

**ARTICLES OF AGREEMENT**

**Between**

**Chevron Products Company, a  
Division of Chevron USA, Inc.**

**And**

**United Steelworkers  
On Behalf of its Locals 5, 12-369, 675, and 931**

**July 1, 2020 through June 30, 2023**

## INDEX

<b>Article</b>		<b>Page</b>
I	RECOGNITION	
II	UNION SECURITY	
III	SENIORITY	
IV	WORKING TIME	
V	HOLIDAYS	
VI	VACATIONS	
VII	ABSENCE	
VIII	GRIEVANCE PROCEDURE	
IX	ARBITRATION PROCEDURE	
X	RATES OF PAY AND CLASSIFICATIONS	
XI	TRAVEL ALLOWANCES	
XII	GENERAL PROVISIONS	
XIII	STRIKES AND LOCKOUTS	
XIV	TERM OF AGREEMENT	
XV	MANAGEMENT RIGHTS	
XVI	UNION REPRESENTATIVES	

**INDEX (cont.)**

SCHEDULE A

SCHEDULE A-1

SCHEDULE B



## ARTICLES OF AGREEMENT

This Agreement made and entered into by and between CHEVRON PRODUCTS AMERICAS, Transportation and Operations and CHEVRON LUBRICANTS – Willbridge Lubricants Plant - hereinafter referred to as the Company, and UNITED STEELWORKERS, on behalf of its Locals 5, 123-69, 675, and 931 and, hereinafter referred to as the Union.

### ARTICLE I - RECOGNITION

The Company recognizes the Union as exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the following described employees of the Company for whom the union was certified as collective bargaining representative by the National Labor Relations Board Certification in Case No. 19-RD-1791 dated December 7, 1982, as follows:

- a. All non-exempt employees in the Transportation and Operations Department (formerly Marketing organization) in Northwest and Southwest areas.
- b. All non-exempt employees in the Willbridge Lubricants Plant.
- c. Classified employees in the Transportation and Operations Department (formerly Marketing) are as follows:
  1. In the Northwest Transportation and Operations Division:

## ARTICLE I - RECOGNITION (Cont'd)

- a) All Plant Operations and Clerical employees at the Willbridge Terminal
- b) All Plant Operations and Clerical employees at Sacramento Terminal, Eureka Terminal, Banta Terminal, San Jose Terminal, Richmond Terminal and Avon Terminal.
- c) All Maintenance Mechanics at the Terminal locations in (a) and (b) above.
- d) All non-exempt Operating and Mechanical employees at the Salt Lake City Terminal.

### 2. In the Southwest Transportation and Operations Division:

- a) All Plant Operations and Clerical employees at El Segundo, Van Nuys Terminal, Montebello Terminal, Huntington Beach Terminal and San Diego Terminal.
- b) All Maintenance Mechanics at the Terminal locations in (a) above.

Excluded are: All Watchmen and Guards, all confidential employees, all employees in the Home Office in the Transportation & Operations Department, Finance Department and Computer Services Department, all unclassified employees, and supervisors as defined in the Act.

## ARTICLE II - UNION SECURITY

Section 1. Except where prohibited by law, all employees who on the effective date of this Agreement are members of the Union in good standing, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement, except as provided below. A member shall be considered in good standing so long as he tenders the periodic union dues and initiation fees uniformly required as a condition of membership.

It is agreed that there shall be a thirty (30) day withdrawal period each year commencing on June 1st of each succeeding year, and that the Company may post upon the bulletin boards an explanatory statement of the Maintenance of Membership provision listing the thirty (30) day withdrawal period.

A member may record the decision to withdraw from the Union by giving written notice to the Union during the thirty- (30) day withdrawal period. In addition, a copy mailed or handed to the employee's supervisor shall serve to cancel further dues deductions from the employee's wages.

If a dispute arises as to whether an employee:

- a. was a member of the Union on the date specified above, or
- b. has failed to maintain membership in the Union in good standing after the thirty (30) day period expires, such dispute may be submitted to arbitration as provided in this Agreement or

## ARTICLE II – UNION SECURITY (cont.)

otherwise settled as mutually agreed by the Company and the Union.

Section 2. Employees covered by this Agreement may authorize the Company in writing on a form furnished by the Company to deduct the authorized monthly dues of the Union from their wages and remit same to the office of the Secretary-Treasurer of the Union not later than one (1) month after the end of the payroll period in which the deduction is made. Such authorization may be revoked by employees at any time by written notice to the Company on a form furnished by the Company, copy of which will be sent to the Union.

The Union agrees not to institute any lawsuit by reason of action taken or not taken by the Company in the deduction and remittance of union dues as described in this section, and errors and delays in accommodating dues deduction authorizations shall not be actionable by the Union unless they are the result of a deliberate refusal by the Company to honor these provisions.

## ARTICLE III - SENIORITY

### Section 1 - Definitions

Seniority for purposes of this Article will apply only to employees performing work in classifications as set forth in Schedule A of this Agreement and will be defined as follows:

### ARTICLE III – SENIORITY (cont.)

- a. Company seniority is all time consecutively worked as recognized under the Company's regulations as Health and Welfare Eligibility Service.
- b. Departmental seniority is all time worked in the Bargaining Unit within the consecutive time worked for the Company as outlined in (a) above in the classifications set forth in Schedule A of this Agreement.

#### Section 2 - Promotions

Promotions for the purpose of this Article are made only:

- a. When a regular vacancy occurs in an established job within a classification.
- b. When a new job is created to which, in the Company's opinion, an employee will be regularly assigned for a period in excess of ninety (90) days, unless the parties mutually agree otherwise.

Any other assignment to a higher paying job is a temporary assignment and not a promotion.

If an employee is assigned to a new job which is paid a rate equal to or lower than the prior job, as indicated by Schedule A, such an assignment is not a promotion.

Promotional units are specified in Schedule B, attached hereto.

### ARTICLE III – SENIORITY (cont.)

In making promotions within a promotional unit, the Company will consider the employee's qualifications for the work available, the employee's experience, past performance, and departmental seniority. Departmental seniority shall govern only where the factors of qualification, experience, and past performance are relatively equal. Any employee in an eligible rate application for such a promotional unit who applies, is not selected and has greater departmental seniority than the employee selected shall be notified (in advance when possible) why such employee was not selected for the promotion. The Union will also be notified, in writing, at the time of each promotion, and its notice will include the names of any such employee(s) with greater departmental seniority than the employee selected.

Transportation and Operations will track each employee's qualifications and training opportunities. Transportation and Operations will make training available on an equitable basis to all employees, including training at other units than just the one they are assigned to currently. Transportation and Operations' tracking of training and other opportunities will be made available to the Union within three (3) business days of their request for examination.

Temporary assignments will be made in a manner that will give employees required training in equal and higher classifications with the objective of suitably protecting current and future operations. Consistent with this objective, such assignments will be made from qualified employees in the same or lower rate classifications. Management will determine the number of employees from lower rate

## ARTICLE III – SENIORITY (cont.)

classifications and the selection of individual employees for these temporary assignments. Seniority will not be a factor in making these selections. Temporary assignments which are expected to continue for more than ninety (90) days will be made through consideration of qualifications, experience, past performance, and departmental seniority, the same as for promotions.

An employee previously demoted due to work curtailment will be promoted to the former classification when a vacancy in the former classification for which the employee is qualified occurs within twelve (12) months from the date of the demotion.

### Section 3 - Demotions

A demotion occurs when an employee is assigned to a classification which is paid less, as shown in Schedule A, than the prior job.

Demotional units are specified in Schedule B, attached hereto.

Assignments to classifications with equal or higher rates of pay than the prior job, as shown in Schedule A, are not demotions. In making a demotion because of curtailment of work, and not because of the employee's deficiency:

- a. Employees in the classification with less than five (5) years of Company seniority will be demoted on the basis that employees with the least qualifications, experience, past performance, and Company seniority, will be demoted first. Company seniority

### ARTICLE III – SENIORITY (cont.)

shall govern only where the other three factors are relatively equal.

- b. Employees in the classification with more than five (5) years of Company seniority will be demoted to lower classifications on the basis of least Company seniority.
- c. An employee demoted from a classification will be entitled to a job in the next lower classification within the demotional unit for which the employee is qualified. The employee will be assigned
- d. to a vacancy created by demotion of another employee within the demotional unit provided the employee does not displace another employee with more Company seniority, or to an existing vacancy, if there is one.

#### Section 4 - Layoffs

When lack of work necessitates a reduction in force, and where a satisfactory employee cannot be placed elsewhere within the bargaining unit, including the option to accept part time employment, the employee will be laid off as follows (satisfactory employee is defined as no documented Record of Discussion (307-15), in the company personnel file in the preceding 12 months prior to layoff notification):

- a. Employees with less than one (1) year of seniority will be laid off at any time, irrespective of seniority.

### ARTICLE III – SENIORITY (cont.)

- b. Employees with one (1) to five (5) years of seniority will be laid off on the basis of satisfactory performance, experience, and Company seniority.
- c. Employees with five (5) or more years of seniority will be laid off on the basis of least Company seniority.
- d. Employees laid off under this Article will be allowed to bump only within their existing Business Unit (e.g. Transportation & Operations or Lubricants Willbridge Plant), functional position (e.g., operators, mechanics, etc.), and in their below geographical locations:
  - 1. Southwest Area
  - 2. Northwest Area
  - 3. Or Willbridge Lubricants

#### Section 5 - Rehiring

Employees laid off because of lack of work will be rehired on the basis that the last employee laid off within the demotional unit will be the first rehired, provided that the employee's seniority protection, as defined below, has not expired and that the employee is fully qualified to fill the vacancy. No one will be rehired whose services were unsatisfactory.

The seniority protection period for employees laid off will be ninety (90) calendar days for employees with more than one hundred eighty (180) calendar days but less than one (1) year of seniority; one

### ARTICLE III – SENIORITY (cont.)

hundred eighty (180) calendar days for employees with one (1) to five (5) years of seniority; three hundred sixty five (365) calendar days for employees with five (5) or more years of seniority.

The employees eligible for re-employment will be notified of vacancies for which they are qualified by registered letter or telephone to last address left with the Company.

Each employee will have 72 hours from the time the Company sent out such notice in which to notify the Company of acceptance of the vacancy and will have an additional 72 hours in which to report for duty. Where prevented from reporting because of genuine extenuating circumstances acceptable to the Company, the employee will be given a reasonable extension of time in which to report. The Company may rehire employees temporarily until those eligible for regular reemployment report in for duty.

#### Section 6 - Transfers

Employees may be transferred without change in classification from one promotional unit to another as required by operational needs.

An employee may be transferred at their personal request to other promotional units, if an opening is available. The employee cannot be assured of a classification equal to the one already held.

Ordinarily, the employee will be expected to take a lower classification. The employee will not displace a qualified employee within the classification to which he/she is being transferred.

## ARTICLE III – SENIORITY (cont.)

### Section 7 - General

Each employee shall be a probationary employee for the first consecutive one calendar year of employment with the Company during which time the employee may be terminated without recourse to Articles VIII and IX of this Agreement.

An employee shall attain seniority after one calendar year of continuous employment at which time seniority shall date from the start of said one calendar year period.

Nothing in this Article III limits the Company's authority to determine whether a vacancy is to be filled by a new hire, promotion, or transfer.

An employee temporarily assigned to work outside the scope of this Agreement will continue to accumulate seniority to be applicable upon return to their previous assignment. For the purpose of promotion, transfer, and demotion, upon their return they will be treated as though they had never assumed the temporary assignment.

An employee assigned work outside the scope of this Agreement will, if later returned to an assignment within the scope of this Agreement, be credited with the time so spent and will be entitled to be assigned to a classification consistent with the employee's qualifications, experience, past performance, and departmental seniority.

The Company reserves the right to promote selected individuals without regard to seniority in order to train them for exempt positions.

### ARTICLE III – SENIORITY (cont.)

At no time shall the number exceed five percent (5%) of the total number of employees in the collective bargaining unit.

After discussion with the Union, any change in the status of employees which may arise as a result of jobber activities or sale of plant will be handled in accordance with the provisions of this Article III.

It will be the Company's right to determine an employee's qualifications under the provisions of this Article, subject however to the condition that its representatives do not act unreasonably.

Section 8. The Company, upon request, will furnish the Union free of charge, with seniority lists of employees in the bargaining unit. Such lists will consist of an alphabetical listing of employees by work location showing their job title and Company seniority date and will be furnished to the Union upon request, at intervals of not less than six (6) months.

### ARTICLE IV - WORKING TIME

Section 1. A workweek is seven (7) consecutive twenty-four (24) hour periods beginning at the same hour and on the same calendar day

each calendar week. The workweek will begin at 12:01 a.m. on Monday, except for any work schedules in which the first shift begins before 12 o'clock midnight on Sunday and ends after 12 o'clock midnight, in which event the workweek will begin at the starting time of such shift.

## ARTICLE IV - WORKING TIME (cont.)

Section 2. A workday is twenty-four (24) consecutive hours beginning at the same time each calendar day. The first workday begins at the time the workweek begins, and the seventh workday ends at the time the workweek ends.

Section 3. Employees covered by this Agreement who are scheduled to work four (4) ten (10) hour days will be paid one and one-half (1 1/2) times the straight-time rate for work performed in excess of ten (10) hours in any one (1) day or forty (40) hours in the established workweek. All other employees covered by this Agreement will be paid one and one-half (1-1/2) times the straight-time rate for work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in the established workweek.

### Section 4.

- a. When an employee is required to work two (2) hours or more beyond his scheduled quitting time and time off is allowed for the purpose of eating a meal, the Company will provide that meal, or in lieu thereof pay the employee a meal allowance of \$10.25. An additional meal or meal allowance will apply for each additional four (4) hours worked thereafter.
- b. Employees required to work on a scheduled day off will not be provided with a meal nor paid a meal allowance. If, when working on a day off, the employee works two (2) hours or more beyond the scheduled quitting time, the provisions of Section 4(a) will apply.

## ARTICLE IV - WORKING TIME (cont.)

- c. Time taken out to eat shall not exceed thirty (30) minutes; however, reasonable travel time will be allowed to and from restaurants where these are locally available.

### Section 5.

- a. "Call Out" (term synonymous with "Call Back") is (1) when a request to work is made on an employee's day off, or (2) when the employee has completed the regular day's work and left Company premises, and a change in daily schedule is not involved.

An employee called out to work on a recognized holiday shall be paid the rate specified under Article V. An employee called out at any other time shall be paid for time worked at one and one half (1-1/2) times the straight-time rate.

- b. "Travel Time" is considered as time spent going from an employee's home to the place where the employee is requested to report for work, as well as time spent returning home. One (1) hour has been determined to be a reasonable average of the time spent in such travel. It will be considered the first hour of any call-out situation, and is payable to an employee at one and one half (1-1/2) times the straight-time rate when work does not continue into the employee's regular work hours on a regular scheduled workday.
- c. When work does not continue into an employee's regular work hours on a regular scheduled workday, compensation for time

## ARTICLE IV - WORKING TIME (cont.)

worked on a call-out (including travel time) shall not be less than an amount equal to five (5) hours' pay at the straight-time rate.

### Section 6.

- a. The Company will advise each employee of their normal weekly schedule four (4) weeks in advance.

When less than forty-eight (48) consecutive hours' notice is given of a schedule change involving change of days off, one and one-half (1-1/2) times the straight-time rate will be paid for work in the first scheduled day of work on the new schedule.

- b. When an employee's schedule is not changed and the employee is required to work either or both of their regularly scheduled days off, the employee will be paid as overtime one and one-half (1-1/2) times the straight-time rate for such time worked; however, this will not require overtime to be paid for any part of the employee's regular schedule of work during that workweek.

Section 7. Regular employees, who start work at the scheduled starting time of their regular scheduled workday and do not work a full day, will be paid:

- a. One-half (1/2) day's pay, if they work one-half (1/2) of their regular scheduled work hours or less, or

## ARTICLE IV - WORKING TIME (cont.)

- b. A full day's pay, if they work more than one-half (1/2) of their regular scheduled work hours, provided, however, that such payment does not cause their total regular work schedule pay in such workweek to exceed forty (40) hours at the straight-time rate.

The above minimums shall not apply when an employee refuses to start work or voluntarily quits or lay off.

Section 8. When management specifically requests an employee to work overtime, any part of the first fifteen (15) minutes overtime will be counted as a quarter hour.

Any fraction of a quarter hour after the first will also be recognized as a quarter hour. It is understood that a specific request to work overtime must be complied with absent an excuse acceptable to management.

Section 9. There shall be no pyramiding or duplication of overtime or premium pay for the same hours of work, and only the highest single rate applicable shall be paid. Any hours worked and paid for at the overtime rate shall not be used again for the purpose of determining any additional pay due for any other hours worked.

## ARTICLE V - HOLIDAYS

Section 1. For the purpose of this Article, the following are recognized holidays:

New Year's Day - January 1<sup>st</sup>

Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January (1)

Memorial Day - Last Monday in May

Independence Day - July 4<sup>th</sup>

Labor Day - 1<sup>st</sup> Monday in September

Veteran's Day November 11<sup>th</sup> (or Personal Choice Holiday) (2)

Thanksgiving Day - 4<sup>th</sup> Thursday in November

Day after Thanksgiving (3)

Christmas Eve - December 24<sup>th</sup> (or as covered below) (3)

Christmas Day - December 25<sup>th</sup>

### NOTES:

- (1) Except in Utah where the recognized holiday will be Pioneer Day (July 24<sup>th</sup>). Employees on compressed work schedules of 9/80 are not eligible for Martin Luther King, Jr., Day or Pioneer Day, except if they use their PCH.
- (2) Employees may select a Personal Choice Holiday in lieu of Veteran's Day. The PCH will be selected at the time of "regular" vacation scheduling.
- (3) Does not apply to employees on Compressed work Schedules of 4/10.

a. Regular full-time employees who work on any of the recognized holidays above will be paid as follows:

1. One and one-half (1-1/2) times the straight-time rate for all hours worked, plus
2. Holiday pay equal to the straight-time rate for the number of hours in their regular daily work schedule.

## ARTICLE V - HOLIDAYS (cont.)

- b. Daily rate casual employees and all part-time employees will be paid one and one-half (1-1/2) times the straight-time rate for all hours worked on a recognized holiday.

### Section 2.

- a. Employees who are working rotating shifts on a seven (7) day workweek continuous operation, and employees who normally work Saturday and/or Sunday, at the time of a holiday, will recognize the holiday for pay purposes on the calendar day on which it falls.
- b. All other employees will recognize the holiday for pay purposes on the calendar day on which it falls, except as follows:
  - 1. Any holiday except Christmas Eve and Christmas Day which falls on Saturday will be recognized on the preceding Friday, and a holiday which falls on Sunday will be recognized on the following Monday.
  - 2. When Christmas Eve falls on a Saturday or Sunday, the holiday will be recognized on the preceding Friday.
  - 3. When Christmas Day falls on Thursday, the Christmas Eve holiday will be recognized on the following Friday. When Christmas day falls on Saturday or Sunday, the holiday will be recognized on the following Monday.

## ARTICLE V - HOLIDAYS (cont.)

4. When Christmas Eve falls on Sunday and therefore Christmas Day fall on Monday, the holidays will be recognized on Monday and Tuesday.
- c. No employee shall receive holiday pay (or day off in lieu) or the holiday premium pay for more than one (1) day for any recognized holiday.

Section 3. Regular full-time employees, upon hiring date, will be paid their regular straight-time pay on the ten (10)-recognized holidays observed and not worked when such holidays fall on their regular scheduled workdays. If such holiday falls on an employee's regularly scheduled day off: (1) the Company may designate an extra day off to be taken in lieu of the holiday; or (2) where operating conditions so require, the Company, at its option, may grant employees an extra day's pay at their regular straight-time rate in lieu of the extra day off.

Eligibility for holiday pay or an extra day off in lieu of a holiday as provided in this Section is subject to the following conditions:

- a. Employees on leave of absence without pay or on layoff including both the workday before and the workday after the holiday will not receive such compensation.
- b. Employees absent the workday before or the workday after the holiday will not receive such compensation, unless the reasons for such absence are submitted and found acceptable to the Company.

## ARTICLE V - HOLIDAYS (cont.)

- c. Employees scheduled to work on the holiday, but who fail to report for work will not receive such compensation unless the reasons for such absence are submitted and found acceptable to the Company.

Section 4. If an employee is receiving full pay benefits under the Sickness Benefits or Industrial Injury Benefits Plans, and a holiday occurs on one of the regularly scheduled workdays that the employee is unable to work because of sickness or injury, then that day will be considered a holiday and no charge will be made against their benefits.

If the holiday occurs on one of their scheduled days off, then what would otherwise be the next scheduled workday will be considered as a holiday and paid for as such; however, if the employee has recovered and can report back to work, then the Company will have the option of granting an additional day off with pay or in lieu thereof an extra day's pay at the straight-time rate for this holiday. Similar treatment will be extended to employees on personal leave with pay.

Section 5. In no event will employees receive more than the straight-time rate for holidays observed and not worked.

Section 6. No other holidays shall be recognized for pay purposes nor any additional days immediately following or preceding holidays set forth herein above, provided however employees may combine vacation time with holiday time for continuous time off. It is further recognized no other special holiday consideration shall be given, such as heretofore been given on occasion for Kamehameha Day.

## ARTICLE VI - VACATIONS

### Section 1. Eligibility

- a. Employees are eligible to earn vacation on a daily, prorated basis of the annual vacation identified in Section 2. The daily, prorated basis is the annual vacation multiplied by 40 hours divided by the number of calendar days in the year (365 in nonleap years, 366 in leap years).
- b. All employees are expected to take their vacation within each calendar year and management is responsible for ensuring compliance. Supervisors may request an exception for postponement (“carry over”) of an employee's vacation based solely on operating reasons. If management concurs, postponement may be authorized to the next calendar year. Postponement must be approved in each year it occurs.
- c. A part-time employee is not entitled to a vacation.

### Section 2. Length of Vacation

- a. Annual vacation will be as follows:

In each calendar year in which an employee completes	Annual vacation
Less than 5 years of Health and Welfare Eligibility Service.	2 weeks

ARTICLE VI - VACATIONS (cont.)

5 years or more, but less than  
10 years of Health and Welfare  
Eligibility Service. 3 weeks

10 years or more, but less than  
20 years of Health and Welfare  
Eligibility Service. 4 weeks

20 years or more, but less than  
30 years of Health and Welfare  
Eligibility Service. 5 weeks

30 years or more of Health and  
Welfare Eligibility Service. 6 weeks

- b. Each vacation will consist of consecutive calendar days unless an employee requests otherwise in writing. Split vacations will be permitted, where consistent with operating needs, subject to management approval. The minimum vacation period permitted is one (1) day.
- c. If during any employee's vacation period, a recognized holiday occurs on what would have been the regularly scheduled workday, the employee will receive an extra day of paid vacation, or in lieu thereof, an extra days' pay at the straight-time rate. If during an employee's vacation period, the holiday occurs on what would have been a regularly scheduled day off, similar treatment will be extended. Whether an employee receives an extra day of paid vacation or an extra day's pay at the

## ARTICLE VI – VACATIONS (cont.)

straight-time rate in lieu thereof will be determined by operating needs.

### Section 3. Time of Vacation

- a. Vacations are noncumulative, except as provided in Section 3(c) below, and are to be taken within the calendar year. An employee may not waive a vacation and draw double pay.
- b. An employee will be given the opportunity to express their preference as to a vacation period. So far as is practicable, the Company will take the employee's request into account in scheduling their vacation, but operating needs are controlling as to when a vacation may be taken. The employee will be advised of their vacation date as far in advance as practicable.
- c. (1) To provide "long vacations" in the calendar years in which the employee completes 15, 20, etc. years of Health and Welfare Eligibility Service, one (1) week of vacation may be deferred from the prior year and, subject to management approval, taken in the calendar year in which an employee completes 15, 20, 25, 30, etc. years of Health and Welfare Eligibility Service. At the Company's option, the deferred week of vacation may be postponed and taken in a subsequent year.  
  
(2) If an employee wants to defer a week of vacation, the employee must notify the Company in writing by January 1<sup>st</sup> of

## ARTICLE VI – VACATIONS (cont.)

the calendar year from which they wish to defer such week of vacation.

### Section 4. Pay for Vacation

Vacation pay is at the straight-time rate for the regular work schedule computed in accordance with established policy based on the regular pay which the employee would have received had the employee been working. Vacation pay is based on the straight-time rate of the rate the employee has worked in for the last 30 days prior to the start of the vacation period. Regular vacation pay and hours will be reduced by the daily prorate basis for each continuous calendar day an employee was absent from work in the prior calendar year other than while receiving Short-Term Disability benefits under the Company's published plan or if paid by Chevron during a Chevron Family Leave of Absence, Furlough Leave or Military Leave. Any absence for an industrial injury to the date legal compensation ceases, up to a continuous period of one (1) year from date of injury, will be considered as time worked in computing vacation pay. Any absence while on reserve leave will also be considered as time worked in computing vacation pay.

### Section 5. Vacation Pay While Absent Due to Sickness or Injury

An employee eligible for a vacation but absent from work because of sickness or injury will take their vacation upon exhaustion of their sickness or industrial injury benefits under the Company's published plans, but in any event shall take such vacation not later than the last week of the calendar year.

## ARTICLE VI – VACATIONS (cont.)

### Section 6. Vacation Allowance at Termination or Suspension

- a. Each regular employee will be paid in lieu of vacation earned but unused if their Health and Welfare Eligibility Service with the Company is terminated by resignation, discharge, severance, retirement under the Annuity Plan, or death. (In this latter case, payable to the person entitled to receive any unpaid salary.)
- b. Each regular employee will be paid if their active service with the Company is suspended by release directly to military service or by leave of absence or by transfer to other service where this Company does not recognize Health and Welfare Eligibility service for vacation purposes when such suspension, in the Company's opinion, will be for six (6) months or more, or by layoff (other than temporary) for lack of work.
- c. If an employee has previously had their service suspended for any of the reasons under Section 6b and returns to the Company within the same calendar year with Health and Welfare Eligibility service and thereafter has their service terminated or suspended, vacation allowance in lieu of vacation not received will be determined by the days of completed service for which they were eligible for vacation pay since the date of their return to active service, less all vacation used for service during that period.

## ARTICLE VI – VACATIONS (cont.)

- d. In the event of termination or suspension of service under this Section, deferred weeks of vacation not taken shall be paid for at the rate of pay the employee was receiving in the last payroll period of the year from which each such week was deferred under Section 3c.
- e. An employee who resigns while on vacation or on leave of absence and who does not return to work will receive pay in lieu of vacation as set forth in Sections 6(c), 6(d), or 6(e), whichever is applicable. The effective date of resignation will be the date the employee was to return to work unless the employee specifies some earlier date. Such an employee will not receive full vacation pay unless the employee is entitled to such pay computed in accordance with Sections 6(c), 6(d), or 6(e), whichever is applicable.

### Section 7. Vacation Upon Return After Suspension of Active Service

- a. An employee whose active service is suspended under Section 6, begins earning vacation at the daily accrual rate once active service is reinstated.
- b. An employee returning from military service will receive vacation in accordance with Federal Law.
- c. An employee returning from military service who is granted a leave of absence for educational purposes and works for the Company during the school vacation period will not be eligible for a regular vacation during such period. However, upon return to school, the employee will receive pay in lieu of vacation at the

## ARTICLE VI – VACATIONS (cont.)

daily accrual basis of a regular vacation for each completed day of service during such school vacation period.

### Section 8. General

The foregoing policy is designed to apply to usual situations. An exceptional case may occur occasionally which is not clearly covered or contemplated by the above. Any such case will be treated in a manner equitable both to the employee and to the Company.

## ARTICLE VII - ABSENCE

Section 1. An employee, with one (1) or more years of Health and Welfare Eligibility Service, will, upon reasonable notice by the employee and upon request of the employee and the Union, be granted a leave of absence without pay for Union business for not to exceed one (1) year, provided that no more than two (2) employees shall be granted such a leave during any contract year. The Company will not be obligated to grant a second one-year leave to the same individual. All benefits are suspended during any such leave.

Section 2. Employees with one (1) or more years of Health and Welfare Eligibility Service may be granted leaves of absence with pay for short periods for justifiable personal reasons or emergencies, the Company to be the sole judge in the matter.

Section 3. If consistent with operating requirements, employees may be granted leaves of absence without pay for reasonable periods for purposes acceptable to the Company. The conditions of such leaves with respect to Company benefits shall be established by the Company.

Section 4. An employee granted leave with pay to attend a court or coroner's inquest as a witness or to serve on a jury or public election board during regular scheduled work hours will be paid regular pay for the time absent. No deduction from pay will be made for regular fees received. If expert witness fees are received, pay for time absent will be reduced by the amount of expert witness fees which are in excess of regular fees.

## ARTICLE VII - ABSENCE (Cont'd)

Section 5. Upon written request of the Union and provided sufficient advance notice is given, the Company may grant time off with pay to employees who shall receive their straight-time rate for time lost from their regular work schedules for meeting with Management on contract negotiations for employees covered by this Agreement; however, operating requirements shall be controlling. Pay under this provision is limited to scheduled work time lost at the regular straight-time rate not to exceed a total of five hundred (500) hours at full pay and five hundred (500) hours at one-half (1/2) pay for all employees during each contract negotiations.

Section 6. The seniority of any employee on an approved leave of absence as provided for in this Article shall accumulate the same as if the employee was at regular work.

## ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Employees are encouraged to present promptly to their supervisor any complaint or request which they may have concerning any aspect of their working conditions. It is recognized, however, by the Company and the Union that not all such complaints or requests constitute a grievance entitled to be handled under the grievance procedure.

Section 2. Processing of grievances or complaints shall not interfere with the continuity, safety, and efficiency of operations.

## ARTICLE VIII – GRIEVANCE PROCEDURE (Cont'd)

Section 3. The term "grievance" as used in this Agreement shall mean a complaint by an employee against the Company alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by a specific provision of this Agreement. Complaints with reference to matters not specifically included in this Agreement shall not be subject to the grievance procedure. Grievance shall be processed as follows:

Step 1. The employee or the Union shall submit the grievance in writing to the immediate supervisor within thirty (30) days of the date of the occurrence of the event upon which the grievance is based. The grievance shall state the specific nature of the occurrence giving rise to the grievance, section, or sections of this Agreement claimed to have been violated, and the relief sought. The supervisor shall reply in writing within fifteen (15) days from the receipt of the grievance.

Step 2. If the employee is not satisfied with the answer, the employee may, either individually or through the Union, appeal the matter to the highest ranking field authority of the department involved or the designated representative. Such appeal shall be made in writing within fifteen (15) days from the date of such answer and shall include a request for a meeting with such field authority or the designated representative to discuss the grievance. Such meeting shall be held within five (5) days after the request has been received. The highest ranking field authority or the designated representative shall render the decision in writing within fifteen (15) days after this meeting.

## ARTICLE VIII – GRIEVANCE PROCEDURE (Cont'd)

Section 4. If the grievance is not settled as a result of the above the Union may request the matter be submitted to arbitration as provided for in Article IX.

Section 5. In calculating time under this Article, Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted. Time limits specified herein shall apply unless extended by mutual agreement in writing between the parties to take care of unusual cases such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met, the matter in dispute shall be considered to have been abandoned.

Section 6. Employees will not lose pay for regularly scheduled time required in handling grievance, provided that such time is reasonable. Both parties will make every practical effort to adjudicate each grievance in the area in which it arises.

## ARTICLE IX - ARBITRATION PROCEDURE

Section 1. A grievance which is not settled as the result of the steps set forth in Article VIII and which meets all of the following qualifications may be arbitrated as hereinafter provided:

- a. The grievance was submitted in writing within the time limits specified and was signed by the aggrieved employee or employees prior to becoming subject to this Article IX.
- b. The grievance was processed in accordance with each step of the procedure provided in Article VIII.

## ARTICLE IX - ARBITRATION PROCEDURE (cont.)

- c. The issue involved in the grievance is limited to the application or interpretation of a specific provision in this Agreement.
- d. The grievance occurred during a period when this Agreement was in effect.
- e. The Union submits to the Company, in writing, a request to arbitrate such grievance within fourteen (14) calendar days after receipt of the Management decision as specified in Step 2 of Article VIII.

Within fifteen (15) calendar days after the Company receives a written request for arbitration of a grievance which meets the above qualifications, each of the parties to this Agreement shall designate one (1) member to a Board of Arbitration.

Section 2. The two arbitrators shall meet within thirty (30) calendar days of receipt of the request for arbitration and endeavor to reach a mutually satisfactory settlement of the grievance. If however, both arbitrators mutually agree, the grievance can be submitted to mediation instead of the two-party arbitration meeting.

- a. The two arbitrators will select a mutually acceptable third party to mediate the case. Selection of a mediator shall occur within 30 days of the agreement for mediation. During the mediation hearing, the mediator will be free to meet with the parties privately and make every effort to reach a settlement. At the conclusion of the grievance mediation process, if no settlement

## ARTICLE IX - ARBITRATION PROCEDURE (cont.)

is reached, the mediator will give an oral non-binding opinion, including the reasons therefore, as to the final outcome of the case should it be submitted to third party arbitration. There shall be no briefs and no written opinion is required. Expenses and mediator fees will be shared equally by the Company and Union.

Section 3. If the dispute is not satisfactorily settled, the Union may request the designation of a third-party arbitrator. Such request shall be made not later than thirty (30) calendar days from the date the Company and Union arbitrators met or mediated the grievance under Section 2 of this Article or the case shall be considered abandoned.

- a. If the Company and Union arbitrators are unable to agree on a third-party arbitrator, the Union may request a panel from the American Arbitration Association from which to select the third arbitrator. If agreement on the selection of a third arbitrator is not reached after receiving five (5) lists from the American Arbitration Association either party may request the American Arbitration Association to select the third arbitrator under the rules of the American Arbitration Association.
- b. In the case of a discharged employee only, either party may, within twenty (20) calendar days of the receipt or dispatch (as appropriate) of the management decision as specified in Step 2 of Article VIII, file a written request for accelerated arbitration by a tripartite board. Upon the receipt of and concurrent with the dispatch (as appropriate) of such a request, each party shall notify the other of the member it has appointed to the Board of Arbitration. If, within twenty (20) calendar days of the original

## ARTICLE IX - ARBITRATION PROCEDURE (cont.)

request for accelerated arbitration, the two arbitrators cannot reach agreement on the selection of a third member of the Board of Arbitration, either party may request a panel or panels from which to select the arbitrator under the selection process promulgated in Section 3a above.

Unless otherwise provided for under this Section 3(b), all other provisions of this Article shall apply in the accelerated arbitration case of a discharged employee. In the event that accelerated arbitration is not requested, nothing contained within this Section 3(b) shall preclude the adjudication of such a grievance as otherwise normally provided for under the provisions of this Article.

Section 4. If the Board of Arbitration as described in Section 3 has not convened within one hundred eighty (180) calendar days from the date of receipt of the written request for arbitration under Section 1e above because of failure of the Union to proceed to final arbitration within such period, the case shall be considered abandoned.

Section 5. The Board of Arbitration shall have jurisdiction over only one issue at one time and grievances shall not be grouped or combined for submission to a single Board of Arbitration, unless the parties mutually agree to such combination or grouping. All awards of the Board of Arbitration must comply strictly with the provisions of this Article, and any award not so complying shall be null and void and of no binding effect on either party. The Union will initiate grievances as soon as the possibility of a contract violation is known to the steward at the location involved. If the Union fails to file the grievance within 30 days of the first date when the possibility of a violation became known, then any monetary award of the Board of

## ARTICLE IX - ARBITRATION PROCEDURE (cont.)

Arbitration shall not cover any period prior to thirty (30) days before filing of the grievance under Article VIII, Section 3, Step 1.

Section 6. The arbitration provisions contained herein will not be used by either of the parties for the purpose of amending, renewing, or replacing in any manner the present Articles of Agreement.

Section 7. The participation by the Company and/or the Union in an arbitration proceeding under this Agreement and culminating in a ruling that the grievance is arbitrable and/or an opinion and award on the merits of the grievance shall not be deemed a waiver of, or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the Board of Arbitration in proceedings for a declaratory judgment or to set aside the award or other appropriate proceedings in any State or Federal court of competent jurisdiction.

Section 8. The expense and compensation of the arbitrators selected by each party shall be borne by the respective parties. The expense and compensation of the third member of the Board of Arbitration shall be divided equally between the Company and the Union. The expenses, wages, and any other compensation of any witnesses called before the Board of Arbitration shall be borne by the party calling such witnesses.

Section 9. Time limitations specified herein shall apply unless extended by mutual agreement in writing between the parties to take care of unusual cases such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met by the Union the case shall be considered abandoned.

## ARTICLE X - RATES OF PAY AND CLASSIFICATIONS

Section 1. During the term of this Agreement, the classifications of jobs and the rates of pay for the various classifications shall be those set forth in Schedule A, attached hereto. This will not impose any restrictions on the Company paying any additional compensation.

Section 2. Non-Exempt Office Employees and Technicians.  
Effective July 1, 2020

- a. All Non-Exempt Office Employees' structures and all Technicians' structures will be adjusted by the agreed upon wage increases for the term of this agreement.
- b. All employees in classifications 10 through 16 will be granted salary increases to bring them in conformance with their respective geographic schedule.
- c. Salary increases for employees in classifications 10 through 16 and all Technicians will be granted salary increases on a merit plan, a salary appropriate for the value at the job and a level that corresponds to the level of the employee's present performance relative to that of others paid in the same category - Company Policy 203.4, a and b.

Section 3. Grievance and Arbitration

A dispute over any action taken by the Company in the interpretation or application of Paragraph (c) of Section 2 above, including but not limited to, preparation of merit ratings, deciding the amount of any

ARTICLE X - RATES OF PAY AND CLASSIFICATIONS (cont.)

individual increase, the failure to award an increase, or any other action by the Company

pursuant to Paragraph (c) of Section 2, shall be subject to the grievance procedure contained in Article VIII of the Articles of Agreement but shall not be subject to arbitration.

The Union agrees that if a legal proceeding to compel arbitration over a dispute is sought by the Union but denied by the Court on the ground that the subject matter of the dispute falls within this exclusion, the Union shall be required to pay all expenses incurred by the Company in defense of the legal proceeding.

Section 4. Employees will be paid a shift differential for the hours actually worked on the swing shift and graveyard shift subject to the following conditions:

a. Shift differentials will be applied on the following basis:

6:00 a.m. – 4:30 p.m.	-	0¢/per hour
2:00 p.m. – 12:30 a.m.	-	75¢/per hour
10:00 p.m. – 8:30 a.m.	-	\$1.50/per hour

The shift differentials described in Section 4 (a) above will be applicable to shifts starting within sixty (60) minutes before or after the clock hours specified therein and the shift differential applicable at the starting time of the shift shall continue for an eight-hour to ten-hour work period dependent on work schedule.

## ARTICLE X - RATES OF PAY AND CLASSIFICATIONS (cont.)

- b. No shift differential will be applicable for a shift which begins and ends on or between 6:00 a.m. and 6:00 p.m. or that is requested by the employee and approved by the company. At Willbridge Lubricants Plant, no shift differential will be applicable for a shift which begins and ends on or between 4:30 a.m. and 4:30 p.m.
- c. Shift differentials will not be paid for overtime hours worked as a continuation of the day shift except for direct shift relief work. This is applicable to those employees working rotating shifts and non-rotating daylight and shift employees. However, shift differential will be paid for all hours worked when an employee working the entire graveyard shift continues to work into the day shift.
- d. All shifts starting at hours other than in a. above shall be considered as odd shifts. Employees assigned to odd shifts shall be paid the appropriate shift differential in accordance with the clock hours worked on each shift shown under (a) above.
- e. When an employee works under conditions that entitles them to a shift differential and also to an overtime or premium rate, the shift differential will be computed at the applicable overtime or premium rate.

### Section 5.

- a. Employees in the Office and Technician Salary Structures who are assigned to perform all, or nearly all, of the duties and responsibilities of an established higher office or technician job

## ARTICLE X - RATES OF PAY AND CLASSIFICATIONS (cont.)

for a period of four (4) or more hours in any work day will be paid for the entire shift a relief rate of five percent (5%) of the relieving employee's salary while relieving one (1) classification above their current classification and ten percent (10%) of the relieving employee's salary while relieving two or more classifications above their current classification.

Operating and Mechanical employees who are assigned to perform all, or nearly all, of the duties and responsibilities of an established higher Operating or Mechanical job for a period of four (4) or more hours in any workday will be paid the wage rate of the higher classification in which relief is provided for the entire workday, except that in the case of time progression jobs, the wage rate applicable will be the rate of the classification next higher above the employee's regular rate. In no case, however, will the rate paid exceed the rate of the employee being relieved.

- b. Paragraphs (a) and (b) above, shall not be applicable where part of the work of an absent employee is temporarily assumed by one (1) or more other employees in addition to their regular duties nor are they applicable to employees filling regularly classified relief jobs, where their classification and wage rates have been determined by averaging the various classifications of work in which relief is provided.

## ARTICLE XI - TRAVEL ALLOWANCES

Section 1. A regular employee on a temporary assignment away from the headquarters point who is authorized to live at the temporary location, will be reimbursed for the reasonable cost of board and room incurred while away from the headquarters point, and for the trip going and the return trip, will be furnished transportation, or if authorized to use a personal car will be paid transportation allowance at the rate authorized by Company Policy.

Section 2. If, at the Company's request, a regular employee is assigned or transferred to a regular assignment which requires change of residence, transportation for the employee and the immediate family and the cost of moving the household goods will be paid by the Company. When transportation is by means of the employee's personal car, payment will be at the rates specified in Section 1 of this Article.

Section 3. In cases where an employee is authorized to use a personal car in the performance of Company business, transportation allowance will be paid at the rates specified in Section 1 of this Article, except that a minimum of one dollar (\$1.00) per round trip will be paid.

Section 4. All transportation allowances provided for under this Article for authorized use of personal car shall be cumulative during a calendar month for determining the rate or rates to be paid.

## ARTICLE XII - GENERAL PROVISIONS

Section 1. The Company, upon application by the Union, will designate appropriate locations for bulletin boards, for the Union's exclusive use; these boards to be built, installed, and maintained at Union expense.

Section 2. The Company agrees to continue to make reasonable provisions for the safety of the employees.

Section 3. In the event any provision of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or regulation or final administrative determination, now existing or hereafter enacted, or put in force by a final order of a court, board, commission, or other tribunal of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall continue in full force and effect.

Section 4. The Company and the Union both agree to further the principle of equal opportunity and pursue their affirmative action programs to insure that all applicants and employees are working in an environment free from discrimination or harassment based on race, color, religion, sex (including gender identity, gender expression and pregnancy), national origin, age, disability, veteran status, political preference, sexual orientation, marital status, citizenship, genetic information or other status protected by law or regulation. Our commitment to equal opportunity, consistent with the provisions of the Articles of Agreement, extends to all facets of employment, including recruiting, hiring, promotion, demotion, transfer, layoff or termination, compensation, selection for training, benefits and discipline.

## ARTICLE XII - GENERAL PROVISIONS (cont.)

Section 5. Employees covered by this Agreement will receive employee benefits in accordance with the provisions set forth in the published benefit plans of the Company. The Company agrees to inform the Union in advance of any revisions or amendments to its published benefit plans but reserves the right to amend said plans in accordance with the provisions thereof. There shall be no discrimination against any employee for any reason whatsoever in the administration of the benefit plans.

Section 6. The Company agrees to inform the Union in advance of changes but reserves the right to administer all food and beverage services, either furnished directly by the Company or through food and beverage caterers or vending machine operators, including, but not limited to, the right to establish menus and prices, or the right to establish or discontinue such services.

Section 7. This Agreement, any other written agreements between the parties, and the published benefits plans of the Company constitute the sole and entire agreement between the parties.

## ARTICLE XIII - STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, neither the Union, as bargaining representative of the employees in the bargaining unit, nor any employee covered by this Agreement shall engage in strikes, sympathy strikes, work stoppages, boycott activity on the job, slowdowns, picketing or observance of picket lines, or other curtailment in or interference with production, deliveries, or

## ARTICLE XIII - STRIKES AND LOCKOUTS (cont.)

operations or any action resulting in the foregoing. In the event it appears that an employee will be injured in crossing a picket line, the employee shall contact the appropriate management supervisor immediately in person or by telephone.

Section 2. During the term of this Agreement there shall be no lockout on the part of the Company.

Section 3. It is understood that the Company has the right to discipline employees up to and including the possibility of discharge for any violation of Section 1 except that in the case of an employee who as an act of individual conscience, and not in concert with others, observes a picket line at the one Company facility to which the employee ordinarily reports for work assignments, the Company has the right to discipline such employee, up to and including suspension, provided that such a discharged or disciplined employee shall have the right of recourse under the grievance procedure.

Section 4. In the event of any such violation the Union shall, upon notice from the Company, immediately direct any employee in the bargaining unit to resume normal operations immediately and shall take whatever steps may be necessary to terminate such violation.

Section 5. There shall be no financial liability on the part of the Union for any violation under this Article provided that the Union complies with the provisions of Section 4 of this Article and the Union or any of its representatives do not cause, authorize, instigate, encourage or condone any such violation.

ARTICLE XIII - STRIKES AND LOCKOUTS (cont.)

Section 6. In the event of any alleged violation of Section 1 of this Article, the Company or the Union may request immediate arbitration by telegram. The Company and the Union shall meet within twenty-four (24) hours after the request for arbitration for the purpose of choosing the first Arbitrator available to conduct a hearing within forty-eight (48) hours of notification by the parties. The selection of the Arbitrator shall be made by telephone from the telephone list of names in the order listed:

John Kagel           ) or mutually agreed  
                                  ) upon substitute

The parties shall file no post-hearing briefs and shall request no continuances. The Arbitrator shall determine whether a violation of Section 1 has occurred and shall issue a ruling immediately at the conclusion of the hearing. The Arbitrator is authorized to issue an appropriate award including an order to cease and desist. The party requesting the arbitration will pay in full the expenses of the Arbitrator.

ARTICLE XIV - TERM OF AGREEMENT

Section 1. This Agreement shall be in effect from July 1, 2020 and shall remain in effect through June 30, 2023 and shall renew from year to year thereafter unless either party herein shall give written notice to the other of its desire to modify, amend, or terminate this Agreement. Such notice must be given in writing at least sixty (60) days before June 30<sup>th</sup> of any succeeding year. If such notice is not given, then this Agreement is to stand as renewed for the following year. If such notice is given, the parties shall confer upon any

ARTICLE XIV - TERM OF AGREEMENT (cont.)

proposed modifications or amendments, and if they are unable to agree before June 30, 2023 or any anniversary of said termination date thereafter, the Agreement shall terminate as of said date; provided, however, that the parties may by mutual agreement extend this Agreement for a specified period beyond such anniversary date for the continuation of negotiations.

Section 2. It is agreed that on April 1, 2021, April 1, 2022, and April 1, 2023, the same wage pattern generally applicable at Chevron Products Company US locations will be extended to Office and Technician (O&T) employees covered by these wage schedules.

Section 3. Written notices required under the terms of this Agreement shall be sufficiently served for all purposes herein when mailed registered or certified mail, return receipt requested, postage prepaid:

TO THE COMPANY:

General Manager, Americas Transportation & Operations  
Chevron Products Company  
6001 Bollinger Canyon Road  
San Ramon, CA 94583

TO THE UNION

USW District 12 Director  
United Steelworkers  
3150 Carlisle Blvd., NE Suite 110  
Albuquerque, NM 87110

## ARTICLE XV - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Company reserves the right to exercise, from time to time, all inherent functions and rights vested in it as owner and operator of its business, including, but not limited to, the right to determine or discontinue the number, location and types of its operations, and the methods, processes, equipment and materials to be employed; and the number of hours per day or week that work shall be scheduled and employees assigned to work; to contract out work; to select and determine the number and types of jobs, classifications and employees required; to assign employees to jobs; to assign duties to employees; to establish and enforce work rules; and to suspend, discipline and discharge for just cause. It is agreed that the provisions of this Article shall not be exercised for the purpose of violating the terms of this Agreement or the National Labor Relations Act.

## ARTICLE XVI - UNION REPRESENTATIVES

Section 1. Accredited representatives of the Union will be granted the privilege of entering Company property upon application to the Company representative locally in charge, for permission in accordance with Company regulations. Such permission will be confined to the regular daylight-working hours and for the purpose of assisting in the settlement of grievances or disputes involving employees covered by this Agreement. No meetings will be held on Company property, except as they relate to particular employees specifically involved in grievances or when conferring with Management.

## ARTICLE XVI - UNION REPRESENTATIVES (cont.)

Section 2. The Union may be represented by Stewards who are regular employees of the Company. The Union shall notify the Company of the names of the Stewards and shall notify the Company in writing of any change in representatives.

Section 3. Each Steward is subject to all of the Company's rules regarding the conduct of the employees except as provided herein. Stewards shall be entitled to enter into or remain on the premises before or after their regular shift.

Section 4. A steward will, upon application to the steward's supervisor, be permitted to leave work during working hours for reasonable periods to perform the following:

- a. To present to a supervisor a complaint or grievance which an employee or group of employees has requested be presented to such supervisor.
- b. To investigate any such complaint or grievance so that it can be properly presented to the supervisor.
- c. To attend meetings with representatives of the Company when such meetings are for the purpose of discussing complaints or grievances, as provided for under the terms of this Agreement.

Section 5. No steward shall leave the steward's job while the steward's presence is necessary for safe and efficient operation. This determination shall be made by the supervisor in direct charge of the job.

## ARTICLE XVI - UNION REPRESENTATIVES (cont.)

Each steward shall report to the steward's supervisor at time of leaving work to perform the duties set forth herein and at the time of return to work upon completion of those duties. When the presence of a steward is desired by an employee for the presentation of a complaint or grievance, the employee may so request and the supervisor will arrange for the representative to be present as soon as practicable consistent with operating requirements.

When a steward, in fulfilling the duties set forth herein, enters an area supervised by a supervisor other than the steward's, the steward shall notify the supervisor in charge and state the nature of the business therein.

Section 6. The Union understands and agrees that each steward is employed to perform full-time work during working hours, except as covered under this Agreement. It is further understood and agreed by the parties hereto that each will cooperate with the other in reducing to minimum the actual time spent by stewards in the performance of their duties under this Agreement.

Section 7. When the presence of a steward is desired by an employee for the presentation of an adjustment, the employee may so request and the supervisor will arrange for a steward to be present as soon as possible, consistent with operating requirements.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this 30<sup>th</sup> day of June, 20 20.

FOR THE COMPANY

C. Rod. - Martinez

Clarisa Rodriguez-Martinez

Sr. HR Business Partner

FOR THE UNION

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

Thomas W. Conway, International President

John E. Shinn, International  
Secretary/Treasurer

D.R. McCall, International Vice President  
(Administration)

Fred Redmond, International Vice President  
(Human Affairs)

Gaylan Prescott, Director, District 12

Ron Espinoza  
Ron Espinoza, Sub-District Director

Raylynn McIntire, Local-5 Staff

Pete Gomez, President Local-369

Stephen Valentine  
Steve Valentine, Chair Negotiating Committee

Bruce Baker  
Bruce Baker, Negotiating Committee

Zina Smith  
Zina Smith, Negotiating Committee

Dated: June 30, 2020

**SCHEDULE A - NON-EXEMPT WAGE SCHEDULE**

Location: All Transportation and Operations Locations (Excluding Avon, Richmond & San Jose)

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>MECHANICS</b>			
Head Mechanic	38.97	39.94	40.94
Head Maintenance Mechanic	38.97	39.94	40.94
Lead Mechanic	37.49	38.43	39.39
Lead Maintenance Mechanic	37.49	38.43	39.39
Mechanic A	36.33	37.24	38.17
Maintenance Mechanic A	36.33	37.24	38.17
Mechanic B	31.81	32.61	33.43
Maintenance Mechanic B	31.81	32.61	33.43
Mechanic's Helper	28.77	29.49	30.23
Maintenance Mechanic C	28.77	29.49	30.23

**SCHEDULE A - NON-EXEMPT WAGE SCHEDULE**

Location: All Transportation and Operations Locations (Excluding Avon, Richmond & San Jose)

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>PLANT &amp; TERMINAL OPERATORS</b>			
Head Terminal Operator	41.57	42.61	43.68
Head Plant Operator	41.29	42.32	43.38
Terminal Operator (After 18 months)	37.14	38.07	39.02
Terminal Operator (After 12 months)	35.23	36.11	37.01
Terminal Operator (After 6 months)	34.29	35.15	36.03
Terminal Operator (First 6 months)	33.34	34.17	35.02
Lead Plant Operator	38.23	39.19	40.17
Senior Plant Operator	38.04	38.99	39.96
Plant Operator (After 18 months)	36.98	37.90	38.85
Plant Operator (After 12 months)	32.68	33.50	34.34
Plant Operator (After 6 months)	31.75	32.54	33.35
Plant Operator (First 6 months)	30.77	31.54	32.33

**SCHEDULE A - NON-EXEMPT WAGE SCHEDULE**

Location: Avon, Richmond & San Jose

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>PLANT OPERATORS</b>			
Head Plant Operator	44.38	45.49	46.63
Senior Plant Operator	41.03	42.06	43.11
Plant Operator (After 18 months)	39.96	40.96	41.98
Plant Operator (After 12 months)	34.11	34.96	35.83
Plant Operator (After 6 months)	33.15	33.98	34.83
Plant Operator (Less than 6 months)	32.13	32.93	33.75

**SCHEDULE A - NON-EXEMPT WAGE SCHEDULE**

Location: Avon, Richmond & San Jose

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>MECHANICS</b>			
Head Maintenance Mechanic	41.54	42.58	43.64
Lead Maintenance Mechanic	40.78	41.80	42.85
Maintenance Mechanic A	39.99	40.99	42.01
Maintenance Mechanic B	35.15	36.03	36.93

**SCHEDULE A - NON-EXEMPT WAGE SCHEDULE**

Location: Willbridge

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>TERMINAL OPERATORS</b>			
Head Terminal Operator (12 HR)	41.54	42.58	43.64
Terminal Operator, 18 mos. (12 HR)	37.15	38.08	39.03
Terminal Operator, 12 mos. (12 HR)	35.23	36.11	37.01
Terminal Operator, 6 mos. (12 HR)	34.29	35.15	36.03
Terminal Operator, First 6 mos. (12 HR)	33.34	34.17	35.02

SCHEDULE A

SALARY STRUCTURE  
NW  
(40-HOUR WEEK BASIS)  
Effective 07/01/20

MERIT STRUCTURE			
Classification	Minimum	Competitive Objective	Maximum
16	66,300	82,900	99,500
15	56,600	70,800	85,000
14	47,800	59,700	71,600
13	40,800	51,000	61,200
12	35,000	43,700	52,400
11	30,100	37,600	45,100
10	25,700	32,100	38,500

**SCHEDULE A-1 NON-EXEMPT WAGE SCHEDULE**

Location: Lubricants - Willbridge Lubricants Plant

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>MECHANICS</b>			
Head Mechanic	42.06	43.11	44.19
Lead Mechanic	40.36	41.37	42.40
Mechanic A	38.90	39.87	40.87
Mechanic B	33.68	34.52	35.38
Mechanic C	27.28	27.96	28.66

**SCHEDULE A-1 NON-EXEMPT WAGE SCHEDULE**

Location: Lubricants - Willbridge Lubricants Plant

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>PLANT OPERATORS</b>			
Head Plant Operator	42.06	43.11	44.19
Head Tester	42.06	43.11	44.19
Lead Plant Operator – Lube Blending	39.33	40.31	41.32
Lead Tester – Lube Blending	39.33	40.31	41.32
Senior Plant Operator	37.24	38.17	39.12
Plant Operator A	35.04	35.92	36.82
Plant Operator B	30.03	30.78	31.55
Plant Operator C	27.37	28.05	28.75

**SCHEDULE A-1 NON-EXEMPT WAGE SCHEDULE**

Location: Lubricants - Willbridge Lubricants Plant

Job Title	Effective		
	7/1/2020	7/1/2021	7/1/2022
	Hourly Rate	Hourly Rate	Hourly Rate
<b>WAREHOUSE ASSISTANTS AND MISCELLANEOUS</b>			
Head Warehouse Assistant	34.56	35.42	36.31
Lead Warehouse Assistant	32.46	33.27	34.10
Warehouse Assistant A	30.92	31.69	32.48
Warehouse Assistant B	28.57	29.28	30.01
Warehouse Assistant C	23.58	24.17	24.77

**SCHEDULE B**  
**PROMOTIONAL AND DEMOTIONAL UNITS**  
**TRANSPORTATION & OPERATIONS**  
**AND LUBRICANTS – WILLBRIDGE LUBRICANTS PLANT**

Southwest Area - Two Units as follows:

- (1) All Plant Operations and Clerical employees at El Segundo, Van Nuys, Montebello, Huntington Beach, and San Diego Terminals
- (2) All Maintenance Mechanics

Northwest Area – Five units as follows:

**All Plant Operations and Clerical employees and Technicians at the following locations:**

- (1) Willbridge
- (2) Willbridge Lubricants Plant

**Other Employees:**

- (3) All Maintenance Mechanics (excluding Maintenance Mechanics in the basic organization of the Willbridge Lubricants Plant)

- (4) All Plant Operations and Clerical employees at Sacramento, Banta, San Jose, Richmond, Avon, Eureka
- (5) Salt Lake

**SCHEDULE B**  
**PROMOTIONAL AND DEMOTIONAL UNITS**  
**TRANSPORTATION & OPERATIONS**  
**AND LUBRICANTS – WILLBRIDGE LUBRICANTS PLANT**

In the event that two or more promotional/demotional units or any parts thereof should be combined, the seniority of all the employees in the resulting units will be recognized as though they were in the same promotional/demotional unit.