



5/25/22

## LETTER OF AGREEMENT

THIS WILL ACKNOWLEDGE AGREEMENT BY AND BETWEEN THE UAW LOCAL 1327 AND NOURYON FUNCTIONAL CHEMICALS LLC, LIMA, OHIO, CONCERNING CANCELLED OVERTIME WITH LESS THAN 12 HOURS NOTICE SPECIFIED IN ARTICLE XI SECTION J

### ARTICLE XI OVERTIME DISTRIBUTION SECTION J

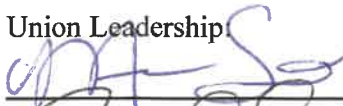
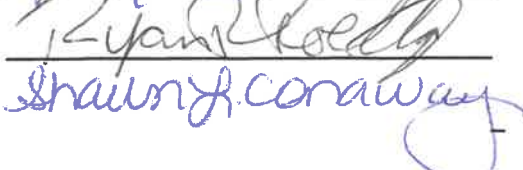
WRITTEN AS IS IN THE CONTRACT:

“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”

- (1) Report to work is covered further in article XVII, including section 5 in regards to report in pay.
- (2) This LOU then adds to cancelled overtime with less than 12 hours notice, section J only, agreed by all parties to offer 4 hour report in pay to the cancelled party without reporting to work.
- (3) Cancelled overtime that is canvassed due to another vacancy arising to the same pool, will offer the 4 hour report in pay to the cancelled individual, UNLESS that individual agrees to cover the new position. In that case, the 4 hour pay will be forfeited.  
EXAMPLE: Liquids OT is cancelled, but the logistics position calls off. The cancelled liquids operator gets asked by hours per the contract, and agrees to cover logistics. The 4 hour call in pay is forfeited as they cover the new OT role. If they choose not to cover the new logistics role, they will receive the 4 hour report it pay.
- (4) Adding this LOU will not change any of the existing contract language, if the operator chooses to report to work rather than accept the call in pay, they are subject to work at the team leaders discretion per the contract or be sent home with 4 hours call in pay.

#### SIGNATURES:

Union Leadership:

Management:

