

Prepared for Member Ratification Vote
on 4/18/23

Labor Agreement

Between

TIDEWATER BARGE LINES, INC.

And

TIDEWATER TERMINAL CO.

And

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union, AFL-CIO, CLC (USW
International Union)



May 1, ~~2017-2023~~ – April 30, 202~~7~~2

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(To be prepared upon contract ratification)

PREAMBLE

| THIS AGREEMENT is made and entered into this First day of May ~~2017~~2023, by and between
TIDEWATER BARGE LINES, INC. and TIDEWATER TERMINAL COMPANY (hereinafter
referred to as the “Employer”) and the United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW
| International Union) (hereinafter referred to as the “Union”) on behalf of Local 12-369.

ARTICLE 1 – Recognition

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all shoreside personnel including all maintenance personnel, crane and equipment operators, terminal operators, construction workers (internal Company employees) utility mechanics, utility laborers and trainees, stevedores, ~~plantmen~~, warehousemen (~~excluding Purchasing Representatives~~), tankermen and ~~grain~~-barge chasers. Excluded from the existing unit are all professional, confidential employees, guards, watchmen and supervisors as defined in the National Labor Relations Act as amended, sales, accounting and clerical employees, all employees on its river vessels, and tankermen operating out of the Vancouver terminal.

The above described bargaining unit shall be maintained between the Company and its subsidiaries and the Union at all of its geographical locations, present and future.

1.2 It is recognized that the classifications used above are for descriptive purposes only and that some portions of the job functions of the shore personnel may be clerical in nature or involve guarding Company equipment.

1.3 The Company will not sell or otherwise transfer the ownership of the Company unless the new owner agrees to recognize the USW and the provisions of the current collective bargaining agreement.

ARTICLE 2 – Management Rights

2.1 Except as specifically provided for in this Agreement, the Company retains all rights and functions vested in it as owner and operator of its properties and business including, but not limited to, the ~~m~~Management of the ~~plant~~facility, including installation of new machinery, methods of doing business, materials or processes, or change of existing machinery, the determination of the size of the workforce, the direction of the workforce, the contracting out of work, the right to hire, suspend or discharge for just cause, the maintenance of discipline and establishment of work rules (that are not arbitrary or capricious), and the assignment of employees to jobs and allocation of work to employees.

2.2 In the administration of this Article, the Company will not contract out work ~~that qualified employees customarily perform or~~ which would result in the layoff of employees qualified to perform the contracted work, ~~unless mutually agreed to by the Company and Union~~. During a period of layoff and/or extended lock closure, contractors will not be used to perform work that qualified Tidewater employees customarily perform. An employee is considered to be qualified if they have related experience at Tidewater. The Company will coordinate work during the layoff period and/or any extended lock closure with the Union Representative. The employee may decline the work if less than forty (40) hours is available in any given workweek. If work is declined, the Company may force work or contract out the work at the Company's discretion.

ARTICLE 3 – Stoppage of Work

3.1 It is agreed there shall be no lockouts during the term of this Agreement.

3.2 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, aid, or engage in a slowdown, work stoppage, strike, or any other interference with the work of the Employer, unless otherwise provided for in Article 3.4.

- 3.3 The Union agrees to notify all local officers, representatives, and employees covered by this Agreement of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating this Article to return to work.
- 3.4 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line including the primary picket line of the Union party to this Agreement and including primary picket lines at the Employer's places of business.
- 3.5 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 4 – Discipline and Discharge

- 4.1 The Employer agrees to post existing work rules and any subsequent modifications to the work rules on the bulletin boards at the respective places of employment. The current Employer rules are attached as Attachment "A" as a convenience for the employees and are not to be considered a part of this Agreement.
- 4.2 When any matter leading to an unsatisfactory work report or violation of Employer rules contained in Attachment "A" is brought to an employee's attention, he or she will be given an opportunity to discuss and explain the particular circumstance involved. No written report on unsatisfactory work or conduct will be entered in an employee's personnel file unless it is made within ten (10) working days of the Company's knowledge of the occurrence which is the subject of the report. At the request of the Employer, a minimum five (5) day extension will be granted by mutual agreement. Unsatisfactory work reports or violation of Employer rules contained in Attachment "A" will be removed from employees' personnel file twelve (12) months after they are recorded, unless an additional report has been issued during the intervening period. Safety and willful regulatory violations will remain in the employee's personnel file for twenty-four (24) months.
- 4.3 The Employer shall not discipline or discharge any employee without just cause. Any employee may request a review of his or her discipline and discharge as provided in Article 14 of this Agreement.
- 4.4 Discipline and discharge must be by proper written notice to the employee and the Union.

ARTICLE 5 – Federal and State Laws

- 5.1 If any provision of this Agreement is in contravention of the laws and regulations of the United States or of any state in which a Company covered by this Agreement operates, such provision shall be suspended by the appropriate provision of such law or regulation so long as the same is in force and effect, provided all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions herein involved do contravene said laws or regulations, said provisions shall remain in effect until the disputed matter is settled by a court of competent jurisdiction.

ARTICLE 6 – Paydays

- 6.1 All paydays shall be on the 10th and 25th days of each month by direct deposit to the employee's choice of bank accounts. If payday falls on a holiday or weekend, then pay will be issued the last business day before the holiday or weekend.

ARTICLE 7 – Holidays

- 7.1 Regular employees shall receive the following holidays with pay at straight time:

- | | |
|-----------------------------------------|----------------------------------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. President's Day | 7. Day after Thanksgiving Day |
| 3. Memorial Day | 8. Day preceding Christmas Day Eve |
| 4. July 4th Independence Day | 9. Christmas Day |
| 5. Labor Day | |

To qualify for holiday pay, an employee must have completed the probationary period and otherwise qualify as a regular employee. However, an employee who is otherwise eligible for holiday pay shall not receive such holiday pay if he or she fails to work his or her scheduled shift on days immediately following such holiday. Absence due to a bona fide illness or injury will be excused, excluding extended personal leaves.

- 7.2 If a holiday falls on Saturday, the preceding Friday will be recognized as the holiday. If a holiday falls on Sunday, the following Monday will be recognized as the holiday. When Christmas Eve and Christmas Day fall on a Friday and Saturday, then Thursday and Friday of that week shall be the observed holidays. When Christmas Eve and Christmas Day fall on a Sunday and Monday, then Monday and Tuesday of that week shall be the observed holidays. The Federal Government observed dates of Company holidays will be followed in any instance where a conflict shall arise as to the observed holiday.

- 7.3 Employees required or assigned to work on a recognized paid or the actual holiday, in addition to the full day's pay provided above, shall be paid the double time rate of pay for each hour worked on the holiday for the first eight (8) hours worked or designated shift worked, and the double time rate of pay plus the regular rate of pay for each hour worked thereafter. Probationary employees who work on a holiday shall receive the applicable overtime rate. Employees working on the day before or the day after such holidays will receive straight time pay. ~~Shift-workers will be paid for a holiday during the long change period at the straight time day shift hourly rate of pay set out in Article 11.~~

- 7.4 ~~When the day preceding Christmas Day and Christmas Day fall on a Friday and Saturday, then Thursday and Friday of that week shall be the observed holidays. When the day preceding Christmas Day and Christmas Day fall on a Sunday and Monday, then Monday and Tuesday of that week shall be the observed holidays.~~

ARTICLE 8 – Vacations

8.1 Based on an employee’s hire date, the employee will accrue prorated vacation for the first fifteen hundred (1500) hours paid each year as follows:

	<u>Per Hour</u>	<u>Max Acc Annual</u>	<u>Max Balance</u>
(a) Month 360+	.16	240 hours	480 hours
(b) Months 289+ through 359	.134	200 hours	400 hours
(bc) Months 265 through 288	.128	192 hours	384 hours
(ed) Months 241 through 264	.123	184 hours	368 hours
(de) Months 205 through 240	.118	176 hours	352 hours
(ef) Months 169 through 204	.112	168 hours	336 hours
(fg) Months 109 through 168	.107	160 hours	320 hours
(gh) Months 49 through 108	.080	120 hours	240 hours
(hi) Months 1 through 48	.054	80 hours	160 hours

~~Effective May 1, 2020, an employee with thirty (30) years’ service will accrue vacation leave as follows:~~

	<u>Per Hour</u>	<u>Max Acc Annual</u>	<u>Max Balance</u>
Month 360+	.16	240 hours	480 hours

Vacation will continue to accrue per hour until the maximum annual accrual is reached. Once the maximum annual accrual is reached, accrual will stop until the employee’s next anniversary date. If the maximum balance is reached, no additional accrual will occur. Vacation will be payable at the regular day shift rate of pay in effect at the time the vacation is taken.

8.2 If a holiday(s) falls during an employee’s vacation period, the employee shall be paid holiday pay in lieu of vacation pay for that day. Such pay shall not be charged against vacation pay.

8.3 Employees may elect to take four (4) weeks’ vacation at one time. When a scheduled vacation is taken by an employee, the employee shall not be required to work the days preceding and/or succeeding said vacation if those days are the employee’s regular days off. An employee must exhaust accrued vacation before being eligible to take unpaid leave, unless otherwise specified in Article 10.3.

8.4 Three (3) employees will be allowed off on vacation at any given time at SRT and TIC subject to staffing needs and qualifications. More than three (3) employees may be allowed to take vacation at any given time at the discretion of mManagement. Subject to the manpower requirements of the Employer, vacations will be scheduled at those times requested by each employee. Consideration will be given to allowing a reasonable number of employees off on vacation at the same time. A posting arrangement for vacations will be completed by March 1st of each year covering the time period until March 1st of the following year at each of the Employer’s work locations. The most senior employee, including Lead smen, shall have first choice as to vacation time within his or her classification. Then the next most senior employee shall have the second choice as to vacation time. This process shall continue until all employees within each classification have made their vacation preference. Seniority is the

deciding factor in vacation selection; however, if an employee fails to post prior to March 1st, the employee loses his or her seniority right. ~~The vacation schedule shall be finalized no later than July 1st of each year.~~

Tidewater and the Union will meet to review and discuss the annual vacation allotment yearly.

- 8.5 After the vacation schedule is drawn as provided in Article 8.4, employees must give a minimum of two (2) weeks' notice in order to cancel vacation. Requests to cancel with less than two (2) weeks' notice may be approved at the discretion of mManagement.
- 8.6 Employees must give a minimum of one (1) week notice of request to take unposted vacation, subject to Article 8.4. Any request with less than one (1) week notice may be approved at the discretion of mManagement.
- 8.7 Unused vacation up to forty (40) hours may be cashed out (electronically deposited) ~~converted to cash~~ at the straight time rate of pay at the request of the employee once per calendar year, as long as such vacation is fully earned under Article 8.1.
- 8.8 New employees may not use accrued vacation leave during their first six (6) months of employment; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period. In the event an employee with more than six (6) months service with the Company terminates, the unused balance in the vacation leave account shall be paid at the employee's regular day shift rate of pay.

ARTICLE 9 – Health and Safety

Management, the Employees, and the Union are dedicated to the concept that all accidents are preventable. Accordingly, all parties are committed to achieving and sustaining zero accident tolerance through continuous improvement practices.

Employees and mManagement share responsibility for the prevention of injuries and illnesses. Management and Company sSupervision are required to enforce safety rules and to take corrective actions to eliminate hazardous conditions and practices. Management and each employee are expected and required to follow the rules, policies, and practices pertaining to their own safety and health and the safety and health of others.

9.1 The Company shall commit itself to protecting the health and safety of its employees, and other personnel affected by its operations, by complying with all applicable state and federal health and safety laws. ~~Every manager and employee is required~~ expected to abide by the Company Health and Safety Policy Statement and work in a manner consistent with the Company Health and Safety Philosophy Statement.,-by maintaining and abiding by its Health and Safety Policy Statement, and by managing its operations and personnel consistent with the Company Health and Safety Philosophy Statement.

9.2 Every manager and employee is expected to maintain work habits that comply with all reasonable safety and health standards, rules, regulations, and orders pertaining to such standards issued by the Company or any applicable government agency.

~~9.3 Every manager and employee is expected to abide by the Company Health and Safety Policy Statement and work in a manner consistent with the Company Health and Safety Philosophy Statement.~~

9.3 Every manager and employee is expected to ensure that safe work conditions prevail before requesting or performing any services. If the employee is not satisfied, he or she should immediately notify mManagement. No employee shall be required to perform work the employee considers unsafe or unhealthy. Every employee has the authority and expectation to exercise Stop Work Authority.

9.4 Protective Devices

The employee shall comply with the Employer's Personal Protective Equipment Procedure and wear and use all safety equipment provided or required (i.e., protective-toed safety footwear, hard hat, and eye protection) by the Employer. Existing practices, with respect to providing special protective devices and equipment in order to protect employees from injury or occupational illness, will continue in effect during the term of this Agreement. When conditions of work require special protective devices and equipment, said equipment will be supplied by the Employer at its expense. Employees will be required to maintain and keep all safety equipment in satisfactory condition. Protective devices and equipment so furnished shall not be taken from the property of the Employer, except with the specific authorization for use while at work for the Employer. All safety equipment provided by the Employer that can be reissued shall be returned to the Employer upon termination of employment.

The Company will provide vouchers and/or reimburse each employee up to three hundred fiftytwo hundred dollars (\$350200) per calendar year for the purchase of protective-toed safety footwear meeting ASTM F2413-05 or ANSI Z41-1991 standards. The employee shall submit a receipt and proof of compliance for the footwear prior to receiving payment.

The Company will reimburse each employee up to onethree hundred fifty dollars (\$350150) every two (2) years for the purchase of Prescription Safety Glasses meeting ANSI Z87.1-2010 standards. The employee shall submit proof of purchase and compliance prior to receiving payment.

9.5 Health and Safety/ Tidewater Accident Prevention Process On Unseen Trends (TAPPOUT) Committees

Health and Safety/TAPPOUT Committee meetings shall be held to discuss topics including, but not limited to, incident reports, safety concerns, procedures, and hazard assessments. Meetings may also include other topics with the understanding that the primary purpose of the meeting is to exchange information to protect the health and safety of employees.

- a. Boardman, Umatilla, and Pasco - Health and Safety/TAPPOUT Committee meetings and safety training meetings shall be combined and conducted monthly in Pasco and Boardman. shall be established at Boardman, Umatilla, Pasco and Vancouver. The TAPPOUT Committees shall consist of a balanced number of Labor and mManagement representatives when practical and shall meeting regularly at their respective locations consistent with all applicable State and Federal regulations and laws. Labor representatives shall be selected by the Union. All Union personnel are members of the TAPPOUT Committee and are invited to the meetings. annually by a vote of the local employees.
- b. Vancouver – Health and Safety/TAPPOUT Committee meetings shall be conducted quarterly at Vancouver. The TAPPOUT Committee shall consist of a balanced number of labor and mManagement representatives when practical and shall meet regularly consistent with applicable State and Federal regulations and laws. Labor representatives shall be selected by the Union and will serve for a maximum of one year according to

~~state law. annually by a vote of the local employees. Vancouver shall also hold safety training meetings monthly.~~

9.6 The TAPPOUT Committee members shall determine the frequency and length of the meetings, but such Committees shall meet as often as necessary, but no less often than quarterly, for the purpose of considering, inspecting, investigating and reviewing health and safety conditions and practices for the work areas. The TAPPOUT Committees shall make constructive recommendations, including, but not limited to, the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices, and to improve health and safety practices.

9.7 All matters considered by the Committees shall be documented in writing with minutes of all meetings recorded and maintained for at least one (1) year. Copies will be posted and shall be made available to all employees upon request.

9.8 Time spent in connection with the work of the Committees by Union members, including walk around time spent performing inspections or investigations, shall be considered and compensated for as their regularly assigned work, provided a mManagement representative is either present or afforded an opportunity to be present.

~~9.9 Upon the request of the Union, and as mutually agreed between the Company and the Union, the Company shall provide training for the Union members of the Health and Safety/TAPPOUT Committees up to five (5) days each year per Committee member. Such training shall be conducted by qualified individuals, institutions or organizations recognized in the field. It is understood that the Company shall provide all training required by applicable State and Federal laws.~~

~~9.10 The Company shall also ensure that safety meetings are held at least monthly at each of its locations. These safety meetings shall discuss topics including, but not limited to, incident reports, safety concerns, procedures, hazard assessments, etc. The safety meetings may be combined with pollution prevention meetings and/or may include other topics with the understanding that the primary purpose of the meeting and information exchange is to protect the health and safety of all employees.~~

~~9.911 Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the grievance and arbitration procedures set forth in this Agreement.~~

ARTICLE 10 – Leaves of Absence

10.1 Military Leave

Management agrees to comply with all Federal and State Laws that apply to the re-employment of employees who are drafted or voluntarily enlist in a branch of the military service.

10.2 Jury Service

In the event an employee is called for examination for jury service, or for jury service, or as a witness by court subpoena, such employee will be given the necessary time off without loss of pay for the time required to be absent. The employee's pay for the purpose of this paragraph shall be computed at the rate of the employee's classification. If the employee, upon reporting for jury duty on any given day, is excused prior to noon (1200) from serving on that day, he or she shall report to work for the balance of the day or forfeit the privilege provided in this rule.

10.3 Personal Leave

Employees shall be granted leaves of absence for personal reasons (i.e. emergencies) without pay for a period of up to three (3) days per calendar year. Such leave shall be taken in full day increments. The personal leave taken by the employee shall in no way affect his or her Benefit Plan and seniority shall continue to accumulate. Employees shall notify their manager in advance of the need for leave. Such leave shall be scheduled with the manager's approval.

10.4 Extended Personal Leave

An extended personal leave of absence may be granted for full-time regular employees who have satisfied ~~five (5) years~~ three (3) years of employment for the employee's own serious health condition.

- (a) An employee must exhaust all compensatory (vacation, sick and/or disaster bank) time before being placed on an unpaid leave, exclusive of PFML.
- (b) In no instance shall the leave extend beyond a total of past twelve (12) consecutive months. This period shall be reinstated after 1500 hours worked.
- (c) This leave will run concurrent with Federal and State laws as applicable.
- (~~e~~)(d) This leave will not be treated as time worked for vacation accrual and sick leave load purposes or for payment of holidays.
- (~~d~~)(e) Employees are required to submit a status update from their treating physician once monthly while on leave.
- (~~e~~)(f) An employee utilizing this extended leave must have their treating physician complete a fitness for duty examination before returning to work.
- (~~f~~)(g) Employee shall not engage in other employment during the leave of absence.
- (~~g~~)(h) An employee on unpaid leave may elect to continue health insurance by paying the full premium through COBRA, except as otherwise provided by law.
- (~~h~~)(i) Upon the expiration of an approved leave of absence, the employee shall be reinstated, according to seniority, in the same or equivalent position held at the time the leave was granted. In the event the employee's position has been eliminated, the employee will be offered another vacant position for which the employee is qualified. Failure of the employee to promptly report to work at the expiration of the leave may be cause for dismissal.
- (~~i~~)(j) The extended leave of absence will in no way affect seniority.

10.5 Union Leave

A leave of absence for a period not in excess of thirty (30) days in any calendar year will be granted to an employee to attend conventions or conferences as a representative of an employee group without loss of any employee rights or benefits, except that he or she will not be paid for time lost during such absence.

A leave of absence up to one (1) year for Union business will be granted without pay to employees upon request of the Union. No such employees, however, will be allowed a renewal or extension of such leave without mutual agreement between the parties. The leave of absence will in no way affect the seniority standing of such employees. An employee on Union leave may elect to continue health insurance by paying the full premium through COBRA, except as otherwise provided by law.

ARTICLE 11 – Classification and Compensation for Shore Personnel

- 11.1 Skilled Journeymen and Tankermen as used herein shall include journeyman electricians, welders, diesel mechanics, terminal operators, crane operators, and tankermen who have

experience in their particular craft. A Tankerman is defined to mean an employee who holds a valid Tankerman License issued by the United States Coast Guard and has a working knowledge of the craft satisfactory to ~~m~~Management. Utility Labor, Utility Mechanics and Equipment Operators, as used herein, shall include employees whose duties ~~shall be those~~ are not performed by the above described skilled Journeymen and Tankermen. Additionally, Utility Labor and contractors will not handle petroleum or chemical fumigants, Vapam, Telone II, Telone C-17, with the exception of tank and barge cleaning.

11.2 Utility Mechanics and Equipment Operators, as classed herein, shall include all personnel performing work which is generally recognized as requiring less than four (4) years of experience.

11.3 The following is the schedule of minimum pay for all employees subject to this Agreement. The Employer will reevaluate an employee's placement on the wage schedule during their first twelve (12) months of employment to provide the Employer an opportunity to evaluate the employee and ensure wage placement is commensurate with skill level. However, pay will not be adjusted lower than the rate of pay at the time of evaluation.

**Classification and Rates of Pay
Hourly Wage**

Tidewater Barge Lines /

Tidewater Terminal Company

	<u>3% + \$1.25/hr</u>	<u>3% + \$0.75/hr</u>	<u>4%</u>	<u>3%</u>
<u>Effective Date</u>	<u>5/1/2023</u>	<u>5/1/2024</u>	<u>5/1/2025</u>	<u>5/1/2026</u>
<u>Classification</u>				
Lead	\$48.95	\$51.17	\$53.21	\$54.81
Skilled Journeyman				
All Crafts and Tankerman				
After 4 years employment	\$44.63	\$46.72	\$48.59	\$50.05
After 2 years employment	\$42.97	\$45.01	\$46.81	\$48.21
After 1 year employment	\$41.33	\$43.32	\$45.06	\$46.41
0 - 12 months	\$31.45	\$33.14	\$34.47	\$35.50
Utility Mechanic/Equipment Operator				
After 4 years employment	\$40.56	\$42.52	\$44.22	\$45.55
After 3 years employment	\$39.10	\$41.02	\$42.66	\$43.94
After 2 years employment	\$37.60	\$39.48	\$41.06	\$42.29
After 1 year employment	\$36.12	\$37.95	\$39.47	\$40.66
0 - 12 months	\$31.75	\$33.45	\$34.79	\$35.83
Utility Labor				
After 2 years employment	\$31.17	\$32.86	\$34.17	\$35.20
After 1 year employment	\$28.33	\$29.93	\$31.13	\$32.06
0 - 12 months	\$25.47	\$26.98	\$28.06	\$28.90

When an employee moves from one classification to a different classification, the employee will start in the new classification at a pay rate equal to or greater than the rate they were receiving in their previous classification.

The Employer, by mutual agreement with the Union, reserves the right to open this Agreement at any time to negotiate an adjustment in wages or benefits if, in its opinion, the economic circumstances of the towing industry in the region in which it operates create financial results which imperil its economic well-being or that of the employees covered by this Agreement. If the parties cannot reach settlement on wage rates or benefits to be effective on these or the above dates, the dispute shall be settled by binding arbitration, as outlined in Article 14.2, Step 4 and Article 14.4 of this Agreement.

11.4 Overtime and Penalty Pay

- (a) The overtime rate of pay shall be computed as follows: ~~there shall be one (1) rate of overtime pay for all terminal and yard employees.~~ The overtime rate of pay shall consist of one and one-half (1-1/2) times the sum of seventy-five cents (\$0.75) plus the regular day shift rate of pay for day shift employees. For employees working

swing or graveyard shifts, the overtime rate of pay shall consist of one and one-half (1-1/2) times the swing or graveyard shift rate, inclusive of shift differential.- This overtime rate shall apply to all shifts.

- (b) All ~~shore~~ personnel shall receive overtime for each hour's work after eight (8) hours in any one (1) working day. If the employee works on into the next working day, he or she shall continue to receive overtime until such time as he or she has a ten (10) hour break. Furthermore, an employee who begins working a scheduled shift without having received a ten (10) hour break will be paid overtime. No employee will report to work with less than a ten (10) hour break without a manager's approval (SRT/Umatilla facilities only).
- (c) Overtime shall be payable after an employee works an excess of forty (40) hours in any workweek, as defined in Article 11.5.
- (d) TBL and TTC Vancouver employees who work their regular scheduled shift Monday through Saturday will receive double time pay if required to work more than six (6) consecutive days until the employee has a day of rest. a 7th consecutive day (Sunday).
- (e) A minimum of four (4) hours overtime shall be paid to any employee who reports is called to work for any shift that is not his or her regularly scheduled shift, starting from the time the employee arrives at a Tidewater facility. This does not apply except if the reporting time is four (4) hours prior to his or her shift. In this event, the Employee shall be paid overtime for the actual hours worked and straight time for his or her regularly scheduled shift.
- (f) Penalty Call Time – Tidewater Barge Lines, Inc. Employees
If an employee is not given notice prior to the end of his or her regular shift that he or she will be called to work a shift or partial shift separate from a regular scheduled shift, two (2) hours call time at the employee's regular day shift rate shall be paid. Any irregular hour(s) for reporting to work shall be designated prior to the end of the employee's regular shift of any work-day/workday or penalty call time shall apply.
- (g) Standby
If an employee is requested by mManagement to standby (nights or weekends) for any eight (8) hour period, the employee will be paid four (4) hours at the applicable rate of pay. If additional periods are required or requested, then for each additional period of eight (8) hours or less, an additional four (4) hours will be paid. The Employer can modify the standby day up until 2400 Friday.
- (h) On-Call
When a TBL Lead employee volunteers to perform on-call duties on weekends or holidays, for any twelve (12) hour period, he or she will be paid (4) hours at the applicable rate. Vessel maintenance call duty is to act as the initial point of contact for after-hours vessel emergent maintenance issues/repairs.
- (i) Whenever overtime is performed, such work shall be divided in the respective department as equally and as equitably as practical to do so.
- (j) Outside of a Federal or State requirement or an emergency response, while on their scheduled time off, employees will not be required (forced) to work overtime for more than two (2) shifts (8 or 12 hour shift) on overtime in a rolling four (4) week period.
- (k) Double time will be paid for any and all hours worked after twelve consecutive hours worked, excluding 12-hour shift employees.

11.5 Workweek

The standard workweek is from Monday 0001 to Sunday 2400. The standard working schedule shall consist of five (5) eight (8) hour work-days/workdays, Monday through Friday. An alternate workweek for employees assigned to the 10-day/weekend rotation shift schedule is from Saturday 0001 to Friday 2400.

Special work schedules of a regular and continuing nature may be established to cover work performed during days other than the standard workweek. Rotating work schedules may be established to cover work performed during days other than the standard workweek. Rotating work schedules may be established to have employees available twenty four (24) hours a day, seven (7) days a week.

Work schedules will be filled in accordance with Article 13.5. No change of shift within the workweek shall be made solely for the purpose of avoiding overtime.

11.6 Workday

- a. ~~For upriver petroleum employees, the shift is defined as those hours between 0800 and 1630, except as amended by mutual agreement, but it may commence no earlier than 0700. The graveyard shift hours will be from 1800 to 0600 (for 12-hour shift employees).~~
- b. ~~Vancouver maintenance employees' day shift hours will be 0700 to 1530 year round year-round and swing shift hours will be 1530 to 2400, or until adjusted by mutual agreement. TIC Vancouver employees working swing shift will be subject to the following:~~
 - 1. ~~Regular workdays for swing shift will be Monday through Thursday, consisting of four (4) 10-hour shifts.~~
 - 2. ~~Swing shift will begin at 1530 and continue until 0200 the following day for a total of 10 hours worked at the straight time rate.~~
 - 3. ~~All hours after (10) hours worked in a day or (40) hours in a week will be considered overtime and paid at the applicable overtime rate.~~
 - 4. ~~All holidays will be paid 10 hours at the straight time rate.~~
 - 5. ~~If a swing shift employee is called out on their observed holiday or actual holiday, Article 7.3 will apply.~~
- c. ~~For Vancouver and Boardman container yard employees, day shift hours will be 0700 to 1530, or until adjusted by mutual agreement.~~

11.7 Shift Differential – Tidewater Terminal Co. / Tidewater Barge Lines, Inc. Employees

The following rates shall be paid over the regular rates for work performed on:

Swing Shift	Graveyard Shift
3%*	5%*

*Percentage of employee's applicable straight time pay rate.

The graveyard shift rate will be paid to the 12-hour night shift.

The hours which have historically been considered swing shift and graveyard shift shall continue to be observed. Shift differential will be paid on actual hours worked only.

11.8 Field Pay

In addition to regular pay, ten dollars (\$10.00) per day shall be paid starting on the first day, provided the employee is required to remain away from home overnight. ~~Management shall advance travel funds to employees required to travel. Payment will be made on the next regularly scheduled paycheck. Such employees shall be accountable to Management for such funds.~~

11.9 Days, Nights and Weekends

There will be no less than two (2) employees working when working away from the ~~facilityplant~~ or at a dock. One (1) may be a crew member of a vessel, or an employee at the ~~facilityplant~~ to which the employee has been assigned to work. This section shall not apply when driving to or from the job to which the employee is assigned or tending loaded barges at a dock.

11.10 Tankerman ~~License~~Document

As a condition of employment, all Tidewater Terminal Company Tankermen shall when eligible, ~~but not later than one (1) year after eligibility,~~ obtain and maintain a Tankerman ~~Document~~License or shall be subject to discharge, subject to Article 4, unless otherwise authorized by mManagement. Said license is issued by the U.S. Coast Guard. The Employer will pay the costs for Tankerman DocumentLicense original documents and renewals.

11.11 Transportation Worker Identification Credential (TWIC)-Card

As a condition of employment, all personnel ~~who~~ are required to obtain and maintain a TWIC ~~card~~, per U.S. Coast Guard regulations. Employees, must apply for a TWIC Card within one (1) week of beginning employment with the Employer. The cost associated with obtaining the TWIC ~~card~~ will be reimbursed upon successfully obtaining the TWIC and providing card receipt of proof of purchase. Employees who fail to qualify for a TWIC card shall be subject to discharge. The Employer will pay the cost for TWIC card renewals. Employees are responsible for replacement costs of lost, stolen and damaged/destroyed cards. The Employer will pay for cards that become unusable prior to expiration due to normal wear and tear.

11.12 SupervisorsNon-Union Employees

~~Supervisory Non-union~~ employees may perform work on hourly rated jobs covered by this Agreement as outlined in (a) through (f) below, provided it does not result in a (1) layoff (2) cutback or reduction of hours worked, or (3) loss of pay including overtime of any employee in the bargaining unit.

- (a) In emergencies.
- (b) In instructing and training employees, vendors, truck drivers, contractors, customers, etc.
- (c) In the performance of necessary work when production difficulties are encountered on the job.
- (d) Where such work is incidental and related to the inspection and troubleshooting of equipment or in checking operating efficiency.
- (e) In the procurement or gathering of supplies and equipment.
- (f) When relieving an employee at the employee's request for periods of short duration.

11.13 Severance Pay

An employee who has completed one (1) year of continuous service will be entitled to one (1) week severance pay at his or her regular day shift rate of pay at the time of separation of employment, for each completed year of continuous service provided:

- ~~(a) -The employee's and whose~~ employment is permanently terminated as a result of layoff due to lack of work and
- ~~(b) The employee and~~ has exhausted their seniority rights per Article 13.4. will be entitled to one (1) week severance pay at his or her regular day shift rate of pay for each completed year of continuous service.

This severance pay shall not be paid to an employee who retires under the Company's retirement plan, nor to an employee whose services are terminated for reasons other than that specified herein. Said severance pay is limited to a maximum of four (4) weeks' pay.

11.14 Leadsmen

Leadsmen shall be considered crew leaders and are selected by Management on the basis of qualifications and seniority in their craft and shall not necessarily be the senior craftsmen in the department from which they are selected. In the absence of the regularly assigned Leadman, an alternate Leadman will be assigned at the discretion of the Company. This provision will only apply during hours and locations that Leadsmen are normally assigned.

Leads have the authority to direct the crew but cannot hire, fire, or discipline employees. ~~Leads will not make the work schedule.~~ It is the expectation for Leads to inform management of a violation of Group I and Group II rules. Informing management is not to be construed as discipline. Schedules made by the Lead will be reviewed and approved by management before posting.

11.15 Meal Allowance

If an employee works three (3) hours or more beyond an eight (8) hour shift and every four (4) hours thereafter, the employee shall be given a ~~twentyfive dollar (\$20.00)~~ twentyfive dollar (\$20.00+5.00) meal allowance or the Company, at its option, may furnish a meal acceptable to the employee. Twelve (12)-hour shift workers will receive a ~~twentyfive dollar (\$20.00)~~ twentyfive dollar (\$20.00+5.00) meal allowance after working thirteen (13) hours, but will be allowed time to eat lunch sometime within the twelve (12)-hour shift. In compliance with Federal tax law, meal allowances shall be treated as taxable income.

~~11.16 Compensation for Tankerman License~~

~~The Employer will pay the costs for Tankerman License original documents and renewals.~~

11.167 M.S.D. Pay

When it is necessary for the employees to wear personal protective equipment (as required in Tidewater Work Instructions #1952SA-ALL-004) for working on the Marine Sanitation Devices, they shall be paid at the overtime rate of pay for those hours.

11.178 Travel Pay

When it is necessary for employees to report to work at locations other than their normal work sites the following will apply:

- (a) Under normal circumstances the employee will report to their normal work location and use a Company vehicle to travel to the assigned work site. No mileage will be paid and actual travel time from the normal work site to the assigned work site will be paid.
- (b) With the supervisor's approval, the employee may choose to travel directly from home to the assigned work site. The employee will be compensated actual travel time to and from the assigned work site. If the employee uses their own vehicle, actual mileage traveled will be paid. ~~This travel compensation (travel time and mileage) shall not be greater than the compensation given if the employee would have traveled from their normal work site to the assigned work site.~~
- (c) Mileage will be paid at the IRS rate per the allowable non-taxable rate per mile. The Company reserves the right, as a condition of reimbursement for such travel expense, to require the employee to use the most efficient route possible and substantiate the mileage traveled and the purpose involved.
- (d) Travel time will be paid at the applicable rate (straight time, overtime, shift differential as applicable).
- (e) ~~Most efficient routes shall be used. Travel compensation (travel time and mileage) shall not be greater than the compensation given if the employee would have traveled from their normal work site to the assigned work site.~~

11.189 Out-of-Town Travel Pay

Compensable out-of-town travel takes place for the employer's benefit and is requested to meet the needs of a particular assignment. When employees are required to work in areas requiring an overnight stay and travel using bus, train, or planes, they shall receive travel pay at applicable rates for each hour spent traveling from the time they leave their home until the time they arrive at their lodging. Time spent traveling will count toward hours worked- Sleeping accommodations shall be provided and will be paid directly or reimbursed by the Employer. Meals (excluding alcohol) will be reimbursed during out-of-town assignments upon receipt of proof of purchase.

11.19 Solid Waste Barge Maintenance Pay

When it is necessary for an employee to perform work in the forward or aft rakes or any of the sump collection boxes prior to clean out, the employee shall be paid for actual hours worked at the overtime rate of pay for those hours. This provision will be waived if the area is professionally cleaned before the work begins.

11.20 Oil Spill Response Training & Planning Pay (TBL Employees only)

When an employee volunteers to perform oil spill response training or planning, the employee shall be paid for actual hours worked at the overtime rate of pay for those hours.

11.21 TTC daily schedule

Employees will be notified of changes to the weekend schedule no less than 10 hours prior to the shift.

11.22 Unit Train Staffing

1. Unit trains will be staffed using grave, day and swing shifts. These shifts will be filled in accordance with Article 13.5, unless the unit train is scheduled on overtime or a holiday. In such case, the shifts will be filled per the Overtime MOU.
2. There will be a minimum of three employees scheduled for each shift. If available, an additional 12-hour shift employee will be assigned.
3. The first shift will start at the beginning of the shift that the unit train is scheduled to arrive (i.e. 00:01, 0:8:00, or 16:00).
4. During the hours of 18:00 to 06:00, all employees scheduled to work on the shift must work a minimum of four hours to receive eight hours pay, regardless of when the unloading operations for the unit train are completed.

ARTICLE 12 – Sick Leave

- 12.1 All employees covered by this contract shall be entitled to sick leave benefits of one hundred twenty (120) hours per year at their full rate of pay posted for the classification of work at which they are regularly employed for each full year of employment. Such full year is defined as a minimum of fifteen hundred (1500) hours worked annually. Sick leave will be awarded each January 1. If the employee worked less than fifteen hundred (1500) hours annually, a prorated portion of sick leave hours will be awarded. If any employee covered hereby does not receive all or any part of his or her sick leave benefits during any year, the unused portion will accumulate from year to year to seven hundred twenty (720) hours. After an accumulation of seven hundred twenty (720) hours sick leave, twenty-four (24) hours pay per year may be accumulated as "disaster" sick leave to be used only after seven hundred twenty (720) hours sick leave is exhausted. Any unused sick leave beyond seven hundred twenty (720) hours, which is accumulated in this fashion, shall be paid upon termination or retirement.

~~Employees may elect to have a one time cash out of their existing disaster bank balance at the end of a calendar year to be paid on January 20th of the following calendar year. If such election is made, in subsequent years, any unused disaster leave shall be paid up to twenty-four (24) hours at the end of each calendar year or upon termination or retirement.~~

~~New employees will be credited twenty four (24) 60 hours of sick leave upon hire available for use following completion of their probationary period. At the new employee's first anniversary, employee will be credited with an additional ninety six (96) hours of sick leave provided a minimum of fifteen hundred (1500) hours were worked during the Employee's first year of employment.~~

New employees will be credited sixty (60) hours of sick leave upon hire available for use following completion of 90 calendar days three (3) months of employment. At the employee's first anniversary, employee will be credited with an additional sixty (60) hours of sick leave provided a minimum of fifteen hundred (1500) hours were worked during the Employee's first year of employment. If the employee worked less than fifteen hundred (1500) hours, a prorated portion of sick leave hours will be awarded.

Once an employee has completed one year of employment, each January 1 thereafter, employee shall be entitled to sick leave benefits of one hundred twenty (120) hours per year at their full rate of pay posted for the classification of work at which they are regularly employed for each full year of employment. Such full year is defined as a minimum of fifteen hundred (1500) hours worked annually. If the employee worked less than fifteen hundred (1500) hours annually, a prorated portion of sick leave hours will be awarded.

If any employee covered hereby does not use all or any part of his or her sick leave benefits during any year, the unused portion will accumulate from year to year to seven hundred twenty (720) hours. If, on January 1, the employee's sick leave balance is seven hundred twenty (720) hours and the employee is entitled to full annual sick leave benefits, twenty-eight (28) hours' sick leave per year and thirty six (36) hours' "disaster" sick leave will be loaded. At the end of each calendar year, any sick leave hours above seven hundred twenty (720) will be removed.

Disaster sick leave can be used only after sick leave is exhausted. Any unused disaster sick leave shall be paid upon termination or retirement.

Employees may elect to cash out their existing disaster bank balance at the end of each calendar year to be paid on January 20th of the following calendar year.

12.2 ~~Any employee claiming benefits hereunder must notify their immediate supervisor or designate as soon as he or she becomes ill and at the proper time present evidence of sickness or injury satisfactory to mManagement in order to receive benefits. Any employee claiming benefits hereunder shall have said benefits reduced by any amount paid under Long Term Disabilitythe benefits payable under the health and welfare programs provided under Article 17. Employees being compensated by -or the Longshore and Harbor Workers Law or State Compensation Law are not entitled to sick leave benefits under this Article.~~

12.3 ~~Employees shall be entitled to one (1) or twoto three (3) (2) consecutive day's sick leave without proof of illness from a licensed physician, provided it is approved by mManagement. Any sick leave in excess of threetwo (32) consecutive days must be certified by a licensed physieian. The requirement for the physician's certification may be waived at the Employer's discretion.~~

Employees shall be entitled up to three (3) consecutive day's sick leave without verification of a qualifying absence, provided management is immediately notified. Use of sick leave in excess of three (3) consecutive days may require certification by a licensed physician or designated authority at the Employer's discretion as provided for under federal and/or state leave laws. Such certification must be satisfactory to the Employer.

12.4 ~~Sick leave allowance shall only be paid for those periods that an employee is scheduled to work, and the employee is unable to work by reason of sickness or injury or to obtain medical treatment from a licensed physician. Sick leave shall not be paid for dental appointments except those which are required by emergency. Sick leave allowance shall not be paid when such sickness or injury is caused by willful intent by the employee to injure themselves or another or by intoxication or use of drugs.~~

Sick leave allowance shall only be paid for those periods that an employee is scheduled to work, and the employee is unable to work due to a qualifying reason. Qualifying reasons include when the employee is unable to work due to their own illness, medical or dental appointment, non-work related injury/disability, or for a reason provided for under federal or state law. Sick leave allowance shall not be paid when such leave is caused by willful intent by the employee to injure themselves or another or by intoxication or use of controlled substances.

12.5 Sick leave allowance shall be paid for five (5) days in any calendar year to attend funerals for the employee's immediate family. The latter is defined exclusively as follows: Employee's spouse, children, parents, parent-in-law, brothers, sisters, and grandparents or grandparents-in-law.

12.6 ~~Management shall compute each employee's available sick leave days at the anniversary date of employment and, upon the employee's request, shall be furnished with the number of days of available sick leave within five (5) days of such request.~~

12.7 Upon termination of an employee's seniority, in accordance with Article 13, sick leave benefits are terminated.

ARTICLE 13 – Seniority

13.1 Seniority is defined as the length of an employee's service within each division. The divisions are defined as Tidewater Barge Lines, Inc. and Tidewater Terminal Co.

13.2 A new employee shall be considered a probationary employee for the first one hundred eighty (180) calendar days of employment. A probationary employee will have the right to grieve all matters except termination. All other terms and conditions of the contract shall apply to such employee. After the completion of such probationary period, the employee's seniority shall revert to the date of hire.

13.3 A copy of the bargaining unit seniority list within each division at Tidewater Barge Lines, Inc. and Tidewater Terminal Co. shall be sent to the Union when changes are made and will be available upon request quarterly and posted at each office. The list will include the employee's job and classification.

- 13.4 Seniority will be accumulated unless broken by:
- (a) Discharge for just cause.
 - (b) Voluntary termination, including acceptance of severance pay per Article 11.13.
 - (c) Layoff in excess of eighteen (18) consecutive months, with ten (10) years or more of service. Layoff in excess of twelve (12) consecutive months, with service of five (5) years or more and up to ten (10) years of service. Layoff in excess of six (6) months, with six (6) months to five (5) years of service.
 - (d) Unauthorized absence from work for three (3) consecutive working days.
 - (e) Failure to report for work within seventy-two (72) hours after notice of recall, sent by registered mail to the employee's most recent address, with a copy mailed to the Union. (It is the obligation of each employee to notify the Employer of any change in address or ~~home~~-telephone number.)
 - (f) Failure to return to work in accordance with the terms of leave of absence.

- 13.5
- (a) In filling an opening in a shift, and where ability and qualifications are equal, the senior qualified employee will have first opportunity to staff the position. Should no employee voluntarily fill this position, then the least senior qualified employee will be required to do so. This language will not be deemed as a requirement of the Company to train an employee for shift preference.
 - (b) Shift Preference – Vancouver TBL Facility Only
For the purpose of shift preference, employees may use their seniority to bump a less senior employee in the same classification one (1) time in any twelve (12) month period with thirty (30) days prior notice. The bumping employee must have equal or greater qualifications, applicable to their job at Tidewater, as the employee being bumped.

13.6 An employee in a classification covered by this Agreement who is transferred to a position within Tidewater that is not covered by this Agreement shall continue to accumulate seniority for two (2) years.

13.7 In the event of a layoff, all probationary employees shall be laid off prior to any regular employees being laid off.

In the event it becomes necessary to lay off a regular employee, where the time and circumstances permit, the Employer will notify the Union seven (7) days in advance of the anticipated date of layoff. The Employer and the Union (International Representative or Local Union staff person) shall meet during this period to discuss Union recommendations on the order of layoff at the request of either party. Within the job classifications affected, order of layoff will be determined upon the basis of seniority provided the employees remaining are qualified and skilled to perform the work available ~~Provided the qualifications, including skill and ability are equal,~~ and taking into full consideration the Employee's performance and the Employer's need for efficient operations, employees with the least seniority shall be laid off first. If the parties cannot agree or if time or circumstances do not permit prior consultation, the Employer may make the decision on the order of layoff. However, affected employees shall have the right to the provisions of Article 14 if they feel they were laid off unjustly.

13.8 Regular employees shall be recalled to work in the reverse order of layoff, subject to the provisions of Article 13.7.

13.9 Except where conditions beyond the control of the Employer make advance notice impractical, whenever all operations or part thereof are shut down, one (1) week prior notice listing the employees who shall be laid off shall be posted on the bulletin boards in the office of mMManagement, and to the individual employee or employees involved. In the event that

such notice is not given, an equivalent amount of pay shall be given the employees affected by such shutdown.

- (a) In the event of a recall as provided in Article 13.8, no further notice of layoff need be given in the event it becomes necessary to lay off again unless the employee has been recalled a minimum of thirty (30) days.
- (b) On a recall of less than thirty (30) days duration, any employee with recall rights shall not suffer a break in seniority, nor loss of seniority position for electing not to return to work for the short recall; provided the employee has found other short-term employment. The Employer may request proof of such employment.

13.10 Seniority rights in Article 13.7 will be applied on the basis of length of service within each division and employees may not use their seniority to bump less senior employees at another division. However, in the event a classification of work at a division is permanently discontinued, employees in such classification shall be permitted to use their seniority to bump to another division, provided there is work available and they are qualified. Employees transferring to another division will be given up to a twenty (20) working day trial period to establish that they are qualified as determined by management.

ARTICLE 14 – Grievances and Arbitration

14.1 In the event of any dispute between the Union and the Employer over the interpretation or application of this Agreement, such dispute shall be submitted to the grievance procedure set forth in this Article. It is the intention of this Article to establish a strict time limitation for raising and processing grievances over the interpretation or application of this Agreement.

14.2 The steps of the grievance procedure are as follows:

Step 1: Within ~~five (5)~~ten (10) working days after either the occurrence of this dispute or after the dispute should have become known to the employee or to the Union, the employee, the steward, or the employee and steward, shall present and discuss the problem with the designated supervisor. If the dispute is not settled within ~~five (5)~~ten (10) working days, it may be taken to Step 2.

Step 2: In the event of the inability of the employee and/or steward, and the designated supervisor to reach a settlement of the dispute, the Union representative shall have ~~five (5)~~ten (10) working days to submit the written grievance to the ~~m~~Management representative. If the grievance is not settled within ~~five (5)~~ ten (10) working days, it may be taken to Step 3.

Step 3: In the event of the inability of the Union representative and the ~~m~~Management representative to reach a settlement of the dispute, either party may submit the dispute to a grievance meeting within ~~five (5)~~ten (10) working days. The grievance meeting is to be comprised of representatives of the ~~m~~Management and the Union, as deemed necessary and authorized to resolve the dispute or disputes.

Step 4: In the event the Union and ~~m~~Management representatives are unable to resolve the dispute within ten (10) working days, either the Employer or USW Staff Representative, or ~~the~~their designee~~local union~~, may refer the dispute to an impartial arbitrator within twenty (20) days whose decision shall be final and binding on the parties. The referring party shall make application to the Federal Mediation and Conciliation Services (FMCS) for a panel of available arbitrators in the Inland Empire of the Western Region from which an arbitrator for the case shall be chosen. The Parties shall select an arbitrator from the panel list within twenty (20) days of receipt of the list from FMCS. The Arbitrator shall schedule the hearing to commence within one hundred eighty (180) days after selection. If the Arbitrator is

~~not available during the one hundred eighty (180) day period, the parties will mutually agree to another available Arbitrator who has an available date to commence the hearing within a one hundred eighty (180) day period of his or her selection. The permanent panel of arbitrators will be Paul Stuckensnieder and Timothy Williams. The names shall be used in rotation unless an arbitrator is not available within twenty (20) days, in which case the other arbitrator will be used.~~
The arbitrator shall have no authority to amend, modify or in any way alter the terms of the Collective Bargaining Agreement (CBA). The arbitrator shall render a decision within thirty (30) days following the close of the hearing. Expenses for the arbitrator and any other jointly incurred expenses arising out of the arbitration shall be borne equally by the parties.

- 14.3 The time limitations above may be extended by mutual agreement of the parties in writing.
- 14.4 Any complaints, dispute or grievance not brought up or carried forward to adjustment or arbitration as provided for in this Article shall, unless the parties otherwise agree in writing, be regarded as waived.

ARTICLE 15 – Method of Employment and Check-off

- 15.1 Subject to the provisions here and elsewhere contained: All employees subject to this Agreement shall, as a condition of their continued employment, become members of the Union within thirty (30) calendar days of the date they first performed compensated service as such employees, after the effective date of this Agreement, and thereafter shall maintain membership in the Union. Management agrees to furnish the names, addresses and appropriate employee identification numbers, as agreed to by the Employer and the Union, for any new employees to the Union and agrees to furnish to such new employees such application forms for membership in the Union as the latter may supply to mManagement.
- 15.2 No employee, if he or she desires to join the Union, shall be refused admittance to the Union and the right to maintain membership in the Union. Nothing contained herein shall require an employee to become or remain a member in the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member. The membership of such employee shall not be denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required by the Union as a condition of acquiring or retaining membership. Each employee covered by the provisions of this Agreement shall be considered by mManagement to be a member of the Union in good standing until and unless mManagement is advised to the contrary in writing by the Union. Thereafter, mManagement agrees to notify such employee in writing immediately of his or her status with the Union. If such employee contends that his or her membership was withdrawn without just cause, any question of fact thereon shall be determined in accordance with the provision set forth in Article 14 hereof. If such employee is delinquent in paying dues or fails to become a member of the Union within seven (7) days thereafter, then such employee shall be terminated by mManagement.
- 15.3 During the term of this Agreement, the Company will deduct from the second paycheck of each month dues, assessments and initiation fees, each as designated by the International Secretary-Treasurer of the Union, from the wages of those employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card. The Company shall, within ten (10) business days, remit any and all amounts so deducted to the International Secretary-Treasurer of the Union with a completed Summary of dues for R-

115 or its equivalent. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local Union along with the membership application of such employee. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, ~~PO Box 644485, Pittsburgh, PA 15264-4485.~~

- 15.4 The Company will deduct voluntary contributions to the USW Political Action Committee in accordance with voluntary authorizations by individual employees. Such deductions shall be transmitted monthly by separate check to the Secretary-Treasurer of the International Union.

The Union will be responsible for providing the voluntary contribution forms to members who choose to participate in PAC check-off. The Company will only be responsible to process the forms and send the funds to the USW International as stated above. Any questions about PAC check-off will be directed to the Union.

ARTICLE 16 – Harassment, Discrimination, Workplace Threats and Violence

- 16.1 The Employer and Union agree that each will fully comply with the applicable State or Federal laws regarding discrimination. ~~The Employer will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, marital status, sexual orientation (including gender identity), HIV/AIDS and Hepatitis C Status, age, the need to use a trained dog or service animal, or the presence of any sensory, mental or physical disability (which does not prevent the proper performance of the particular employee or applicant). Nor shall there be any discrimination of veterans. Compliance with State and Federal Law shall not be considered discrimination under this Article.~~

- 16.2 The Employer agrees not to discriminate against any employee in the way of wages, hours or other conditions for activity on behalf of the Union.

- 16.3 The Employer and Union agree that the Company will not tolerate any form of harassment, of a verbal, physical, or sexual nature, by any employee, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment in the workplace. Included is harassment of employees by managers, supervisors, co-workers, vendors, customers, or suppliers.

- 16.4 The Employer and Union agree that the Company will not tolerate any workplace threats or violence, including behavior that constitutes actual or potential assault, battery, attempted destruction, or threats to Company or personal property which occur in the workplace or while the employee is engaged in Company business.

ARTICLE 17 - Health & Welfare, Pension

- 17.1 ~~Effective January 1, 2018,~~ All employees will ~~be eligible formove to~~ the USW Trust Healthcare Plan ~~the first of the month following 60 days of employment.~~ All terms and conditions of the Plan are as set forth in the Plan documents.

- 17.2 ~~Each year effective September 1, 2018,~~ if the annual total premium increase scheduled to take place on January 1, ~~2019,~~ exceeds ~~eight (8)ten~~ percent (~~8.010.0~~%), the Employer and the Union will convene a joint committee of equally numbered members. This committee will be charged with adjusting plan benefits to reduce the annual premium increase at or below

~~ten-eight~~ percent (~~10-08.0~~%) for the ~~2019~~ plan year. If the annual increase is at or below ~~eight (8) ten~~ percent (~~8+0.0~~%), no plan benefit adjustments will be implemented for that plan year and the difference between ~~eight (8) ten~~ percent (~~8+0.0~~%) and the actual annual increase percentage will roll to the next plan year.

~~Effective September 1, 2020, and each subsequent remaining year for the term of this Agreement (2021-2022), if the annual premium increase exceeds the combined total of eight percent (8.0%) plus rollover from prior years, the Employer and Union will be charged with adjusting plan benefits to reduce the annual premium increase at or below the combined total amount.~~

The decision on plan design changes must be completed by November 10th each year for the January 1 renewal date.

- 17.3 (a) Temporary Layoff. In the event of a temporary layoff (ninety (90) days or less), an employee's insurance coverage, as provided in Article 17.1, shall continue up to ninety (90) days provided the employee has worked a minimum of one thousand four hundred forty (1440) hours for the Company in the previous twelve (12) months (including layoff months) and the employee is not working elsewhere and is available for work. Insurance coverage will continue beyond 90 days during Extended Lock Closure.
- (b) Family Medical Leave Act (FMLA). In the event an employee out on approved FMLA for their own serious health condition is unable to return to work prior to the end of his or her FMLA entitlement period, the Employer shall continue the employee's healthcare coverage up to three (3) concurrent months provided the employee is employed with Tidewater, is not working elsewhere and does not have other healthcare coverage.

17.4 Life/Accidental Death & Dismemberment (AD&D) Insurance
Effective the first day of the month following completion of sixty (60) days of employment, the Employer will pay one hundred percent (100%) of the cost of Life/AD&D insurance coverage for full-time employees. The amount of insurance coverage will be equal to the employee's annual base salary to a maximum of \$85,000.00 as defined by the Plan.

17.5 Long-Term Disability (LTD) Insurance
The Company will offer full-time employees LTD Insurance upon completion of four (4) years of service. If elected, the Company will pay fifty percent (50%) of the premium for LTD Insurance covering non-job related disabilities. Benefit payment is up to sixty percent (60%) of monthly earnings and begins one hundred-eighty (180) days following the date of disability. In the event of a temporary layoff (ninety (90) days or less), the Company agrees to continue to pay one-half (1/2) the cost of the LTD Insurance.

17.6 Retirement
Employees are eligible to participate in the Tidewater 401(k) Plan. New hires will be automatically enrolled into the 401(k) Plan with an option to opt out. 401(k) Plan eligibility requirements, and other terms and conditions of the Plan, are as set forth in the Plan documents.

1. **Employer Match:** Each USW employee who meets 401(k) Plan eligibility requirements will be eligible for an Employer match on employee pre-tax contributions, dollar for dollar up to six (6) percent.
2. **Supplemental Contribution:** Each USW employee who meets 401(k) Plan eligibility requirements will receive a supplemental contribution of three (3) percent of eligible wages January 1 or July following one year of completed service with Tidewater.

3. **Make-up Contribution:** Each eligible USW employee hired prior to 1/1/09 meeting the Tidewater Barge Lines, Inc. Employee Retirement Plan (the “DB Plan”) eligibility requirements began receiving a make-up contribution equal to a percentage of eligible wages, based on the employee's attained age as of January 1, 2009. These contributions are currently added to the employer matching contributions and supplemental contributions currently provided in the 401(k) Plan.

Age as of 1/1/2009	Make-up Contribution
20-24	0.00%
25-29	0.00%
30-34	1.50%
35-39	2.50%
40-44	4.50%
45-49	7.50%
50-54	8.50%
55-59	8.50%
60-61	8.50%
62+	0.00%

ARTICLE 18 – Union P~~r~~erogatives

- 18.1 Union representatives shall have access to the Employer’s work areas by applying for permission through the Vancouver and Pasco offices for the purpose of conducting Union business. The Union agrees that the Employer is absolved from all claims for injury, death or property damage resulting from any accident involving such representatives while on the property of ~~m~~Management, wherever such property is located. Said representatives shall not interfere with the progress of work and shall be subject to the same safety rules, Personal Protective Equipment (PPE) requirements, and safety orientation that apply to employees at each location.

The Company shall recognize one (1) steward, designated by the Union in writing, for each of the Vancouver, Boardman or Pasco locations. All stewards shall be selected from employees of the Company within the bargaining unit. One (1) steward from each location shall be allowed time, at Company expense, to settle or check on complaints, grievances, arbitration and the policing of this Agreement. However, they shall schedule their activities so as not to interfere in the progress of work and shall limit the time for such activity to a reasonable level. If, in the Company’s opinion, this provision is abused, the Company and the Union shall immediately confer to resolve the situation.

Up to five (5) Union employees shall be paid up to a maximum of fifteen (15) days per calendar year while negotiating contracts, changes or renewals. However, they shall schedule their activities so as not to interfere in the progress of work and shall limit the time for such activity to a reasonable level.

ARTICLE 19 – Miscellaneous

19.1 Bulletin Boards

Management will provide space for bulletin boards at convenient locations within the ~~plants~~ ~~facilities~~ where they may be seen by employees. Such boards may be used by the Union for notices indicating the time and place for meetings. Notices covering other items must be approved by the Local Union before posting.

19.2 Coveralls

- (a) Management shall furnish two (2) clean pairs of coveralls per week per TTC employee.
- (b) Management shall furnish six (6) clean pairs of coveralls per week for each TBL and TTC Vancouver employee.

~~19.3 Mileage Allowance~~

~~When an employee is required by the Company to use a personal vehicle on Company business, the Company shall reimburse the employee at the rate designated by the Internal Revenue Service as the allowable no-taxable rate per mile. The Company reserves the right, as a condition of reimbursement for such travel expense, to require the employee to use the most efficient route possible and substantiate the mileage traveled and the purpose involved.~~

19.43 New Jobs

New jobs may be established by the Company, but the Union will be notified when such new jobs covered by this agreement are established. The rate for such new jobs is considered proper subject for negotiations between the Company and the Union.

~~19.5 Protective Devices~~

~~Existing practices, with respect to providing special protective devices and equipment in order to protect employees from injury or occupational illness, will continue in effect during the term of this Agreement. When conditions of work require special protective devices and equipment, said equipment will be supplied by the Employer at its expense. Protective devices and equipment so furnished shall not be taken from the property of the Employer, except with the specific authorization for use while at work for the Employer.~~

~~The Company will provide vouchers and/or reimburse each employee up to two hundred dollars (\$200) per calendar year for the purchase of protective-toed safety footwear (ASTMF 2412-2005 or ANSI Z41-1991). The employee shall submit a receipt and proof of compliance for the footwear prior to receiving payment.~~

~~The Company will reimburse each employee up to one hundred fifty dollars (\$150) every two (2) years for the purchase of Prescription Safety Glasses in accordance with ANSI Z87.1-2010 standards. The employee shall submit proof of purchase and compliance to Human Resources prior to receiving payment.~~

19.46 Education

When the Company believes that an educational course would be beneficial to any employee, and that employee is willing to ~~enter take~~ the particular course, the Company will reimburse the employee one hundred percent (100%) of the cost of such course for tuition, supplies and books. The employee must satisfactorily complete the course to be reimbursed.

19.57 Training

When additional training becomes a requirement as set by a regulatory agency or the industry, the Company will provide the necessary training to meet the requirement and will pay the employee the applicable rate of pay for the actual hours attended.

~~19.8~~ Credit Union Deduction

~~The Employer shall deduct, with the written consent of the employee, any savings or loan payment to a duly authorized credit union. In the event of termination, the Employer shall deduct no more than the normal credit union payment from the employee's final check.~~

~~19.69~~ Fitness for Duty

For TBL and TTC Vancouver employees, the Company reserves the right to request certification of an employee's fitness for duty by a licensed Occupational Medicine practitioner of its choice, if the Company has good faith evidence that indicates the employee's physical condition poses a potential danger to the employee, his or her coworkers, or the safety of the workplace. The employee's fitness for duty will be assessed relative to the standards of the job as determined by a professional vocational provider. The cost of such examination shall be at the Company's expense. An employee shall be paid for all time directly related to work time lost while keeping appointments scheduled by the Company. In the event an employee was justly removed from service based on medical findings, then the employee's vacation and/or sick leave balance shall be used for subsequent work time lost.

If the Company selected physician determines the employee is not fit for duty, the Employee may obtain a second opinion from a doctor of his or her choice at their own expense. If the employee's doctor does not concur with the Company's physician's opinion, the employee will be sent for an Independent Medical Examination (IME) for a final determination. The expense for the IME will be paid by the Company. Should the IME determine that the employee is fit for duty and unjustly removed from duty, any sick or vacation time used will be credited back to the employee.

~~19.710~~ Work Hours and Coding

Employees shall submit their work hours and coding in the timekeeping system by the end of the first business day following the 15th and the first business day following the last day of the month. Employees will use correct coding for their work hours.

ARTICLE 20 – Term of Agreement

This Agreement shall commence on the 1st day of May 20~~12~~²³, and continue in full force and effect until midnight, April 30, ~~2022~~, when it shall terminate. If either party desires to modify or amend this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days, but no more than ninety (90) days prior to April 30, ~~2022~~. In any event, this Agreement shall not be extended beyond April 30, ~~2022~~ except by written consent of the parties. ~~If both parties agree to an extension beyond April 30, 2022, wage rates will be adjusted by four percent (4%) effective May 1, 2022.~~

IN WITNESS WHEREOF, the undersigned, as the full and duly authorized representatives of the respective parties hereto, affixed their signatures this ____ day of _____.

Tidewater Barge Lines, Inc. & Tidewater Terminal Co.

By _____
~~Robert Curcio~~ Todd Busch, President and CEO

By _____
~~Bruce Reed~~ Johan Sperling, Vice President and COO

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW International Union), on behalf of LU 12-00369. ~~(07)~~ ~~(08)~~

By: _____ Ronald Rodgers <u>Mark Rhodes</u> , USW Staff Representative	By: _____ Leo Gerard <u>Thomas M. Conway</u> , International President
By: _____ Matt Hofbauer <u>Chris McGloin</u> , Negotiation Committee Bill Collins , President, USW Local 12-369	By: _____ Stanley Johnson <u>John E. Shinn</u> , International Secretary-Treasurer
By: _____ Kelly Harding , Negotiation Committee Chris McGloin , Negotiation Committee	By: _____ Thomas M. Conway <u>David McCall</u> , International VP, Administration
By: _____ Jay Sullivan , Negotiation Committee Matt Hofbauer , Negotiation Committee	By: _____ Fredrick D. Redmond <u>Kevin Mapp</u> , International VP, Human Affairs
By: _____ Perry Van Schoiack , Negotiation Committee Perry Van Schoiack , Negotiation Committee	By: _____ Robert LaVenture <u>Gaylan Z. Prescott</u> , Director, District 12
By: _____ Dick Johnson , Negotiation Committee Bi Dustin Sakrison , Negotiation Committee	By: _____ Gaylan Prescott <u>Ron Rodgers</u> , Sub-District 3 Director

TIDEWATER TERMINAL COMPANY
MEMORANDUM OF UNDERSTANDING
12-Hour Shift

1. This shift schedule will apply to eight (8) employees (minimum of four (4) during an Extended Lock Closure with mutual agreement between the Company and the Union) in the Snake River Terminal who are regularly assigned to provide twenty-four (24) hours per day, three hundred sixty-five (365) days per year terminal coverage, on a schedule consisting of regular twelve (12) hour work days rotating between days and nights. The senior twelve (12)-hour shift worker will be the primary operator in the Terminal, when possible. If an opening occurs in this shift and where merit and ability are equal, the senior qualified employee will staff this position.
2. Shifts will be scheduled as follows:
 - (a) Day shift will be from 0600 to 1800 hours.
 - (b) Night shift will be from 1800 to 0600 hours.
3. Workweek will begin on Monday 0600001 and end on Monday 0559~~Sunday 2400~~, and will consist of twelve (12)-hour shifts paid at the straight time day shift rate for the first forty (40) worked hours in the week. The and at the standard applicable overtime rate shall apply for hours worked over twelve (12) in a day and forty (40) in the week.
4. Any hours worked outside the normal scheduled shift hours will be paid at the standard overtime rate.
- ~~5. Twelve (12)-hour shift workers will receive a fifteen dollar (\$15.00) meal allowance after working thirteen (13) hours, but will be allowed time to eat lunch sometime within the twelve (12)-hour shift. Shift differential shall not apply to employees working 12-hour shifts.~~
- ~~6.5.~~ Twelve (12)-hour shift workers will receive sick leave in increments up to twelve (12) hours per day, subject to the maximum allowed in the contract. An employee using less than twelve (12) hours of sick leave in a day is expected to work the balance of the twelve (12) hour period.
- ~~7.6.~~ Twelve (12)-hour shift workers will receive vacation in increments up to twelve hours per day, subject to the maximum allowed in the contract. An employee using less than twelve (12) hours of vacation leave in a day is expected to work the balance of the twelve (12) hour period. Up to two (2) times per year, an employee may elect, on their fourth day of work (overtime day) to take four (4) hours of vacation pay and the remainder of the day off unpaid. Hours will not be counted as Personal Leave as defined in Article 10.3.
- ~~8.7.~~ Twelve (12)-hour shift workers will observe designated holidays on the actual date. The Company will allow other employees to interchange on holidays, if requested, to give these scheduled employees the day off, if possible.

Date

Tidewater Terminal Co.
~~Robert Curcio~~ Todd Busch, President and CEO

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO,
CLC (USW International Union)

TIDEWATER TERMINAL COMPANY
MEMORANDUM OF UNDERSTANDING
8-Hour Shift

1. This shift schedule will apply to Snake River and Umatilla Terminal employees working eight (8)-hour days on a three (3) week/ten (10) day/weekend rotation shift schedule; i.e. three (3) weeks of Monday-Friday and then ten (10) days on and four (4) days off, then repeating.
2. Workday will consist of eight (8) hours on day shift, as defined in Article 11.6.
 - a) The schedule may be adjusted outside of normal day shift hours to meet the Company needs ~~Kath~~of chemical trucks ~~and rail cars~~unit trains. Other transfers and needs of the customers will be at the mutual agreement of the employees and ~~m~~Management.
 - b) Coverage for unit trains will be covered under Article 13.5.
3. Workweek for this schedule will begin on Saturday 0001 and end on Friday 2400.
4. Working into a scheduled day off, the following three (3) options will apply:
 - a) The employee will be paid eight (8) hours at the straight time rate of pay for the hours worked prior to twenty-four hundred (2400) on the day prior to a scheduled day off, and will receive the overtime rate of pay for actual hours worked with no penalty to the Company.
 - b) If, at the time of scheduling, an employee requests relief at twenty four hundred (2400), and the Company is able to reasonably schedule another employee to cover the work, the employee will either be reassigned to another shift or relieved at twenty-four hundred (2400) and paid for actual hours worked with no penalty to the Company.
 - c) If the employee wants eight (8) hours of straight time pay and relief at twenty four hundred (2400), at the Company's discretion (and if work is available) the employee will be scheduled at sixteen hundred (1600) for work in the terminal until the start of the scheduled job.
5. Employees working on this schedule shall work an eight (8)-hour shift at the regular day shift rate. If scheduled for hours other than day shift, employees will receive shift differential as per Article 11.7. An additional premium payment of seventy five cents (\$.75) per hour will be applicable to all hours worked on Saturday and Sunday under this shift schedule.
6. Any hours over eight (8) worked in one day, or over forty (40) worked in one week, will be paid at the ~~standard~~ applicable overtime rate.
7. Employees working the day shift will be notified of their assignment for the next day prior to the end of the day shift. It is the employee's responsibility to confirm scheduled start times. If the assignment changes after confirming the time scheduled to start, the following will apply:
 - a) If the start time changes by more than two (2) hours, employee will be paid two (2) hours penalty at the applicable rate plus a minimum eight (8) hours for the shift. If the actual work time is less than four (4) hours, the two (2) hour penalty pay is not applicable. Company has the option of bringing the employee in for an eight (8) hour shift performing other duties in the yard.
 - ~~8.~~b) If the start time is reassigned for the next day, the employee will receive eight (8) hours of pay at the applicable rate, or the Company has the option of bringing the employee in for an eight (8) hour shift performing other duties in the yard. An employee will not be called to perform work until 0800 hours if original shift was 0001-1159, 1000 hours if original shift was 1200-1559 hours or 1200 hours if original shift was 1600-0000 hours. ~~in the yard until twelve hundred (1200) hours or later.~~

TIDEWATER TERMINAL COMPANY
MEMORANDUM OF UNDERSTANDING
8-Hour Shift (Continued)

~~9.8.~~ If an assignment is completed in less than eight (8) hours, the employee will return to the yard to complete the ~~work day~~workday, subject to the parameter of 0600-1800.

~~10.9.~~ If an employee completes an assignment past midnight, he or she will be allowed to take sufficient time off (at least ten (10) hours) to report to work in the terminal for the balance of his or her regular shift without penalty on daily pay, subject to the parameters of 0600-1800. If an employee does not work until eighteen hundred (1800) for the balance of his or her shift, employee will only be paid for hours worked.

~~11.10.~~ Employees returning from vacation shall not be required to work until 0700 hours of the first day following vacation.

~~12.11.~~ If an employee works three (3) hours or more beyond an eight (8) hour shift, the employee shall be given a fifteen dollar (\$15.00) meal allowance or the Company, at its option, may furnish a meal acceptable to the employee.

Date

Tidewater Terminal Co.
~~Robert Curcio~~Todd Busch, President and CEO

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO,
CLC (USW International Union)

TIDEWATER TERMINAL COMPANY
MEMORANDUM OF UNDERSTANDING
Overtime Distribution

This Memorandum of understanding between Tidewater ~~Terminal Company~~~~Barge Lines~~, Inc. (hereinafter referred to as the "Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW International Union) (hereinafter referred to as the "Union"), ~~is to clarify how overtime will be distributed for Snake River and Umatilla terminal employees. is to allow a trial period of ninety (90) days at SRT only for the overtime distribution language below. After ninety (90) days, the parties will meet to evaluate the effectiveness of the language. Any changes to the language will be by mutual agreement. If mutual agreement cannot be reached, this Memorandum of Understanding will be considered null and void.~~

After the Company first fills vacancies with employees who are already working straight time, overtime will be assigned as follows:

Step 1 Volunteers will be solicited by offering the overtime to the qualified employee with the lowest accumulated overtime hours first, and then so on down the list based on increased hours, until the overtime is filled. The employee(s) will be offered their choice of every overtime job available for which they are qualified.

Step 2 Lacking qualified volunteers and the need arises to force an employee to work overtime, the qualified employee with the least actual overtime worked will be the employee who is required to work. The assignments will be made to the lowest hour employees who have not met the overtime worked criteria in Article 11.4 (j), whether the hours worked were mandatory or voluntary.

Step 3 If the overtime assignments cannot be completed using Step 1 and Step 2, then the lowest hour employee may be required to work the overtime, unless the employee has already worked 3 shifts (8 or 12 hr) on their days off (whether voluntary or mandatory, combined) within the last 4 week rolling period.

*Employees will not be forced to work more than 2 shifts in a 4-week rolling period as outlined in Article 11.4 (j).

Employees who want to be offered overtime must notify management of their availability no later than fourteen hundred (1400) hours, either by phone, in person, or by adding their name to the overtime availability list. If an employee is called for an overtime opportunity but fails to answer their phone, the Company may move on to the next employee. If the employee calls back before all overtime has been assigned, they can choose between any overtime opportunities that are still available. If an employee is passed over for an overtime opportunity, the employee will receive pay for that job as if they had worked.

~~Overtime will be offered to the person with the lowest amount of accumulated overtime first. If they decline, the overtime will be offered to the next lowest person on the list and so on, until the job is filled. The employee will be offered their choice of every overtime job available for which they are qualified. The Company may first fill vacancies with employees who are already working straight time. Employees who want to be offered overtime must notify management of their availability no later than fourteen hundred (1400) hours, either by phone, in person, or by adding their name to the overtime availability list. If an employee is called for an overtime opportunity but fails to answer their phone, the Company may move on to the next employee. If the employee calls back before all overtime has been assigned, they can choose between any overtime opportunities that are still available. If an employee is passed over for an overtime opportunity, the employee will receive pay~~

~~for that job as if they had worked.~~

~~If the need arises to force an employee to work overtime, the qualified employee with the least actual overtime worked will be the employee who is required to work.~~

| Dated _____, 2023—

Date

Tidewater Terminal Co.
| ~~Robert Curcio~~Todd Busch, President and CEO

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO,
CLC (USW International Union)

ATTACHMENT A – EMPLOYER RULES

Rules cannot be listed to cover every situation. Conduct not specifically mentioned in Group I or Group II rules may be subject to discipline according to the standards of the most equivalent type listed. Aggravating or mitigating circumstances such as an employee's past record, length of service with the Company and any other facts may be considered when imposing discipline.

GROUP I RULES

1. Employees must be available and report for work as scheduled. Unexpected absences must be reported to ~~the immediate supervisor~~Company management prior to the start of the employee's shift. Tardiness and unexcused absences shall not be tolerated.
2. Employees must be in fit physical condition to perform the required work.
3. Solicitation by an employee of another employee is prohibited ~~during work hours~~while either person is working.
4. No loitering on Company premises without authorization.
5. Personal business shall not be conducted during work hours.
- ~~6.~~ Use of ~~personal~~ electronic devices for non-work related purposes shall be limited to breaks and lunches.
- ~~6.7.~~ Horseplay or contributing to unsafe conditions shall not be tolerated. Employees will make every effort to safely perform the assigned work.
- ~~7.~~ ~~Industrial injuries or incidents must will be reported immediately to management~~
- ~~8.~~ ~~Industrial injuries or incidents~~ must be reported immediately to management at the time of occurrence. Industrial injuries must be reported immediately regardless of seriousness or as soon as symptoms are noticed. , that affects the employees ability to safely perform his/her duties.
- ~~9.~~ Employees shall provide the Employer with a copy of their driver's license. Any change in driver's license status must be communicated to the Employer immediately (i.e., revocation, suspension, expiration, etc.).
- ~~8.10.~~ Speech or behavior tending to aggravate, intimidate or interfere with personnel shall not be allowed.
- ~~9.11.~~ Employees shall conduct themselves in a professional manner when dealing with customers or vendors, while on Employer or customer premises, and while operating or in the custody of an Employer vehicle or vessel.
- ~~10.12.~~ Smoking is permitted only in designated areas.
- ~~11.13.~~ Leaving work ~~areas~~stations shall be approved by ~~Leads or managements~~supervision. Prompt return to these stations after breaks is required.
- ~~12.14.~~ Insubordination, including a refusal to obey a reasonable order or directive of a Lead~~man~~ will not be tolerated.

~~13.15.~~ Employees shall use only equipment assigned to them and shall follow job instructions, verbal or written.

~~14.16.~~ Misuse, waste or destruction of Company or employee property is prohibited.

~~15.17.~~ Violations of ~~qualityenvironmental~~, health, safety, ~~security, and environment and security~~ (OHSSE)EHS&S laws, regulations, and Company policies and procedures is strictly prohibited. This includes the failure to wear personal protective equipment (PPE) or engaging in any conduct which tends to create a safety hazard.

PENALTIES FOR VIOLATION OF GROUP I RULES

First Offense – Written Warning Second Offense – Final Written Warning Third Offense – Termination

GROUP II RULES

1. Willful, flagrant, or repeated violations of quality, health, safety, security, and environment (OHSSE) environmental, health, safety and security (EHS&S) laws, regulations, and Company policies and procedures is strictly prohibited.
2. Threats and acts of violence against individuals, groups, or employees, or threats against Employer property, including partner violence that may occur on Employer property are prohibited. This may include threats and verbal abuse to physical assaults and homicide and can occur in an Employer workplace, while using Employer resources, at an Employer work location, or while an individual is engaged in Employer business.
- ~~3. Assaulting or fighting, including use of threatening or abusive language, is strictly prohibited.~~
3. Employees shall not possess or use drugs or intoxicants on Company property, or report to work under the influence of drugs or intoxicants pursuant to Tidewater's Drug & Alcohol Policy.
4. Firearms, explosives or weapons are not allowed on Company property.
5. Stealing is not permitted.
- ~~5-6. Gross, reckless, or intentional misconduct which creates a significant risk of or results in personal injury or damage, destruction or loss of Employer property, material, cargo or equipment or the property of another during working hours or on official company business.~~
- ~~6-7. No unlawful or improper conduct off Company premises or during nonworking hours which affects the employee's relationship to his or her job, fellow employees, management, or the Company's products, property, reputation or goodwill in the community shall be tolerated.~~
- ~~7-8. Leaves of absence shall not be approved to accept work elsewhere unless provided for under the current Union Agreement.~~
- ~~8-9. Insubordination, including a refusal to obey a reasonable order or directive of a supervisor, department head or other management personnel, will not be tolerated.~~
- ~~9-10. Intentionally falsifying any reports or records, including but not limited to, personnel, payroll, absence, sickness, injury, or production records, is not permitted.~~
- ~~10-11. Employees may not remove any Company property, records or other materials from the premises without proper written authorization.~~
- ~~12. Driving a vehicle of another employee while on paid time or an Employer vehicle without a valid driver's license or a suspended, revoked or expired driver's license is not permitted.~~
- ~~13. Disclosure of confidential Company information that is harmful to the Employer, its competitive position or reputation to any unauthorized persons is strictly prohibited.~~
- ~~14. Failure to return to work following a disciplinary suspension, expiration of an approved leave of absence, or failure to report to work for three consecutive business days without notifying the Company of the absence, unless unavailable due to a verified emergency.~~

PENALTY FOR VIOLATION OF GROUP II RULES

First Offense – Cause for Immediate Termination of Employment Without Warning

ATTACHMENT A
EMPLOYER HEALTH AND SAFETY STATEMENTS

Tidewater Companies

Health and Safety Policy Statement

The Tidewater family of companies is committed to protecting the health and safety of all those who might be affected by our operations, including employees, customers, vendors, contractors, guests, and those who live in the communities in which we operate. Wherever we operate, we will conduct our business in a manner that demonstrates this commitment while we meet customer needs, pursue new business opportunities, provide financial returns to our shareholders and job security to our employees. We will not be satisfied until we succeed in eliminating all injuries, occupational illnesses, and unsafe practices from our operations.

To meet this commitment to health and safety, the Tidewater Companies will:

1. Integrate health and safety protection into every aspect of our business.
2. Comply with all health and safety regulations, meeting both the letter and intent of the law.
3. Provide facilities and equipment that meet appropriate standards for health and safety.
4. Protect personnel, facilities, and equipment from hostile acts with appropriate security systems and procedures.
5. Provide the resources necessary for each person to perform his/her work safely, including appropriate procedures, training, equipment, tools, and manpower.
6. Manage all operations and activities in a manner that sets personnel health and safety as a high priority, equal to profitability, and that ensures identified risks and hazards are mitigated through appropriate and timely corrective actions.
7. Maintain open communications with employees, and other appropriate personnel, to promote our strong commitment to personnel health and safety, to allow valuable input into the safety management process, and to support a culture of continuous improvement.
8. Ensure compliance with this policy by measuring, auditing, and reporting health and safety performance in all departments.

Tidewater Companies Health and Safety Philosophy Statement

Every aspect of Tidewater's safety program is based on the safety philosophy statements presented below. The success of the Tidewater Companies in managing personnel health and safety will be a reflection of all personnel maintaining this common philosophy.

1. All injuries and occupational illnesses are preventable.
2. Every person in the Employer, from the President to first-line supervisors, operators, mechanics, and clerks, is responsible and accountable for preventing injuries to themselves and their coworkers.
3. Safety must be integrated as a core business and personal value, with each affected person understanding the value of not just their own safety, but the safety of those they work with as well.
4. Safety is a condition of employment for all personnel.
5. All operating exposures that could result in injuries or illnesses can be controlled.
6. Audits must be performed in the workplace to assess safety program success.
7. Whenever a safety deficiency is found – either by an audit or investigation or during the normal course of work – prompt action must be taken to correct the deficiency and reinforce the priority of safety.
8. Safety is not only a part of every person's job, but also a part of every person's life. Off-the-job safety is important as well.
9. Employees must be trained and motivated to work safely. The combined energy of the entire organization is necessary to continuously improve and excel in safety performance.
10. Safety is good business, creating competitive advantage, and is expected by our customers.

The success of our safety program depends upon everyone taking personal ownership of both our Health and Safety Policy and Philosophy Statements. It is only through integrating these key elements into our own daily activities, in a way that offers true commitment and support for the process, that successful safety performance can be assured.