

AGREEMENT

BETWEEN

NOURYON FUNCTIONAL CHEMICALS LLC.

LIMA, OHIO PLANT

Nouryon

and



**THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW**

LOCAL UNION NO. 975

SEPTEMBER 17, 2021 THROUGH SEPTEMBER 16, 2026

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I RECOGNITION	1
ARTICLE II UNION SECURITY	1
ARTICLE III CHECK-OFF	1
ARTICLE IV REPRESENTATION.....	2
Section 1. BARGAINING COMMITTEE/STEWARDS.....	2
Section 2. NOTIFICATION TO THE COMPANY	2
Section 3. UNION ACTIVITY	2
Section 4. PLANT ENTRY	3
Section 5. UAW V-Cap	3
ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE	4
Section 1. DEFINITION	4
Section 2. GRIEVANCE PROCEDURE.....	4
Section 3. ARBITRATOR’S DECISION.....	5
Section 4. ARBITRATOR’S FEE	6
Section 5. GRIEVANCE TIME LIMITS	6
Section 6. CORRECTIVE ACTION	6
Section 7. SUSPENSION OR DISCHARGE.....	6
Section 8. DEFINITION OF DAYS	6
Section 9. REINSTATEMENT CLAUSE.....	6
ARTICLE VI GENERAL.....	7
Section 1. NON-DISCRIMINATION	7
Section 2. CONTRACT BOOKLET	7
Section 3. UNION BULLETIN BOARD	7
Section 4. FACILITIES FOR UNION’S USE	7
Section 5. UNION ORIENTATION.....	8
Section 6. TIME OFF TO VOTE	8
Section 7. WORK RULE CHANGES	8
Section 8. PAYCHECK ERROR.....	8
Section 9. ADVERSE WEATHER/EMERGENCY CLOSING	8
Section 10.PERSONNEL RECORDS	9
Section 11.WAGE ASSIGNMENTS/GARNISHMENTS	9
Section 12.EVALUATIONS	9

Section 13.INVALIDATION OF PROVISIONS	9
Section 14.CHANGE OF ADDRESS	9
Section 15.DIRECT DEPOSIT/VOLUNTARY DEDUCTIONS	9
Section 16.SUPERVISION.....	9
Section 17.LABOR-MANAGEMENT MEETINGS.....	10
Section 18.WORK LOAD PRACTICE.....	10
ARTICLE VII SENIORITY	10
Section 1. ACQUIRING SENIORITY.....	10
Section 2. LOSS OF SENIORITY.....	10
Section 3. SENIORITY LIST	11
Section 4. POSTING OF VACANCY	11
Section 5. LAYOFFS	12
Section 6. VOLUNTARY LAYOFF	12
Section 7. RECALL FROM LAYOFF	12
Section 8. EFFECTS BARGAINING.....	13
Section 9. DEMONSTRATED ABILITY/SKILLS	13
ARTICLE VIII LEAVE OF ABSENCE	13
Section 1. APPLICATION	13
Section 2. MEDICAL LEAVE OF ABSENCE: RETURN TO WORK EFFECT CONTINUATION OF LEAVE.....	13
Section 3. REINSTATEMENT FOLLOWING LEAVE OF ABSENCE	13
Section 4. SENIORITY ACCRUAL DURING A LEAVE OF ABSENCE	13
Section 5. INSURANCE COVERAGE WHILE ON A PAID LEAVE OF ABSENCE.....	13
Section 6. TYPES OF LEAVE	14
Section 7. ATTENDANCE POLICY	17
ARTICLE IX PRODUCTION DEPARTMENT – CHEMICAL OPERATORS.....	17
Section 1. GENERAL.....	17
Section 2. CLASSIFICATIONS.....	18
ARTICLE X BENEFITS	19
Section 1. HEALTH/DENTAL AND PRESCRIPTION DRUG INSURANCE.....	19
Section 2. RETIREE MEDICAL.....	19
Section 3. FLEXIBLE SPENDING ACCOUNT.....	19
Section 4. ACCIDENT AND SICKNESS BENEFIT (A&S)	19
Section 5. LONG TERM DISABILITY (LTD)	20
Section 6. VISION PLAN.....	20

Section 7. PENSION PLAN	20
Section 8. SECTION 8. 401(k) HOURLY SAVINGS PLAN (HSP).....	20
Section 9. LIFE INSURANCE	21
Section 10.OPTIONAL CONTRIBUTORY LIFE INSURANCE.....	21
Section 11.EMPLOYEE ASSISTANCE PROGRAM (EAP)	21
Section 12.HEALTH CLUB PROGRAM	22
Section 13.COBRA.....	22
Section 14.VOLUNTARY ACCIDENT INSURANCE.....	22
Section 15.TUITION REIMBURSEMENT	22
ARTICLE XI OVERTIME DISTRIBUTION	22
Section 1. GENERAL.....	22
Section 2. PROVISIONS	22
Section 3. OVERTIME ASSIGNMENT	23
ARTICLE XII HEALTH, SAFETY, AND ENVIRONMENTAL.....	25
ARTICLE XIII HOLIDAYS AND VACATION.....	26
Section 1. DESIGNATED HOLIDAYS.....	26
Section 2. HOLIDAY PROVISIONS.....	26
Section 3. PERSONAL HOLIDAYS	26
Section 4. VACATION BENEFITS	27
Section 5. VACATION TERMS	27
Section 6. VACATION PAY DUE TO ILLNESS	28
ARTICLE XIV BARGAINING UNIT WORK	28
ARTICLE XV JURY DUTY	29
Section 1. JURY DUTY PAY	29
Section 2. JURY DUTY MORE THAN FOUR HOURS.....	29
Section 3. JURY DUTY PAYS LESS THAN FOUR HOURS	29
Section 4. NIGHT SHIFT EMPLOYEES	29
ARTICLE XVI BEREAVEMENT	29
Section 1. BEREAVEMENT LEAVE.....	29
Section 2. NOTICE REGARDING BEREAVEMENT.....	29
Section 3. FAMILY MEMBER DEFINED.....	30
ARTICLE XVII HOURS OF WORK AND PREMIUM PAY	30
Section 1. STARTING TIMES.....	30
Section 2. WORK HOURS.....	30

Section 3. REST BREAK AND LUNCH PERIODS	30
Section 4. SHIFT SWAP PROCEDURE.....	31
Section 5. REPORT IN PAY	31
Section 6. WORK SCHEDULE POSTING.....	31
Section 7. OVERTIME PYRAMIDING	31
Section 8. NORMAL RELIEF.....	31
Section 9. OVERTIME COMPENSATION PROVISIONS	32
Section 10. TRAINING	32
Section 11. TRAVEL TIME PREMIUM	32
ARTICLE XVIII FITNESS FOR DUTY/DRUG POLICY	33
Section 1. EMPLOYEE PHYSICALS	33
Section 2. SUBSTANCE ABUSE POLICY	33
ARTICLE XIX NO STRIKE, NO LOCKOUT	34
ARTICLE XX MANAGEMENT RIGHTS.....	34
ARTICLE XXI PROBATIONARY EMPLOYEES.....	35
ARTICLE XXII NEW OR CHANGED JOBS.....	35
ARTICLE XXIII DURATION OF AGREEMENT	35
APPENDIX A - WAGE INCREASE.....	37
APPENDIX B - OPERATOR CLASSIFICATIONS	39
APPENDIX C - ATTENDANCE POLICY	40
APPENDIX D - SUBSTANCE ABUSE POLICY.....	42
LETTER OF UNDERSTANDING	50

AGREEMENT

This agreement entered into this 17th day of September 2021, by and between **NOURYON FUNCTIONAL CHEMICALS LLC**, site (hereinafter referred to as “the Company”), 1747 Ft. Amanda Rd., Lima, OH; the employees of the Company, as defined in Article IX hereof, hereinafter called the “Employees” and **INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W.) AND ITS LOCAL NO. 975** (hereinafter referred to as the “Union”).

Therefore, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

ARTICLE I RECOGNITION

The Company agrees to recognize the Union as the sole and exclusive bargaining agent subject to the inclusions and exclusions contained in the NLRB certification in Case No. 8-RC-16364, for purposes of collective bargaining for wages, benefits, and other working conditions

The Bargaining Unit covered by this Agreement shall include all classifications as delineated in Article IX below.

ARTICLE II UNION SECURITY

All present employees covered by this Agreement shall become members of the Union within thirty-one (31) calendar days of ratification, and all employees as covered in Article I, hired hereafter shall become members of the Union within thirty-one (31) calendar days from the date of their employment. The Company shall not retain in its employ in the bargaining unit any non-member employee who fails to apply for membership within the thirty-one (31) calendar day period specified above, or any employee who has been a member at any time during the term of this Agreement and who loses his membership during the term thereof through resignation or expulsion for non-payment of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

ARTICLE III CHECK-OFF

The Company agrees to deduct the monthly dues of employees subject to the Union Security Article of this Agreement, to the extent that such employees have executed the following assignment, authorization and direction. The Company shall retain these authorizations for their files.

Such dues shall be deducted from the second paycheck issued each calendar month, provided the employee has sufficient net earnings to cover such deductions, and remitted to the Union not later

than 10 days after the last pay day in the month in which they are deducted. The amount of such deductions together with an alphabetical list of those for whom deductions have been made and a list from whom deductions were made in the past but are not being made in the current pay shall be remitted to the Financial Secretary of UAW Local 975 within ten days of the last pay day in the month. In cases where a deduction is not in conformity with the provisions of the Union's Constitution or By-Laws, or such deduction has already been remitted to the Union, refunds will be made by the Union.

ARTICLE IV **REPRESENTATION**

SECTION 1. BARGAINING COMMITTEE/STEWARDS

The Company will recognize the following representatives of the Union, provided they continue to accrue seniority and are actively working (includes approved leave of absence) as employees of the Company, for the purpose of adjusting grievances between the Company and the Union in accordance with the grievance procedure set forth in Article V of this Agreement.

- (A) The Bargaining Committee shall consist of three (3) members elected by the membership in any manner they so desire.
- (B) Any shift that does not have a Bargaining Committee member on it, will also elect a steward and/or alternate, so that at all times there are two (2) representatives on each shift.
- (C) For the purposes of layoff and recall only, The Local President, the Bargaining Unit Chairperson, Vice-Chairperson and Scribe shall during the term of office, have top seniority provided he/she can perform the work in question. Should the bargaining unit drop to 24 or less bargaining unit employees, the Bargaining Unit Chairperson and the Vice-Chairperson shall have top seniority provided he/she can perform the work in question. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of compliance by the Company in accordance with the above procedure.
- (D) Additional representatives due to growth will be resolved by mutual agreement.

SECTION 2. NOTIFICATION TO THE COMPANY

The Company will not recognize any employee as a Union Representative who has not been made known to the Company by the Union in writing.

SECTION 3. UNION ACTIVITY

- (A) No Union activity is to be conducted by the employees on Company time, except with the express permission of the Site Manager or his/her designee to a designated Union steward.

- (B) The Company will make their best effort to be expeditious in freeing up the Union Representative(s) so they can properly and promptly perform their duties, but the parties recognize that production requirements have priority.
- (C) It is understood that the Company will pay at the appropriate hourly rate for a reasonable amount of time lost from work by the designated Union representatives while conducting union business, including processing grievances
- (D) If a Bargaining Committee person is required for the purpose of attending grievance meetings, or any jointly scheduled meeting with the Company, prior to, or after, his/her scheduled shift, or on a day off, the time so spent in such meetings shall be considered as part of his/her scheduled work hours. Article XVII, Section 5 shall not apply.
- (E) The maximum number of hours to be paid for all FAS union activity or jointly scheduled meetings with the Company, including grievance processing will be **one-hundred eighty (180) hours per year.**
- (F) All bargaining committee members will be permitted to attend the bi-monthly shift union meetings. The Union will provide documentation of such meetings and proof of attendance at these meetings.
- (G) Onsite Union meetings will be unpaid. All meetings must be held in a timely manner to ensure no disruption of production or delays in shift turnover.

SECTION 4. PLANT ENTRY

A plant Union representative can remain on or enter a shift other than the one to which he is assigned to conduct Union business and/or grievance investigation only after receiving permission from a Team Leader or his/her designee. Such permission will not be unduly delayed or restricted.

It is agreed that the International Representative assigned to the **Nouryon** location at 1747 Ft. Amanda Rd., Lima, OH and/or the Officer or Servicing Representative of UAW Local 975, so long as they comply with the plant rules and regulations, shall be entitled to visit appropriate parts of the premises of the Company for Union purposes during normal business hours, provided that such authorized representatives of the Union shall secure permission before admission to any part of the Company's premises, from the Team Leader or his/her designee who may, if he/she so chooses, have a Company representative escort the Union representative through the plant.

SECTION 5. UAW V-CAP

The Company agrees during the life of this agreement to deduct hourly employee's voluntary contributions to UAW V-Cap, providing each employee executes the appropriate authorization. Employees will only be able to enter deductions one time per year but may stop the deductions at any time. Such amounts will be remitted to the Union no later than the seventh (7th) day of the succeeding month.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. DEFINITION

- (A) A grievance is any dispute between the Company and grievant regarding the interpretation or application of this Agreement. A grievant may be an employee, group of employees, or bargaining chair on behalf of an employee(s). The provisions of this Article set forth the sole and exclusive procedure for adjusting grievances.
- (B) No grievance will be considered unless it is presented within five (5) days after the date that the employee and or the Union knew or by reasonable diligence should have known of the facts giving rise to the grievance.

SECTION 2. GRIEVANCE PROCEDURE

Step One: An employee having a grievance shall request his/her union representative through the Team Leader. The Team Leader shall get the union representative for the employee as soon as possible and without undue delay. The employee, with his union representative will take the grievance up verbally with the Team Leader or Production Superintendent who will attempt to adjust the grievance, and give his disposition by the end of the grievant's next working day, following the shift on which the grievance is presented.

The grievance shall be considered settled on the basis of the Team Leader's response if the Union fails to give written notice by the end of the fifth day following the date of the Team Leader's response that the Union desires to proceed to Step 2.

Step Two: If the grievance is not satisfactorily settled at Step 1, the employee and the steward or chairperson will reduce the grievance to writing. The written grievance form will be signed by the employee, and contain the nature of the grievance, the Article(s) and section(s) of the Agreement alleged to have been violated, and the nature of the remedy sought by the employee(s).

This written grievance will be presented to the Human Resources Manager within five (5) days after the Step 1 discussion. A Step 2 meeting may be scheduled if mutually agreeable between the Human Resources Manager and Union. If this meeting is scheduled, the company will provide a written response within five (5) days after said meeting. If no meeting is scheduled, then Company will provide a written response within five (5) days of receipt of written grievance.

The grievance shall be considered settled on the basis of the Human Resources Manager's response if the Union fails to give written notice by the end of the fifth day following the Human Resources Manager's Step 2 response that it desires to proceed to Step 3.

Step Three: If the grievance is not settled in Step 2, the Chairman of the Bargaining Committee may, within five (5) days of receipt of the Step 2 answer, refer the grievance to a meeting of the Bargaining Committee and Site Manager/representatives of management. At the Union's option, the assigned International Representative may attend this meeting. This meeting is to be scheduled within thirty (30) days of the disposition given in Step 2.

Every effort shall be made to resolve the grievance during such meeting but a written disposition shall be given to the Union within five (5) days of the third step meeting.

The grievance will be considered settled on the basis of the Site Manager's response if the Union fails to give written notice by the end of the fifth day following the Site Manager's Step 3 response that it desires to proceed to Arbitration.

Step Four: If a satisfactory settlement cannot be reached between the parties at Step 3 of the grievance procedure, the Union's Chairperson may, within ten (10) days from receipt of the Company's Step 3 answer, notify the Company's Human Resources Manager (or designee), in writing, that the grievance is to be arbitrated according to the rules and regulations of Federal Mediation and Conciliation Service (FMCS). The Company and the Bargaining Unit Chairperson, will, within ten (10) days of such written notice, file notice to the FMCS, requesting a panel of seven (7) arbitrators. The Company and the Union will equally share the FMCS filing fee.

Within fifteen (15) days of receipt of the joint panel, the parties will confer for the selection of an arbitrator through alternate striking of names. The parties shall decide by a coin toss who strikes first from the list for the first grievance arbitrated during the term of this Agreement. All subsequent striking procedures shall be alternated. The party shall first strike a name from the list and then alternate between parties until one name remains. This person shall be the arbitrator selected to hear the grievance.

Each party may reject one panel list submitted by the FMCS.

Within five (5) days after selecting the arbitrator the Union will notify FMCS of the selection and request a hearing date. Within ten (10) days of receipt of availability dates from the Arbitrator, the parties shall confer and mutually select a hearing date.

No more than one (1) grievance shall be submitted to any one (1) arbitrator unless the parties mutually agree to other arrangements.

SECTION 3. ARBITRATOR'S DECISION

The Arbitrator shall not be empowered to add to, subtract from, or change any of the terms of this Agreement, any supplements or additions thereto, nor be empowered to order back pay for a period longer than thirty (30) days prior to the date of submission of the written grievances. The Arbitrator shall have jurisdiction only to interpret, apply and determine compliance with the provisions of this Agreement and to modify the degree of discipline imposed by the Company, in so far as the Arbitrator may deem necessary for the determination of the grievance appealed to them. Any back pay award will be limited to what the employee would otherwise have earned, less any unemployment/personal services compensation the employee may have received. The Arbitrator shall have no power to establish work schedules, standards, or change or alter the terms/conditions of any pension plan, 401K, or insurance programs. The Arbitrator shall have no power to substitute his/her discretion in cases where the Company is given such discretion to act by this Agreement or any supplement or amendment thereto. In the event the Arbitrator decides they have no power to decide or rule on an issue, they shall so rule and the matter shall be referred back to the parties. The arbitrator's decision shall be final and binding on the Company and the Union.

SECTION 4. ARBITRATOR'S FEE

The loser, on the merits of the grievance, shall pay the arbitrator's fee.

SECTION 5. GRIEVANCE TIME LIMITS

Time limits specified in the Grievance Procedure are of the essence, and apply to both parties. If the Company fails to provide an answer within the time limits, the grievance shall automatically proceed to the next step. The time limits provided in this article may be extended in a written agreement between the Company and the Union.

SECTION 6. CORRECTIVE ACTION

- (A) In the event corrective action is taken in connection with an employee, the employee has the right to request Union representation and such request will be honored. Corrective action, up to and including termination, will be issued for just cause. Written and/or email notification of possible corrective action, up to and including termination, will be given within five (5) days after the Company knew or by reasonable diligence should have known of the facts giving rise to the possible corrective action or termination. Within ten (10) days of said notification, if corrective action is warranted, the Company must issue the corrective action. If the corrective action is not issued within this ten (10) day window, the Union and the Company agree that no corrective action will be issued. This time limit may be extended if mutually agreed upon by the Company and the Union. In the event of a termination, the employee shall be permitted, at his/her request, an interview with a designated Union representative before being requested to leave the plant, unless the situation warrants immediate removal from the premises.
- (B) In support of the principal of representation, the Company will advise the employee of his/her right to representation. However, it is understood and agreed that should the Company fail to provide such advisement, it will be held harmless and such failure will not adversely affect nor negate the imposition of said corrective action.
- (C) The employee and the Union Representative will receive copy of the corrective action notice upon request at the time of such corrective action being imposed.
- (D) Any corrective action, which is older than twenty-four (24) months will not be used for progression in the progressive corrective action procedure.

SECTION 7. SUSPENSION OR DISCHARGE

A grievance concerning a suspension or a discharge of a seniority employee will be presented as established at Step 3 of the Grievance Procedure.

SECTION 8. DEFINITION OF DAYS

For purposes of the Grievance and Arbitration procedures, and the Corrective Action procedure, "days" are defined as "Business Days" – Monday through Friday, excluding weekends and/or Holidays.

SECTION 9. REINSTATEMENT CLAUSE

If the membership, UAW International Executive Board, Public Review Board, Convention Appeals Committee, or any agency of court decides that an employee's grievance was improperly

withdrawn from the grievance procedure by the Union, grievance shall be reinstated in the grievance procedure at the step from which it is withdrawn. The Company will not incur additional liability relating the improper withdrawal of the grievance by the Union. The UAW International will indemnify and hold harmless the Company for damages and additional liability related to the improper grievance withdrawal.

ARTICLE VI

GENERAL

SECTION 1. NON-DISCRIMINATION

- (A) The Company and the Union recognize their respective responsibilities under federal and state law relating to fair employment practices, which relate to non-discrimination because of race, religion, color, age, sex, sexual orientation, union activities, national origin, or against any employee who is disabled as defined for purposes of the American With Disabilities Act and similar Ohio law.
- (B) The Parties agree not to tolerate harassment of any employee, applicant, contractor or customer. The term harassment includes, but is not limited to slurs, jokes, attire and other verbal, graphic or physical conduct related to an individual.

SECTION 2. CONTRACT BOOKLET

The Company will provide a Union printed copy of this Agreement for each employee in a booklet form, including on the back cover page, a calendar for the years of duration of this Agreement. The Company agrees to provide the booklet within 120 days of ratification.

SECTION 3. UNION BULLETIN BOARD

The Company will furnish a locked bulletin board in the plant, in a traveled, visible area for the use of the Union. The Union will have an exclusive key. This bulletin board will be used exclusively by the Union for posting notices of matters pertaining to Union business and will not include any political positions or inflammatory remarks directed at the Company or its management/supervisory personnel and/or any other personnel. A duly authorized Union representative shall sign all such notices posted on the Union bulletin board.

SECTION 4. FACILITIES FOR UNION'S USE

The Company will provide the Union's Bargaining Committee for the administration of this Agreement access to an office with;

- Two secure filing cabinets
- Secure Desk & chair
- Access to a computer (with internet access) and company telephone

This office shall remain unlocked or a copy of the current key to be kept with security. It is subject to entry by management personnel at any time. Important files shall be kept locked and confidential to union officials.

SECTION 5. UNION ORIENTATION

The Chairperson of the Bargaining Committee, or designee, shall be allowed time to conduct Union orientation with new employees within the first month of employment.

SECTION 6. TIME OFF TO VOTE

- (A) The Company and the Union encourage employees to fulfill their civic responsibility by participating in elections. If employees are unable to vote during non-working hours, they will be granted up to one (1) hour of paid time off to vote.
- (B) Employees should request time off in writing to vote two (2) days in advance from their Team Leader.

SECTION 7. WORK RULE CHANGES

The Union recognizes the Company has the right to change modify, or add to the work rules that are not mandatory subjects of bargaining. Prior to any change in work rules, the Company shall give the Union at least fifteen (15) calendar days notices of any such changes in rules, and during such fifteen (15) day period at the Union's request, meet and review with the Union: a) the change(s); b) the reasons for such change(s); and c) listen to the Union's input on such proposed changes. After this fifteen (15) day period, the Company will proceed with implementing the change or addition to the work rule with or without the Union's agreement. The Union reserves the right to protest the application of these rules through the grievance procedure.

SECTION 8. PAYCHECK ERROR

A paycheck error should be brought to the attention of the Team Leader as soon as practicable. The Company will correct paycheck errors made by the Company, by issuing a check to the employee as soon as administratively possible, providing the error was in excess of four (4) hours pay. If the error is by fault of the employee or if the error is less than four (4) hours pay, the corrected amount will be added to the next paycheck.

SECTION 9. ADVERSE WEATHER/EMERGENCY CLOSING

- (A) At times, emergencies such as, but not limited to, severe weather, fires, power failures, or tornados may require closing of a work facility. In the event that such an emergency occurs during nonworking hours, local radio and television stations will be asked to broadcast notification of the closing.
- (B) When operations are officially closed due to emergency conditions, the time off from scheduled work will not be paid and no negative consequences under the Attendance Policy will be assessed.
- (C) Employees living in (or required to travel through) a county with a declared weather emergency or Hazardous Roadway Advisory limiting driving by impassable roadways that may require traffic to be redirected may be unable to meet their scheduled shift when a weather emergency is not declared in the worksite community, will be granted the following unpaid grace periods:

Level 1- a 1 hour grace period

Level 2- a 2 hour grace period

Level 3- an unpaid leave of absence and will be held harmless from negative attendance consequences for such absence.

- (D) Those employees at the worksite will be required to shutdown operations and will be permitted to leave when operations are stabilized as determined by the Company.
- (E) Any Employee that stays over during a weather emergency as defined above in Section C will be compensated at the rate of time and one half.

SECTION 10. PERSONNEL RECORDS

Employees shall be permitted to review their Company maintained personnel file. Any employee wishing a copy of any document in his personnel file shall be furnished a copy.

SECTION 11. WAGE ASSIGNMENTS/GARNISHMENTS

If the Company is required by law to withhold court ordered wage assignment and garnishments, such information will not become a part of the employee's personnel file.

SECTION 12. EVALUATIONS

Any periodic evaluations shall not be used for wage increases, to determine benefits, or as a step in the discipline corrective action procedure, but may be used to support corrective action.

SECTION 13. INVALIDATION OF PROVISIONS

- (A) If any provisions of this Agreement shall become invalid or in conflict with any Federal or State law, the remainder of the contract shall not be affected. The Company and the Union will negotiate necessary revisions in the contract to bring it into compliance with applicable provisions of the law. It is understood that no strike or lockout will be implemented as a result of negotiations that may take place under the application of this language.
- (B) The Company and the Union recognize their obligation to comply with all Federal and State laws.

SECTION 14. CHANGE OF ADDRESS

Employees shall notify the Company in writing or by email, of any change of address, telephone number, and emergency contact numbers and submit such written notification to the Human Resources Manager. Additionally, changes need to be made in the Self-service HR portal.

SECTION 15. DIRECT DEPOSIT/VOLUNTARY DEDUCTIONS

Employees will be paid in accordance with the payroll policies applicable to non-bargaining employees at the Lima location. Such changes shall include changes to the pay period, but the only pay periods that will be applied to the Union are weekly or bi-weekly pay periods. If the Company decides to change the payroll period to bi-weekly or weekly, the Company will notify the Union of the change at least 30 days before the effective date of the change.

SECTION 16. SUPERVISION

If a salaried employee has a production related request/job that needs to be completed, they will make a reasonable effort to follow the Chain-of-Command in place by communicating this to the employee's Team Leader.

SECTION 17. LABOR-MANAGEMENT MEETINGS

The Company and the Union commit to developing and maintaining a harmonious relationship. To that end, representatives from the Company's Site Management staff and the Union Bargaining Committee agree to meet periodically, as needed to discuss non-grievance items of mutual concern. Agendas will be exchanged five (5) calendar days prior to the meetings.

SECTION 18. WORK LOAD PRACTICE

Should there be a permanent, substantial change in the established workload practice that is not in accordance with current practice or due to technology change, the change(s) will be reviewed at least fifteen (15) calendar days prior to implementation with the Union.

ARTICLE VII SENIORITY

SECTION 1. ACQUIRING SENIORITY.

- (A) Seniority shall be defined as the period of time an employee has been continuously employed by **Nouryon** Functional Chemicals LLC at the Lima, Ohio, plant as measured by the date he/she was last hired into the bargaining unit.
- (B) **Nouryon** Functional Chemicals LLC will grant credit for years of service in ANFCLLC welfare benefit plans to such employees to the extent such years of service would benefit such employees (such as vacation and similar welfare benefit plans) offered employment by ANFCLLC at the time of the Acquisition (December 3, 1997) and such employees will become enrolled in the ANFCLLC pension plan effective January 1, 1998. Those individuals, currently in the bargaining unit, that were hired by ANFCLLC at the time of this acquisition will retain their original hire date for bargaining unit purposes.
- (C) When more than one (1) employee reports for work on the same day of hire, such employees will receive their seniority based on pulling numbers from a hat, with "number 1" having the highest seniority. **The Union and the Company have the right to be present when such numbers are pulled from the hat.**

SECTION 2. LOSS OF SENIORITY

An employee's seniority and all other rights under this Agreement shall be terminated for any of the following reasons:

- 1. The employee quits.
- 2. The employee is discharged for just cause.
- 3. The employee is absent for three (3) consecutive workdays without notification and/or a satisfactory reason to the Company.
- 4. The employee fails to return to work from a layoff within fourteen (14) calendar days after the Company has notified the employee to return by certified mail sent to the last address furnished to the Company by the employee.
- 5. The employee fails to return to work at the expiration of an approved leave of absence.
- 6. Employee is laid off for a continuous period of thirty (30) months.
- 7. The employee retires.

8. The employee is absent because of a workmen's compensation injury or illness for a period of twenty-four (24) months.
9. The employee is absent because of a non-worker's compensation injury or illness for a period in excess of twenty-four (24) months.
10. The employee leaves the bargaining unit to take a job not covered by this Agreement.

SECTION 3. SENIORITY LIST

- (A) The Company shall prepare a seniority list quarterly, if changes occur, showing seniority of each employee. A copy of the list, including the order of seniority and hire dates will be published on the intranet site.
- (B) Within thirty (30) calendar days after the ratification of this Agreement and upon request thereafter, the Company will provide the Local Union and Bargaining Committee Chairperson with the names, addresses, phone numbers, shift and rate of pay of all unit employees. Further, should the following occur, the Company will provide the Union with the name(s) of new hire(s), dates of hire, employee(s) granted a leave of absence, date of leave and date of return, name(s) of employee(s) terminated and date of termination, any employee(s) transferred out of the Bargaining Unit and the date of transfer.

SECTION 4. POSTING OF VACANCY

- (A) Should a job vacancy occur as determined by the Company, the vacancy will be posted on the Company e-mail/bulletin board for a period of ten (10) calendar days and will indicate the focus group, the shift, **Paid Skill** and the closing date. An employee desiring to be considered for such vacancy, must, within the allotted time file a job bid via e-mail or in writing. Preference will be given to those individuals within the same focus group as that of the vacancy. To ensure balance and diversity among the shifts, the Company shall have the right of refusal to deny a shift change request received from an operator working in the same focus group as that in which the vacancy exists. The Company will provide written documentation as to the reason for the denial. The Union reserves the right to grieve the reasonableness of the Company decision. If the vacancy is not filled from within the focus group consideration will be given to other bidders within the plant. An operator must be certified as a Chemical operator II operator in his/her current focus group to be eligible to bid into another focus group. In all cases the successful bidder shall be determined based on demonstrated ability and plant seniority. Where demonstrated ability is relatively equal, preference will be given to the employee with the greater length of plant seniority.
- (B) The successful bidder shall receive the Chemical operator II rate of pay until the employee becomes fully certified as a Chemical operator I in the new focus group.
- (C) The Company will only be required to post the original vacancy and one secondary vacancy that may occur from the original posting. Focus group personnel will not be given preference in this secondary posting. The Company will not be required to post any opening created in the Logistics.

- (D) If there are no bidders or the Company determines that the bidders are not qualified, the Company will have the right to fill the job with a new hire.
- (E) Focus Group Seniority: When an operator bids to a new focus group, his/her seniority will be frozen as far as bidding privileges, until he/she is certified in the new focus group. At this point, the operator's seniority reverts back to the plant seniority.

SECTION 5. LAYOFFS

Layoffs and recalls set forth in this article will be made within the identified Focus Groups on the basis of demonstrated ability and seniority. Where demonstrated ability is relatively equal, preference will be given to the employee with the greater length of plant seniority; the junior employee will be reduced first. Employees being reduced from a Focus Group will be permitted to displace operators based on plant seniority. The Union and Company agree to discuss movement created by a work-force reduction. The senior employee will retain plant seniority.

Prior to any layoff, temporary personnel (i.e., Manpower, Spherion) performing bargaining unit work and special assignment(s) will be eliminated.

- Chemical operator displaced to Logistic operator would be frozen at current rate of pay for a period of 1 year. After 1 year, the operator will be reduced to the applicable level of pay based on qualifications. If a Chemical operator opening goes up for bid, per Article VII, Section 4, it (or the backfill) must be taken by the most senior displaced Chemical operator or they will immediately move to the applicable level of pay based on qualifications.

SECTION 6. VOLUNTARY LAYOFF

- (A) When the Company notifies the Union of a layoff, it will canvas employees within the respective Focus Groups to determine if there are any volunteers for such layoffs. If there are no volunteers within the respective Focus Group, Section 5 above will apply.
- (B) A voluntary layoff may only last the actual layoff period or a maximum period of six (6) months, whichever is less, at which time the affected employee must return to work by displacing the least senior employee or it will be considered a voluntary termination.

SECTION 7. RECALL FROM LAYOFF

- (A) Employees on plant layoff status will be called back based on the reverse order they were laid off provided they possess the demonstrated skills to perform the job.
- (B) Notification will be by certified mail at the employee's last known address on file.
- (C) The company may also post a return to work date prior to the employees going on a layoff.
- (D) A copy of this notice will be given to the Union Chairperson.

SECTION 8. EFFECTS BARGAINING

The Company will enter into effects bargaining with the Union in the event of a lay-off involving one (1) or more bargaining unit employees.

SECTION 9. DEMONSTRATED ABILITY/SKILLS

Definition of demonstrated ability and/or skills equates to an operator having shown the capability of maintaining certification in any of the Job Classifications as a Level 1 Operator.

ARTICLE VIII
LEAVE OF ABSENCE

SECTION 1. APPLICATION

- (A) Application for a leave of absence should be submitted in writing to the Human Resources Manager at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.
- (B) Supporting documentation must be submitted at the time application is made for the Company to consider the leave of absence.

SECTION 2. MEDICAL LEAVE OF ABSENCE: RETURN TO WORK EFFECT CONTINUATION OF LEAVE

If an employee returns to work from a Medical Leave of Absence for less than ninety (90) calendar days and is approved for another Medical Leave, it will be considered the same leave.

SECTION 3. REINSTATEMENT FOLLOWING LEAVE OF ABSENCE

- (A) The employee will be reinstated to their classification, status, and shift/regular schedule provided they return from any unpaid leave, excluding FMLA, within thirty (30) calendar days unless the leave of absence is extended by the Company. In this case, the reinstatement time will be extended for the same period.
- (B) An employee on a Worker's Compensation Leave of Absence will be reinstated to their classification, status, and shift/regular schedule provided they return from the leave within twenty-four (24) months. If there is not an open position, the employee will displace the least senior employee in their classification and status. An employee displaced due to an employee returning from a leave of absence shall exercise their rights as provided in Article VII.

SECTION 4. SENIORITY ACCRUAL DURING A LEAVE OF ABSENCE

An employee will continue to accrue seniority only for purposes of Article VII while on an approved leave of absence subject to the provisions of the policies and Summary Plan Descriptions.

SECTION 5. INSURANCE COVERAGE WHILE ON A PAID LEAVE OF ABSENCE

All contributory benefits during a paid leave of absence, will be continued and payroll deductions will be made up to a maximum benefit period of twenty-six (26) weeks. Should the employee be receiving compensation from a third party, benefits will be continued. The employee will be

obligated to reimburse the Company for the employee's share of the premium when the employee returns from leave.

The employee may pay his/her debt to the Company in regular installments over an eight (8) week period via automatic pay roll deductions.

SECTION 6. TYPES OF LEAVE

A leave of absence may be granted for the following reasons:

Section 6a. Family Medical Leave (FMLA)

- i. The Company shall comply with the provisions of the Family Medical Leave Act of 1993.
- ii. The leave year for FMLA purposes shall be a rolling calendar year from date of first occurrence.
- iii. Employees will not be required to substitute paid vacation, personal days, or holidays for any FMLA absence. FMLA leave will run concurrently with the provisions governing Accident and Sickness benefits and Worker's Compensation Leave.
- iv. The Company shall continue to provide medical insurance coverage during the term of an approved FMLA leave. The employee portion of the premium during this paid leave of absence, will be continued and payroll deductions will be made up to a maximum benefit period of 12 weeks. If there were no payroll deductions, the employee will be obligated to reimburse the Company for the employee's share of the premium when the employee returns from leave. The employee may pay his/her debt to the Company in regular installments over a sixteen (16) week period via automatic payroll deductions.
- v. The Company agrees that life insurance and disability insurance shall be continued during FMLA leave at no additional expense to the employee.
- vi. Medical certification for an FMLA absence is required for absences of four (4) or more days of continuous or intermittent leave. An employee shall have fifteen (15) days to provide medical certification. Requests for FMLA should be made to the third party administrator designated by the company. The employee should make the request when physically able to do so. The company can request the leave on behalf of employee if the employee has provided enough information to believe FMLA may be appropriate.
- vii. In the event that a third health care provider is necessary to certify an FMLA leave, the parties agree that the provider shall be chosen as follows: The Union and the employee shall together offer the name of a third provider. If the Company refuses to accept this provider, the Company shall propose a provider. If the Union and the employee refuse to accept, each side shall prepare a list of three providers. These six names shall be placed in a box and a name selected in view of all parties. All communications with the third provider shall be by means of a joint letter from the

Union and the Company. The Company shall pay the fee for the third provider. The opinion of the third provider shall be final and binding.

- viii. Employees returning from FMLA leave must provide the Human Resources Manager with at least three (3) days' notice of the date the employee intends to return to work to coordinate scheduling efforts. The employee shall be assigned to their original position. Assignment to an equivalent position will only be permitted if the original position no longer exists or if the employee is physically incapable of performing the duties of the original position.
- ix. An employee is eligible for FMLA leave if the Company has employed him/her for at least twelve (12) months and has worked 1250 hours in the twelve (12) months prior to the first day of leave.

Section 6b. Worker's Compensation Leave

An employee unable to perform the essential responsibilities of their position because of a work related illness, injury or disability covered by Worker's Compensation, will be granted a Worker's Compensation leave of absence for up to Twenty-four (24) months. Employees will be compensated for all lost time to complete any worker's compensation related appointments, or attending BWC hearings. When these hearings are scheduled following an employee's scheduled night shift, the company will grant reasonable hours of unpaid leave at the end of said shift to accommodate attendance.

Section 6c. Military Leave

- i. Upon being drafted or volunteering for the Armed Forces of the United States, a leave of absence will be granted according to the regulations governing military leaves of absence for the applicable tour of duty.
- ii. A leave of absence will also be granted for Reserve Military Training for an employee who is in the Reserves of the Armed Forces of the United States. For up to two (2) weeks, an employee on such Reserve Military training will be paid the difference between their applicable pay, and the pay received for Reserve Military Training.

Section 6d. Personal Leave

- i. Upon written request to the Human Resources Manager or his/her designee, an employee may be granted a leave of absence without pay, not in excess of thirty (30) calendar days provided such leave is for good and sufficient reason, and the effect of granting such leave does not significantly interfere with the continuity of operations. Such leaves in any event shall not be for the purpose of working for another employer, trying out new work or venturing into business for oneself. If an employee is subpoenaed to appear in court for any reason, the absence will be covered under this personal leave provision.

- ii. In the event the employee is unavoidably detained due to circumstances beyond his/her control, and immediately contacts the Human Resources Manager, the leave may be extended, for good and sufficient reason, on a case-by-case basis.
- iii. Short-term personal leave may be granted by the company if it does not significantly interfere with the continuity of operations. For the purpose of this section, Short-term personal leave (NPNP) defined is any leave 12 hours or less, occurring in the same day as requested face to face. If more than one-operator requests such leave, leave will be granted on a first come basis. If all parts being equal then leave is granted to most senior operator. During specific periods when the Union and Company mutually agree, Short-term personal leave (NPNP) may be requested in advance.

Section 6e. Bereavement: Non-Paid Time Off

An employee may be allowed up to two (2) weeks off without pay due to the death of a member of the employee's family as defined in the bereavement article of this Agreement. At his/her option, the employee may use vacation time during such two (2) week absence.

Section 6f. Union Leave

- i. Educational
The Company may grant an unpaid short term absence(s) of up to twenty (20) total days in a calendar year to be used in full shift increments determined by the Union to Bargaining Committee members, Stewards, alternates, and other officers of Local Standing Committees to attend educational seminars and meetings sponsored by the Union.
- ii. Convention Attendance
Additionally, the Company will grant an unpaid leave of absence of up to seven (7) days to one (1) employee who is a delegate to the quadrennial UAW National Convention for the purposes of attending such convention.
- iii. Union Appointment or Election
A seniority employee elected or appointed to a full time office in the Union or the Local Union whose duties require his/her absence from work, upon receipt by the Company of a written notification from the Regional Director, may be granted an unpaid leave of absence for a period not to exceed six (6) months, and shall accumulate seniority during this term of office. At the end of such term of office, he/she shall be entitled to resume his/her regular seniority status including all job and recall rights in the same manner as any other employee who returns from leave, provided he/she reports for work within the two (2) week period following his/her term of office. Under no circumstances will more than one employee at a time be allowed this Union leave of absence.
- iv. Notification
The Union will provide two (2) weeks written notice prior to any such Union leave.

SECTION 7. ATTENDANCE POLICY

The Union, the Employees, and the Company recognize that absenteeism imperils the job security of employees and the successful future of the plant. In order to control habitual absenteeism and tardiness, which also includes leaving work early, and maintain consistency among employees, the Company will use a Corrective Action procedure based on the accrual of points for absences, tardies and leaving work early.

ARTICLE IX

PRODUCTION DEPARTMENT – CHEMICAL OPERATORS

SECTION 1. GENERAL

- (A) Chemical Operators shall be developed to complete activities at the Lima Site for safe and efficient manufacture of products.
- (B) An employee within an Operating Unit will be allowed to exercise their focus group seniority for preference of their rotation on their regular, assigned shift. The Company retains the right to set the length of Rotations based upon production and quality demands.
- (C) The site currently consists of four (4) focus groups:
 - Intermediates – is made up of 3 skills Board, Runner/Warehouse, and Tank Farm. Areas of the plant include but are not limited to, the Nitriles, and Hydantoin processes.
 - Liquids – – is made up of 2 skills Board and Runner/Warehouse. Areas of the plant include, but are not limited to, the Bersworth and Saponification processes.
 - Derivatives – – is made up of 2 skills Board/Runner and Runner/Warehouse. Areas of the plant include, but are not limited to, the Continuous Line, Metal Chelates, and Ammoniated processes.
 - Supply Chain – – is made up of 1 skill Tank Farm/Warehouse.
- (D) Chemical Operators must maintain proficiency in all positions in which they are trained.
 - The Team Leader will assign Paid Skill work.
 - Chemical Operators must work a minimum of 48 hours per quarter in each of their primary skills. The operator is required to demonstrate and maintain proficiency in all skills (both primary and paid skills).
 - An operator in on OT will not be forced to work outside of his/her Focus Group unless there are no other available means for staffing.

- Shift Swaps outside of the Focus Group will not be permitted.
- (E) For qualification of each focus group/classification refer to Job Descriptions
- (F) Job Posting (s) will include the vacancy's Paid Skill as determined by the Company.

SECTION 2. CLASSIFICATIONS

(A) Operator progression is as follows:

- New hire and/or entry level position.
- Logistic Operator: Operator who has qualified in the following skills:
 - i. Old Warehouse
 - ii. New Warehouse
 - iii. Robot operation
- Chemical Operator III – Logistic Operator who has either:
 - A) successfully bid to a focus group and has qualified in the following skills:
 - i. Runner in their Focus Group for Intermediates, Derivatives, and Liquids
 - ii. Paid skill for Supply chain
 - Or
 - B) qualified in two additional paid skills
- Chemical Operator II – Chemical Operator III who has either:
 - A) successfully bid to a focus group and qualified in the following skills:
 - i. Full tank farm as a paid skill for Intermediates
 - ii. A paid skill for Derivatives and Liquids
 - iii. Full tank farm for Supply Chain
 - Or
 - B) qualified in two additional paid skills
- Chemical Operator I – Chemical Operator II who has either qualified:
 - A) On the board in a primary Focus Group.
 - Or
 - B) As Full tank farm and one paid skill for Supply Chain

(B) Qualification Periods

- Logistic Operator qualification must be obtained within four (4) months from the date of hire, unless extended by the company.
- Logistic Operator must reach Chemical Operator III qualification within eight (8) months of training, unless extended by the company.
- Chemical Operator III within a focus group must reach Chemical Operator II qualification must be reached within an additional eight (8) months of training, unless extended by the company.

- Chemical Operator II within a focus group must reach Chemical Operator I qualification within an additional eight (8) months of training, unless extended by the company.
- (C) Failure to become qualified during this period of time may result in the loss of seniority.

See Appendix B for detail.

ARTICLE X

BENEFITS

SECTION 1. HEALTH/DENTAL AND PRESCRIPTION DRUG INSURANCE

- (A) The Company will provide the same medical and dental plans for active Bargaining Unit employees as it provides to the active salaried employees at Lima, OH facility subject to all contribution and plan provision changes as those offered to the active salaried employees.
- (B) As any change(s) are made to the active salaried medical and dental plans, the same change(s) and effective date of the change(s) will also apply to the active Union employee plans and are not subject to negotiation during the term of this agreement.

SECTION 2. RETIREE MEDICAL

- (A) The Company will offer the same Retiree Medical as provided to the salaried employees subject to all contribution and plan provision changes as those offered to the active salaried employees.
- (B) Effective October 1, 2006, all new hires/rehires, should they become eligible for the offered retiree medical program, will have to pay 100% of the premium. After January 1, 2007, current employees should become eligible for the same “retiree medical” plan with ten (10) years of service from age 45 forward.
- (C) As any change(s) are made to the salaried Retiree Medical, the same change(s) and effective date of the change(s) will also apply to the Union employee plan and are not subject to negotiation during the term of this agreement.

SECTION 3. FLEXIBLE SPENDING ACCOUNT

A Flexible Spending Account will be provided as described in the current summary plan description provided to the Union.

SECTION 4. ACCIDENT AND SICKNESS BENEFIT (A&S)

- (A) A weekly benefit of 70% of the employee’s applicable hourly rate starting on the 4th day of a continuous absence due to non-work related illness or injury will be provided. After the employee is absent for fourteen (14) consecutive calendar days, the employee will be paid for the first three (3) days of absence.
- (B) Effective January 1, 2017 the weekly A&S benefit will be increased to 80%.

- (C) The maximum time period of this benefit will be for a period of twenty-six (26) weeks. If a return to work date cannot be given by the physician, the employee will be required to give a medical update every thirty (30) calendar days.
- (D) **The A&S benefit will be managed entirely thru a 3rd Party Insurer.**
- (E) **All contributory benefits during an approved A&S leave will be in accordance with the current Collective Bargaining Agreement, Article VIII, Leave of Absence, Section 5. Insurance Coverage While on Paid Leave of Absence.**
- (F) **Employee pay will be calculated on a daily basis. Employees will be paid every day while on A&S approved leave in accordance with this section.**

Calculation: $\frac{(40\text{hr}) (\text{Hourly Wage}) (52\text{weeks})}{(365 \text{ Days})} \times 80\% = \text{Daily Rate}$

- (G) **Holidays that may occur while an employee is receiving approved A&S benefits will be referred to the holiday deferment program as set forth in Article 13, Section 2(B) and will be scheduled once the member returns to full duty.**

SECTION 5. LONG TERM DISABILITY (LTD)

An employee absent because of a non-workers' compensation injury or illness for a period in excess of twenty-six weeks may apply for LTD benefits as defined in the SPD as provided by the Company. LTD benefits will be provided at 50% of the hourly base rate up to a maximum of \$5,000 per month. Application for LTD should be made prior to the end of this twenty-six week leave period.

SECTION 6. VISION PLAN

The Company will provide the same vision Plan as provided to the active salaried employees subject to all contribution and plan provision changes as those offered to the active salaried employees. As any change(s) are made to the salaried vision plan, the same change(s) and effective date of the change(s) will also apply to the active Union employee plan and are not subject to negotiation during the term of this agreement.

SECTION 7. PENSION PLAN

Effective December 31, 2007, each employee's account balance in the HRAP will be frozen. Said account balance will include the Company's 2007 contribution based on the current plan formula. Starting in 2008, each employee's HRAP account balance will accrue interest only based on that respective years' 10 year treasury bond rates. If vesting criteria is met, the account balance may be distributed from this account at the employee's retirement, termination or death.

SECTION 8. SECTION 8. 401(K) HOURLY SAVINGS PLAN (HSP)

Effective January 1, 2008, the Hourly Savings Plan referred to as "HSP" will be implemented for all bargaining unit employees.

The Company will credit each employee's account based on the following formula:

<u>Year of Service</u>	<u>Contribution</u>
0-9	3%
10-19	4%
20-29	5%
30 & over	6%

Plus 3% of pay over the social security taxable wage base (2016 S.S. taxable wage base is \$118,500). Definition of Pay to include, base wage, shift differential and overtime.

Said contribution will be made whether or not an employee contributes to this account. Employees will be vested in these contributions after completing three (3) full years of service with the Company.

Employees will be eligible to make contributions to the HSP account on a before tax basis up to 25% of eligible pay plus 6% after-tax. Employee contributions are deducted automatically each pay period. For the calendar year 2021, the Company will also contribute a match to each employees' pre-tax basic contribution of 80% on the employee's first 6% of pre-tax basic contributions. **Beginning January 1, 2022, the Company will contribute a match to each employees' pre-tax basic contribution of 90% on the employee's first 6% of pre-tax basic contributions.**

Employees will be immediately vested in all Company matching contributions.

Additional details of this plan will be made available in a Summary Plan Description provided by the Company.

The Company retains the right to change, modify, or delete this plan with a thirty (30) calendar day notice to the Union.

SECTION 9. LIFE INSURANCE

Effective with the ratification of this contract, group life insurance of **\$80,000** will be provided at no cost to the employee.

SECTION 10. OPTIONAL CONTRIBUTORY LIFE INSURANCE

The Company will provide the same Optional Contributory Life Insurance Program as provided to the active salaried employees subject to all contribution and plan provision changes as those offered to the active salaried employees.

As any changes are made to this Optional Contributory Life Plan, the same change(s) and effective date of the change(s) will also apply to the active Union employee plan and are not subject to negotiation during the term of this agreement.

SECTION 11. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Participation in the Company's Employee Assistance Program (EAP) will be provided for active Bargaining Unit employees the same as it provides for active salaried employees at Lima, OH facility.

SECTION 12. HEALTH CLUB PROGRAM

The Company will maintain the Health Club reimbursement program that is currently in effect for active Bargaining Unit employees covered by this Agreement. Should any modifications to the Lima site plan occur in the future, the union will be subject to these modifications.

SECTION 13. COBRA

The Company will offer COBRA coverage as required by law. The employee will be responsible for the full cost of the premium plus a 2% administration fee.

SECTION 14. VOLUNTARY ACCIDENT INSURANCE

Effective January 1, 2007, the Company will provide the same Voluntary Accident Insurance program for active bargaining unit employees as it provides to the active salaried employees at the Lima, Ohio facility, subject to all contribution and plan provision changes as those offered to the active salaried employees.

As any changes are made to this Voluntary Accident Plan, the same change(s) and effective date of the change(s) will also apply to the active Union employee plan and are not subject to negotiation during the term of this agreement.

SECTION 15. TUITION REIMBURSEMENT

The Company will provide the same Tuition Reimbursement program for active Bargaining Unit as it provides the site active salary employees.

ARTICLE XI **OVERTIME DISTRIBUTION**

SECTION 1. GENERAL

The Company shall assign any necessary overtime as evenly as possible to qualified members of the Union. All employees shall be expected to work overtime.

SECTION 2. PROVISIONS

Subject to the following provisions, the Company will post weekly a list of hours of overtime worked.

- (A) Overtime hours worked will be posted on Wednesday of each week.
- (B) The overtime ranking posted the previous Wednesday shall prevail for *running the overtime list to fill* assignments for the next pay period.
- (C) On the Wednesday following the first full week of the new year, the overtime distribution list will be reduced to zero for all employees and then the hours from the first full week of the year will be added to the zeroed OT list. The relative standing (rank) as of the time of this reduction will determine the initial overtime priority for the next year's list
- (D) Employees returning from an absence of three (3) weeks or more will have the average number of overtime hours worked during the absence added to their hours as of the time he/she departed. This is to be calculated by taking the top four (4)

and bottom four (4) out and averaging the remaining plant wide OT for the time period the operator was off work.

SECTION 3. OVERTIME ASSIGNMENT

- (A) When overtime is required, it will be posted a minimum of 7 days in advance, excluding FMLA, A&S, and bereavement.
- (B) Overtime assignments for Liquids, Derivatives and Intermediates shall be filled in the following order: (i) offered to employees working in the opposite shift with the same focus group by offering the overtime to the operator with the lowest overtime hours worked and progressing to the operator in the same focus group with highest overtime hours worked; (ii) in the event this procedure does not result in full staffing for necessary overtime (i.e., if all employees in the opposite shift and same focus group refuse) the overtime will be canvassed as general overtime to all chemical operators on the opposite shift (Chemical Operators with lowest overtime hours worked shall have priority), provided that if this process is not able to offer coverage as needed by the company, on a case by case basis, the Company has the right to refuse overtime covered in this manner and move directly to step 3; (iii) in the event Steps (i) and (ii) do not result in full staffing necessary for overtime, the qualified employee with the lowest amount of overtime worked will be deemed obligated to work. When offering overtime hours and operators have an equal number of overtime hours worked for the year according to the overtime distribution list, the Team Leader will offer the overtime to the employees with equal overtime hours from higher to lower seniority. If the overtime is not filled by offering in this manner, the less senior operator may be forced to work the overtime. Employees will be allowed to swap OT days as is the current practice, as well as split-shift (6 hour increments) of overtime once it has been filled. The Attendance policy (appendix C) will apply to both parties on the split and the first operator will be released after completing his/her portion of the split.
- (C) Electronic posting shall note classification and focus group.
- (D) Chemical Operator Overtime will be filled by face-to-face contact a minimum of 7 days in advance. In the event that this results in a higher hour operator being forced, a lower hour operator that returns the following day or on the next OT filling day (the day before your last scheduled day prior to the OT), may be forced to cover the vacancy instead. The onus to notify the Team Leader of this switch rests with the original forced Operator. An operator cancelling their vacation will immediately be placed in the OT pool including currently filled OT. Thus this operator may be forced on their last scheduled day.
 - Monday Tuesday OT will be filled on the previous Monday using the OT list created for the week in which the OT position is filled.
 - Wednesday Thursday OT will be filled on the previous Wednesday using the OT list created for the week in which the OT is filled.
 - Friday Saturday Sunday OT will be filled on the previous Friday using the OT list created for the week in which the OT is filled.

(E) Logistic and Supply Chain Overtime will normally be filled as General Overtime

- Supply Chain employees normally scheduled for an 8 hour shift may be forced to stay over up to 2 hours 2 times per week.
- If overtime is required, the employees will be notified no later than 2 hours prior to the end of the shift.
- The employees involved in covering this overtime may rotate in a mutually agreeable fashion.
- The hold-over will not be utilized if the Production Superintendent or designee deems that operations can absorb the workload.
- In addition to this, one of the employees may be forced up to one hour without prior notice. This hour will count as one of the 2 times a week that the operator may be forced to stay over.
- If overtime is needed in logistics beyond what is described above in this subsection (F), then overtime shall be run as general with preference given to the logistics employees.
- If overtime is needed in Tank Farm beyond what is described above in this subsection (F), then overtime shall be run as general with preference given to the Tank Farm employees.
- If no employee volunteers in either logistics or Tank Farm, then the overtime may be forced first within the skillset if available and if no one is available overtime will be forced to the general group based on hours worked (lowest overtime hours forced first).

(F) In cases where call-ins are required, the Company will contact qualified employees in order of their hours on the overtime distribution list. If the overtime is not filled after calling the designated off-shift, the Team Leader will then proceed with calling the other designated off-shift to fill the overtime, in the same principle of qualified employees in order of their hours on the overtime distribution list. Once these criteria have been satisfied, the Company is then free to fill it in the most efficient fashion.

If an employee wishes to be excluded from the call list he/she shall let it be known by signing the No Call List. Once this occurs, the Company shall not be required to adhere with Article XI Overtime Distribution. Likewise, there shall be no grievable act if the Company calls someone on the No Call list regardless of whether they accept or decline. The No Call List shall be located in the Team Leader's office.

(G) The Company may force OT up to and including the last scheduled day before the required OT to cover short notice FMLA, A&S, and Bereavement leaves.

(H) General Coverage resulting from a forced position shall not displace an operator from their focus group, unless there are no other available means for staffing.

(I) **The Company will provide the Union a copy of the overtime filling sheet with signatures.**

- (J) **Overtime will be cancelled no less than 12 hours prior to the start of the shift. If the Company cancels overtime less than 12 hours prior to the start of the shift, it shall be the employee's choice whether to report to work for the overtime.**

ARTICLE XII

HEALTH, SAFETY, AND ENVIRONMENTAL

The Company shall have the right to establish and implement plant safety rules and procedures and make provisions for the safety and health of its employees at the plant during the hours of their employment.

The Union agrees to cooperate with the Company's efforts regarding employee participation in the Company's safety program, adherence to safety and housekeeping rules, procedures and regulations and working safely.

Union members who attend meeting prior to or just after the shift end will be paid for time in attendance at their applicable hourly rate. Union members who attend on their off day will be paid their applicable hourly rate for time spent at such meeting in accordance with Article XVII, section 5.

The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment and furnish protective devices and protective equipment wherever necessary (uniforms, gloves, safety glasses, etc., which will be provided and maintained at no cost to the employee).

Members of the bargaining unit will participate in the site HSE program, for example Value Based Safety, Process Safety Management of Change process, pre-startup safety reviews, hazops, **leadership**, and any other programs implemented.

Behaviors found in relation to the VBS observations will not be disciplined.

Effective January 1, 2007, two (2) pairs of "ANSI approved" safety shoes at a maximum of \$150.00 per pair will be reimbursed annually by the Company. The Company will provide the Chemical Operators with Tank Farm rotation, one (1) pair of steel-toed rubber boots per year, and one (1) pair of insulated, steel toed, rubber boots per year. The employee must provide the Company with proper documentation that the described safety footwear was purchased before such payment will be made.

Employees are eligible for a one-time reimbursement of the cost of replacing a "wedding ring/set" with an expandable SafeRingz not to exceed \$10 plus shipping and handling.

ARTICLE XIII

HOLIDAYS AND VACATION

SECTION 1. DESIGNATED HOLIDAYS

The Company will offer **eight (8)** paid holidays per year as set annually:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

SECTION 2. HOLIDAY PROVISIONS

- (A) If an employee is not scheduled to work on a regular holiday, they will receive eight (8) hours at their straight-time rate, provided the employee works the scheduled work day immediately before and immediately after the regular holiday.
- (B) If an employee works on a regularly scheduled holiday, the Employee will have the choice of (i) receiving holiday pay at the respective number of hours they were scheduled plus one and one-half times the hourly straight time rate for hours worked on a holiday or (ii) with prior written request and approval, convert the holiday pay into a Deferred holiday, and receive straight time pay for hours worked on the Designated Holiday (the written request shall include the date of the Deferred Holiday to be taken, and approvals will be granted if overtime coverage can be secured).
- (C) Any employee required to work on a holiday and who does not report as scheduled shall not be paid under any of these holiday provisions.
- (D) Holidays paid for, but not worked by the employee, are not counted as time worked for the purpose of computing overtime pay.

Exception: Operators assigned a Monday through Friday work schedule will observe holidays as designated by the Company. In the event that those operators are required to work on a Saturday or Sunday during a holiday week, holiday hours paid or worked are counted as time worked for the purpose of computing overtime pay.

SECTION 3. PERSONAL HOLIDAYS

In addition to the **eight (8)** noted holidays, the employee will earn **three (3)** personal holidays:

- (A) **Personal holidays will be prorated upon date of hire for new hires.**

- (B) Personal holidays should be scheduled in advance as in the case of vacation. **Advanced scheduling of Personal Holidays will not result in forced overtime coverage.**
- (C) An employee may call in a personal holiday at least one hour prior to the start of the shift.
- (D) Personal Holidays not taken by December 31st will be paid out in January.

SECTION 4. VACATION BENEFITS

The Company will offer vacation:

- (A) **Newly hired employees will start accruing vacation upon their hire date, but are not eligible to take vacation until 3 months of continuous service. Employees hired after October 1 of the calendar year will become eligible to take vacation time the following year.**
- (B) Employees earn the above entitlement on the first day worked after January 1 of the year in which their anniversary falls, with the exception of the first year's vacation.
- (C) Eligibility for vacation will be based upon years of service according to the following schedule:
 - 1 to 4 years service.. ..80 hours
 - 5 to 9 years service.. ..120 hours
 - 10 to 19 years service.. ..160 hours
 - 20 or more years service.. ..200 hours

SECTION 5. VACATION TERMS

- (A) Vacation day(s) must be taken in full shift increments. If a balance remains, not equaling a full shift, the employee may take the entire day off and receive pay for only the amount of hours left with no points. Or, the employee may take off only the remaining hours of vacation time and work the balance of the shift.
- (B) Vacation must be requested by noon 6 business days in advance of the day being requested, with the exception of a vacation being taken on a holiday. Vacation approvals must be received in writing.
- (C) Employees may be granted short notice vacation provided they secure their own coverage. Coverage must be with an employee of equivalent qualification. Short notice vacation will only be granted after personal holidays are used. Company is held harmless from any contractual violations resulting from this OT being filled improperly, however the attendance policy is applicable.
- (D) Holiday vacation scheduling will be entered thirty (30) days in advance. Overtime to cover a holiday will be posted 2 weeks in advance, thereby possibly avoiding need to force holiday overtime at last minute

- (E) Vacation day(s) off will be paid at the employee's straight time hourly rate.
- (F) An employee will automatically be locked in on the days preceding and following a scheduled vacation day(s) as is the current practice. Employees will not be forced to cover overtime on these days. An employee who wishes to be eligible for the OT on the days preceding and following scheduled vacation day(s) must note this on his/her electronic vacation request in the online vacation system when a vacation request is made.
- (G) Upon termination of employment, employee will be paid the vacation hours accrued.
- (H) Any remaining vacation that is not scheduled by December 1st will be paid out to the employee with maximum sell back of 60 hours. Union agrees with understanding that prior to December 1st a list will be generated during the 2nd week of November regarding the remaining Vacation hours and Operators will be notified of what remaining vacation they have and allowed to schedule it.
- (I) Vacation will not be carried over from one year to the next and all vacation must be taken or sold in the current year. The Company reserves the exclusive right to schedule and cancel vacations based on business requirements.
- (J) An employee may only schedule the number of days he/she has available.
- (K) Vacation will be granted by seniority if requested by January 31st. After this date, all requests will be granted on a first come, first served basis

SECTION 6. VACATION PAY DUE TO ILLNESS

The Company will allow two (2) vacation days to be used as sick days (employee's own illness.) The employee must give at least thirty (30) minutes notice prior to the start of the shift that they will be absent. Pending receipt of a written doctor's slip and written vacation request, the employee will receive 1 full shift increment of vacation pay in the next available pay period. This will be limited to two (2) occurrences per calendar year. Doctor slips and vacation requests must be received by the Human Resource department upon the employee's return to work.

ARTICLE XIV **BARGAINING UNIT WORK**

PERFORMING BARGAINING UNIT WORK.

Supervisory, technical and managerial personnel will not normally perform the same duties of the bargaining unit employees. Supervisory, technical and managerial personnel may perform the same duties of the bargaining unit employees for the purposes of instruction, set-up, demonstration, introduction of new processes, procedures or equipment, in cases of emergencies, in the performance of necessary work when production difficulties are encountered, or when insufficient numbers of trained personnel are available because of absenteeism, or for the purpose of the supervisor, technical support person, or manager learning how to operate new processes,

equipment or machines, or for the purpose of gathering information during experimental work, or to perform work incidental to their managerial responsibilities.

ARTICLE XV **JURY DUTY**

SECTION 1. JURY DUTY PAY

Employees called for jury duty will be allowed the required time off from their scheduled workdays for such duty. The employee will be paid the difference between his/her applicable hourly rate and the payment he/she receives for jury service for hours he/she would have normally worked during such required time off.

SECTION 2. JURY DUTY MORE THAN FOUR HOURS

If an employee is on jury duty for more than four (4) hours on their scheduled workday, the employee will be paid the difference between his/her applicable hourly rate and the payment he/she receives for jury service for the entire regularly shift he/she normally would have worked that day.

SECTION 3. JURY DUTY PAYS LESS THAN FOUR HOURS

If an employee is on jury duty for less than four (4) hours on their scheduled workday, they will be paid for the actual time spent in jury duty, and report to work for the number of hours that represent the balance of their shift, unless previously excused by the Team Leader or Human Resources Manager. In the event the employee is excused, he/she may elect to use vacation time for the balance of their work hours, which are not paid for jury duty.

SECTION 4. NIGHT SHIFT EMPLOYEES

The Company and the Union agree that those employees on a night shift for their tour of jury duty will be worked with on a case by case basis, so that hours worked are reasonable for both the employee and the Company. In no event, will an employee be required to work more than a twelve (12) hour shift as a combination of the two. The night shift employee will be paid the difference between his/her applicable hourly rate and the payment he receives for jury service for hours he/she normally would have worked.

ARTICLE XVI **BEREAVEMENT**

SECTION 1. BEREAVEMENT LEAVE

In the event of the death of a family member, union employees will be granted paid time off up to three (3) regularly scheduled consecutive days for the purpose of attending the funeral / memorial service. Management has the right to require proof of attendance before payment will be made.

SECTION 2. NOTICE REGARDING BEREAVEMENT

Employees who wish to take time off due to the death of a family member should notify their immediate supervisor.

SECTION 3. FAMILY MEMBER DEFINED

A “family member” is defined as the employee’s: spouse and/or domestic partner (akin to a spouse and residing with the employee), children, parents, grandparents, father-in-law, mother-in-law, aunt, uncle, sister, brother, nephew, niece, brother-in-law, sister-in-law, step and foster children, step and foster parents and grandchildren.

Additionally, an employee will be granted 12 hours unpaid leave to attend funeral services for their spouse’s aunt, uncle, and grandparents. Management has the right to require proof of death of deceased family member.

ARTICLE XVII **HOURS OF WORK AND PREMIUM PAY**

SECTION 1. STARTING TIMES

Currently the starting time for the normal work week is 7:00 a.m. Sunday and ends on the following Sunday at 6:59 a.m. The Company retains the exclusive right to schedule the plant and any of its operations and may, as an example alter the above starting times of the work week, work day or normal shift schedules. Should general economic conditions require a reduction of hours of work in a normal work week, the Union will be notified of any such change thirty (30) calendar days prior to the establishment of the resulting work schedule unless business conditions require an acceleration of this time.

SECTION 2. WORK HOURS

Currently the normal working hours on the 12 hour, rotating shift are, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. The Company and Union agree that there are no current plans or intentions to discontinue the twelve (12) hour shifts. Effective April 6, 2014 but subject to change within the scope of the CBA the Tank Farm shifts consist of:

- One (1) Monday – Friday 8:00 am to 4:00 pm shift
- Two (2) Rotating 12 hour Days - 7:00 am to 7:00 pm shift

The Company retains the exclusive right to schedule the plant and any of its operations and may, as an example alter the above starting times of the workweek, workday or normal shift schedules. Should general conditions require a reduction of hours of work in a normal workweek, the Union will be notified of any such change 30 calendar days prior to the establishment of the resulting work schedule unless business conditions require an acceleration of this time.

If an alternative temporary work schedule is required, the Union and Company agree to discuss all particulars in advance, including vacations and holidays that occur during the temporary work schedule.

SECTION 3. REST BREAK AND LUNCH PERIODS

- (A) With the permission of their supervisor employees will be allowed reasonable time away from their work areas for personal needs.
- (B) Employees scheduled on shift operations will be entitled to a lunch period that will be taken “on the fly” as work activity allows. Said period will be with the

permission of the employee's supervisor and may be out of the employee's work area but not off-site. Those employees regularly employed on other than the twelve hours shift schedule will be allowed an "on the fly" lunch period as the work activity allows, after receiving permission from their supervisor. Said period may be out of the employees work area but not off-site.

- (C) Time away from work for meal periods may be assigned by supervisors and vary in accordance with production requirements.

SECTION 4. SHIFT SWAP PROCEDURE

- (A) To swap a shift with a co-worker, an employee may submit, in writing, to the Team Leader, the shifts or number of hours swapped/dates/times, names of employees involved. The exchange must fall into consecutive pay periods, and the exchange must be cost neutral.
- (B) While a reasonable amount of shift swaps will be allowed, the Company reserves the right to not allow an employee to exercise this option. **If a shift swap is denied, the Company will provide its response in writing.**

SECTION 5. REPORT IN PAY

- (A) An employee permitted to report for work on his/her regular shift or scheduled overtime without having been previously notified that there is no work available, shall receive a minimum of four (4) hours pay at his/her regular hourly rate.
- (B) Four (4) hour minimum pay shall be applied to meetings and all required company events.
- (C) The Company shall have the right to assign the employee to perform tasks, for which the employee is qualified, regardless of the overtime initially offered, during the shift as long as the work offered is production related.
- (D) This provision shall not apply in cases of power failure, fire, Acts of God, work stoppages, labor disputes or any other conditions beyond the control of the Company.

SECTION 6. WORK SCHEDULE POSTING

The Company retains the exclusive right to change and/or modify the work schedule when business conditions, as determined by the Company, require such a change or modification.

SECTION 7. OVERTIME PYRAMIDING

Overtime payments shall not be pyramided. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis.

SECTION 8. NORMAL RELIEF

Such time that employees may require to make normal relief will not count as overtime hours unless otherwise required by law. After prior approval, additional time will be compensated when extended turnovers require an employee to work longer than six (6) minutes after completion of a twelve (12) hour shift.

SECTION 9. OVERTIME COMPENSATION PROVISIONS

- (A) Time and one half for all hours worked over forty (40) and on un-scheduled days within the workweek.
- (B) Double time will be paid for all hours worked on the 7th consecutive workday within the ~~workweek~~. For this section only, a day worked will be a minimum of 8 hours worked for 12-hour shift employees and 6 hours worked for an 8-hour shift employee.
- (C) Only hours worked will be included in the computation of overtime.

SECTION 10. TRAINING

The Company agrees that it will make a reasonable effort to perform necessary training during the day shift, for the respective shift on their day shift “short week”, on Tuesday’s of each week. Should the Company determine that this “Training Day” will not meet the needs of the plant, the Company shall have the right to schedule training in whatever manner it deems necessary.

SECTION 11. TRAVEL TIME PREMIUM

Collective bargaining members within Nouryon may require travel in the United States and abroad. The purpose of this Section, Article XVII is to state the pay rules that apply to Union employees when traveling and/or offsite on company business.

- (A) **Normal Work Hours Defined.** “Normal work hours,” for the purposes of Section 11, are defined as the days and times an employee is scheduled to work (12hr/8hr shift), as stated in Art. XVII, Sect. 1 & 2. Shifts were the employee could have worked or even could have been mandated to work will NOT be considered “normal work hours.”
- (B) **Travel Time Defined.** “Travel Time”, for purposes of Article XVII, Section 11, is defined as pre-approved time an employee spends traveling, attending training, conferences, or any other company business requiring the employee to be off site. All “travel time” hours will be approved by the highest ranking salary member in attendance and will reflect ONLY hours worked.
- (C) **Travel Time Within Normal Work Hours.**
Any portion of authorized travel, time that takes place within normal work hours will be treated as worked hours. This time will be paid at the employee’s regular hourly rate, excluding shift premium. If travel, time is less than the employee’s normal work hours scheduled work day (12hr/8hr.shift), as stated in Art. XVII, Sect. 1 & 2, the employee will be compensated his or her normal scheduled hours.
- (D) **Travel Time Outside of Normal Work Hours.**
Travel time that takes place outside of normal work hours will be compensated at the employee’s regular hourly rate, exclusive of shift premium. Employee will be paid for time spent only. Rate of pay will be determined by, Article XVII, Section 9, A, B, & C. Article XVII, Section 5 is NOT applicable.

- (E) **Calculating and Reporting Travel Time.**
Employees are responsible for accurately tracking, and reporting travel to the on-shift team leader by Sunday noon. Failure to do so may result in hours being paid in the NEXT payroll.
- (F) **Travel in addition to normal work hours**
Employees who are scheduled may not exceed any combination of work and travel greater than 16 hours.
- (G) Employees who represent the company on travel / off site will review and adhere to site travel related procedures. The only exceptions are those expressed within this CBA.

ARTICLE XVIII

FITNESS FOR DUTY/DRUG POLICY

SECTION 1. EMPLOYEE PHYSICALS

- (A) The Company will provide, at no cost to the employee, a physical examination on a frequency as required by regulation, to all employees on the Emergency Response Team by a health care professional of the Company's choice. Employees will take these physicals on their day off and will be compensated no less than three (3) hours at their applicable hourly rate. Employees are responsible for scheduling and keeping their appointments. If a follow-up appointment is necessary, it may be scheduled on the employee's scheduled workday, with approval of the Human Resources Manager.
- (B) If the health care professional advises the employee he/she is unable to work for a health reason, the employee shall be placed immediately on a Medical Leave. The employee will be paid for the remainder of his/her shift and shall not receive any negative consequences under the attendance policy.
- (C) Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

SECTION 2. SUBSTANCE ABUSE POLICY

The Company and Union recognize drug and alcohol dependency is an illness and a major health problem. The Company and Union also recognize substance abuse as a potential health, safety and security problem. An employee seeking help in dealing with such problems will be directed to an employee assistance (EAP) or rehabilitation program through the employee's selected health insurance plan, subject to its provisions and limitations. Reference Appendix D for complete Substance Abuse Policy details.

ARTICLE XIX
NO STRIKE, NO LOCKOUT

- (A) During the life of this Agreement, and during any extension or continuation thereof, the Company will not conduct or authorize any lockouts and the Union will not authorize, instigate, cause, sanction or aid, nor will any member of the bargaining unit take part in, any slowdown, curtailment of work or other interference with the Company's business operations, including but not limited to sympathy strikes or strikes in protest over alleged unfair labor practices.
- (B) In the event that an unauthorized strike, work stoppage, picketing or other action referred to in paragraph "A" occurs, the Union shall, upon receiving notice from the Company that such action has occurred, immediately take all appropriate actions to promptly terminate such activity.
- (C) In the event of a strike, stoppage, slowdown, curtailment of work or interference with the Company's business operations in violation of this Agreement, any employee who participates in, provokes, agitates, leads or induces others to take part in any such action shall be subject to discipline, up to and including termination from employment.

ARTICLE XX
MANAGEMENT RIGHTS

All rights of management are retained by the Company except to the extent that such rights are specifically limited or modified by an express provision of this Agreement. Such rights include but are not limited to the right to manage the business affairs of the facility, to determine standards of operations and production, to determine all matters concerning or related to the management and administration of the facility, to develop and adopt new methods, procedures and equipment, and to train and direct employees in such use, to direct the working force, determine the schedules and nature of work to be performed and the methods, procedures, equipment to be utilized by the employees in the performance of their work, to eliminate, consolidate and develop new classifications, operating units and departments, to suspend, discipline or discharge employees for just cause, to expand or reduce the workforce, to hire, classify, transfer and assign work, to make and enforce reasonable rules and regulations, to maintain order and efficiency and to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort, to schedule the hours of work, determine the services, processes and extent of the facilities operations, to determine the location of the facilities, to relocate, consolidate or transfer operations in whole or in part, to contract and subcontract work normally performed by bargaining unit employees, to utilize the service of temporary employees and to utilize employees wherever and however necessary in cases of emergency.

The exercise or non-exercise of rights hereby retained by the Company shall not be construed as a waiver of any such right or of the right to exercise such right. It is also agreed that the enumeration of this management prerogative shall not be interpreted to exclude any other management rights or prerogatives that have not been specifically enumerated.

ARTICLE XXI
PROBATIONARY EMPLOYEES

Each new employee shall be considered a probationary employee until he/she has been employed for nine (9) months from the date that he or she first completes classroom training. When such probationary employee completes this probationary period, he/she shall become a regular employee and given credit for all time worked during the probationary period. The probationary period, through mutual written consent between the Company and the Union, may be extended on a month-to-month basis. Probationary employees are entitled to exercise all rights under the Agreement, except that they may be terminated at the discretion of the Company.

ARTICLE XXII
NEW OR CHANGED JOBS

Whenever a new job is established or a substantial change (excluding technological changes) in the job content of an existing job occurs, a rate of pay will be established by the Company on the basis of comparison with the established jobs. The Company agrees to meet with the Union and discuss the new or changed job at least thirty (30) days prior to being implemented. The determination of the proper rate of pay shall be made initially by the Company, but the Union may file a grievance in the fourth step with respect to the rate of pay only, within thirty (30) calendar days from the effective date of the new rate. The thirty (30) day period may be extended by mutual agreement. The authority of the arbitrator shall be limited to a determination of whether the wage rate established by the Company for the new or changed classification is consistent with the duties, skill requirements, responsibility and effort of the job based on a comparison with the other classifications under the existing rate structure. Under no circumstances will the arbitrator be empowered to establish a new wage rate that is either four percent (4%) higher or lower than the rates existing under the current contractual rate structure.

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall become effective 12:01 a.m. September **17, 2021**, and shall remain in full force and effect through 11:59 p.m. September **16, 2026** and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, re-negotiate, change or amend this Agreement.

If notice is given as required in this Article, and agreement is not reached prior to the expiration date, the existing Agreement will remain in full force and effect until either party notifies the other, in writing, that the Agreement will terminate in thirty (30) days.

The parties having met for the purpose of negotiating a Collective Bargaining Agreement, declare that the foregoing represents the sole and complete Agreement between the Company and the Union for the period of 12:01 a.m. September **17, 2021**, up to and including 11:59 p.m., September **16, 2026** and further that each had the opportunity to bargain on all issues and matters during

negotiations and that all other requests and proposals made by both of the parties are waived and withdrawn herewith.

APPENDIX A – WAGE INCREASE

General Wage Increases

- (A) Effective **1/2/22** @ 7:01 a.m. implement an across the board increase of **2.75%**.
- (B) Effective **1/1/23** @ 7:01 a.m. implement an across the board increase of **2.5%**.
- (C) Effective **1/7/24** @ 7:01 a.m. implement an across the board increase of **2.5%**.
- (D) Effective **1/5/25** @ 7:01 a.m. implement an across the board increase of **2.5%**.
- (E) Effective **1/4/26** @ 7:01 a.m. implement an across the board increase of **2.5%**.

Effective Date

Classifications	<u>1/2/2022</u>	<u>1/1/2023</u>	<u>1/7/2024</u>	<u>1/5/2025</u>	<u>1/4/2026</u>
New Hire	\$22.80	\$23.70	\$23.95	\$24.55	\$25.16
Logistic	\$27.31	\$27.99	\$28.69	\$29.41	\$30.15
<i>One added skill</i>	\$28.49	\$29.20	\$29.93	\$30.68	\$31.45
Chemical III	\$29.67	\$30.41	\$31.17	\$31.95	\$32.75
<i>One added skill</i>	\$30.92	\$31.69	\$32.48	\$33.29	\$34.12
Chemical II	\$32.16	\$32.96	\$33.78	\$34.62	\$35.49
Chemical I	\$40.67	\$41.69	\$42.73	\$43.80	\$44.90

Short term incentive – Operators will have an opportunity to earn variable pay based on individual performance and achieved site objectives. Individual performance will be evaluated by the Company. Site objectives will be defined annually by the Company and may include, but are not limited to: Key Performance Indicators in Safety, Quality, Delivery, Efficiency, and Cost Control. The annual target percentage will be (1%) of base pay, overtime, and shift premium in years 1 through 4 with a target of 1.5% in year 5. Any pay earned through the short term incentive plan will be paid annually in March of the following year to employees who have completed 1 year of service and were employed as of December 31st of the affected year.

Shift Differential

Effective with the ratification of this agreement, employees will be paid a shift premium of one dollar (\$1.00) per hour for hours worked during the night shift rotation. This will be an add-on to any overtime premium or calculation.

Differential Pay for Assistant Team Leader Role

The Company shall have the right to assign any employee to the position of Assistant Team Leader for any period of time. The rate of pay for this job will be **\$4.50** and will be folded into the base rate for the computation of overtime. While on this assignment, the Assistant Team Leader will not be required to perform the normal full time duties of a Chemical Operator.

Once the off shift team leader (s) have made a determination that the Assistant Team Leader will be utilized the following process will be used. Overtime will be solicited in accordance with all Article XI, Section 3 (C). In the event that there are no volunteers overtime will be solicited in accordance with Article XI, Section 3 (F). An operator will not be forced.

Signing Bonus

If this agreement is ratified by 6:00 p.m. on September **22, 2021**, employees covered under this agreement will receive a one time signing bonus of **\$1200**. Said signing bonus will be paid

within three (3) weeks of ratification. Failure of the union to ratify this agreement by said date and time will automatically rescind this signing bonus. The Company reserves the right to withdraw any and all offers made during these negotiations if contract ratification is not received by 6:00 p.m. on September **22, 2021**.

Appendix B - Operator Classifications

	Intermediates	Liquids	Dert	Supply Chain	Training path outside of focus group	Paid Skills
Chemical Operator I	Board Operator	Board Operator	Board Operator / Runner	Paid Skill *		Liq Runner
Chemical Operator II	<div> <div>Paid Skill</div> <div>Full Tank Farm</div> </div>	Paid Skill	Paid Skill	Full Tank Farm / Warehouse	Int Runner	Dert Runner
Chemical Operator III	<div> <div>Runner / Full Tank Farm</div> <div>Runner / Warehouse</div> </div>	Runner / Warehouse	Runner / Warehouse	Paid Skill *	Liq Runner	Int. Runner
Logistic Operator					Dert Runner	Limited Tank Farm
New Hire					Limited Tank Farm	Other mgt discretion
					Warehouse	

* Cannot be Limited Tank Farm

APPENDIX C ATTENDANCE POLICY

As a general rule, Fort Amanda Specialties LLC expects each employee to be at work every scheduled day. However, it is recognized that the following absentee factors will be considered unavoidable and will be exceptions to the no-fault Attendance policy:

All approved leaves of absence, company physicals, vacation, personal holidays, suspensions, temporary layoffs due to lack of work, jury duty, declared Levels 1, 2, 3 of road emergencies when applicable, emergency plant closings and absences covered by the Ohio Workers Compensation laws.

Those employees who have chronic and frequent absenteeism due to reasons other than the above mentioned reasons will be assessed points and applicable corrective action according to the following guidelines:

- | | |
|----------|---|
| 4 Points | Absence without at least 30 minutes notice before scheduled work time. |
| 3 Points | Absence of 2-3 consecutive days with prior notification and doctor's slip for time missed. |
| 2 Points | Absence with at least 30 minutes notice before scheduled work time. |
| 2 Points | Tardy, with notice prior to the start of scheduled work time and did not work at least 8 hours. (6 hrs for 8 hr schedule) |
| 2 Points | Leave early from scheduled work time and did not work at least 6 hours. (4 hrs for 8 hr schedule) |
| 1 Point | Tardy, with notice prior to the start of scheduled work time and worked at least 8 hours. (6 hrs for 8 hr schedule) |
| 1 Point | Leave early from scheduled work time and worked at least 6 hours. (4 hrs for 8 hr schedule) |
| 1 Point | Tardy with notice and arrival with-in two hours of scheduled work time. |
- If, at any time during a twelve-month period, an employee reaches 5 to 6 points, the employee will receive a verbal counseling.
 - If, at any time during a twelve-month period, an employee reaches 7 to 8 points, the employee will be issued a written warning and proper documentation will be prepared and placed in the employee's file.
 - If, at any time during a twelve-month period, an employee reaches 9 to 10 points, employee will receive a three (3) day unpaid suspension.

- If, at any time during a twelve-month period, an employee reaches 11 points, employee will receive a termination notice.

If an employee reaches 7-8 points twice, within a twelve-month period, the employee will receive a suspension upon the second occurrence. If an employee receives two (2) unpaid three (3) day suspensions within a twelve-month period, the employee will receive a termination notice. (The following principle will be implemented in the administration of this policy: An employee must cross the bottom trigger of the threshold a second time to be issued an additional warning/unpaid suspension. i.e. If an operator has 7 pts, has another occurrence, advancing them to 8 pts, this does not count as the 2nd written warning.)

Operator(s) who work a Monday through Friday 8 hour schedule will be excused from points for the purposes of attending Doctor Appointment – Slip required.

APPENDIX D - SUBSTANCE ABUSE POLICY
FOR EMPLOYEES WORKING AT LIMA, OH

SCOPE AND PURPOSE

To state the Policy regarding the work related effects of drug use and the possession of drugs on Company premises (as hereinafter defined). FOR PURPOSES OF THIS POLICY, THE TERM “DRUG” INCLUDES ANY CONTROLLED SUBSTANCE (EXCEPT WHEN USED IN ACCORDANCE WITH A DOCTOR’S PRESCRIPTION) AND ALCOHOL AND A “DRUG TEST” INCLUDES TESTING FOR SUCH CONTROLLED SUBSTANCES OR ALCOHOL.

The Company recognizes drug and alcohol dependency as an illness and a major health problem. The Company also recognizes substance abuse as a potential health, safety and security problem. Employees seeking help in dealing with such problems will be directed to an employee assistance or rehabilitation program through the employee selected Company health insurance plan, subject to its provisions and limitations.

Any additions or changes to this policy will be done at the Company’s discretion recognizing the obligation to bargain should the Union make such a request.

APPLICABILITY AND COMMUNICATION

This policy applies to employees of **Nouryon** Functional Chemicals LLC in the (hereinafter “ANFC”) Chelates/Micronutrients Chemicals sub Business Unit working at the Lima, Ohio facility. All covered employees will be notified of the provisions of this policy. Every employee covered by this Policy will receive this Policy or a letter highlighting the Policy and instructions on how or where to obtain a copy of the entire Policy.

FORMS

Consent and Release	-	Exhibit A
Drug Policy Awareness Acknowledgement Form	-	Exhibit B

POLICY

The unlawful manufacture, distribution, dispensation, possession, or use (including prior use which results in intoxication while on Company premises or on Company business) of any drug on Company premises or while on Company business is absolutely prohibited. Violations of this Policy will result in disciplinary action, up to and including termination, and may have legal consequences. Notwithstanding the foregoing, at Company sponsored social events, including dinner meetings, with the prior approval of the appropriate Business or Service Unit management, and when it is appropriate to do so while entertaining customers or suppliers, the serving and consumption of alcoholic beverages in moderate amounts in a controlled environment is permitted.

DEFINITIONS AS PERTAINING TO THIS POLICY

ACCIDENT: For the purpose of testing under this policy, an accident is defined as an occurrence that meets the following:

- Any accident that is determined to be an OSHA recordable incident or where the employee causes someone else to have an OSHA recordable.
- A plant incident that results in a near miss sufficiently serious that a lost time/away from work case could have resulted.
- A plant incident that caused equipment damage in excess of \$10,000.
- A plant incident that resulted in a spill in excess of 3000 lbs. of material.
- Any incident that resulted in a report to an environmental agency.

DRUG AND DRUG TEST: As defined in the Purpose section of this Policy.

MEDICAL REVIEW OFFICER (MRO): The Medical Review Officer is a licensed physician with knowledge of drug abuse disorders.

COMPANY PREMISES: All ANFC Chelates/Micronutrients sub Business Unit facilities, located in the State of Ohio including but not limited to production facilities, sales offices, administrative offices, parking lots, Company owned and/or leased vehicles and Company provided lockers.

POSSESSION: As defined in this Policy includes, but is not limited to, physical possession and also the presence of a drug in an individual's blood, breath or urine.

POSITIVE TEST: Any employee who is identified via a confirmed positive test will be referred to the Employee Assistance Program and will be subject to the terms of the “**TESTING AFTER REHABILITATION**” provisions of the policy after returning to work. Any future confirmed positive test could result in immediate discharge.

PRE-PLACEMENT TESTING: All potential new hires (and internal transferred not previously tested) offered positions will have drug testing as part of the routine pre-placement physical examination. If the potential new hire fails the drug test, his/her employment offer will be revoked and he/she will be ineligible for employment for a six (6) month period.

RANDOM TESTING: All Lima employees are subject to submit to a urinalysis and breath test for drugs on a random selection basis, without prior announcement.

- A. The purposes of random testing are to deter prohibited drug use and to ensure a drug free workforce.
- B. Following are the key aspects of the random testing selection process:

1. Employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.
2. Employees shall be selected for testing by using a computer-based random number generator that is matched with an employee's ID number. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on day shift.
3. Employees will be selected for random testing on a quarterly period, based on the established annual testing rate of fifty percent (50%) of site employees. After one year of testing at a rate of 50%, the testing results will be reviewed and the testing rate will be adjusted accordingly.
4. Specimen collection will be conducted on different months within a quarter, different days of the week and different times of the day throughout the annual cycle to prevent employees from matching their drug use patterns to the schedule for collection.

C. Steps for random testing:

1. The Human Resources Manager (HRM) or designee, on a pre-determined date, shall use the random selection procedure to compile a list of employees selected for random testing during that testing cycle. The Union Chairperson will be present for the random selection on that date.
2. The HRM or designee shall ensure that the list of social security numbers or employee identification numbers will identify the correct employees who are to be randomly tested during the testing cycle.
3. It is the intent of the Company to notify employees of their selection for random drug testing after they have reported for duty.
 - a. The list of employees to be tested will be provided to the appropriate department head, manager, or supervisor.
 - b. The list of employees selected will be retained by the HRM or designee in a secure location.

D. Notification of employees:

- a. The appropriate manager/supervisor will notify the employee(s) to be tested to immediately report to the Human Resources Manager's office. Testing may be done on-site by qualified medical personnel or at an approved offsite location (see selecting a Lab). When scheduling difficulties are encountered the Company may, upon notification to a union representative, decide to have the testing done by having the employee transport himself/herself to an approved offsite location, or by having the Human Resource Manager transport the employee(s) to the specified testing off-site location.

- b. The employee will not be notified of the test until after reporting for duty.

REASONABLE CAUSE TESTING: Any employee who is identified via a confirmed positive test will be disciplined on a case-by-case basis up to and including termination. The company shall drug test each employee when there is reasonable cause to believe the employee is under the influence of drugs. The decision to test must be based on a reasonable and articulable belief that the employee is under the influence of drugs on the basis of specific, contemporaneous observations concerning the appearance, behavioral performance, speech or body odors of the employee. At least two management personnel, one of whom is trained in detection of drug use, shall substantiate and concur in the decision to test all employees. However, in the case when the facility has fifty (50) or fewer employees subject to testing, or in situations such as second or third shifts where it is not reasonably practicable to obtain the concurrence of two supervisors, only one supervisor trained in detecting possible drug use symptoms is needed to substantiate the decision to test. Prior to sending any employee for a drug test under this paragraph, the on-shift Union Representative will be notified.

REHABILITATION: The successful completion of an approved employee assistance or rehabilitation program.

Employees who have a substance abuse problem are encouraged to seek assistance by contacting the Employee Assistance Program, 1-800-HAI-4105 or 993-00599. An employee who voluntarily comes forward and acknowledges a substance abuse problem will be directed to an employee assistance or rehabilitation program through the employee selected Company health insurance plan, subject to its provisions and limitations.

REFUSAL TO TEST: Any employee refusing to submit to a required drug test, including refusal to sign the Company's written consent and release form will be terminated. An employee who does not accompany the Human Resources Manager to report to the collection site without a reasonable excuse will be terminated.

POST ACCIDENT TESTING: As soon as possible, but no later than thirty-two (32) hours after an accident, each facility subject to this Policy shall drug test each employee whose performance either contributed to the Accident or cannot be completely discounted as a contributing factor to the Accident. A decision not to test an employee must be based on the best information available immediately after the Accident the employee's performance could not have contributed to the accident or that, because of the time between the performance and the Accident, a drug test is useless to determine whether the performance was affected by drug use.

TESTING AFTER REHABILITATION: An employee who returns to work at a facility subject to this Policy after rehabilitation shall be subject to a reasonable program of follow-up drug testing without prior notice for a period of not more than twenty-four (24) months after returning to duty. The employee shall be subject to at least six (6) unannounced drug follow-up tests during the first twelve (12) months following his/her return to duty. The Medical Review Officer (MRO) may terminate the requirement for the follow-up testing anytime after the initial six (6) tests have been completed, if the MRO makes the determination that such testing is no longer warranted.

The Company shall establish a “Rehabilitation Committee” who will consult on the employee’s rehabilitation Plan and determine a schedule for the employee’s return to work. The committee shall consist of a designated representative of the Human Resources Department, the Medical Review Officer (MRO) and the individual in charge of the employee’s rehabilitation.

RESPONSIBILITY: Site Manager, Immediate Supervisor, Human Resources Manager.

ACTION: Supervisory responsibility includes participating in communicating this policy to their employees, identifying any employee behaviors, which may indicate a violation of this Policy, and reporting to management when he/she has reason to believe this Policy may have been violated.

Every supervisor covered by this Policy will receive training that will assist in identifying performance indications of probable drug use. Appropriate union representatives will be invited to attend this training.

For any employee who appears to be in an unfit condition so as to impair judgment, affect job performance, or have an adverse effect on the Company, the supervisor shall make arrangements for the employee to be transported to his/her home. The employee shall be informed not to report to work until further notice.

EMPLOYEE RESPONSIBILITY:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

Employees must, as a condition of employment, abide by the terms of the Policy and report any convictions under a criminal drug statute for violations occurring on or off company premises while conducting business. A report of a conviction must be made within (5) days after the conviction. (This requirement is mandated by the Drug Free Workplace Act of 1988.)

HUMAN RESOURCES MANAGER:

In order to apply a consistent and fair course of action, the Human Resources Manager shall be contacted for guidance on the application of this Policy.

SAFETY, HEALTH, ENVIRONMENT & REGULATORY AFFAIRS DEPARTMENT:

The SHERA department will be responsible for developing drug-testing criteria and will certify all physicians and laboratories used for drug testing.

PLEASE NOTE: IN CASES WHERE STATE LAW IS CONTRARY TO THIS POLICY, THE STATE LAW WILL PREVAIL.

DRUG TESTING PROCEDURES

RESPONSIBILITY:

It is responsibility of the various plants and operating locations to adhere to the procedures outlined in this statement. Drug testing, insuring chain of custody, verification of test results, retention of specimens and records where applicable, confidentially and the interpretation and reporting of test results are the responsibility of the local health clinic/physician assisted by the local Human Resources representative and Corporate Safety/Health.

SELECTING A LABORATORY:

The physician and the local Human Resources representative should consider the following when selecting a laboratory for testing:

Initial drug testing should be performed by the EMIT process.

Positive results from the EMIT screen for all current (transferred) employees must be confirmed by GC/MS (gas chromatography/mass spectrometry).

Complete chain of custody documentation must be used by the laboratory for specimen handling.

Turnaround time should be reasonable, i.e., twenty-four (24) hours for negative results and seventy-two (72) hours for confirmed positive results.

The laboratory must offer retention of positive samples and records for a minimum of six (6) months, preferably for a year.

The laboratory must offer expert testimony in the case of litigation concerning the test results.

The laboratory must use acceptable quality control procedures.

TESTS AND STANDARDS

Urine testing should include the following substances at the indicated detection limits:

<u>DETECTION LIMITS</u>	<u>EMIT (ng/mL)</u>	<u>GC/MS (ng/mL)</u>
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cocaine metabolite	300	150
Marijuana (THC)s	50	15
Methadone	300	200
Opiates	2,000	2,000
Phencyclidine	25	25
Propoxyphene	300	200

Source: www.QuestDiagnostics.com

Breath Alcohol testing should include the following detection limits:

<u>Detection Limits</u>	
Alcohol	100 MG/DL (.04%)

CONDITIONS FOR TESTING:

Pre-placement drug testing will be conducted at all ANFC facilities for all new hires and internal transfers (who have not previously had a drug screen). The local Human Resources representative must inform the new hire or transferee that he/she will be subject to a drug test. Employees of the facility are subject to other conditions of testing as outlined in the Policy. Prior to any testing, the new hire or employee will be required to sign, at the collection site, a “Consent and Release” form (Exhibit A). The collection site is to confirm the identity of the individual to be tested (photo ID or other acceptable form of positive identification).

TESTING PROCEDURES:

When obtaining a urine specimen for a drug test, the collection of the sample should ideally be observed by a member of the collection site staff. If the new hire or employee refuses to permit an observation, or if this is not practical, precautions should be taken to ensure the validity of the specimen. Such precautions might include having the candidate robed in a patient gown; generate the urine specimen in a dry, secured room. No purse, bag or other garment is to be allowed in the room. A record shall be kept of the specimen’s color, temperature and specific gravity.

The Employer may not request a sample to be collected under direct observation. If direct observation is warranted, such observation shall be performed by a trained health care professional.

COMMUNICATING RESULTS:

If the specimen is positive for cocaine, marijuana (THC and/or PCP), the positive result should be communicated to the local Human Resource representative.

If the specimen shows positive results for opiates, amphetamines, barbiturates, benzodiazepines, methaqualone, methadone, or propoxyphene, the local physician should contact the ANFC Medical Consultant. The results should be discussed with the test subject and any physician who prescribed medication, which may have affected the result (if applicable). Only if the medical conclusion is that the test results are indicative of substance abuse should the positive results be communicated to the local Human Resources representative.

All positive results of testing must be communicated to the new hire or employee by the local Human Resources Manager.

A new hire or employee who challenges the results of a positive EMIT analysis (or GC/MS for current employees) may have confirmation (or re-analysis) by GC/MS within forty-eight (48) hours of his/her notification of the positive results. The analysis will be performed on the original sample only. If the results of the GC/MS are negative, the potential new hire or employee will be reimbursed for the cost of the analysis, and the results of the testing will be considered negative.

NOTIFICATION:

The Business Unit HR manager of the appropriate business unit must be notified if there is a potential violation of this Policy.

INCORRECT TEST RESULTS:

If an employee is disciplined as a result of inaccurate test results, said employee will be made whole.

Letter of Understanding 9/6/2016

The Company **currently employs** one (1) full-time hourly Safety and Training Facilitator. The position responsibilities will be as follows:

- a) Facilitator for the current **safety** program.
- b) Develop training material and Support Training for all focus groups.
- c) Review and update site policy and procedures as appropriate.
- d) Serve as operations representative for MOC and PHA where qualified.
- e) Backfill as operator as needed.
- f) Other supervisor assigned tasks.

Normal hours of work will be Monday – Friday from 8:00 am – 4:30 pm, unless otherwise agreed upon. One half hour unpaid lunch will be included in that time. Hours worked, overtime and time spent off site to be approved by supervisor. The position reports to the Production Superintendent and the rate of pay shall be the equal to the successful candidates' current rate.

If the position becomes vacant, the Company will determine whether to post the job. If the position is posted, the Union will nominate a full-time representative who can meet the Company approved qualifications of the job. The candidate must be approved by the Company prior to being appointed as the Safety and Training Facilitator. The position reports to the Production Superintendent and the rate of pay shall be the equal to the successful candidates' current rate.

Both parties agree to fill this position ~~temporarily~~ until the budgeted level of staffing is reached. The position will be continued if the Union and the Company mutually agree. If the position is eliminated at that time the STF will return to their current focus group and shift.

If the Company determines that the representative is not engaging appropriately in the safety processes and requirements of this assignment, the Company retains the right to request an alternate.

Training Letter of Understanding 9/17/2021

The Company agrees that upon request, the Production Superintendent shall meet once per quarter with up to 2 Union designees to discuss training.

Fatigue Letter of Understanding 9/17/2021

The Company agrees that the site Human Resources Manager shall meet with up to 2 Union designees once per quarter, at a reasonable time, after a request from the Union, to discuss fatigue issues (including issues related to the availability of a break room).

