharge on first offense. In the event of discharge, the Company will give the employee and, at his/her request, the Union a written statement giving the reason or reasons for the discharge.

Article Twenty-Seven BENEFIT PLANS

- A. Effective May 1, 1980, the Company agrees to pay the insurance carrier selected by the Union, and acceptable to the Company, for a Company-approved dental assistance plan while said contract is in force:
 - \$15.50 each month or the total premium, whichever is less, for each employee insured under said contract.
- B. This Agreement shall not affect the eligibility of employees for participation in any Company benefit plan,

life insurance plan, pension plan and savings plan, dependency pay for military leave and military leave pay, or any other Company benefit plan now in effect, all of which plans and programs shall be governed by their separate provisions. This provision, however, is not a waiver of such right as the Union has to bargain concerning these plans.

Article Twenty-Eight TRANSFERS

- A. For the purpose of this Agreement, a transfer is a change from the hourly to the salaried roll, or vice versa, or is an assignment other than a promotion or reduction in forces in which the employee's classification or location is changed on the personnel records.
- B. The designation of the employees to be transferred in or to a process area or mechanical group and the determination of the number of employees needed in all transfers rest with the Company.

Article Twenty-Nine PLANT LAYOFFS

- A. The Union agrees to support, within the framework of this collective bargaining agreement, the Company's effort to maintain and improve its competitive position. The Company will, to the extent possible, continue its past practice of letting normal attrition, retraining, and other programs short of layoff, offset staffing surplus which may develop.
- B. The determination of the necessity for a layoff, as well as the determination of the number of employees to be laid off, is a function of the Company and must rest with it. However, the Company will not contract normal maintenance work customarily performed by em-

ployees covered by this Agreement which will result in the layoff of present employees qualified to perform the work, or prevent the reemployment of qualified persons who have been laid off for a period of one year or less.

- C. If the Company finds it necessary to lay off employees, the employees shall be laid off in the following manner:

Employees hired after April 15, 1983, who are laid off shall be those with the least Plant seniority in the surplus classification(s). The classifications are Process Technician, Mechanical Crafts, Instrument Technician, and Materials Technician.

Employees who are transferred to the Baytown Refinery from other Exxon locations, and who were on the Exxon payroll on or before April 15, 1983, shall be laid off on the basis of least Plant seniority without regard to classification.

Employees hired before April 15, 1983, who are laid off shall be those with the least Plant seniority without regard to classification.

- D. Individuals laid off during the preceding 12 months shall be offered reemployment when permanently needed in the order of Plant seniority, provided nothing has happened in the meantime to render them unfit to do the work. Offers of reemployment under this Article shall be made by registered letter, return receipt requested, to the last known addresses of former employees and shall remain open for 15 calendar days after postmark date.

Article Thirty
VACATIONS

See Side Letter Dated June 21, 2000

- A. Each employee is eligible for vacation with pay in accordance with the following schedule:

<u>Service</u>	<u>Vacation</u>
After 6 Months	*1 Week
After 1 Year	*1 Additional Week
2 through 4 Years	2 Weeks
5 through 9 Years	3 Weeks
10 through 19 Years	4 Weeks
20 through 29 Years	5 Weeks
30 or more Years	6 Weeks

*May be taken together after 1 year.

- B. Service for purposes of this Article shall be Company-accredited service, the last year of which shall have been continuous service.
- C. Vacation payments will be made in accordance with an employee's normal working schedule. In addition to the regular vacation payment, a Wage-Hour subject employee will be paid eight hours at straight rate for any scheduled holiday that falls within his/her vacation.
- D. If an employee becomes disabled prior to the commencement of his/her vacation, and the employee's disability absence extends into his/her scheduled vacation period, the vacation shall be postponed and, upon the employee's return to work, another period assigned.
- E. If an employee becomes disabled within a vacation and the disability continues for seven consecutive calendar

days or longer, the portion of the vacation during which the employee is disabled shall be suspended provided the disability is approved by the Company.

- F. If death occurs in the immediate family of an employee during the employee's vacation, he/she shall receive the allowance for death in immediate family as is necessary under the circumstances. That portion of the vacation canceled by the allowance due to death of a member of the employee's immediate family will, at the discretion of the Company, be added to the vacation period originally scheduled or taken at some future date within the current calendar year.
- G. If an employee is unable to take his/her entire vacation during the calendar year in which it is due because of disability, leave of absence, or an unusual work situation in which the Company requests the employee to defer his/her vacation, the deferred vacation shall be completed as soon as it can conveniently be scheduled in the following year.
- H. An employee who will be eligible for an additional week of vacation later in the calendar year by reason of service may take that week of vacation immediately following the vacation to which he/she is otherwise eligible.
- I. Normally a week of vacation is a period of seven consecutive calendar days and begins on one of the employee's workdays; however, vacations for rotating shift employees shall be scheduled for entire work periods, except in those instances where the employee has insufficient days of vacation remaining to be off for the entire work period. Where scheduling will permit, a vacation may be split and taken in separate periods of one or more weeks each.

- J. Employees who retire during the year may be granted their vacation before their retirement date if it can be scheduled.
- K. An employee laid off for lack of work shall be paid (in lieu of vacation) the amount he/she would be paid if he/she took his/her vacation beginning on the date he/she was laid off.
- L. An employee who is discharged for just cause will be paid for any vacation not already taken.
- M. An employee may be permitted to take one or more days of his/her remaining vacation at a time other than when it is scheduled. A maximum of three weeks (15 days) vacation may be taken in this manner. Eight-hour shift employees may take up to three of their 15 one-day vacations in one-half day increments on either the first half or last half of the shift.
- N. Subject to Company approval, employees regularly assigned to nonrotating shifts may defer up to one week (five workdays) and employees regularly assigned to rotating shifts in Process may defer up to one week (either five or six workdays) of their current year's vacations to be taken in the subsequent year. The request for such deferral may be made by the employee at any time during a calendar year. An employee's regular rate of pay in effect at the time the deferred vacation is taken will apply.
- O. To the extent consistent with efficient operations, the Company will respect and take into account the preference of employees within a particular department in determining the method of scheduling vacations for those employees.

Article Thirty-One
COPY OF CONTRACT

- A. The Company agrees to furnish a printed copy of this Agreement to each of its present employees in the bargaining unit and to each new employee when hired.
- B. The Company will furnish the Union a "Draft" copy of the new Agreement within fourteen (14) days of the Union's ratification of the Agreement.

Upon return receipt from the Union of the "Draft" copy of the Agreement, the Company shall have forty-five (45) days to provide the Union with a "Final Proof" from the printer. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Upon receipt of the approved "Final Proof" of the Agreement from the Union, the Company shall have not more than sixty (60) days to furnish a printed copy of the Agreement to each employee represented by the Union. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Article Thirty-Two
ELECTION JUDGES

Employees serving as election judges shall be excused from duty to serve at all county, state, and national elections; and while performing at elections during periods that they would otherwise be on duty, they shall receive full pay at regular rates (excluding overtime), and shall be permitted to retain their election judge pay.

Article Thirty-Three
EFFECT OF AGREEMENT

If one party violates this Agreement, commits an unfair labor practice, violates the law, refuses to amend this Agreement, or refuses to do something this Agreement does not require, that fact will not excuse the other parties or any employee from performing the obligations imposed on the parties or any employee by this Agreement.

Article Thirty-Four
MECHANICAL DIVISION
(Hourly Classifications)

A. Computing Seniority

1. Seniority Definitions

a. Classification Seniority — Classification seniority shall include:

- (1) the period of time that an employee is regularly assigned to a particular classification or to a classification of higher pay within the same line of promotion (the period of accrued time of any employee under this provision as of April 15, 1969, shall be counted as seniority time to any classification to which an employee is assigned subsequent to April 15, 1969); and**
- (2) the period of time that an employee presently in a mechanical group classification was regularly assigned to craft and helper jobs in craft in any other Exxon Refinery; and**

- (3) the period of time that an employee is on an approved military leave of absence with seniority to accrue on the mechanical group classification (or on the classification of the craft, if prior to April 15, 1969) to which he/she was regularly assigned prior to military service - the employee returning from military service will be senior to all employees on the classification to which he/she returned from military service who were junior to the employee at the time he/she entered military service; and
 - (4) the period of time that an employee works on equal or higher classifications in another department or division provided the work that the employee has been performing is transferred to the mechanical group classification coincident with his/her transfer to the mechanical group classification.
- b. **Mechanical Group Seniority** — Mechanical Group seniority shall be the period of time or equivalent time that an employee is regularly assigned to the Baytown Refinery Mechanical Division and/or the Baytown Chemical Plant Mechanical Division, excluding time in the Labor Department. It shall include the period of time that an employee is on an approved military leave of absence. An employee who may accumulate Classification seniority as provided in A.1.a. of this Article shall receive comparable Mechanical Group seniority.
- c. **Plant Seniority** — Plant seniority of an employee at the Baytown Refinery on February 11, 1960 (including an employee not covered by this Agree-

ment) shall be the amount of time an employee is a regular employee of the Humble Oil & Refining Company (a Delaware Corporation), and the Humble Oil & Refining Company (a Texas Corporation), and the Humble Pipe Line Company of Texas, plus all time he/she is a regular employee in the Baytown Refinery and the Baytown Chemical Plant after February 11, 1960.

Plant seniority of an employee hired or transferred to the Baytown Refinery or the Baytown Chemical Plant after February 11, 1960, shall be the amount of time he/she is a regular employee at the Baytown Refinery or the Baytown Chemical Plant after such date.

Plant seniority of an employee transferred out of the Baytown Refinery or the Baytown Chemical Plant after February 11, 1960, shall be retained.

- d. Seniority Termination — All seniority shall be broken and an employee shall retain no seniority credit in the following cases:
- (1) Absence due to layoff in excess of one year.
 - (2) Failure to report in 15 days when recalled from layoff, except when an extension is granted by the Company.
 - (3) Discharge for just cause.
 - (4) Resignation.
- e. Senior Employee — The employee who has the most Classification seniority, as defined in A.1.a. of this Article, shall be the senior employee. If the Classification seniority of two or more employees is equal, the employee who has the most

Mechanical Group seniority, as defined in A.1.b. of this Article, shall be the senior employee. If the Classification and Mechanical Group seniority of two or more employees is equal, the employee who has the most Plant seniority, as defined in A.1.c. of this Article, shall be the senior employee. If the Classification, Mechanical Group, and Plant seniority of two or more employees is equal, the employee who is the oldest in age shall be the senior employee.

2. Other Seniority Credits

An employee transferred before or after the date of this Agreement from a classification now covered by this Agreement to a job not covered by this Agreement shall retain all seniority that accrued prior to his/her transfer. No Mechanical Group or Classification seniority shall accrue on the job not covered by this Agreement.

If such employee is removed from a job not covered by this Agreement, he/she may be returned to the classification covered by this Agreement which he/she last held, provided he/she is senior to the last employee reduced from that classification, if any.

B. Promotions

1. Procedure for Making Promotions

Promotions to the classification of Mechanical Crafts and Instrument Technician shall be made in accordance with the provisions of D, Formal Training Programs, of this Article.

C. Reductions in Force

The determination of the necessity for reduction in forces, as well as the determination of the number of employees to be reduced and the mechanical group classification from which reductions must be made, is a function of the Company and must rest with it. However, to insure fair treatment of all employees in the event of reduction in forces, it is agreed that the following procedures shall be observed:

1. Reduction Within a Classification

When a surplus of manpower exists in a mechanical group classification, all employees in that mechanical group classification shall be pooled and the junior employees in the classification where the surplus exists shall be reduced. The Company may transfer them to Trainee Programs or to other divisions. Such reductions shall be made in accordance with the following rules:

- a. All Mechanical Crafts-Starting or Instrument Technicians-Starting within the classification where the surplus exists shall be reduced in the reverse order of their seniority before other employees are reduced. Likewise, Mechanical Crafts-After 6 Months, After 12 Months, After 24 Months, and After 36 Months, in that order, shall be reduced in the reverse order of seniority before other reductions out of the Mechanical Crafts or Instrument Technician classifications are made.
- b. If additional reductions out of a classification are made, the junior Mechanical Crafts or Instrument Technician as determined by the provisions of A.1.e of this Article shall be reduced.

- c. Employees moved from their classification because of being surplus shall be offered the opportunity to return when permanently needed in the classification from which they were last reduced. Such returns shall be made in the reverse order in which the employees were reduced, provided nothing has happened in the meantime to render them unfit to fill the requirements of the job. If an employee declines to return to the job at the time of the original offer, the obligation shall have been fulfilled.

D. Formal Training Programs

1. The Company agrees to conduct or arrange for Training Programs for the purpose of offering opportunities for qualified employees to become Mechanical Crafts or Instrument Technicians when, in the opinion of the Company, the need for such programs exists. In order to enable them to pass the qualifying tests for entrance into the programs, some employees may elect to take outside courses of study on their own time. Employees who satisfactorily complete outside study courses approved by the Company will be reimbursed for their expenses for textbooks and tuition.
2. It is the intent of the parties to this Agreement that trainees shall be treated without discrimination. Trainees who feel that they have been discriminated against shall have recourse to the grievance and arbitration procedures.
3. The number of employees to be placed in the Training Programs, and the standards required for admission to, progression in, and elimination from, and completion of such programs, shall be deter-

mined by the Company. Changes in standards will not affect employees who have already entered such Training Programs.

4. The duration of the program shall be three years and the progression rates of pay and classifications shall be set out in Schedule A of this Agreement.
5. Employees entering the Training Program after March 20, 1969, may be required to attend and satisfactorily complete a total of 324 hours of job-related classes over a period of three years on their own time, with a maximum of 132 hours each year and no more than two scheduled three-hour classes per week, excluding makeup classes.
6. Trainees shall be ineligible for slides during their participation in the Training Program.
7. Trainees will be given periodic tests and examinations on a uniform basis to qualify them for progression within the Training Program.
8. Trainees who fail to satisfactorily meet the requirements of academic and/or "on the job" training shall be terminated.
9. Upon satisfactory completion of the requirements of the Training Program, the trainee will be promoted to the classification of Mechanical Crafts-After 36 Months or Instrument Technician-After 36 Months and will be awarded a certificate signifying that he/she has satisfactorily completed the Training Program. When two or more employees are enrolled in training at the same time, they shall maintain their relative seniority positions that existed at the time of enrollment after completion of training and advancement to the classification of

Mechanical Crafts or Instrument Technician.

E. Additional Training or Retraining

As the need arises from time to time, employees may be required to take training to keep pace with changing conditions or work requirements. This training shall be on Company time and for the purpose of improving their performance in current jobs or to qualify them for consideration for other assignments. In any event, all mechanical employees will be expected to perform assigned work to the best of their ability.

F. Temporary Assignments

1. Employees may be temporarily loaned into a classification, department, or division from other classifications, departments, or divisions and will receive the rate of pay as provided in Article Eleven B: provided that in filling temporary assignments of more than one week's duration, all available employees who have been reduced from said classification or department (under Reductions in Force provisions of C of this Article) shall first be offered the opportunity to fill the temporary assignment if they are entitled to return permanently under the provisions of C of this Article.
2. For such temporary assignments, the employee's regular classification shall not be changed.

G. General Provisions

1. An employee who is absent on the day a transfer, promotion, or reduction is made shall nevertheless have the seniority status he/she would have had if he/she had been working on that day. The employee's pay on the new classification shall become effective the day he/she returns to work.

2. In administering the provisions of this Article, the Company shall not be required to assign or retain an employee on any classification for which he/she is unqualified.
3. First-class Crafts as of April 15, 1969, will maintain their craft identification. These craft identifications are closed to entry after April 15, 1969. All other employees will be identified in accordance with Schedules A and B.

H. Normal Hours of Work

<u>Shift 1</u>	<u>Shift No. 2</u>	<u>Shift No. 3</u>
11:30 p.m.-7:30 a.m.	7:00 a.m.-12:00 Noon	4:00 p.m.-12:00 m.n.
12:00 m.n.-8:00 a.m.	12:30 p.m.-3:30 p.m.	4:30 p.m.-12:30 a.m.
	7:30 a.m.-12:00 Noon	
	12:30 p.m.-4:00 p.m.	

The number of employees assigned to other hours of work shall be kept to a minimum.

The workweek shall start at 11:30 p.m. Sunday and end at 11:30 p.m. the following Sunday.

Article Thirty-Five MATERIALS DIVISION

A. Computing Seniority

1. Seniority Definitions

a. Department Seniority

Department seniority shall include the period of time an employee is regularly assigned to hourly and salaried jobs at the Storehouse including the periods of time that an employee works tempo-

rarily outside Stores while retaining his/her regular classification.

b. Plant Seniority

Plant seniority of an employee at the Baytown Refinery on February 11, 1960 (including an employee not covered by this Agreement) shall be the amount of time an employee is a regular employee of the Humble Oil & Refining Company (a Delaware Corporation) and the Humble Oil & Refining Company (a Texas Corporation) and the Humble Pipe Line Company of Texas, plus all time he/she is a regular employee in the Baytown Refinery or Baytown Chemical Plant after February 11, 1960.

Plant seniority of an employee hired or transferred to the Baytown Refinery or the Baytown Chemical Plant after February 11, 1960, shall be the amount of time he/she is a regular employee at the Baytown Refinery or the Baytown Chemical Plant after such date.

Plant seniority of an employee transferred out of the Baytown Refinery or the Baytown Chemical Plant after February 11, 1960, shall be retained.

c. Seniority Termination

All seniority shall be broken and an employee shall retain no seniority credit in the following cases:

- (1) Absence due to layoff in excess of one year.
- (2) Failure to report in 15 days when recalled from layoff except when an extension is granted by the Company.

(3) Discharge for just cause.

(4) Resignation.

d. Senior Employee

(1) The employee who has the most Department seniority as defined in A. 1. of this Article shall be the senior employee. If the Department seniority of two or more employees is equal, the employee who has the most Plant seniority as defined in A. 1.b. of this Article shall be the senior employee. If the Plant seniority of two or more employees is equal, the employee who is the oldest in age shall be the senior employee.

2. Other Seniority Credits

An employee transferred before or after the date of this Agreement from a classification now covered by this Agreement to a job not covered by this Agreement shall retain all seniority that accrued prior to his/her transfer. No Department seniority shall accrue on the job not covered by this Agreement. If such employee is removed from a job not covered by this Agreement, he/she may be returned to the classification covered by this Agreement which he/she last held, provided he/she is senior to the last employee reduced from that classification, if any. If the employee is not senior to the last employee reduced from that classification, he/she will be placed in the next lower classification in which he/she is senior to the last employee reduced, if any.

B. Promotions

1. Procedure for Making Promotions

Promotions to the classification of Materials Technician shall be made in accordance with the provisions of the Formal Training Program of three years' duration applicable to Materials Technicians.

C. Reductions in Force

The determination of the necessity for reduction in forces, as well as the determination of the number of employees to be reduced and the classifications from which reductions must be made, is a function of the Company and must rest with it. However, to insure fair treatment of all employees in the event of reduction in forces, the following procedures shall be observed:

1. Reductions From The Division

The junior surplus employees shall be removed as follows:

- a. If an employee formerly worked in another classification or line of promotion covered by this Agreement, he/she may be returned to the classification or line of promotion in which he/she last worked before transferring to Stores with seniority credits for all time worked at Stores, provided the employee is senior to the last employee reduced from that classification, if any. If the employee is not senior to the last employee reduced from that classification, he/she will be placed in the next lower classification in which he/she is senior to the last employee reduced, if any. If the employee cannot be assigned to such classification because of its elimination or otherwise, he/she may be assigned to some other department or division provided a permanent need exists and he/she is qualified to perform the work.

- b. If an employee has not worked in another classification covered by this Agreement, he/she may be assigned to some other department or division provided a permanent need exists and he/she is qualified to perform the work.
- c. Employees reduced because of being surplus shall be offered an opportunity to return when permanently needed in the reverse order in which they were reduced. If an employee declines to return at the time of the original offer, the obligation shall have been fulfilled.

D. Temporary Assignments

1. Employees may be temporarily loaned into a department or division from other departments or divisions and will receive the rate of pay as provided in Article Eleven B.
2. For such temporary assignments, the employee's regular classification shall not be changed.

E. Formal Training Program

1. The Company agrees to conduct or arrange for a Training Program for the purpose of offering opportunities for qualified employees to become Materials Technicians when, in the opinion of the Company, the need for such a program exists.
2. The number of employees to be placed in the Training Program and the standards required for admission to, progression in, elimination from, and completion of such program shall be determined by the Company. Changes in standards will not affect employees who have already entered such a program.

3. The duration of the program shall be three years and the progression rates of pay and classifications shall be set out in Schedule A of this Agreement.
4. Employees entering the Training Program after March 20, 1969 may be required to attend and satisfactorily complete a total of 324 hours of job-related classes over a period of three years on their own time, with a maximum of 132 hours each year and no more than two scheduled three-hour classes per week, excluding makeup classes. Trainees will be given periodic tests and examinations to determine their qualifications for progression in the Training Program. Trainees who fail to satisfactorily meet the requirements of academic and/or "on the job" training shall be terminated.
5. Trainees shall be ineligible for slides during their participation in the Training Program.
6. Upon satisfactory completion of the requirements of the Training Program, the trainee will be promoted to the classification of Materials Technician-After 36 Months and will be awarded a certificate signifying that he/she has satisfactorily completed the Training Program.

When two or more employees are enrolled in training at the same time, they shall maintain their relative seniority positions that existed at the time of enrollment after completion of training and advancement to the classification of Materials Technician.

F. Additional Training or Retraining

As the need arises from time to time, employees may be required to take training to keep pace with changing conditions or work requirements. This training shall be on

Company time and for the purpose of improving their performance in current jobs or to qualify them for consideration for other assignments. All Stores employees will be expected to perform assigned work to the best of their ability.

G. General Provisions

1. An employee who is absent on the day a transfer, promotion, or reduction is made shall nevertheless have the seniority status he/she would have had if he/she had been working on that day, although his/her pay on the new classification shall become effective the day he/she returns to work.
2. In administering the provisions of this Article, the Company shall not be required to assign an employee to any job he/she is not capable of performing satisfactorily.

H. Normal Hours of Work

<u>Shift No.1</u>	<u>Shift No. 2</u>	<u>Shift No. 3</u>
12:00 m.n. - 8:00 a.m.	7:00 a.m. - 12:00 Noon	4:00 p.m. - 12:00 m.n.
	12:30 p.m. - 3:30 p.m.	4:30 p.m. - 12:30 a.m.
	7:30 a.m. - 12:00 Noon	
	12:30 p.m. - 4:00 p.m.	
	7:30 a.m. - 12:00 Noon	
	1:00 p.m. - 4:30 p.m.	

The number of employees assigned to other hours of work shall be kept to a minimum.

The workweek shall start at 12:01 a.m. Monday and end at 12:00 m.n. the following Sunday.

Article Thirty-Six PROCESS

Article Thirty-Six is in effect. Notwithstanding Article Thirty-Seven of this Agreement, the Company reserves the right to establish Process Shifts in accordance with this Article. In that regard Article Thirty-Six will not be deemed inconsistent with Article Thirty-Seven.

A. Computing Seniority

1. Seniority Definitions

a. Process Seniority

- (1) Process seniority of an employee regularly assigned in Process on February 11, 1960, is the amount of time he/she has been or is regularly assigned in Process at the Baytown Refinery or the Baytown Chemical Plant, plus the amount of time he/she served in any other Humble Refinery in Texas in assignments comparable to those in Process at the Baytown Refinery or the Baytown Chemical Plant.**
- (2) Process seniority of an employee not regularly assigned in Process on February 11, 1960, is the amount of time he/she has been or is regularly assigned in Process at the Baytown Refinery or the Baytown Chemical Plant.**

b. Plant Seniority

- (1) Plant seniority of an employee regularly assigned to the Baytown Refinery on February 11, 1960, is the amount of Company seniority of the employee as of such date, plus all time the employee is regularly assigned to the**

Baytown Refinery or the Baytown Chemical Plant after February 11, 1960.

- (2) Plant seniority of an employee who was not regularly assigned to the Baytown Refinery on February 11, 1960, is the amount of time that such employee is regularly assigned to the Baytown Refinery or the Baytown Chemical Plant.

c. Company Seniority

Company seniority is the amount of time an employee is a regular employee of the Humble Oil & Refining Company (a Delaware Corporation) and the Humble Oil & Refining Company (a Texas Corporation), the Humble Pipe Line Company of Texas, the Enjay Chemical Company, Exxon Chemical Americas, and Exxon Company, U.S.A.

d. Senior Employee

The employee who has the most Process seniority is the senior employee. If the Process seniority of two or more employees is equal, the employee who has the most Plant seniority is the senior employee. If the Process and Plant seniority of two or more employees are equal, the employee who has the most Company seniority is the senior employee. If the Process, Plant, and Company seniority are equal, the employee who is the oldest in age is the senior employee.

2. Other Seniority Credits

In addition to the seniority credits provided for in A.1., all types of seniority shall include the following:

- a. *Periods of military service for which an employee is entitled by law to seniority credit.*
- b. *Periods of excused absence for personal reasons where the total absence is less than 31 days.*
- c. *Periods of layoff since January 1, 1963; if the layoff exceeds 12 months, only 12 months' seniority credit shall be allowed.*
- d. *Periods of temporary assignment within the Baytown Refinery or the Baytown Chemical Plant outside the bargaining unit, or within the bargaining unit outside of Process.*
- e. *Periods of permanent assignment outside the bargaining unit in accordance with the following rule:*

An employee moved from a classification in Process after February 11, 1960 to a classification not in the bargaining unit shall receive seniority credit for the time spent outside the unit up to a maximum of 12 months.

- f. *Periods of a loan to or employment with an affiliated company or of special leave for nonmilitary government service or for participation in union activities; if the period involved is in excess of 24 months, only 24 months' seniority credit shall be allowed.*
- g. *The parties to this Agreement recognize that special circumstances may justify seniority credit in excess of the times provided above or in circumstances not covered above. When either party desires that one or more employees receive seniority credit in such special circumstances, the*

parties shall confer to determine if agreement can be reached on the crediting of seniority for such employee or employees.

3. Seniority Termination - An employee shall retain all seniority credited to him/her unless he/she:
 - a. Fails to exercise his/her recall rights within 15 days when recalled from a layoff.
 - b. Is discharged.
 - c. Resigns for reasons other than employment with an Exxon Mobil Corporation affiliate.

B. General Provisions

I. Definitions

- a. A "vacancy" exists when the Company determines that an employee or employees should be assigned to a particular classification.
- b. A "surplus" exists in a classification, process area, department, or other group of employees when the Company determines that there are more employees than needed to perform the work.
- c. A "promotion" is a permanent move by an employee to a higher classification.
- d. A "transfer" is a change from the hourly to the salaried roll, or vice versa, or is an assignment other than a promotion or reduction in force in which an employee's classification or location is changed on the personnel records or an employee is moved from one process area to another.

- e. A "process area" is any grouping of employees, work, equipment or facilities established, altered, transferred, consolidated or put in effect by the Company for the purpose of performing work in the Process Division.
- f. To be considered "qualified" for assignment to a different classification, an employee must be well qualified in the classification to which he/she is assigned and qualified for regular assignment in the other classification.

2. Special Rules

- a. Whenever there is an employee entitled to reinstatement in a classification because of having cutback rights, such rights shall be satisfied before a permanent vacancy in the classification is filled by promotion or transfer.
- b. Where a permanent vacancy exists, it shall be filled before a reduction in force is made.
- c. An employee who is absent on the day a promotion, transfer, or reduction is made shall nevertheless receive the seniority credit he/she would have received if he/she had been working on that day; however, the employee's pay on the new classification shall become effective the day he/she returns to work.
- d. For the purpose of applying this Agreement, departmental Extra Boards are not in any process area or department. Reassignments will be made from time to time between departmental Extra Boards in order to maintain the balance considered necessary by the Company. For the purpose of applying this Agreement, the Baytown Refinery Extra Board is com-

posed of all employees assigned to the various departmental Extra Boards in the Baytown Refinery.

- e. If work included in any process area is transferred from one department or division to another and if the employees who have been performing that work are transferred, their seniority shall be transferred and credited in the department or division to which they are transferred. In the event of a reduction in force involving these employees, they shall be treated as if they were in a process area that was transferred.

- f. When an employee moved from the bargaining unit to an assignment outside the unit is thereafter returned to the bargaining unit, he/she shall be returned to the classification within the bargaining unit which he/she last held. If the return of such an employee to the bargaining unit creates a surplus in the classification to which he/she is assigned, then the procedure for reductions in force shall be followed to determine whether the returned employee or some other employee in the classification shall be reduced.

- g. When there is a conflict between Section F, Formal Training Program, and the other sections in Process in this Agreement with respect to Trainees, Section F will control.

- h. Regardless of any provision in this Agreement, the Company will not be obligated to assign or retain an employee in a classification for which he/she is unqualified.

C. Filling Permanent Vacancies

1. Filling Vacancies in a Classification by Transfer of Employees

- a. When a vacancy exists in a classification in a process area, it may be filled either by the transfer of the senior qualified Process Technician or Process Technician-After 36 Months, in that order, then assigned to the departmental Extra Board; or it may be filled by the transfer of a qualified employee from another process area.
- b. Except as otherwise specifically provided for in this Agreement, the designation of employees to be transferred and the determination of the number of employees to be transferred shall be made by the Company.

D. Temporary Assignments

1. Within The Process Technician Classification

The Company may fill a temporary vacancy by assigning an employee from the appropriate departmental Extra Board, or by the loan of an employee to the process area or department.

E. Reductions in Force

The determination of the necessity for reductions in force as well as the determination of the number of employees to be reduced and the process area from which reductions must be made are functions of the Company and shall be determined by the Company. However, to insure fair treatment of all employees in the event of a reduction in force, employees shall be reduced or reassigned in accordance with the following procedures:

1. Reductions Within a Process Area

- a. When employees are to be reduced from a classification in a process area, the employees permanently assigned in that classification shall be pooled with other employees in the same classification in other process areas in the department. The junior employees in such a pool of employees shall then be reduced to the appropriate Refinery Extra Board.
- b. Employees remaining in a classification after reductions have been made from the pool of employees in that classification shall be reassigned by the Company from the pool to the various process areas in the department as needed.

2. Reductions from Process

When there is a surplus of employees in Refinery Process, the junior Trainees (Process Technicians-Starting, Process Technicians-After 6 Months, Process Technicians-After 12 Months, Process Technicians-After 24 Months, and Process Technicians-After 36 Months) and Process Technicians, in that order shall be reduced from the appropriate Extra Board. These surplus employees may be transferred between the Refinery and Chemical Plant Extra Boards provided there is a permanent need; or be transferred to another department provided they came from that department and there is a permanent need.

3. Elimination of Department

When the work of a department in Refinery Process is eliminated, necessitating a reduction in force, employees in that department shall be pooled with other employees in their classification in Refinery Process,

depending upon the identity of the affected department, and the procedure for reductions set out in Section E, Reductions in Force, shall then be followed.

4. Reinstatement of Employees Involved in Reduction in Force
 - a. An employee moved after February 11, 1960, as a result of a reduction in force, from a classification, process area, department, or Process shall have the reinstatement rights set out below:
 - (1) If the employee was moved from his/her process area but remained in his/her department, the employee shall be offered an opportunity to return to his/her process area when a permanent vacancy exists. If, as a result of a reduction in force, an employee is moved from one process area to another process area in the same department, and then as a result of an organizational change the second process area is transferred to another department, the employee shall continue to have the reinstatement rights he/she had at the time he/she was moved as a result of the reduction in force.
 - (2) If the employee was moved from his/her department, he/she shall be offered an opportunity to return to the department in any process area when a permanent vacancy exists.
 - (3) If the employee was moved from either the Refinery or Chemical Plant Process Extra Boards, he/she shall be offered an opportunity to return to such Process Extra Board when a permanent vacancy exists. If, however, such employee was originally reduced from a classification in a process area, he/she shall, after returning to the appropriate Process Extra Board, have the right to be

reinstated in a process area in his/her former department when a permanent vacancy exists.

- b. If more than one employee has reinstatement rights to a process area, to a department, or to either the Refinery or the Chemical Plant Process Extra Boards, such employee shall exercise their reinstatement rights in the order of their seniority with respect to each other.
- c. An employee with reinstatement rights shall be entitled to return to the process area or the department that he/she was last in as a result of pooling because of reduction in force.
- d. Once back in Process, the department, process area or classification from which he/she was last reduced, an employee's reinstatement rights will terminate, and any further progress will be made in accordance with the procedure for filling vacancies.
- e. When an employee is offered the opportunity (but not compelled) to be reinstated and declines the opportunity, his/her reinstatement rights shall automatically terminate.
- f. An employee's reinstatement rights shall no longer exist if he/she becomes disqualified for assignment to the process area, department, or Process, as the case may be.
- g. When a unit in a process area is reactivated, the employees who were assigned to the process area at the time of the unit's shutdown

shall be offered the opportunity to return to their former process area in the order of their seniority, provided they are still qualified. Such employees shall not be required to accept reassignment to their former classification if they would suffer a reduction in earnings by doing so.

F. Formal Training Program.

1. The Company will conduct Training Programs when, in its judgment, the need exists, for the purpose of qualifying employees for the filling of operating jobs on either a regular or relief basis.
2. The number of employees to be placed in the Training Programs, and the standards required for admission to, progression in, elimination from, and completion of such program shall be determined by the Company. Changes in the standards will not affect employees who have already entered such program.
3. The duration of the program shall be three years and the progression rates of pay and classifications shall be as set out in Schedule A of this Agreement.
4. Employees desiring to qualify for entrance into or advancement within the Training Program may elect to take outside courses of study on their own time. When employees satisfactorily complete such courses of outside study, they will be reimbursed by the Company for their expenses for textbooks and tuition, provided the courses were approved by the Company in advance.
5. Trainees shall be members of the Process Extra Board at the Baytown Refinery until permanently transferred to a process area.

6. Trainees shall be ineligible for slides during their participation in the Training Program.
7. Employees entering the Training Program after March 20, 1969, may be required to attend and satisfactorily complete a total of 324 hours of job-related classes over a period of three years on their own time, with a maximum of 132 hours each year and no more than two scheduled three-hour classes per week, excluding makeup classes. Trainees will be given periodic tests and examinations to determine their qualifications for progression in the Training Program. Trainees who fail to satisfactorily meet the requirements of the program shall be terminated.
8. Upon satisfactory completion of the requirements of the Training Program, trainees will be classified as Process Technicians-After 36 Months and will remain on the appropriate Process Extra Board until permanently transferred to a process area.
9. Trainees who are transferred to a process area, either temporarily or permanently, shall continue to receive the applicable progression rate until completion of their training.
10. In the event an employee who satisfactorily completed the Training Program or who entered Process prior to the institution of the Training Program is reduced to the Extra Board, he/she shall not be required to enter the Formal Training Program.

G Additional Training or Retraining

As the need arises from time to time, employees may be required to take training to keep pace with changing conditions and work requirements. This training shall be

on Company time and for the purpose of improving their performance in current jobs or to qualify them for consideration for other assignments. However, to the extent practicable and as the need exists, the Company will provide mechanical training for all process employees.

H. Computerized Control Centers

A computerized control center contains a computerized console by means of which the operation of one or more units within a particular process area is controlled. The position of console operator in any computerized control center now or hereafter established is a supervisory position and is not covered by this Agreement. The Union will be informed of changes in and the establishment of computerized control centers as they are made by the Company.

I. Normal Hours of Work

Standard Schedules:

<u>Shift 1</u>	<u>Shift No. 2</u>	<u>Shift No. 3</u>
11:00 p.m.-7:00 a.m.	7:00 a.m.-3:00 p.m.	3:00 p.m.-11:00 p.m.
	or	or
	7:00 a.m. - 3:30 p.m.	4:00 p.m.-12:00 m.n.
	7:30 a.m. - 4:00 p.m.	

The workweek for rotating shift employees shall start at 11:00 p.m. Saturday and end at 11:00 p.m. the following Saturday. The workweek for other employees shall start at 12:00 midnight Sunday and end at 12:00 midnight on the following Sunday.

For purposes of this Article, schedules are deemed as rotating or nonrotating eight (8) hour shifts.

ARTICLE Thirty-Seven
PROCESS DIVISION
12-HOUR SHIFT

In the event there are inconsistencies between Article Thirty-Seven and the rest of the Contract as relates to 12-hour rotating shifts, Article Thirty-Seven will be controlling.

A. Definitions

1. Twelve-hour shifts for the provision of this Article shall be the "four-on, four-off" rotating schedule.
2. A workday is a period from the beginning of the "D" shift on one calendar day to the beginning of the "D" shift on the next calendar day. It bears the name and date of the calendar day on which it begins. Process employees working a 12-hour shift will alternate working "D" shift (6:30 a.m. to 6:30 p.m.) and "N" shift (6:30 p.m. to 6:30 a.m.). Equal amounts of time are scheduled for "D" and "N" shifts.
3. A workweek is a period of seven consecutive days beginning at 6:30 a.m. Sunday.
4. A work cycle is a 16-week period of which an employee works four 12-hour shifts per calendar week for eight of the 16 weeks and three 12-hour shifts per week for the remaining eight weeks, or a total of 56 shifts of 12 hours each.
5. A pay period is a two-week span of time starting at 6:30 a.m. on Sunday and ending at 6:30 a.m. on Sunday 14 days later.

B. HOURLY CLASSIFICATION AND HOURLY RATES
Adjusted Rate Schedule

Classifications	Rates Effective 2/1/03	Rates Effective 2/1/04	Rates Effective 2/1/05
Process Division			
Process Technician*	22.69	23.53	24.47
Process Technician - After 36 Months	21.98	22.79	23.71
Process Technician - After 24 Months	19.65	20.38	21.20
Process Technician - After 12 Months	17.89	18.55	19.29
Process Technician - After 6 Months	17.31	17.95	18.67
Process Technician - Starting	16.40	17.00	17.69

*After 48 Months

Effective on the Industry Settlement Date in 2006, the Company will adjust the base wage rates shown in Article 37, Paragraph B (Adjusted Rate Schedule) by an amount equal to the adjustment to the base wage rates in 2006 for process and maintenance employees represented by PACE at the Company's Gulf Coast refining facilities, currently located at Beaumont, Texas, Baton Rouge, Louisiana and Chalmette, Louisiana.

C. Shift Differential

Employees working the 12-hour shift shall be paid a differential of \$1.32 per hour when working the night shift.

D. Overtime

1. **Scheduled Overtime:** Scheduled overtime will be paid

at 1.5 times the adjusted rate. Scheduled overtime will be only that time worked in excess of eight hours on each regularly scheduled workday, up to a maximum of four hours per day.

2. **Unscheduled Overtime:** Unscheduled overtime will be paid at 1.71 times the 12-hour adjusted rates. This same factor will apply to all 12-hour rates.
3. Double time will be paid at 2.28 times the adjusted rate for time worked when an employee performs work on seven consecutive days. A holiday observed, jury duty, or Company-related witness duty served on a regularly scheduled workday will count as time worked. The double time will be paid for the last regularly scheduled offday during the period of seven consecutive days. Double time will also be paid for time worked after eight hours on a holiday.

E. Holidays

1. For each holiday on a 12-hour shift, a one-day (9.11 hours) holiday bonus will be paid at the adjusted rates.
2. Employees will receive 1.71 times the adjusted base rate (including shift differential if applicable) for the first eight hours of their regular schedule and 2.28 times the adjusted base rate for the remaining four hours worked on the 12-hour schedule.

F. VACATIONS

1. A week of vacation will be considered the average scheduled hours of work each week, namely, 42 hours. Thus, vacation eligibility will be either 42 hours, 84 hours, 126 hours, 168 hours, 210 hours, or 252 hours, depending upon the service of the employee con-

cerned. Weeks of vacation will then be consumed at the rate of 12 hours per day of vacation taken.

2. Employees working the 12-hour shift schedule are eligible for vacation with pay in accordance with the following schedule:

Years of Service	Weeks of Vacation	Hours of Vacation	Days of Vacation
After 6 Month	1 Week*	42	3.5
After 1 Year	1 Addl. Week*	42	3.5
2 Through 4 Years	2 Weeks	84	7.0
5 Through 9 Years	3 Weeks	126	10.5
10 Through 19 Years	4 Weeks	168	14.0
20 Through 29 Years	5 Weeks	210	17.5
30 or More Years	6 Weeks	252	21.0

*May be taken together after one year.

3. Vacations may be scheduled according to Article Thirty, M.
4. Subject to Company approval, employees may defer vacation up to a maximum of 60 hours.
5. Employees will be paid at their normal compensation for each 12 hours of vacation. The shift differential will be included where applicable.
6. Employees in Process working a 12-hour shift are to be granted, at their request, five days off without pay (AN) in a calendar year for personal reasons, provided certain conditions defined by the Company are met. These five days are in addition to the AVs (absence without pay combined with vacation) provided to schedule a full work period of vacation.

Pay for any time worked on a shift when part of the shift is taken as an excused absence without pay (AN) will be calculated at two-thirds adjusted straight-time pay rate and one-third adjusted premium pay rate.

7. A process technician may choose to take six hours' excused absence (AV) without pay with each week of vacation (42 hours) for which the employee is entitled to complete the 48-hour work period.

Pay for any vacation time on a shift when part of the shift is taken as an excused absence without pay (AV) will be calculated at two-thirds adjusted straight-time pay rate and one-third adjusted premium pay rate.

G. SCHEDULES

1. Shift Exchanges

Shift exchanges will be allowed as an accommodation to employees in order to reduce hardships for the employees. The conditions for executing a shift exchange are listed on the Request for Shift Exchange Form, which is attached to this article.

2. Partial Shift Exchanges

Employees may exchange the scheduled overtime portion of a workday (i.e., hours in excess of eight hours) with another employee provided the criteria identified on the Scheduled Overtime Exchange Form are met, which is attached to this article.

3. Jury/Witness Duty

Employees who are required to serve on jury duty, witness duty, or as an election judge on a day which they are normally scheduled to work will be allowed

sufficient time off with pay to fulfill these duties. The intent is to allow employees time off the night before and the night after when the jury duty, witness duty, or election judge service falls within the employee's work week and the employee is regularly scheduled to work nights.

4. Change of Schedule

- a. Article Eight, A.3., shall apply to 12-hour shift employees at the appropriate rate of pay except Sections A.3.b. and A.3.c. shall be modified as follows:
- b. Section A.3.b. — For purposes of this provision, a change of offdays also occurs for 12-hour shift employees when they are scheduled to work at least two of their offdays for turnaround or emergency work that lasts seven days or more.

(For example — 4 on/4 off to 6 on/2 off.)

- c. Section A.3.c. — In this provision, "ten shifts" shall be "seven shifts" and "nine shifts" shall be "six shifts" for 12-hour shift employees.

5. Overtime Allowance/Meals

- a. An overtime allowance (\$7.00) may be paid when an employee works more than 14 consecutive hours. Should the employee continue to work beyond 15 consecutive hours, he/she may elect either the aforementioned allowance or an overtime meal. (Note: Only one will apply — an allowance or a meal.)
- b. Employees who are given sufficient notice to provide for meals before reporting for work on an

unscheduled shift will not be provided with an overtime meal or pay in lieu of a meal unless they work in excess of 14 consecutive hours; then 5.a. above will apply. In all other cases, the policy for meals on unscheduled workdays will be the same as stipulated in Article Twenty-One.

- c. Article Twenty-One, Meals for Overtime, shall also apply to any employees assigned to a 12-hour turn-around or emergency schedule.

H. Sickness Benefits

Length of service determines the number of weeks of full and of one-half pay an employee is eligible to receive when he/she is absent from work because of sickness or off-the-job injury. Full pay is the same amount the employee would receive if he/she were at work, and one-half pay is one-half of the amount he/she would receive if he/she were at work.

Years of Service	Weeks Full Pay	Weeks 1/2 Pay	Workdays Full Pay	Workdays 1/2 Pay
0	2	0	7	0
1	4	2	14	7
2	8	3	28	11
3	8	8	28	28
4	8	13	28	46
5	16	10	56	35
6	16	15	56	53
7	16	20	56	70
8	16	25	56	88
9	16	30	56	105
10	26	26	91	91

I. Classroom Training

1. Apprenticeship classroom training will continue to be on the employee's own time.
2. Training days will be Tuesday and Thursday of each week with following exceptions: (1) When a group of 12-hour employees are completing their work cycle on Monday; the training day will be scheduled for Monday. (2) When a group of 12-hour employees begin their work cycle on Friday; training day will be scheduled for Friday.
3. Classes will be scheduled on each training day at the following times:

11:45 a.m. to 2:45 p.m.
3:15 p.m. to 6:15 p.m.
6:45 p.m. to 9:45 p.m.
4. Make-up classes must be individually scheduled with the trainer.

EMPLOYEE'S REQUEST FOR SHIFT EXCHANGE 4-ON-4-OFF 12-HOUR SHIFT SCHEDULE

As an accommodation, this shift exchange is requested for reason of:

INFORMATION	EMPLOYEE REQUESTING	EMPLOYEE AGREEING
NAME	_____	_____
SHIFT TEAM	_____	_____
WORK WEEK DATES	_____ 6:30 a.m. to _____	_____ 6:30 a.m.
NUMBER OF 12-HOUR SHIFTS IN ABOVE WORK WEEK	_____	_____
BEFORE EXCHANGE	_____	_____
AFTER EXCHANGE	_____	_____
NORMAL SHIFT SCHEDULE		
DATE(S)	_____	_____
SHIFT(S)	_____	_____
EXCHANGE TO SHIFT SCHEDULE		
DATE(S)	_____	_____
SHIFT(S)	_____	_____
FINAL SCHEDULED STANDBY DUTIES		
DATE(S)	_____	_____
SHIFT(S)	_____	_____
SIGNATURES	_____	_____
DATE SIGNED	_____	_____
APPROPRIATE SUPERVISOR		
SIGNATURES	_____	_____
DATES SIGNED	_____	_____
STATUS	_____	_____

**ALL PARTIES AGREE THAT SHIFT EXCHANGE(S)
BE MADE UNDER THESE FOLLOWING CONDITIONS:**

- Shift exchanges must be approved by the appropriate Supervisors at least 48 hours prior to the exchange.
- Shift exchanges (trades) are an accommodation to the employees in order to reduce **HARDSHIP** for the employees. Therefore, no exchanges will be approved that incur extra costs for ExxonMobil.
- Any change in work hours, off-days, etc., is not being made in an attempt to evade provisions of the Wage and Hours Act.
- A person cannot work a continuous 24-hour period.
- Persons involved in the shift exchange must work the same number of 12-hour shifts after the shift exchange as they would have worked before the shift exchange.
- Parties involved in the shift exchange are responsible for any associated overtime duties.
- All shift exchanges must be completed within a pay period.

**EMPLOYEE'S REQUEST FOR EXCHANGE OF
SCHEDULED OVERTIME HOURS
4-ON-4-OFF SCHEDULE**

As an accommodation, this shift exchange is requested for reason of:

Employee Requesting Exchange: _____

Employee Agreeing to Exchange: _____

I, _____, agree to work _____
(EMPLOYEE AGREEING TO EXCHANGE) (MAX. OF 4)
hours of the regular scheduled overtime for
_____ during the _____ shift
(EMPLOYEE REQUESTING EXCHANGE) (DAY OR NIGHT)
on _____ and recognize that I will
be paid rate and one-half for the time worked.

I, _____, agree to work _____
(EMPLOYEE AGREEING TO EXCHANGE) (MAX. OF 4)
hours of the regular scheduled overtime for
_____ during the _____ shift
(EMPLOYEE REQUESTING EXCHANGE) (DAY OR NIGHT)
on _____ and recognize that I will
be paid rate and one-half for the time worked.

APPROPRIATE SUPERVISOR

SIGNATURES _____

DATES SIGNED _____

STATUS _____

**ALL PARTIES AGREE THAT EXCHANGE(S) OF
SCHEDULED OVERTIME HOURS BE MADE
UNDER THESE FOLLOWING CONDITIONS:**

- Shift exchanges must be approved by the appropriate Supervisors on duty at the time of the request.
- Exchanges of scheduled overtime (trades) are an accommodation of the employees in order to reduce **HARDSHIP** for the employees; however, no exchanges will be approved that incur extra costs for ExxonMobil.

- Any change in work hours will not be made in an attempt to evade provisions of the Wage and Hours Act.
- Persons involved in the shift exchange must work the same amount of scheduled overtime after the shift exchange as they would have worked before the shift exchange. All shift exchanges must be scheduled and occur during the same pay period.
- Scheduled overtime hours are the only hours that may be exchanged utilizing this form.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers this the 2nd day of May, 2003.

EXXONMOBIL REFINING & SUPPLY

By: _____
M. S. Brown, Manager
Baytown Refinery

**GULF COAST INDUSTRIAL
WORKERS UNION PACEIU LOCAL 4-2001**

By: _____
K. C. Kohlmeyer, President

Cindy Hayes-Wolf, Secretary

SCHEDULE A
HOURLY CLASSIFICATIONS AND HOURLY RATES

Classifications	Rates Effective 2/1/03	Rates Effective 2/1/04	Rates Effective 2/1/2005
Mechanical Division			
Instrument Technician*	25.86	26.82	27.89
Instrument Technician - After 36 Months	25.05	25.98	27.02
Instrument Technician - After 24 Months	22.40	23.23	24.16
Instrument Technician - After 12 Months	20.39	21.14	21.99
Instrument Technician - After 6 Months	19.73	20.46	21.28
Instrument Technician - Starting	18.69	19.38	20.16
Mechanical Crafts			
Mechanical Crafts*	25.86	26.82	27.89
Mechanical Crafts - After 36 Months	25.05	25.98	27.02
Mechanical Crafts - After 24 Months	22.40	23.23	24.16
Mechanical Crafts - After 12 Months	20.39	21.14	21.99
Mechanical Crafts - After 6 Months	19.73	20.46	21.28
Mechanical Crafts - Starting	18.69	19.38	20.16
Process Division (8-Hour Rates)			
Process Technician*	25.86	26.82	27.89
Process Technician - After 36 Months	25.05	25.98	27.02
Process Technician - After 24 Months	22.40	23.23	24.16
Process Technician - After 12 Months	20.39	21.14	21.99
Process Technician - After 6 Months	19.73	20.46	21.28
Process Technician - Starting	18.69	19.38	20.16
Process Division (12-Hour Rates)			
Process Technician*	22.69	23.53	24.47
Process Technician - After 36 Months	21.98	22.79	23.71
Process Technician - After 24 Months	19.65	20.38	21.20
Process Technician - After 12 Months	17.89	18.55	19.29
Process Technician - After 6 Months	17.31	17.95	18.67
Process Technician - Starting	16.40	17.00	17.69
Materials Division			
Materials Technician*	25.86	26.82	27.89
Materials Technician - After 36 Months	25.05	25.98	27.02
Materials Technician - After 24 Months	22.40	23.23	24.16
Materials Technician - After 12 Months	20.39	21.14	21.99
Materials Technician - After 6 Months	19.73	20.46	21.28
Materials Technician - Starting	18.69	19.38	20.16

*After 48 Months

Effective on the Industry Settlement Date in 2006, the Company will adjust the base wage rates shown on Schedule A (Hourly Classifications and Hourly Rates) by an amount equal to the adjustment to the base wage rates in 2006 for process and maintenance employees represented by PACE at the Company's Gulf Coast refining facilities, currently located at Beaumont, Texas; Baton Rouge, Louisiana; and Chalmette, Louisiana.

SCHEDULE B
PROCESS AREAS AND MECHANICAL GROUPS

Process Areas	Classifications
Catalytic Light Ends (CLEUs 1, 2, and 3)	Process Technician
Crude Distillation (Pipe Stills 3, 4, and 7; Booster Station 4)	Process Technician
Environmental and Shipping (Docks, Loading Racks, Environmental)	Process Technician
FLEXICOKING (Flexicoker)	Process Technician
Fuels East Control Center (FCCU 3, HCU 1, HDU 2, and SCU 1)	Process Technician
Hydroskimming and Hydrodesulfurization (Pipe Still 8, HU 7, Hydroformer 4, Go-finer 1, SCU 2, and HGU 1)	Process Technician
Hydrofining and Treating (Girbotol, HU4, HU 5, HU 6, Light Oil Treaters, LHU 1, SFU, SHU, SO2 Plant No. 1, SWU)	Process Technician
Lubes Control Center Dewaxing Area (LHU 2, MEK, LDU, PDU, SDU)	Process Technician
Lubes Control Center Extraction Area (DAU, LXU 1, LXU 2)	Process Technician
Oil Movements (Areas 1, 2, and 3)	Process Technician
Packaging and Lube Blending, Asphalt Plant, Lube Tank Farm	Process Technician
Plant Light Ends (Alkylation, LEFU, and NFU)	Process Technician
Reforming Control Center and FCCU 2 (FCCU 2, Hydroformer 3, HDU 1)	Process Technician
Utilities Control Center and BH 6	Process Technician

<u>Mechanical Groups</u>	<u>Classifications</u>
Mechanical Instrument	Mechanical Crafts* Instrument Technician

- * For the purpose of this Agreement, Mechanical Crafts who were first-class Boilermakers, Carpenters, Equipment Mechanics, Instrument Machinists, Insulators, Painters, Pipe Fitters, Riggers, Tanners, Valve Mechanics and Welders and Boilermaker Layer-Outs, Cabinetmaker, Carpenter Layer-Out, Fabricators, Pipe Detail Men, and Maintenance Men 1st as of April 15, 1969, shall maintain their identification. However, their craft identifications will be closed to entry after April 15, 1969.

SCHEDULE C

Following is the list of offenses for which an employee may be discharged without notice:

- (a) Violation of any criminal law or the commission of any other offense involving moral turpitude. Included among such offenses are:

Carrying prohibited weapons; fighting or attempting bodily injury to another (provided that an employee shall not be penalized for defending oneself when improperly attacked); stealing; making fraudulent records; malicious mischief resulting in the injury or destruction of property of other employees or of the Company; or any conduct which violates the common decency or morality of the community.

- (b) Willful or negligent violation of any established safety rule.
- (c) Failure to report accidents or personal injuries immediately to delegated authority wherever possible.
- (d) Falsifying or refusing to give testimony when accidents are being investigated, or making false statements when application for employment and physical examination is being made.
- (e) Insubordination (including refusal or failure to perform work assigned) or use of profane or abusive language toward fellow employees or toward officials of the Company.
- (f) Absence from duty without notice to, and permission from, the immediate superior, except in circumstances beyond his/her control which prevent his/her giving notice.

- (g) Harboring a disease which on account of his/her own carelessness will endanger fellow employees.
- (h) Neglect or carelessness resulting in damage to Company property or equipment.
- (i) Obtaining material at warehouses, plants, stations, or other assigned places on fraudulent orders.
- (j) Sleeping while on duty.
- (k) Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions.
- (l) Introduction, possession, or use of intoxicating liquors on the property of the Company, or proceeding to work under the influence of liquor.
- (m) Habitual use of habit forming drugs or their introduction or possession on the property of the Company.
- (n) Intimidation or coercion of one employee by another employee because of membership or nonmembership in any church, society, fraternity, union, or other labor organization.

March 7, 1969

Mr. Pete Brewer, Business Agent
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown, Texas 77520

Dear Mr. Brewer:

In recent discussions between the Companies and the Union during which improved work practices were negotiated, certain agreements were reached and commitments made relative to Maintenance & Construction and Operations, confirmation of which is:

Maintenance & Construction

Craft lines are to be consolidated into two basic classifications, namely: Mechanical Craftsman and Instrument Technician. Present first-class craftsmen are to maintain their craft identification with future craftsmen, exclusive of Instrument Technicians, to be designated as Mechanical Craftsmen. Craftsmen will be cross-trained, as needed, to broaden their skills and capabilities; however, craftsmen with 30 or more years of service, unless requested by the employee, will not be required to engage in formal training programs to acquire new skills. Such training is to be conducted on Company time. Utility craftsmen are to perform work limited only by their capabilities.

The provisions of Article Twelve do not permit the transfer of Maintenance & Construction employees to the Operations Division except by mutual consent.

To the extent consistent with efficient operations, the Companies will continue to respect and take into account the preferences of employees in scheduling vacations. Employees presently assigned to a particular department shall continue to be grouped on the basis of their primary skills for vaca-

tion scheduling purposes. These groups shall be allowed to determine the method by which individuals within that group may select desired vacation periods.

In the allocation of employees to off-shift work, it is the Company's intent that such assignments will continue to be made in accordance with present practice. No significant changes in the procedures by which employees are placed on off-shift assignments are anticipated. Changes that may be required at a later date will be discussed with the Union.

Changes in the procedures by which overtime is distributed among employees by work groups are not anticipated by the Companies. Later, if changes become necessary, the Union will be informed.

Operations

Employees are to perform mechanical work within their capabilities when practicable, but only in their assigned process areas or lines of promotion. They will not be loaned into Mechanical to perform craftsman work during turn-arounds. Operators, to the extent practicable and as the need exists, will be given mechanical training; however, employees with 30 or more years of service, unless requested by the employee, will not be required to engage in formal training programs. Such training will be conducted on Company time. Process areas and lines of promotion may be established and altered as needed.

It is the Companies' intent not to supplant janitorial forces with operating employees; however, employees will be expected to perform housekeeping duties in their process areas.

The provisions of Article Twelve do not permit the transfer of employees in Operations to Maintenance & Construction except by mutual consent.

The above shall not affect or alter the provisions of the Contract agreed to by the parties.

Very truly yours,

F. G. Turpin

M. E. Gillis

January 30, 1978

Mr. Pete Brewer, Business Agent
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown, Texas 77520

Dear Mr. Brewer:

If National Health Insurance becomes a law, the Companies' contributions toward the present plan premiums as agreed to in these negotiations shall be used toward the cost of the National Health Insurance and any unused portions of the Companies' contributions shall be used for other benefits as determined by the Companies and the Union.

Very truly yours,

R. W. Haddock
Manager
Baytown Refinery

J. J. Coates
Manager
Baytown Chemical Plant

January 30, 1978

Mr. Pete Brewer, Business Agent
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown, Texas 77520

Dear Mr. Brewer:

In the recent discussions between the Companies and the Union, the Companies agreed to certain commitments relative to improved work practices. These commitments are as follows:

1. Process technicians will not be required to perform mechanical work outside of their assigned process areas.
2. Process Technicians will be assigned mechanical work within their capabilities, as determined by the Companies to perform safely and satisfactorily. Generally, such assignments shall be of the nature that they can be stopped on short notice or completed to allow Process Technicians to carry out their operating responsibility.
3. The mechanical work performed by Process Technicians generally will not be highly skilled mechanically and often will be low priority.
4. Supervisors will continue to use reasonableness in assigning mechanical work to Process Technicians, with emphasis on safety, practicality, and skills.
5. Process Technicians will not be assigned to perform janitorial type work, but will be expected to perform normal housekeeping tasks.

The above will not affect or alter the provisions of the contract agreed to previously by the parties.

Very truly yours,

R. W. Haddock
Manager
Baytown Refinery

J. J. Coates
Manager
Baytown Chemical Plant

January 30, 1978

Mr. Pete Brewer, Business Agent
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown, Texas 77520

Dear Mr. Brewer:

In the recent discussions between the Companies and the Union, the Companies agreed to certain commitments in the areas of (1) supervisors performing mechanical work, (2) commingling of skilled contract and Exxon employees, and (3) specialization in skills training for Mechanical Craftsman trainees. These commitments are as follows:

1. Mechanical supervisors will not perform mechanical work except for training purposes and emergencies; however, they may occasionally perform minor mechanical work if it is not done to reduce Mechanical forces or to avoid overtime pay.
2. The Companies agree not to commingle skilled contract employees and Exxon employees except in emergencies or when it is inefficient not to commingle; for example, when specialized skills indicate the need for commingling. Contract laborers will continue to commingle in the performance of their normal labor-type duties.
3. Mechanical Craftsman trainees will be expected to become proficient in the several skills required to perform the mechanical work in the Refinery and Chemical Plant. Each trainee will be expected to specialize in two or more skills. Generally, the training required for specialization in skills will begin no later than the last 12 months of the

training program. At times, it may be necessary to start the specialization process earlier in the training program.

Very truly yours,

R. W. Haddock
Manager
Baytown Refinery

J. J. Coates
Manager
Baytown Chemical Plant

April 15, 1983

Mr. Steve Fischer, Business Agent
Gulf Coast Industrial Workers Union
P. O. Box 3977, Baytown, Texas 77520

Dear Mr. Fischer:

In the recent discussions between the Company and the Union, the Company agreed to certain commitments relative to four specific concerns or proposals which the Union presented. These commitments are as follows:

1. HSM premium payments from payroll deductions shall be provided to the Union's insurance carrier no later than the fifteenth day of the month following the month in which deductions are made.
2. The Company shall provide payroll deductions and handling for a GCIWU Political Action Committee for as long as such deductions are provided for exempt employees. The Union shall be requested to pay the cost of such a plan. Details of this provision shall be developed within 150 days following ratification of the Agreement.
3. Management representatives of the Company shall meet with stewards and officers of the GCIWU in the appropriate stewards' meetings to address the following concerns:
 - Overtime Distribution
 - Vacation Scheduling
 - Feedback on Personal Injuries
4. The Company shall establish a Process Division stewards' meeting to be similar in organization to that of the existing Mechanical Division stewards' meeting, and to continue to convene the existing Mechanical Division stewards' meeting.

Very truly yours,

M. W. Sprigg

July 10, 1985

Mr. R. L. Lucas, President
Gulf Coast Industrial Workers Union
P. O. Box 3977, Baytown, Texas 77522

Dear Mr. Lucas:

In recent discussions between the Company and the Union, the Company agreed to the following commitments:

- Holdover guidelines will be the same as the overtime guidelines developed by the Process and Mechanical groups, which are now in effect. Any changes from the established guidelines will be made within the individual work groups as in the past.
- The Mechanical coffee break guidelines are intended to provide flexibility in scheduling the break as a part of scheduling a total job for productivity and enhanced work efficiency. It is envisioned that the break be taken at a logical time for an individual if working alone or for a work crew if working together. Rather than a formal, rigid 9:30 a.m. to 9:40 a.m. coffee break, one 10-minute morning coffee break can be taken by each employee with the following guidelines:
 - The break will be taken at a convenient location and at facilities provided for this purpose, which may be the lunchroom area frequently used by employees.
 - The break should be taken at a convenient time, based upon the work situation.
 - The determination of when and where to take the break will generally be made by the individual employee and/or individual work crew. This is, however, subject to supervisory direction as in the case of other employee work.

Sincerely,

R. A. Rabinow

October 18, 1988
Baytown Refinery

SIDE AGREEMENT

Providing operating needs permit, an employee may, at his/her request and upon supervisory approval, move his/her regularly scheduled shift forward or backward by up to one hour. This move shall not constitute a change in shift and the employee shall not be entitled to any premium pay or shift differential as a result of the move. Shift differential, where applicable, shall continue to be paid based upon the regularly scheduled shift. This agreement does not restrict Management's right in the scheduling of work and assignment of employees.

EXXON CHEMICAL AMERICAS

By _____
K. A. Fulton, Manager
Baytown Chemical Plant

GULF COAST INDUSTRIAL WORKERS UNION

By _____
R. L. Lucas, President

By _____
G. V. McGrew, Secretary

May 10, 1989

Mr. R. L. Lucas, President
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown, Texas 77522-3977

Dear Mr. Lucas:

During recent discussions between the Company and the Union, the Company agreed to the following commitment:

- The Company will negotiate with the Union prior to the transfer of employees to be represented by the Gulf Coast Industrial Workers Union into the Baytown Refinery the pay step for these transfers.

Sincerely,

Sherman J. Glass, Jr.

SJG:ys

Baytown, Texas
May 10, 1991

SIDE AGREEMENT

The Side Agreement effective April 15, 1989, signed on May 10, 1989, regarding layoffs is canceled and superseded by the following, effective April 15, 1991.

In Article Twenty-Nine of the bargaining Agreement between the Gulf Coast Industrial Workers Union and the Company, the Union expressed its intention to support, within the framework of the collective bargaining Agreement, the Company's efforts to maintain and improve its competitive position. The Company, in turn, expressed its intention to continue its past practice of letting normal attrition, retraining, and other programs short of layoff offset to the extent possible any manpower surplus which may develop.

Circumstances may, however, create a surplus that could not be handled without a layoff. The Company recognizes the problems this could create for employees, and is desirous of minimizing these problems. Therefore, should the Company determine the necessity for a layoff, it agrees herewith to do the following:

1. Notify the Gulf Coast Industrial Workers Union of its plans for a layoff according to the following provisions:
 - Provide six months' notification for employees hired before April 15, 1983.
 - Provide 60 days' notification for employees hired after April 15, 1983.
 - Employees who are transferred to the Baytown Refinery from other Exxon locations, and who were on the Exxon payroll on or before April 15, 1983, will

receive the same layoff notification provided by the organization from which they came at the time of transfer, but in no case will the notification be less than 60 days.

2. Actively investigate and pursue available transfer opportunities to other operations of the Company and to operations of other affiliates of Exxon Corporation. Where such opportunities are developed, qualified employees of the Baytown Refinery who can be released will be given the opportunity to apply.
3. Provide surplus employees the opportunity to qualify for training programs which may exist or be established where retraining would reduce the size of the layoff.
4. Make available during the notification period a voluntary early retirement program to employees who can be spared and who, as determined by the Company, are eligible for such a program.
5. Pay the severance allowance shown in the attachment to surplus employees who are laid off and to employees whose resignation, with approval of the Company, will reduce the size of the layoff.
6. Establish a placement center which will actively investigate and pursue available job opportunities and assist employees of the Baytown Refinery in applying for these jobs.

This commitment shall remain in effect during the life of the Agreement between the Gulf Coast Industrial Workers Union and the Company effective April 15, 1991.

EXXON COMPANY, U.S.A.

By _____
S. J. Glass, Jr., Manager
Baytown Refinery

GULF COAST INDUSTRIAL
WORKERS UNION

By _____
K. E. Evans, President

By _____
G. V. McGrew, Secretary

SCHEDULE OF SPECIAL TERMINATION
ALLOWANCES

<u>For Employees With:</u>	<u>Amount of Payment</u>
1 year but less than 2 years' service	1 week's pay
2 years but less than 3 years' service	2 weeks' pay
3 years but less than 4 years' service	3 weeks' pay
4 years but less than 5 years' service	4 weeks' pay
5 years but less than 6 years' service	5 weeks' pay
6 years but less than 7 years' service	6-1/2 weeks' pay
7 years but less than 8 years' service	8 weeks' pay
8 years but less than 9 years' service	9-1/2 weeks' pay
9 years but less than 10 years' service	11 weeks' pay
10 years but less than 11 years' service	12-1/2 weeks' pay
11 years but less than 12 years' service	14-1/2 weeks' pay
12 years but less than 13 years' service	16-1/2 weeks' pay
13 years but less than 14 years' service	18-1/2 weeks' pay
14 years but less than 15 years' service	20-1/2 weeks' pay
15 years but less than 16 years' service	22-1/2 weeks' pay
16 years but less than 17 years' service	25 weeks' pay
17 years but less than 18 years' service	27-1/2 weeks' pay
18 years but less than 19 years' service	30 weeks' pay
19 years but less than 20 years' service	32-1/2 weeks' pay
20 years but less than 21 years' service	35 weeks' pay
21 years but less than 22 years' service	38 weeks' pay
22 years but less than 23 years' service	41 weeks' pay
23 years but less than 24 years' service	44 weeks' pay
24 years but less than 25 years' service	47 weeks' pay
25 years but less than 26 years' service	50 weeks' pay
26 years but less than 27 years' service	53-1/2 weeks' pay
27 years but less than 28 years' service	57 weeks' pay
28 years but less than 29 years' service	60-1/2 weeks' pay
29 years but less than 30 years' service	64 weeks' pay
30 years but less than 31 years' service	67-1/2 weeks' pay

Baytown, Texas
May 10, 1991

SIDE AGREEMENT

Effective April 15, 1991, changes in employees' regularly scheduled offdays and approved absences of rotating shift employees shall read as follows:

- Changes in an employee's regularly scheduled offdays for a duration of 49 calendar days or less, except for training, group and individual rotations of personnel on regular assignments, and employee's convenience or request, will be classified as temporary changes for which premium rates shall be applicable, as provided in Sections A.3.b., A.3.c., and A.3.d. of Article Eight, Overtime and Premium Pay Rules.
- Rotating shift employees in Process are to be granted, at their request, five days off without pay in a calendar year for personal reasons, provided certain conditions, as defined by the Company, are met.

This Side Agreement shall remain in effect during the life of the Agreement between the Gulf Coast Industrial Workers Union and the Company effective April 15, 1991.

EXXON COMPANY, U.S.A.

By _____
S. J. Glass, Jr., Manager, Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By _____
K. E. Evans, President

G. V. McGrew, Secretary

Baytown, Texas
May 10, 1991

SIDE AGREEMENT

During recent discussions, agreement was reached by the Company and the Union to continue the practice whereby rotating shift employees may designate the holiday allowance for five holidays to be provided with five excused absences without pay.

- Five holidays must be designated.
- Holidays must be designated prior to the first of the year.
- Only holidays that are regularly scheduled to be worked may be designated.
- A holiday allowance will be paid on each of the first five full shift, excused absences of the year.
- Any unused holiday allowance will be paid at the end of the year.
- Holiday allowances designated to be provided with excused absences may not be used to satisfy shift trade deductions.

This Side Agreement shall remain in effect for the life of the Agreement between the parties effective April 15, 1991.

EXXON COMPANY, U.S.A.

By _____
S. J. Glass, Jr., Manager
Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By _____
K. E. Evans, President

By _____
G. V. McGrew, Secretary

Baytown, Texas

April 1, 1992

SIDE AGREEMENT

Exxon Company, U.S.A. and the Gulf Coast Industrial Workers Union hereby establish the following procedure to allow more time off for employees regularly assigned to rotating shifts.

Employees regularly assigned to eight-hour rotating shifts may exchange shifts by mutual agreement with management's approval provided the following conditions are met:

- Both employees forego the overtime rate for any time worked in excess of eight hours in a work day on the approved mutual shift exchange. The overtime rate will still be paid for time worked in excess of 40 hours in the work week.
- Forty-eight hours' advance notice in writing is given prior to the shift exchange.

It is understood that:

- Such shift exchanges must be approved by the appropriate supervisor(s). Once a shift exchange is approved, the shift exchange is in effect unless canceled by the supervisor.
- Such shift exchanges must be completed within the same work week.
- Double rate shall not apply if an employee works his/her second regularly scheduled offday as a result of such a shift exchange. The employee forfeits double rate in lieu of rate and one-half for such hours worked.

- An employee who initiates a shift exchange must complete the exchange before another shift exchange can be initiated.
- The five days off without pay in a calendar year for personal reasons, subject to Company approval, may not be exercised on the day the shift exchange occurs.

This Side Agreement replaces the Side Agreement dated May 10, 1991 and shall become effective April 26, 1992 and remain in effect through the life of the Agreement dated April 15, 1991.

EXXON COMPANY, U.S.A.

By _____
Ben S. Markham, Manager
Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By _____
K. E. Evans, President

By _____
G. V. McGrew, Secretary

October 3, 1995

SAFETY FOOTWEAR PROGRAM

Mr. C. B. Albright
Gulf Coast Industrial Workers Union
P. O. Box 3977
Baytown TX 77522-3977

Dear Bart:

The purpose of this letter is to notify the GCIWU that effective October 16, 1995, the Company will implement the Safety Footwear Program. As you know, the Company has met with the GCIWU several times over the last few months to discuss this program.

Sincerely,

D. W. Clements
Human Resources Manager

DWC:dcc

SPOT REVIEW TEAM 97

This document contains an agreement between Exxon Company, U.S.A. and the Gulf Coast Industrial Workers Union on issues pertaining to the functions and administration of the Baytown Refinery Safe Permitting Observation Team (SPOT). This agreement does not supersede nor conflict with current language contained in the parties' collective bargaining agreement, the Baytown Refinery Safety Manual, or the Working Rules for Employees. To the extent that, in the future, language contained in the collective bargaining agreement, the Baytown Refinery Safety Manual, or the Working Rules for Employees is found to conflict with any language contained in this agreement, the language contained in the collective bargaining agreement, the Baytown Refinery Safety Manual, and the Working Rules for Employees shall prevail. Either party may terminate this agreement at any time by notifying the other party in writing of the desire to end it. This agreement becomes effective upon the date indicated below with the appropriate signatures.

DATE: November 25, 1997

EXXON COMPANY, U.S.A.

By: _____

S. K. Stuewer, Manager

Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By: _____

Charles Bart Albright, President

By: _____

G. V. McGrew, Secretary

SIDE AGREEMENT

Exxon Company, U.S.A. and the Gulf Coast Industrial Workers Union hereby establish the following revisions to Article Thirty of the Bargaining Agreement between the Gulf Coast Industrial Workers Union and the Company to reflect the enhancements to the Company's Vacation Policy.

- An employee hired on or after January 1, 1997 will earn one day of vacation for each full month that they are actively employed*, up to a maximum of ten vacation days (seven for 12-hour employees).
- A vacation day is earned only if the employee is actively employed on the first scheduled workday of the month when they are employed. (This applies only to the first month of employment.)
- At the beginning of the calendar year an employee may take vacation in advance of his/her total vacation eligibility for the calendar year.
- Any vacation taken prior to being earned is considered an advance of the employee's pay and, as such, may affect the person's final pay upon termination of employment as described below.
 - If termination of employment occurs prior to the beginning of the calendar year an employee will attain five years of credited service, the employee will be paid the cash equivalent of any earned vacation days not used.
 - If at the time of termination of employment, an employee has used more vacation days than earned, Payroll will

adjust the employee's final pay to reflect the advance of the used but unearned vacation days.

- This side agreement is only in effect until January 1 of the calendar year that an employee attains five years of credited service.

EXXON COMPANY, U.S.A.

By _____
S. P. Hart, Manager
Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By _____
C. B. Albright, President

By _____
Cindy Hayes-Wolf, Secretary

* Employees on leave of absence or temporary disability are not considered actively employed.

JJB:dcc
(SA-Vacation-99/GCIWU)
3/8/00

MEMORANDUM OF AGREEMENT

This is to confirm that the Company and Gulf Coast Industrial Workers Union (GCIWU) agree, effective January 1, 2001, bargaining unit employees will become participants in the ExxonMobil Benefits Plans as follows:

1. ExxonMobil Pension Plan
2. ExxonMobil Savings Plan
3. ExxonMobil Disability Plan
4. ExxonMobil Life Insurance Plans
5. ExxonMobil Pre-Tax Spending Plan
6. ExxonMobil Medical Plan

Participation in the above Plans will be in accordance with and subject to all terms and conditions set forth in the formal documents of those plans. The above plans replace their respective counterparts in the former Exxon Corporation in total, except as employees are entitled to accrued and/or vested rights under the prior plans and as may be provided as transition benefits.

EXXONMOBIL REFINING & SUPPLY

By _____
S. P. Hart, Manager
Baytown Refinery

GULF COAST INDUSTRIAL WORKERS UNION

By _____
C. B. Albright, President

By _____
Cindy Hayes-Wolf, Secretary

JCM:dcc
(SA-ExxonMobil Benefit Plans/GCIWU)
12/12/00

SIDE AGREEMENT
MEDICAL SUBSIDIES

The Company agrees, effective January 1, 2002, to adjust its medical contributions to Company sponsored medical plans for employees of the Baytown Refinery represented by GCIWU/PACE Local 4-2001, by an amount equal to the Company contribution being provided to non-represented employees in the same classes of coverage for the same plan. The Company and Union agree that effective with this Side Agreement, GCIWU/PACE Local 4-2001 represented employees at the Baytown Refinery will receive the same Company contributions to Company sponsored medical plans as non-represented employees in the same classes of coverage at the Baytown Refinery. This Agreement will remain in effect until and unless amended or terminated by written mutual consent of the Company and the Union.

This Agreement supercedes any other Agreement entered into by the parties with respect to medical plan contributions by the Company.

EXXONMOBIL REFINING & SUPPLY

By _____
Mike S. Brown, Manager, Baytown Refinery

**GULF COAST INDUSTRIAL WORKERS UNION/PACE
LOCAL 4-2001**

By _____
Kenny Kohlmeyer, President, GCIWU/PACE
Local 4-2001

By _____
Cindy Wolf, Secretary, GCIWU/PACE, Local 4-2001

JCM:dcc
(SA-HSM and Dental Plans-1-1-02-PACE)
12/11/01

**SIDE AGREEMENT STUDY OF STARTING
EMPLOYMENT AT HIGHER THAN START RATE**

Within thirty days of 2003 contract ratification, the Company and Union will each appoint three employees to form a task force to identify criteria the Company can use to hire employees at a rate higher than the start rate and to advance such employees through progressions. The task force will make its recommendations to Management within thirty (30) days of formation.

The task force will cease existence immediately following its report to Management.

EXXONMOBIL REFINING & SUPPLY

By _____
M. S. Brown, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
S. A. de Mahieu, Manager
Baytown Chemical Plant

GCIWU/PACE LOCAL 4-2001

By _____
K. C. Kohlmeyer, President

By _____
C. L. Wolf, Secretary

JCM:dcc
(SA-Starting Employment at Higher Rate)
4/15/03