

2009 Contract Negotiation : **Tenative Agreement Package**

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- Item 31. Side Letters of Agreement, Reviewed
- Item 32. Quarter Hour Pay Increments

Julian R. Stoll
Operations Manager
Lake Charles Refinery

ConocoPhillips Inc.
2200 Old Spanish Trail
Westlake, LA 70669
(337) 491-4985

June 12, 2009

Mr. G. Leon Royer
Chairman
ConocoPhillips Refinery Group
USW, Local 13-0555
P.O. Box 2236
Sulphur, LA 70664-2236

HAND DELIVERED

Re: P&M Employees Package Offer

Dear Leon:

The Lake Charles Refinery agrees to make the following changes in wages and other conditions as tentatively agreed to by the parties and contained in this letter and attached documents with respect to the contract for employees represented by USW, Local 13-0555, provided the Union notifies the company in writing of the ratification of said changes, deletions, and/or additions to the agreement at or before 7:30 am, June 26, 2009. This package offer represents the settlement of all issues for these negotiations. Please provide this ratification notice to Julian R. Stoll, Thomas L. Hutton or Brian P. Sumner. The following regarding the National Pattern is offered:

TERM OF AGREEMENT

June 26, 2009 through 7:00am, June 26, 2012.

WAGES

Effective June 26, 2009, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective June 26, 2010, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective June 26, 2011, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

RATIFICATION BONUS

All represented, full time, active employees in the USW represented bargaining unit on the payroll as of the date of ratification of the agreement will receive a one time, lump sum payment of \$2,500. The payment of this bonus is contingent upon timely ratification.

The ratification bonus, which will be paid as soon as practical following notification to the Company of Union ratification of this entire agreement, is non-benefits bearing. This means that it will not be included in the definition of earnings in calculating any benefit under any ConocoPhillips benefit plan, policy, or payroll practice.

The ratification bonus will not be included in wages for purposes of calculating vacation pay, holiday pay, sickness and disability pay, occupational illness and injury pay, overtime pay, workers' compensation payments, or any other types of premium or special payment.

The ratification bonus will be subject to all deductions required by law, such as applicable withholding for federal, state and local taxes.

HEALTH CARE

The Company renews and extends its current commitments that the Company's contributions toward premiums for the ConocoPhillips medical plan for active employees will be based on an employer contribution rate of 80% of the premium and an employee contribution rate of 20% of the premium. The Company's contributions toward premiums for approved alternate Company sponsored medical plan options for active employees will be based on an 80% contribution, but in no case will it exceed the dollar amount paid by the Company toward the cost of coverage under the ConocoPhillips PPO Medical Plan, with participating employees paying the balance of the cost.

NO RETROGRESSION

The Company agrees to renew the letter agreements on layoff notice, plant closure, rate retention, national health insurance, health and safety, successorship, and job security where such letter agreements exist.

LOCAL ISSUES

In addition, the Company commits to contract changes per the attached list, subject to typos and inadvertent errors.

EXPIRATION

This package offer, including wages and all other provisions and attachments, will expire at 7:31 am, June 26, 2009.

Please acknowledge your receipt of this package offer below.

Sincerely,

Julian R. Stoll

G. Leon Royer

Date

Sec. 1-8 Pg. 4

You are hereby requested and authorized to deduct from wages due me and payable on the next regular payday the sum of \$_____ being my initiation fee, and on the first payday of each succeeding month regular monthly dues to International Union Secretary-Treasurer, and you are hereby authorized and directed to pay the amount deducted to International Union Secretary-Treasurer prior to the end of the month for which deduction is made.

TA
5/19/09
JPD

(R)

FOR THE UNION

Leo W. Gerard
International President

Stan Johnson
International Secretary-Treasurer

Thomas Conway
International VP Administration

Fredrick D. Redmond
International VP Human Affairs

J.M. Breaux, Director, District 13

Gary Fuslier, Staff Representative
Negotiating Committee

FOR THE COMPANY

TA 5-19-09
②
MA

TA 5-27-09
(R) [Signature]

Purchased Vacation - Modify

Tentative Agreement amendment dated 05/27/09

Modify Section 11-1 as follows:

Eliminate the last sentence: "An employee may purchase up to one (1) week of vacation per calendar year.", and.....

Replace it with: "A Mechanical Division employee may use up to one (1) week of unpaid vacation per calendar year. An Operations division employee may use up to eight (8) hours of unpaid vacation per calendar year."

Eliminate Section 11-9(c) and 11-9(d). All other language in 11-9 remains unchanged.

Modify Section 11-10 as follows:

Modify paragraph 2, 1st sentence to read: "The general scheduling order will be (1) current earned vacation weeks on the first pass, (2) banked weeks on the second pass and (3) unpaid vacation on the third pass."

Modify paragraph 2, 2nd sentence to read: "In the mechanical department (1) day earned vacations will be scheduled before banked or unpaid vacation weeks."

All other language in 11-10 remains unchanged.

Modify Section 11-12(c) as follows:

Eliminate the 1st sentence of 11-12(c).

All other language in 11-12(c) remains unchanged.

Modify Section 11-14, 4th paragraph, as follows:

"Banked and unpaid vacations are not included in the calculations mentioned in this section."

All other language in 11-14 remains unchanged.

Modify Section XIV as follows:

Modify XIV.A.1 as follows: "Employees can add up all vacation hours (earned, banked, and unpaid) and banked holiday hours to determine available time off."

Modify XIV.B.1.b. as follows: "Earned vacation must be used first, before unpaid and banked vacation".

Eliminate XIV.B.2.d. in entirety.

Modify XIV.B.3 title to read as follows: "Unpaid Vacation".

/continued.....

Modify XIV.B.3.a. as follows: "Employees can utilize unpaid vacation in 4-hour increments up to eight (8) hours per year."

Eliminate the current XIV.B.3.b. and replace it with: "Employees will be credited with eight (8) hours per year of unpaid vacation, to be used to fill out a twelve (12) hour day ~~off~~".

Eliminate the current XIV.B.3.c. in entirety.

Modify XIV.B.3.d as follows: replace "purchased" with "unpaid", and delete "and all vacation days in the Bank are used."

Eliminate the current XIV.B.3.e. in entirety.

Eliminate the current XIV.B.3.f. in entirety.

Eliminate the current XIV.B.3.g. in entirety.

Modify XIV.C.1.c. as follows: replace "Purchased" with Unpaid".

Modify XIV.C.2.b. sentence one as follows: eliminate "or cashed in".

Modify XIV.D.1 to read as follows: "All **paid** vacation hours will be paid at the employee's base rate (benefit rate)."

Modify XIV.E.2. as follows: replace "Purchased" with Unpaid".

Modify XIV.F.1.c. as follows: replace "Purchased" with Unpaid".

Eliminate XIV.F.3.e. in entirety.

Modify XIV.G.6 1st sentence to read as follows: "Remainder vacation hours (four (4) or eight (8) hours) that are not banked or scheduled ~~or cashed in~~ will be forfeited."

Modify XIV.G.6. 2nd sentence to read as follows: "A 12-hour day off will not be allowed unless twelve (12) hours of vacation (paid or unpaid) / banked holiday hours are available."

All other language in XIV remains unchanged.

Both parties agree to scan the current CBA for any other references to purchased vacation that may conflict with our agreement and commit to discuss as appropriate.

TA 6-12-09
(P)
JPA

Funeral leave -- Modify
06/12/09

Modify Section 15 as follows:

Modify section 15-1, to read as follows:

- 15-1** If in the employee's opinion, time off is necessary because of a death of a relative listed below, up to three (3) paid days off will be granted during the seven (7) consecutive calendar day period beginning the day after the employee is notified of the death, except as documented under the provisions of 15-3(b). Subject to the conditions of 15-3(b), the days off do not have to be taken consecutively, but should be scheduled to minimize schedule disruptions to the extent possible. Such time shall not be considered as time worked when computing overtime. Additional time off (personal business, vacation or banked holiday) will be granted to attend to duties or issues associated with the funeral or death if it can be accommodated.
- If the employee is notified of the death while at work the employee may, at his or her discretion, take the remainder of the shift as one of the paid days or as personal business time.
- 15-2** Pay for those relatives of employees or spouse living in same household: Wife, husband, child, father, mother, brother, sister, grandparents, uncle, aunt, nephew, niece, grandchild, son-in-law, daughter-in-law, brother-in-law, stepmother, stepfather, and sister-in-law.
- 15-3** (a) Pay for those relatives of employees or spouse not living in the same household: Son, son-in-law, daughter, daughter-in-law, brother, sister, father, mother, grandchild, grandparents, brother-in-law, sister-in-law, stepmother, and stepfather.
- (b) Pay for aunt, uncle, niece, and nephew not living in the same household shall be up to two (2) days, to be taken consecutively.
- 15-4** Employees shall be allowed the necessary time off to serve as pallbearers of deceased friends or relatives. Time off shall be granted without pay. To protect operations, it may be necessary to limit the number of employees who may be off simultaneously under this provision.

TA 5-27-09
②
[Signature]

Banked Holiday - Modify

Tentative Agreement amendment dated 05/27/09

Modify Section 10-6 as follows:

1st paragraph - replace the first sentence with:

"At the time operating employees observe a holiday, whether they work or not, they may elect to take equivalent time off later in the year."

1st paragraph - eliminate the second sentence:

"A maximum of five (5) days may be taken in a calendar year."

1st paragraph - eliminate the third sentence:

"If an employee does not buy vacation, a maximum of ten (10) days may be taken in a calendar year."

1st paragraph - modify the fourth sentence to read as follows:

"For Operations employees only, all holiday equivalent time for the year will be considered to be "banked" as of the Monday prior to the Thanksgiving holiday and no forms will be required to accomplish this."

2nd paragraph - replace the first sentence with:

"At the time mechanical employees observe a holiday, provided they work all or part of that holiday, they may elect to take equivalent time off later in the year."

2nd paragraph - modify the second sentence to read as follows:

"This banked holiday equivalent time may be used in increments of four (4) hours or more."

3rd paragraph - modify the second sentence to read as follows:

"Banked holiday equivalent time must be taken with supervisory approval."

Add a 4th paragraph to read as follows:

"All contract references to banked holidays shall mean equivalent time off as noted in this section."

All other language in Section 10-6 remains the same.

Modify Section 10-7 as follows:

1st paragraph - modify the second sentence to read as follows:

"The calendar year for utilizing banked holiday equivalent time will be from January 1st to December 31st the following year."

Eliminate second paragraph: "Pay for the banked holiday will be equivalent to pay rate in effect at the time the holiday was banked."

Eliminate third paragraph: "Employees will be required to take one day vacations prior to banked holidays if they are unable to bank their vacation time."

/continued.....

4th paragraph – replace with:

“Unscheduled banked holiday equivalent time must be taken before PB (Personal business) will be considered.”

All other language in Section 10-7 remains the same.

Modify Section 11-12(f) as follows:

Modify third paragraph, by elimination of “(1) Do not have to take one (1) days before banked holidays, and” then modify next paragraph by changing “(2)” to “(1)”.

All other language in Section 11-12(f) will remain unchanged.

Modify Section 11-12(g) as follows:

Modify third paragraph, 1st sentence, by deletion of “before banked holidays and” to read: “All unscheduled one-day vacations must be taken before PB (Personal Business) will be considered”

All other language in Section 11-12(g) will remain unchanged.

Eliminate Section XIII.C.2 as follows:

Eliminate XIII.C.2: “Pay for the banked holiday will be equivalent to the pay rate in effect at the time the holiday was banked.”

Eliminate Section XIII.C.3 as follows:

Eliminate XIII.C.3: “Employees will be required to take earned vacation hours prior to banked holiday hours if the employee is unable to bank vacation.”

All other language in Section XIII.C remains the same.

The intention is to replace references to “banked holidays” with “banked holiday equivalent time” throughout the CBA. Both parties agree to scan the current CBA for any other references to scheduling of banked holidays that may conflict with our agreement and commit to discuss as appropriate.

Basic Contract Page 10-11

- A. The intent of the overtime meal is to provide the employee working overtime a meal under the following conditions if the employee so desires:
1. An employee called out without three (3) hours notice will be furnished a meal for each meal period he/she works through.
 2. An employee held over will be furnished a meal for each overtime meal period he/she works through or is anticipated to work through after his/her regular scheduled hours.
 3. All employees scheduled to work sixteen (16) continuous hours shall be furnished one (1) meal.
 4. Overtime meal periods are 6am -- 7am or 8am -- 9am, 12noon -- 1pm or 1pm -- 2pm, 6pm -- 7pm or 8pm -- 9pm, 12midnight -- 1am or 1am -- 2am.
 5. Meal orders must be placed at least one hour before the scheduled meal time.

Twelve Hour Shift Agreement Page 127

- B. Overtime Meals and Meal Periods

Overtime meals provided as described in Section 5-9

TA 5-19-09
(R)
[Signature]

TA 6-8-09
(R) 

~~Eliminate~~ hConoco "Me-Too" Provision – Modify (clean-up)
06/08/09

Modify Section 14 As Follows:

Modify section 14-1(d) to read as follows:

- (d) Any changes, increases in Company contributions, or improvements in the benefit plans listed above, including changes in vacations and holidays, that are made effective at other USW represented ConocoPhillips refineries during the term of this agreement, shall be granted to all employees represented by this bargaining unit at the ConocoPhillips Lake Charles Manufacturing Complex. Any such changes, increases, or improvements made shall become effective as of the same date and with the same amendments as are applied in the other USW represented ConocoPhillips refineries.

TA 6-5-09

MEMORANDUM OF AGREEMENT
JUNE 5, 2009

Ⓟ *[Signature]*

The parties agree to meet within a reasonable time after the conclusion of the current round of collective bargaining in order to continue to investigate whether or not it is feasible and desirable to implement a new system for calculating pay under the 12 Hour Shift Agreement. Both parties hereby agree that neither party is under any obligation as a result of this investigation and that this investigation is not considered collective bargaining.

TA 5-29-09
(P) MA

**Company Counter-proposal to Union Counter on Company #4
5-29-09**

Modify Section 8-11 to read:

8-11 All employees hired to fill a permanent vacancy in the approved par organization shall be required to work a trial or probationary period of ~~ninety (90)~~ **one hundred and eighty (180)** calendar days, ~~during which time they shall be considered temporary employees and the rules of 8-10 shall apply.~~ If the employee successfully completes the probationary period, he shall be considered a permanent employee and seniority shall be computed back to the date he began serving the probationary period.

Modify the Operating Rate Structure to read (actual pay rates and other changes to be addressed later):

CONOCO INC. LAKE CHARLES REFINERY JULY 15, 2002 OPERATING RATE STRUCTURE				
<u>CLASSIFICATION</u>	<u>7-15-02</u>	<u>7-15-03</u>	<u>7-15-04</u>	<u>7-15-</u>
<u>05</u>				
Top Operator ***	\$26.51	\$27.44	\$28.46	\$29.60
Laboratory Quality Tech. ***	26.09	27.00	28.00	29.12
Console ***	25.32	26.21	27.18	28.27
Excel Console Outside ***	25.32	26.21	27.18	28.27
Outside Operator	24.73	25.60	26.55	27.61
Docks Loader	24.11	24.95	25.87	26.90
Trainee	22.46	23.25	24.11	25.07
Trainee 3-9 months**	21.33	22.08	22.90	23.82
OTC 0-3 months*	14.49	15.00	15.56	16.18

*OTC's will start a 90 **180** day probationary period when they are assigned to an operational progression or to the mechanical department after completion of the OTC training class with no starting dates being the same.

Starting with the completion of an OTC's ~~90-Days trial period~~ **first 90 days in his/her probationary period.

***These pay adjustments are in recognition of the increased job duties incurred in the past and the continued growth of the Top Operator, Laboratory Quality Technician and Console Operator as on shift leaders in their progression unit. These adjustments will cover minor changes in job duties and responsibilities that may come up during the term of this contract due to changing technology and work processes but must be agreed to by the Union/Management Committee. Any major changes in job duties and or responsibilities will be subject to negotiations concerning duties, pay and/or responsibilities by the Union/Management Committee at any time during the term of this contract.

OTC's may be allowed to accumulate up to 90 days of training on the bottom job if needed in a progression before being required to qualify.

Trainees who are working on the unit will receive the rate of pay for the job they are working.

Trainees will not make less than the permanent base rate that they have obtained when working in mechanical or as extra on shift.

An Operating Trainee's base rate (Benefit rate) will be increased to the rate of the first classification level above trainee within a given progression unit provided the trainee has five years of unit seniority within that progression.

Note: The above rate schedule includes at least an increase of 85¢ to base rate effective 7-15-02, 3.5% increase to base rate effective 7-15-03, 3.7% per hour increase to base rate effective 7-15-04, and 4.0% per hour increase to base rate effective 7-15-05.

TA 6-11-09
(D)
MA

LETTER OF AGREEMENT

ODM OPERATOR

It is hereby understood and agreed by and between the Lake Charles Refinery/Excel Paralubes and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Industrial and Service Workers International Union – USW Local 13-0555 hereafter referred to as the "Management" and the "Union" respectively as follows:

This Agreement establishes the term and the method for selecting ODM Operators for those units that employ this position. The responsibilities of the ODM Operator are contained in the ODM job charter attached.

Stipulations:

1. Base rate of pay for the ODM Operator will be the employee's qualification rate.
2. The ODM Operator assignment will be for a term of eighteen months. The incumbent may voluntarily return to his or her normal position provided he or she gives the Operations Supervisor thirty (30) days notice of such intention.
3. The ODM operators initially selected under this agreement will begin their term as of January 1, 2010. For selection purposes the Union will present candidates to Management for consideration at least 30 days prior to the expiration of the incumbent's term. Management may approve or reject candidate offerings, but carries the burden of expressing specific objections to the skills or qualities of the candidates presented. If none of the first candidates are accepted the union will provide an additional candidate for consideration. The Company will have the option of selecting an ODM Operator from among that group of candidates or rejecting all of the candidates. Should the Company reject all of the candidates or if there are no candidates presented by the union for selection the ODM work will default to the Top Operators. The following will be taken into consideration when reviewing candidates:
 - Commitment to the ODM process
 - Assessment against the responsibilities of the ODM job charter
 - Top Operator qualification
 - Individual work performance
 - Communication and interpersonal skills.
 - Willingness to learn.
 - Knowledge of the Refinery processes and procedures (both operations and maintenance).
 - SAP competency
 - Ability to perform normal duties of an operator.
4. The ODM Operator will normally work a day shift schedule, 7:30 a.m. to 4:00 p.m., with overtime as approved by the Operations Supervisor.
5. Once assigned to the ODM position he/she will not be subject to rotor assignments. If unit emergency conditions dictate or if a process job would otherwise go uncovered for lack of available personnel, management reserves the right to return the ODM Operator to his or her progression unit duties on a temporary basis.
6. Incumbents who do not meet the performance expectations can be removed from the position with 30 days notice to the incumbent and the union.

7. This agreement is subject to cancellation at any time by either party, provided the initiating party provides thirty (30) day written notice to the other party. The parties will be required to meet during this thirty day period and attempt to settle any dispute or work out a new agreement. If the dispute has not been resolved or no new agreement has been reached by the end of the thirty day period this Agreement will be cancelled.

This Agreement is hereby approved and adopted as a part of the basic Labor Agreement between the USW Local 13-0555 and ConocoPhillips, Lake Charles Refinery/Excel Paralubes.

Effective:

CONOCOPHILLIPS
LAKE CHARLES REFINERY

UNITED STEEL WORKERS INTERNATIONAL
UNION AFL CIO, LOCAL 13-0555

Willie A. Tempton, Jr.
Manager

Leon Royer
Chairman – Refinery Group

EXCEL PARALUBES

Steve D. Geiger
Joint Venture Manager

United Steelworkers

From: "Fontenot, Ronald C." <Ronald.C.Fontenot@conocophillips.com>
To: "USW Union" <uswunion@bellsouth.net>
Sent: Friday, May 08, 2009 3:46 PM
Subject: FW: Draft Contract Language Change

More to hold on to ...RC

From: Hutton, Tom L.
Sent: Friday, May 01, 2009 4:05 PM
To: Geiger, Steve D.; Livingston, Jeff P.; Stoll, Julian R.; Sumner, Brian; Keating, Tommy W.; Bourgeois, Ben; Gallier, James E.; Leger, William N.; Royer, G. Leon; Fontenot, Ronald C.
Cc: Hutton, Tom L.
Subject: Draft Contract Language Change

Here's the language we agreed upon last meeting to allow for movement from Craft Worker 2nd to Craftworker 1st in less than one year.

3-6 Either permanent or temporary assignment to a craft progression unit shall require the following periods of continuous or intermittent service before advancement from one classification to the other:

Second Apprentice -Six (6) months service as Third Apprentice

First Apprentice -Six (6) months service as Second Apprentice

Craft Worker Second -Nine (9) months service as First Apprentice



Craft Worker First - Up to One (1) year service as Craft Worker Second

Employees hired directly into mechanical craft positions may be hired into any classification in that craft subject to the remaining time periods and qualifications for advancement.

Internal Virus Database is out-of-date.

Checked by AVG.

Version: 7.5.557 / Virus Database: 270.12.11/2089 - Release Date: 4/30/2009 5:53 PM

TH 5-19-09



OPERATOR SCHEDULING

(R) MA

OPERATOR STAFFING OF THE LIVE UNITS PROGRESSION DURING THE STAFFING OF UNITS IN TURNAROUND

(Draft: 19 May 2009; 4PM)

The following provisions will be used when a portion of a progression unit is operating in the 'live mode' and another portion is in a shutdown unit mode.

When a progression unit is scheduled to go into such a partial live/partial shutdown unit mode, the operations scheduler will forecast normal twelve hour rotating shift schedules for the live portion of the progression unit (for two weeks), prior to the beginning of the shutdown and then each week there after, with personnel not assigned to the shutdown and using normal contract scheduling provisions. This schedule will be analyzed to see if any of the following trigger points exist:

- 1) Unable to cover a job per CBA provisions.
- 2) Multiple triple coverages (two 16's and a 4 in the middle) for individual operators in a week within the live unit

If both of these trigger points are present the unit Operations Supervisor will invoke 7-12's. If only one of the trigger points is present the unit Operations Supervisor will consult with an Operations Committee Person on whether to invoke 7-12's or to continue with the standard 12 hour rotating shifts for the live portion of the progression unit. If there is disagreement on the issue either party can take the issue to the Operations Manager or the Joint Venture Manager. If 7-12's are invoked then all classifications within the progression operating the live units will go to a 7-12's schedule. Once invoked, the 7-12's schedule for the live portion of the progression unit will continue so long as the turnaround is in progress and will not bounce back and forth between the standard 12 hour rotating shift and 7-12's.

The standard 12 hour rotating shift (one contained in the 12 Hour Shift Agreement Shift Menu and in effect) and the 7-12's are the only options for these situations.

(7-12's Definition): The 7-12's schedule has employees assigned to straight day or straight night schedules working up to 7 days a week and 12 hours a shift. It is an 8-hour shift schedule with scheduled overtime to yield additional staffing. In these situations employees will be scheduled for not less than forty straight time hours per week.

Personnel assigned to the live portion of the unit may be assigned days off, as described below, when working 7-12's schedule. Personnel assigned to the shutdown portion of the unit will be assigned to the 7-12's schedule, but may be assigned days off and the hours worked per day may be adjusted.

Personnel assigned to the shutdown activities will be on the 7-12's schedule. The actual number of hours and days worked per week will be determined by the workload. The intent is that each employee will be scheduled off for at least one day so as not to work more than thirteen days in a row. The shutdown staffing will be kept to the minimum numbers of Shutdown Operators and Shutdown Assistants needed to discharge the shutdown tasks.

Personnel assigned to the shutdown activities will not be assigned to the live unit schedule to force someone to take a day off or to enable move-up-on-shift, but can be used on the live unit if the need exists during a shift.

Personnel assigned to the shutdown activities will be relegated to Step 14 in the Order of Eligibility for filling overtime opportunities in the live unit schedule.

Live Unit Working 12 Hour Rotating Shift

Staffing will be weighted to the live portion of the units. In this situation the live unit personnel will remain on the normal 12-Hour Shift schedule. Vacancies in the live unit schedule will be filled via the existing 12-Hour Shift Agreement provisions, i.e. move-up-on-shift or overtime per the Order of Eligibility.

Employees assigned to the live portion of the unit will not be assigned to the shutdown portion of the unit in order to force an employee on the shutdown portion to take any more days off than required to avoid working more than thirteen days in a row.

Employees assigned to the live portion of the unit can be assigned to the shutdown portion of the unit in order to allow an employee on the shutdown portion to take additional days off at the employee's request.

To fill vacancies in the shutdown portion of the unit, where an assistant can move-up and assume the turnaround lead job, the job moved up will be the classification filled using the order of eligibility. If move-up cannot be used, the classification of the vacancy will be used to fill the opening. The intent is to protect continuity of the turnaround lead operator.

Live Unit Working 7-12's

In this situation all of the live unit personnel will go to a 7-12's schedule. Vacancies in the live unit caused by assignment of personnel to the shutdown activities will be filled by moving the senior employees up to the vacated classifications as needed.

The actual numbers of days worked per week will be determined by the workload. Each process unit job to be filled on the live unit will be filled on each shift, each day, but ancillary jobs, such as loaders can be left vacant on any particular day if the workload allows. Other personnel who are retained in the unit will be preferentially assigned to the live units as extras on shift, but can be used at any given time to work on the shutdown activities, fill a shutdown vacancy, or enable the scheduling of days off for shutdown personnel. Extra employees on shift in either portion can be assigned to work on the other portion. The intent is that each employee on the live unit side may be scheduled off when possible for at least one day within 14 days so as not to work more than thirteen days in a row. Additional days off may be scheduled upon employee request if possible. Employees days off will be selected in seniority order. Additional days off can be scheduled based upon the workload, but the number of days that individual employees are required to take off will be equalized within classifications and qualifications.

Personnel assigned to the live units as extras on shift can be moved between the day and night shifts as necessary on a weekly basis only and in reverse progression unit seniority.

TA 6-11-09
①
MA

Union Proposal #9; (Add 2/3 Shift to Shift Pick Menu)

Modify 12 Hour Shift Agreement; section XVII, (9); (c)

9. The currently agreed upon shifts that will be offered for selection are:
 - A. The Dupont schedule (7 day off) that was worked during the beginning of the 12-hour shift trial period.
 - B. The 5-4 shift schedule that Excel and Denver are currently working and that the refinery will be working by 1/1/2004.
 - C. **The 2/3 shift that was previously worked in the Lake Charles Refinery. (Note: This shift choice would require a site wide majority vote and implementation. The Company commits to a one (1) year trial period.)**

1-day Vacation Cancelling Agreement

05/19/09

Add to Section 11-13

In the event employees cannot notify their supervisor by the deadline in Section XIV.E.6 then 1-day vacations may be cancelled with the mutual agreement of the employee cancelling his/her 1-day vacation and the employee scheduled to cover that employee, prior to the scheduled 1-day vacation. The employee initiating cancellation of the scheduled 1-day vacation is required to send an e-mail as information of the cancellation to the vacation schedule owner prior to the occurrence.

TA 5-19-09

(R)

[Signature]

TA 5-26-09
R

Union Proposal #17; (Eliminate Instr. Critical Skills: DCS / Analyzer)

Change current contract language; Modify section 4 and delete section (a) as indicated below:

5-14 A sign-up list will be utilized for voluntary callout overtime. An employee who is called out will be required to render only that service for which he is notified of at the time of the call, or such service as may develop after the call for which another callout would be required. If the employee has completed the original requested work and worked a minimum of 2½ hours, then by request of employee an attempt will be made to find relief. If sufficient personnel cannot be contacted from said list, then Utility Helpers qualified as Craftworker 2nd who sign up on the overtime sign-up list will be called.

If sufficient personnel cannot be obtained via the initial callout list and a craft has been placed on required callout response then the company may resort to the required callout response process. This process is as follows:

1. The company may require members of certain crafts to be on call and able to be contacted by a pager (or other approved method) and to respond when notified of a callout. The company can require up to a maximum of 30% of the number of employees in a craft progression to be on call. Crafts, as referred to in this process include all Craftworker progressions, the Equipment Operator progression and the Utility Helper progression.
2. The company commits to having no more than 10% of a craft progression on call so long as that craft fulfills at least 90% of their callouts on a voluntary basis (not having to resort to pager notification and response).
3. When required pager notification is necessary, a mechanical department supervisor or someone filling a mechanical supervisor capacity will make such notifications.
4. Each craft, with the approval of the craft owner, can determine how they will rotate the on-call responsibilities among the craft ~~(including critical skill requirements)~~. If a craft chooses not to make that determination, the company will make that determination.
5. It will be up to the company to decide when and if any individual craft will be subject to this process.

If sufficient personnel cannot be contacted via the voluntary signup list if the craft has not been placed on required callout response or via the required callout response process if the craft is subject to that process then the Company will be free to fill the overtime as deemed necessary. No attempt will be made to equalize overtime for callout situations.

(a) Callouts within the Instrument Department/Critical Skills Group:

~~There are two types of critical skills that have been identified within the Instrument Department. These two critical skills groups are the Process Analyzer group and the Honeywell DCS group. Once declared qualified, employees are equally skilled for callouts and shall be placed onto a critical skills callout rotor.~~

~~The callout signup list will be used to obtain the first available employee in order on the sign up list that has the critical skill needed to perform the job. If no one with the required critical skill is obtained using the callout signup list then the critical skills callout rotor will be used starting with the person who is first up. If sufficient personnel still cannot be obtained the company will be free to fill the overtime as deemed necessary.~~

TA S-27-09



Maintenance Call-Out ("Caro" Provision) - Modify
05/27/09

Modify Section 5-14 as follows:

Add a new paragraph after the existing first paragraph of 5-14, to read as follows:

"On a normal week day, employees completing a Callout assignment after 03:00 AM may be given the option of remaining on site rather than going home to return for the next week day 07:30 AM shift. After completing the overtime work assignment, at the employee's option, he/she may choose to remain on site and continue to perform other work as identified by the Senior Shift Team Lead, or pre-identified work such as PM's, shop maintenance activities, or general clean-up and housekeeping. Employee working hours shall remain within the 16-hour boundaries of Section 5-6."

TA 6-4-09



2009 Negotiation: Union Proposal #6 (Utility Helper / Trainee Lang)
Union Proposed Language

Modify the following section as follows:

SECTION EIGHT
Seniority

8-3 *The bargaining unit shall be divided into progression units consisting of one or more job classifications listed in number ranking with the lowest number being the highest rank. Promotion and/or demotion in a progression unit shall be in order of number ranking. Employees shall either hold a ranking number in a progression unit, including a trainee or apprentice number, or be assigned to the OTC / Un-assigned Trainee pool. Progression units will be established, eliminated, or combined as required by plant operation. However, the Company will meet with the Union to discuss the proposed changes before a final decision is made.*

8-4 *If a permanent vacancy occurs in any operations progression unit, the employees within the unit including trainees shall move up to fill the vacancy at the beginning of the new calendar year. Until the new year begins, the vacated position will be filled in the manner of a sixty-day move-up as described in Section 7-3(a).*

All bottom jobs, which in most instances will be trainee positions, if they are to be filled, will be posted for bid within four (4) working days after the vacancy occurs. Any permanent employee may bid on a Utility Helper, or janitor job. The qualified employee with the most plant seniority who signs the bid sheet within seven (7) calendar days from date the job is posted shall be considered the successful bidder. If there are no eligible bidders, the Company may elect to fill the positions by assignment of OTC / Un-assigned Trainee (for operations); by assignment of employees other than OTC / Un-assigned Trainees with the employee's concurrence; or by hiring. The Company may fill Utility Helper jobs by bidding, assignment of employee with concurrence or by hiring.

8-12(a) *The permanent entrance job shall be the OTC / un-assigned trainee pool , utility helper, or Craft Worker Second or Equipment Operator Second.*

Note:

- Both parties agree to scan the current CBA for any other references to Utility Helper pool that may conflict with this agreement and change to Utility Helper progression.
- All other language in 8-4 either remains unchanged or revised as documented during this negotiation.

TA 6-4-09
(D) MA

Operation Items to Consider 2009 Negotiation

Last printed 04/06/2009 3:35 PM

Trainees Bumped Retain Previous Service Time

and pg. 76
(D) MA

Contract section Twelve Hour Shift; Section VI; (F) page 102; Pay Rates

F. TRAINEE BASE RATE

An operating trainee's base rate (Benefit rate) will be increased to the rate of the first classification level above trainee within a given progression unit provided the trainee has five years of unit seniority within that progression, except when a trainee has been bumped to another progression then it will be the combined time of progression unit seniority within the multiple progressions.

TA 5-28-09

(R)

MA

2009 Negotiation

Last printed 28/05/2009 4:03 PM

Union Proposal: Bid Language Days Off

Contract Section: 8-4; page 34

The qualified employee who is eligible to bid but is absent from the plant for the entire bid posting period because of the employee's work schedule or recognized absences (e.g. jury duty, illness, vacation, approved leave of absence) or a combination thereof may, on his return to work by notifying the Personnel Office in writing, be allowed seven (7) days within which to bid on a vacancy. If such employee outranks the successful qualified bidder, he shall be assigned the job and the employee first awarded the job shall be returned to his prior assignment. In addition, all other employees affected shall be returned to their previous permanent assignments. The foregoing shall not apply if the employee is absent for forty-five (45) days from the date the job is posted. Other employees who are successful bidders on more than one (1) job, and are affected by this procedure, may exercise their seniority within seven (7) days in the other job to which this successful bid would have entitled them.

(c) For Mechanical Department:

Included in the 10% will be apprentices. Permanent mechanical employees who have not exercised a bid within the Mechanical Department since July 7, 1982, will be allowed to bid one time within the Mechanical Department. All mechanical employees must have ~~three years service in their craft progression unit as a Craftworker 1st, Janitor or Utility Helper~~ **four years of progression unit seniority** to be eligible to bid.

TA 5-19-09
(S)
MA

TA 6-8-09
(P)
AA

Bidding Process (Unit Stability) - Modify
06/01/09

Modify Section 8-4(a) as follows:

8-4(a) 1st sentence remains unchanged.

Modify 8-4(a), 2nd sentence, to read as follows:

“The required stability is met if the number of employees who have left the unit, including the prospective bidder, by bidding out, retirement, termination, death, resignation, disability leave of absence exceeding four (4) months, military leave, disqualification, or combination thereof, does not exceed 10 percent rounded to the nearest whole number. A disability leave of absence will start to be included in the unit stability calculation at the time an individual’s actual absence from work exceeds four (4) months, and will remain in the calculation until such time the individual makes a full return to work, or one (1) year. Military leave without orders will start to be included in the unit stability calculation at the time an individual’s actual absence from work exceeds six (6) months, and will remain in the calculation until such time the individual makes a full return to work, or one (1) year. Military leave with orders requiring absence from work for more than six (6) months will start to be included in the unit stability calculation at the time the orders commence, and will remain in the calculation until such time the individual makes a full return to work, or one (1) year.

All other language in 8-4(a) remains unchanged.

TA 6-8-09

(P)


Bumping Process - Modify
06/08/09

Modify Section 8 As Follows:

Modify section 8-1 to read as follows:

- 8-1** Providing an employee has the necessary qualifications, seniority shall be the determining factor to promote, demote, and transfer in the bargaining unit, except as otherwise provided for in Section 8-12 (C) and Section 8-19 of this agreement.

Modify section 8-9 to read as follows:

- 8-9** The number of trainee and apprentice positions will be established or eliminated by the Company in keeping with the operation, or in accordance with the provisions of 8-19.

Modify section 8-19 to read as follows:

- 8-19** If a progression unit is discontinued permanently or there is a permanent reduction in the number of employees required, employees shall be reduced in the reverse order of their progression unit ranking.

If the affected employee holds either a permanent progression unit number or is a permanently assigned trainee with a minimum of three (3) years plant seniority, then if this employee so desires he/she may displace the first trainee starting from the bottom of a progression with less plant seniority in any unit.

In this circumstance ("bumping") and at its sole discretion the Company may elect to temporarily increase by one (1) the number of assigned trainee par positions in any affected progression unit, and is entitled to fill such positions without the requirement to bid. The company shall declare its intent to exercise this right, or not, for each affected progression after the first employee elects to bump into that progression.

If the Company does not elect to temporarily increase the assigned trainee par number, that trainee will be displaced and the bumping employee will enter the unit as the bottom trainee.

If the Company does elect to temporarily increase the assigned trainee par number then the person who was bumped from this progression moves to the "bumper list". When it is their turn to exercise their bumping rights they have the option to bump to the extra trainee spot if it is still open, or bump elsewhere if there is a person below them (plant seniority) from the unit from which they were bumped still on the bumper list. If there is no employee below them on the bumper list from that progression unit, they will be assigned to the bottom (extra) assigned trainee spot.

Modify section 8-4(b) to read as follows:

- (b)** For Operations:

Included in the 10 percent will be permanently assigned trainees in a progression unit with two (2) years service in the unit. All operating employees and permanently assigned trainees must have a minimum of five (5) years progression unit seniority to be eligible to bid.

/continued.....

Unassigned trainees with five (5) years plant seniority will also be eligible to bid. Operating employees, permanently assigned trainees, and eligible unassigned trainees in a progression unit will be allowed only one (1) bid within the Operating department.

Operating employees awarded bids within the Operating department will receive the trainee rate of pay.

Assignment Outside of Bargaining Unit - Modify
06/04/09

TA 6-4-09
(P)
JAA

Modify Section 8-23 as follows:

8-23 – eliminate current language, and replace with the following:

8-23 Temporary set-ups out of the bargaining unit will fall into one of the following categories:

(a) Temporary Set-up Within the Refinery:

Employee's set-up out of the bargaining unit within the Lake Charles Manufacturing Complex (Refinery plus Excel ParaLubes) will not be set-up for more than eighteen (18) months cumulative in a twenty-four (24) month period. Time set-up will be counted for as time paid at the set-up rate of pay, plus vacation time taken during the period of the set-up. The employee will lose progression unit seniority for the amount of time the employee was set-up if the employee's set-up time exceeds this time limit.

(b) Temporary Set-up for Projects Within the Refinery:

Employees may be set-up out of the bargaining unit on a project within the Lake Charles Manufacturing Complex that exceeds the limits set forth in section 8-23(a). The Company and Union shall meet to discuss the definition of the project to validate application of 8-23(b). At the completion of the project the set-up employee shall be returned to the bargaining unit for a time period equal to thirty-three percent (33%) of the amount of time the employee was set-up for the project. If the employee fails to return to the bargaining unit, as stated above, the employee will lose progression unit seniority for the amount of time the employee was set-up.

(c) Temporary Set-up Out of the Refinery:

Employee's transferred out of the Lake Charles Manufacturing Complex by the Company on temporary assignment will not exceed eighteen (18) months, cumulative, out of a twenty-four (24) month period. At the completion of the assignment the employee shall return to the bargaining unit. The employee will lose progression unit seniority for the amount of time the employee was set-up if the employee's set-up time exceeds this limit.

(d) Any extension of the above time limits shall be negotiated between the parties. For employees who transition from 8-23(a) into 8-23(b), before meeting the restorative time on tools commitment required under 8-23(a), at the end of the project the set-up employee will be returned to the bargaining unit for a time period equal to thirty-three percent (33%) of the amount of time the employee was set-up under 8-23(a) plus 8-23(b).

(e) Employees will be responsible for alerting the Union or the Company to any situation they believe may be approaching one of the above limits. At this time, the Union and the Company will meet to jointly verify the appropriate data.

TA 5-28-09
D. J. M.

**Company Counter-proposal To Union #4 – Item No. 3
5-28-09**

Modify Section 8-22 to read:

Within the first eighteen (18) months following promotion to permanent assignment outside the bargaining unit, any employee may be returned to the progression unit from which he was promoted ~~and given the ranking number and seniority he would have obtained had promotion not occurred.~~ Such employees shall forfeit, for purposes of plant seniority, all of the time that they were in the non-bargaining unit position and their plant seniority date shall be adjusted accordingly. If the employee is in the Operations Department he/she shall be reduced to the most senior trainee in the progression unit and his/her progression unit seniority date shall be adjusted to one day later than the junior numbered operator in that progression. If the employee is in the Mechanical Department he/she shall be placed as the junior employee in the progression unit and his/her progression unit seniority date shall be adjusted to one day later than the least senior person in the unit.

Should management determine that an additional number is not required in that unit employees shall be reduced in the reverse order of their progression unit ranking. In the event that the affected employee was a successful bidder or was assigned with concurrence from another unit then they shall be returned to the unit from which they left without loss of seniority or ranking. Any permanently assigned employee that is bumped out of a progression will have the same rights as stated in Section 8-19.

TA 6-4-09

(R) *[Signature]*

Bargaining Unit Employee Assignment Outside of LCMC – (NEW)

06/04/09

Modify Section 4 by addition of new language as follows:

- 4-11** Employee concurrence is required anytime a bargaining unit employee is assigned to work outside of Calcasieu Parish and either an overnight stay or overtime is required and the contract bargaining agreement applies. The intention of this language is to cover short-term assignments to work on equipment associated with the Lake Charles Manufacturing Complex (LCMC). Specifically, 4-11 does not apply to training assignments, training course attendance, or required training exercises outside of LCMC.

TA 6-10-09
PMA

Mechanical Temporary Shift 04b
JPL 6/09/2009

Basic Contract: Page 7 & Page 11

Section 4-5 Temporarily, work schedules may begin and end at other hours, when in the Company's opinion such other hours are required. To the extent possible, when no extra expense is involved, these schedules, when required in maintenance, will be rotated among qualified employees of the progression unit according to the shift rotation list. The first shift to be worked will be the first shift scheduled. For purposes of this section 4-5, shift work shall be defined as a work schedule anticipated to last more than forty-eight (48) hours. Shift schedules will take priority over all other overtime.

Section 4-5a Shift Assignments

1. Only employees that are scheduled to be at work, doing bargaining unit work for the duration of the expected temporary shift, will be assigned to the shift. Employees that are not available for the shift will not be charged with a missed shift assignment opportunity
2. Make up opportunities for missed shift assignments, ~~including set-up assignments out of the bargaining unit~~, will not accumulate beyond one opportunity.
3. ~~Each progression will determine for the duration of the contract, how to classify set-up assignments out of the bargaining unit as it pertains to missed shift assignments.~~
4. Temporary shift assignments, describing the work to be covered and the start/stop times of the shift will not be posted more than four working days in advance of the start of the shift assignment.
5. Trades of temporary shift assignments will be allowed before the beginning of the shift with supervisor approval.
6. The order of employees on the temporary shift rotor will be the order in which employees are assigned to the shift regardless of their progression unit or plant seniority.
7. All overtime covered in a temporary shift will be assigned to employees assigned to the shift and will be rotated in order of assignment to the shift.
8. When it is necessary to reduce the number of employees on a temporary shift, the option of remaining or leaving the shift will be given to employees in the order they were assigned to the shift. If enough employees do not volunteer to leave the shift, employees will be removed from the shift in reverse order of shift assignment.
9. ~~For shift work fully or partially reassigned to days and/or nights (3 shift minimum), shift continuity will be considered to be broken.~~

*Tentative agreement subject to final package at
contract negotiations. 3/5/2009*

[Signature]

SIDE LETTER OF AGREEMENT
PROCEDURE WRITING AND TRAINING

The parties agree to the following:

Procedure Writing: writing of operations procedures for existing units and equipment is bargaining unit work. For new procedures and revamps to existing procedures this work will not be done as part of normal on-shift work.

The default schedule for operations procedure writing will be the standard daylight schedule. Requests by the procedure writer to remain on his/her normal twelve hour shift, to work the laboratory special daylight twelve hour shift or a 12 hour daylight weekday shift (36 hours one week and 48 the next week on daylights only) will be considered. Other shift schedules (e.g., 4-10's) will not be allowed unless agreed by the company and the union. "Redlining" and procedure review will continue to be done on employees' normal shifts.

Writing maintenance procedures or work instructions will be done by bargaining unit employees on a voluntary basis only. If there are qualified volunteers they will take precedence over non-represented employees and craftworkers, equipment operators and utility helpers set up to non-represented positions.

Writing procedures for completely new units or equipment is shared work and bargaining unit employees will be assigned to such work only with their concurrence.

Training: formal training of operators for unit qualifications is bargaining unit work. This formal classroom training and lesson preparation will be done on daylights, unless specific job tasks require training on a night shift (e.g., operating the crane at night) or training resource limitations require training on all shifts (e.g., simulator availability). Ad hoc training, e.g. putting a new piece of equipment into operation, can continue to be done on shift as necessary.

Qualification or disqualification of the trainees will be the responsibility of permanent supervisors.

Formal maintenance training will be done by bargaining unit employees on a voluntary basis only. If there are qualified volunteers they will take precedence over non-represented and craftworkers, equipment operators and utility helpers set up to non-represented positions. Maintenance employees can be assigned to provide informal, on-the-job field training to other employees.

Training on completely new units or equipment is shared work and bargaining unit employees will be assigned to such work only with their concurrence.

See the attached 'swim lane' diagrams for additional role clarification.

Operations procedure writing and training falls under the "rotor language" in contract section 7-13. However, such work done on any twelve hour shift schedule will not qualify for rotor pay.

This Agreement is hereby approved and adopted as a part of the basic Labor Agreement between the USW and ConocoPhillips, Lake Charles Refinery/Excel Paralubes.

USW 13-0555 Chairman
Leon Royer

Leon Royer

ConocoPhillips
Thomas L. Hutton

Date: 3-5-09

Date:

Agreement: Minimum Training Requirement Exemption

Contract Language Change:

“Note: Through December 31, 2010, set-ups to the Training Department for creating materials for operations progression unit qualification training pursuant to the corporate training standard will be exempt from the minimum training requirements restrictions applicable to above-par work.”

TA 5-19-09

(P)
A-D

TA 6-10-09
⑤ MA

5/4 Qualifications (Grace Period, Exemptions, Discretionary Par)
06/09/09

Modify Section 7 as follows:

Modify section 7-12 MINIMUM TRAINING REQUIREMENTS, paragraph 9, to read as follows:

- (b) Discretionary par work will be discontinued on a shift before initiating a mandatory callout. However, until 1st January 2010, Trainers and Trainees involved in unit progression training will be exempt from this provision. Thereafter, if a unit falls below minimum 5/4 qualification levels, the Trainer and Trainees involved in unit progression training will be exempt from this prohibition for a period of four (4) months to enable the unit to regain its minimum 5/4 training qualification status. If a departure results in more than one classification being below minimum 5/4 qualification level, this exemption for Trainers and Trainees will be extended to six (6) months.

The company commits to not making a permanent promotion out of any unit while it is non 5/4 qualified. If a permanent promotion renders a unit non-5/4 qualified, the company commits to instituting a training plan to regain minimum 5/4 qualification status to commence within thirty (30) days.

TA 6-10-09

(R) *MA*

MEMORANDUM OF AGREEMENT
JUNE 10, 2009

The parties agree to meet within a reasonable time after the conclusion of the current round of collective bargaining in order to continue to investigate whether or not it is feasible and desirable to implement a new system for depth of training in process units as currently noted in Section 7-12. Both parties hereby agree that neither party is under any obligation as a result of this investigation and that this investigation is not considered collective bargaining.

TA 5-27-09
(P)

Laboratory Side Letter of Agreement - Modify
05/27/09

SIDE LETTER FOR THE NEW STRUCTURE IN THE LCR LABORATORY

I. PAY

- A. All numbered hourly positions will be under the classification of the Laboratory Quality Tester.
- B. Trainees will be paid the Laboratory Quality Tester rate of pay when they work the job, not their classification rate.

II. SPECIAL DAYLIGHT TESTER POSITION LANGUAGE

- A. The 12-hour daylight positions for the Lab Quality Tester will follow the same work schedules as our current rotating 12-hour shift, with the exception of no night shift being worked. Instead of reporting to nights, the employees will return to daylight. The current 12-hour shift language shall apply for these positions. One employee will follow the "A/B" shift schedules and the other employee will follow the "C/D" shift schedules.
- B. The 8-hour daylight shift will be from 7:30 AM till 3:30 PM Monday through Friday. The requirements as currently stated in the 8-hour contract language for operators shall apply.
- C. The three (3) daylight jobs in order of the qualification level are: entry level GC Lab (GCQT), Analytical Lab (ANQT), Knock Engine Lab (KEQT). They will be referred to as Group III.

Group III will consist of:

A/B SHIFT

- A) Knock Engine Quality Tester (KEQT) - 12hour
- B) Analytical Quality Tester (QNQT) - 12hour

C/D SHIFT

- A) Knock Engine Quality Tester (KEQT) - 12hour
- B) Analytical Quality Tester (ANQT) - 12hour

GC) GC Lab Tester (GCQT) - 8hour

- D. All daylight Testers will be trained on each of the (3) daylight jobs and rotate jobs as necessary to retain qualifications. Daylight Testers and qualified trainees will be responsible for covering all GROUP III vacancies.

III. LABORATORY DAYLIGHT TESTERS ORDER OF ELIGIBILITY (AFTER 18 MONTH GRACE PERIOD)

- A. Overtime procedure for daylight positions will be as follows:

- a. If the supervisor determines that move-up on shift is not desirable because of lack of trained personnel, the vacancy may be filled by overtime.
- b. It is the intent of the following overtime procedure to fairly distribute available overtime without unduly adding to the administrative burden of supervision. Supervisory approval of shift and overtime trades constitutes approval only that employees involved are qualified to perform the work, and that shifts are adequately staffed.
- c. The Order of Eligibility for Daylight Testers only will be used to fill pre-schedule vacancies (vacancies which arise before the schedule goes into effect at 6:00PM Sunday). Post schedule vacancies (vacancies which arise after the schedule is in effect at 6:00PM Sunday) will be filled using the volunteer list. The Order of Eligibility for Daylight Testers only will be used to fill overtime giveaways. On overtime giveaways you must talk to the person in each step of the Order of Eligibility for Daylight Testers before going on to the next step. If you cannot get this person prior to the prescribed call out times for the shift you are trying to give away, you will have to make the final attempt after the 5:00 AM/PM call out time. If you do not get them then you may proceed to the next person in the call out order.
- d. The Lab Quality Tester with the first opportunity for the overtime has the responsibility for coverage.
- e. If a job vacancy is to be filled with overtime, the Order of Eligibility for Daylight Testers will be followed to determine the first opportunity among the "standby" employees whether the procedure is mandatory or voluntary.
- f. For overtime determined to be less than 4 hours, the Lab Quality Tester may be held over or called out early.
- g. For overtime determined to be 4 hours or more, the Order of Eligibility for Daylight Testers will be used.
- h. **Order of Eligibility for Daylight Tester:**

1. Tester who worked the job on the last scheduled day in the First Call group. Except every 3rd weekend of each rotation cycle the 8-hour CG Lab Tester will be the first called and first scheduled for all daylight tester vacancies.
2. Qualified Tester within classification in the First Call group in seniority order beginning with the most senior.

Employees moving from Trainee to a Lab Quality Tester on a permanent basis will continue to be responsible for overtime coverage on the GC Lab Tester position for six (6) months or until qualified on the Light Oils Table, whichever comes first.

3. Trainee qualified for the vacancy, assigned to a shift in seniority order.

4. Trainee qualified for the vacancy, not assigned to a shift in seniority order.
 5. Trainee qualified below the vacancy, assigned to a shift in seniority order.
 6. Trainee qualified below the vacancy, not assigned to a shift in seniority order
 7. Last choice is to use other qualified Testers not on the schedule.
- B. For the Daylight Testers there will be a Voluntary Callout Sheet. Employees will not be able to volunteer for a vacancy which would result in the employee working more than thirteen (13) consecutive days. The vacancy will pass to the next person in the order of eligibility in such cases.
- C. A minimum of one (1) Daylight Tester on the Voluntary Callout Sheet is required to relieve other Daylight Testers of callout responsibilities.
- D. If there are two vacancies simultaneously, one within the daylight job and one within the 12-hour rotating shift job and only one Trainee is available then the Trainee will be used within the daylight job. The intent here is that there will generally be more Testers available for coverage on the 12-hour rotating shift side.

IV. MOVE-UP LANGUAGE FOR SPECIAL DAYLIGHT TESTER POSITIONS

- A. Trainees will be trained on the GC Lab Tester position. When available, a trainee will cover the GC Lab Tester position and the GC Lab Tester will move up to where the vacancy occurred in GROUP III.
- B. If a 60 Day vacancy occurs in the Daylight Tester position, the senior trainee available to move-up will be assigned to the GC Lab and the GC Lab Tester will move to where the vacancy occurred in GROUP III.

V. SPECIAL SHIFT LANGUAGE FOR ROTATING 12-HOUR SHIFTS

- A. The Rotating 12-hour Shift Testers shall consist of two (2) groups:

GROUP I:	Qualification A	Finished Products Table (FPQT)
	Qualification B	Light Oils Table (LOQT)
GROUP II:	Qualification C	Heavy Oils Table (HOQT)
	Qualification D	Coke Table (COQT)

- B. Rotation shall be limited to tables A, B & C (GROUP I) rotating, and tables B, C & D (GROUP II) rotating, with GROUP I being the most senior on shift.
- C. Normal rotation for GROUP I will be tables A & B with table C being worked 1 week within a 2-month period.

D. Normal rotation for GROUP II will be tables C & D with table B being worked 1 week within a 2-month period.

E. GROUP I shall maintain Qualifications on (3) jobs: Heavy Oils, Light Oils and Finished Products.

F. GROUP II shall maintain Qualifications on (3) jobs: Coke, Heavy Oils and Light Oils.

G. Example of rotation:

Weeks of rotation																
	1st	2nd	3rd	4th	5th	6th	7 th	8th	9th	10 th	11th	12th	13th	14th	15th	16th
FP	A	A	A	A	B	B	B	B	A	A	A	A	B	B	B	B
LO	B	B	B	C	A	A	A	D	B	B	B	C	A	A	A	D
HO	C	C	C	B	D	D	D	A	C	C	C	B	D	D	D	A
CO	D	D	D	D	C	C	C	C	D	D	D	D	C	C	C	C

H. Trainees shall maintain Qualifications on (3) jobs: Coke, Heavy Oils and GC Lab.

I. Refinery Lab shall put in place a tracking system that will track the jobs testers are working on each shift. This will include the time worked and any training that has occurred on a particular job. Once a tester has qualified on a job, he or she should maintain a minimum level of exposure to the job to stay current.

Exposure on the job can happen in four (4) ways:

1. Through normal rotation
2. Through move-up on shift when covering vacancies
3. Working on overtime
4. Utilizing extra trainees to allow employees piggyback refresher training

J. Lab Supervision will manage the assignment of extra Trainees to provide this on-shift training/piggy-backing. The Lab Supervision will review this data and any gaps will be corrected.

K. GROUP II Senior Testers will only be required to train on the Finished Products (FPQT) when they permanently move into GROUP I. If there is a forecasted permanent move into GROUP I then the most senior GROUP II tester that will move into GROUP I can be trained prior to the move.

L. Overtime, callouts or scheduling will follow the Order of Eligibility within the 12-hour Shift Agreement. Employees moving from Group II to Group I on a permanent basis will continue to be responsible for overtime coverage on the Coke Table for six (6) months or until qualified on the Finished Products table, whichever comes first.

M. Trainees, when used to fill ANY vacancy, shall be assigned into the unit from the bottom up with any move-up from GROUP II to GROUP I to be the most senior person in GROUP II.

- N. When vacancies occur resulting in a callout, qualified Testers called out will work the job called out for unless that person is a tester not qualified for that job. The Tester not qualified for that job shall be assigned the highest level qualification they have causing the least amount of moves except as stated in Section V,L.
- O. If a 60 day vacancy occurs in the Rotating 12-hour progression, the #1 Trainee will be assigned to the shift the vacancy occurs on and will enter the progression at the "D" job and everyone else moving up in the shift seniority to the vacant position.

VI. SELECTION PROCESS FOR DAYLIGHT JOBS

- A. Volunteers from the remaining Lab Daylight jobs.
- B. Volunteers from the Lab Rotating 12-hour Shift will be solicited for all vacant positions. This selection group will include Lab Trainees with Management approval.
- C. Selection for the jobs will be based on qualifications, with the order of selection being seniority. The date the employee is chosen for a job becomes the job assignment day for future vacancy purposes.
- D. If a more senior person is passed over because of qualifications, the Company will have the burden of proof for disqualification through the grievance process up to and including binding mediation for that decision.
- E. If there are no qualified volunteers, the #1 Trainee will move up to the GC Lab and the GC Lab Tester will move to the vacancy.
- F. If a Daylight Tester is allowed to go back into the Rotating 12-hour Shift Testers' group, they will replace the vacancy left by their replacement and work that position until the beginning of a new year. Daylight Testers will not be allowed to swap with a Trainee working a rotating shift table.

VII. NO DAYLIGHT BACKUPS FROM THE SHIFT GROUP AFTER 18 MONTHS

- A. The timeframe for qualifying on new tables will be up to six (6) months.
- B. During a maximum 18-month time frame, qualifying daylight testers and trainees will be the priority.
- C. Once all the required hourly employees are qualified on the three (3) Daylight jobs (18-month time frame), use of the former backups from the 12-hour rotating shift will be eliminated.

VIII. LCR LABORATORY QUALITY TESTERS WILL FOLLOW THE OPERATIONS 12-HOUR SHIFT AGREEMENT UNLESS OTHERWISE SPECIFIED IN THIS SIDE LETTER.

Laboratory Overtime Filling Examples

1. 12-hour Rotating Tables:

Vacancy in FPQT, LOQT, HOQT, or COQT

1. Use normal 12-hour shift Order of Eligibility contract language steps 1, 2, 4, 5, 7, 8*, 9*, 10, 11, 13, & 14.

* For O.O.E. steps #8 & #9, change language from “below” to “outside the vacancy” to account for moving up or down through the three (3) tables qualified for. Choose in unit seniority order amongst those at this step working a rotating shift table.

2. Daylight Shifts:

Vacancy in KEQT (except for the 3rd week-end of the cycle)

1. Volunteer
2. Other KEQT
3. Qualified Lab Quality Tester (ANQT & GC) in 1st call group, in seniority order
4. Trainee qualified below KEQT assigned to 1st call shift, in seniority order
5. Trainee qualified below KEQT assigned to 2nd call shift, in seniority order
6. Trainee qualified below KEQT not assigned to shift, in seniority order
7. Other qualified Testers not on the schedule, in seniority order.

3. Daylight Shifts:

Vacancy in ANQT (except for the 3rd week-end of the cycle)

1. Same as KEQT (above)

4. Daylight Shifts:

GC Tester:

1. Volunteers first, in the following order:
 - i. Tester or Trainee last working on 1st call group
 - ii. Tester in 1st call group in seniority order – includes the Trainee moved up to Lab Quality Tester for six (6) months
 - iii. Qualified Trainee in 1st call group, in seniority order
 - iv. Qualified Trainee in 2nd call group, in seniority order
 - v. Steps 5. and 6. in Order of Eligibility for daylight Testers do not apply
 - vi. Other qualified Lab Quality testers not on the schedule

TA 6-12-09
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MA

Side Letters of Agreement Common List

1) Utility Helper Language	Keep
2) Side Letter of Agreement; Periodic Physical Examination	Keep
3) Coverage in the CDR Unit	Delete
4) Agreement on Training and Curriculum Development	Keep
5) Agreement on Health and Safety Representation	Keep
6) Memorandum of Understanding	Keep
7) Lake Charles Refinery Twelve-Hour Shift Agreement	Keep
8) Side Letter for New Structure in the Laboratory Only	Replace w/New Language
9) Letter of Agreement Docks Special Footwear	Delete
10) Letter of Agreement – Excel Tank Farm Restructuring	Keep
11) Excel Paralubes Process Progression Restructuring Agreement	Modify
12) Contract Language Changes for Excel Process	Keep
13) Letter of Agreement Mechanical Evening Shift	Keep
14) Letter of Agreement ICC Sub-Committee Proposal	Keep
15) Operation Start Time	Delete; (Create Contract Language)
16) Increase of Committee Positions	Delete; (Create Contract Language)
17) De-Coke Operator Pay Rate	Keep
18) Health and Safety Rep	Keep
19) ConocoPhillips Appeal; Unauthorized use of Prescription Medication	Keep
20) Partial Shift Trade	Keep
21) Bumping to Previous Unit	Keep
22) #3 CTU Pay Rate Protection	Keep
23) #2 Reformer Pay Rate Protection	Keep
24) Operator Overtime; Special Assignment	Keep
25) Substance Abuse	Keep

TA 6-12-09
DPA

Excel ParaLubes Process Progression Restructuring Agreement – Modify
06/12/09

Modify Side Letter of Agreement to read as follows:

Excel Paralubes Process Progression Restructuring Agreement

This side letter establishes a new classification and restructures the Process progression at Excel. A Console Outside Classification is established, which will consist of the HDC and HDW outside operator jobs.

ROTATION

This letter stops rotation within the Excel Process Progression.

EXCEL TRAINING

Excel shall put in place a database tracking system that will track the jobs operators are working on each shift. This will include the time worked and any training that has occurred on a particular job. Once an operator has qualified on a job, he or she should maintain a minimum level of exposure to the job to stay current.

Exposure on the job can happen in three (3) ways:

- (1) Through move-up on shift when covering vacancies.
- (2) Working on overtime.
- (3) Utilizing extra trainees to allow employees piggy-back refresher training.

Top Operators in consultation with the Excel Shift Team Leads will manage the assignment of extra trainees to provide this on-shift training/piggy-backing. For at least one shift, over a 60 day period, each Operator will be expected to work or piggy-back on each job he or she is qualified on. Refresher training/piggy-backing shall not change the written work schedule in such a way that the Order of Eligibility used to determine overtime is affected. This data will be reviewed at the Shift Team Lead meetings, held every six weeks to determine training gaps. Excel shall then take immediate action to close the gaps. Excel shall evaluate this refresher training program quarterly and report it's finding to the Union Committee at the next monthly Union Management meeting.

For the Excel process progression, it is agreed that only the operators permanently assigned to work groups #1 - 12 will be qualified on the HDC Console job. Employees on a 60-day move-up into the #5 - 12 work groups will only be qualified on the HDC Console job for the duration of the 60-day move-up.

TA

S-27-09

(R)
JAH

Quarterly Hour Pay Increment – Modify for compliance
05/27/09

Modify Section 5-8 as follows:

Modify Section 5-8 to read as follows:

“For the purpose of computing overtime under this contract, an employee working more than seven (7) minutes of any overtime hour shall be considered as having worked one-quarter ($\frac{1}{4}$) hour, an employee working more than twenty-two (22) minutes of any overtime hour shall be considered as having worked one-half ($\frac{1}{2}$) hour, an employee working more than thirty-seven (37) minutes of any overtime hour shall be considered as having worked three-quarters ($\frac{3}{4}$) of an hour, and an employee working more than fifty-two (52) minutes of any overtime hour shall be considered as having worked one (1) hour.”