

ARTICLES OF AGREEMENT

between

**CHEVRON ORONITE COMPANY, LLC
A CHEVRON COMPANY
Oak Point Plant**

**(Operations, Maintenance,
Storeroom and Laboratory)**



Oronite

and

**UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
AFL-CIO**

and

**UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
AFL-CIO, CLC - LOCAL 13-447**



April 01, 2015 through March 31, 2019

ARTICLE I - UNION RECOGNITION (continued)

Section 5

Upon request of the employee and provided sufficient advance notice is given, the Company will grant time off with pay to the Union Negotiating Committee for the purpose of contract negotiations for employees covered by this Agreement; however, operating requirements shall be controlling. Pay under this provision is limited to scheduled work time lost at the regular straight-time rate not to exceed a total of three hundred and sixty (360) hours for all employees during each contract negotiations.

Section 6

The Union may be represented by nine (9) committee persons who are regular employees of the Company. The Union shall notify the Company of the names of committee persons and shall notify the Company in writing of any changes in the committee persons.

Section 7

Each committee person is subject to all of the Company's rules regarding the conduct of the employees except as otherwise provided herein. Committee persons shall be entitled to enter into or remain on the premises before or after their regular shift, upon application to the proper Company representative in charge, for the purpose of assisting in the settlement of grievances or complaints.

Section 8

A committee person shall, upon application to their supervisor, be permitted to leave their work during their scheduled work hours without loss of pay, for reasonable

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 8th day of April, 2013

Leo W. Gerard J-Potter

Leo W Gerard
International President

Tim Potter
Americas Regional Manager

Stan Johnson

Laura Robinson

Stan Johnson
International Secretary/Treasurer

Laura Robinson
Americas Regional HR Manager

Thomas Conway

Ken Stein

Thomas Conway
International VP Administration

Ken Stein
HR Business Partner

Frederick D. Redmond

Shirley Furry

Frederick D. Redmond
International VP Human Affairs

Shirley Furry
Maintenance/Reliability Manager

Ruben Garza

Ralph Singleton

Ruben Garza
Director, District 13

Ralph Singleton
Operations Manager

Brent Pettit

Brent Pettit
USW Staff Representative

John Gros

John Gros
Chairman, USW Local 13-447

Dennis Ott

Dennis Ott
Vice-Chairman, USW Local 13-447

Jay Casio

Jay Casio
USW Local 13-447

Carlo Damico

Carlo Damico
USW Local 13-447

Robert Lee

Robert Lee
USW Local 13-447

Lloyd Newsom

Lloyd Newsom
USW Local 13-447

Lorne Peralta

Lorne Peralta
USW Local 13-447

Steve Radig

Steve Radig
USW Local 13-447

Tesa Dujana

Tesa Dujana
USW Local 13-447

Bryan Rojas

Bryan Rojas
USW Local 13-447

Bryan Rojas

Bryan Rojas
USW Local 13-447

Memorandum of Agreement

USW Triangle of Prevention Program

Between
United Steelworkers
And
Chevron Oronite Company, LLC, A Chevron Company
Oak Point Plant

This Agreement confirms the understandings reached between the Tony Mazzocchi Center for Health, Safety and Environmental Education (hereinafter called TMC), the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Local Union 13-447 (hereinafter called Union or Local Union) and Chevron Oronite Company, LLC, A Chevron Company Oak Point Plant (hereinafter called Chevron or the Employer) concerning the implementation of the USW Triangle of Prevention Program (hereinafter called TOP) at the Belle Chasse, LA location.

The TMC is a joint program of the USW International Union and the Labor Institute and is part of the Steelworkers Charitable and Educational Organization, a 501(c) 3 organization. Although the USW International Union is not a party to this agreement, it must be approved by the USW International Union Representative.

Section 1 – TOP Program Description

The USW TOP Program is an ongoing worker training and joint investigation program that is designed to engage and involve workers and their Union in the identification and control of workplace health and safety hazards. The Union continues to improve the program based from the experiences at various implementations of the program.

Designated workers and managers are trained by worker-trainers to thoroughly investigate near-misses, incidents, injuries and illnesses and provide recommendations for corrections of system problems identified through the joint investigation. All employees of Chevron Oronite Company, LLC, Oak Point Plant, as agreed upon by the parties are trained by peer trainers on the TOP Program and retrained annually in related materials. Chevron Oronite employees in Human Resources, IT, and Finance departments located at the Oak Point Plant will be excluded from required TOP Program training, but may be directed to attend by management as appropriate.

For the Union, TOP is an extension of the activities of the health and safety committee and Union members involved in the TOP Leadership Team will report to the Local Union leadership and membership through the Union's health and safety committee. Neither the TOP Program nor TOP training replaces or supersedes the employer's obligations for compliance with applicable government health and safety regulations requirements. Nothing in this local agreement will be deemed to supersede the labor agreement. Only

sites with an active TOP agreement and active implementation of the TOP Program will refer to themselves as a TOP site. If a site falls out of compliance with the implementation requirements, the USW and the TMC will continue to support the Local Union and work with the Employer to improve health and safety and reenter TOP.

Section 2 – Duration

The parties agree to implement the TOP Program for three (3) calendar years. The parties can withdraw from the program after completion of the first or second year of the program with written notification to the other parties of this agreement. It is recognized that the costs of the program are distributed over the three-year contract. If the Employer withdraws from the Agreement after year one or year two, they agree to pay a penalty of \$15 per employee to the SCEO to cover a portion of those costs. The Employer shall not be subject to the penalty as outlined in this paragraph, if the termination or cancellation of TOP was caused by a non-Employer party. The parties can choose to renew the contract for additional one, two or three calendar year(s) at the conclusion of this Agreement, at the rates then prevailing.

Section 3 – TOP Site Review

TOP can only be successful in workplaces where the Employer and Local Union recognize that the key to preventing workplace injuries, illnesses and tragedies is to identify and address workplace hazards; and that workplace health and safety can only be improved with the active involvement of workers and the Union. Therefore, the USW has prepared a site review process based on a number of guidelines.

The guidelines are used to evaluate the overall strength of the existing safety and health program. It is not necessary to be in compliance with each and every guideline to enter TOP. However, there must be a commitment to work toward them. In some cases the TOP program can begin immediately; in others a delay may be necessary while the Union and Employer prepare the foundation for TOP. In all cases, assistance is available from the USW and the TMC.

Before the program begins, TMC personnel will perform a site assessment. If material deficiencies are identified the results will be reported in writing to Chevron and the Local Union.

The guidelines include:

- **Health and safety committee**
 - The collective bargaining agreement must include a safety and health article establishing the joint labor-management Health and Safety Committee and addressing the right to a safe and healthful workplace.
 - There must be an active Union health and safety committee and an active joint labor-management Health and Safety Committee. Union members serving on the committee and on any departmental or area committees or teams must be chosen by the union.

- The Union health and safety committee representatives and Union representatives serving on the joint labor-management Health and Safety Committee must report regularly to the union's leadership and membership
- The joint labor-management Health and Safety Committee must not be Employer dominated [an 8(a)(2) violation of the National Labor Relations Act].
- The Union health and safety committee representatives and Union representatives serving on the joint labor-management Health and Safety Committee must report regularly to the union's leadership and membership
- Union members of the joint labor-management Health and Safety Committee must be made whole for their time spent on Committee business
- Union committee members must receive the support and resources necessary to perform their work, such as access to pertinent Employer and Local Union personnel and information, access to all work areas, and training on workplace health and safety
- Access to the facility will be afforded to USW International Union health and safety representatives to investigate incidents, accidents, complaints and concerns with mutual consent of union chair and designated management representative.

Section 4 - TOP Staffing

The following defines the roles necessary for the TOP Program implementation. Additional information is available in the *TOP Program Guide* for these roles.

1. **Top Steering Committee**-The TOP Steering Committee comprised of the Union Chairman, Union Vice-Chairman, TOP Rep , and for the employer, Americas Regional Manager, Operations Manager, OE/HES Manager. The Chair of the Steering Committee will be selected by the Union with management consultation. The purpose of this group will be to provide TOP program guidance, commitment, and resources. In addition, the Steering Committee will provide a dispute resolution mechanism for any issues arising from the TOP program, or Agreement.
2. **TOP Leadership Team** – the Leadership Team is a group of Local Union bargaining unit members who administer the TOP Program for the local union. The group includes local union officers, safety and health activists/committee members and TOP representatives. The team approach is strength of the program. Members of the team will meet regularly to guide the program and will perform other TOP functions by mutual agreement when it is necessary. The group will interface with the USW leadership, Chevron management, the USW Health, Safety and Environment Department and the TMC. The leadership team receives training as outlined in Section 5 of this Agreement.

3. **TOP Representative** – The TOP Representative is a full-time position, normally working a 9/80 schedule, paid by the Employer at his/her current base rate plus \$1.00 rate. Though no overtime is guaranteed, the TOP Representative will likely be required to work some overtime in conjunction with his/her duties. Overtime for the TOP Rep will require prior approval from management. The TOP representative is selected by the Local Union Chairman following consultation with designated management representatives. The TOP representative will maintain seniority in the department from which they came during the length of the assignment and will be required to maintain their job qualifications as necessary. The term for the position is to run not less than three years; however, the Top Representative may resign with two (2) weeks' notice. The TOP representative will serve as a trainer and investigator. The TOP Representative is a member of the TOP Leadership Team. The Representative will receive TOP Leadership training as outlined in Section 5. The Employer will determine and provide necessary office space, equipment and resources to perform the required functions of TOP representative duties.
4. **Alternate TOP Representative** — This position is staffed as necessary for the program to be properly implemented. The Alternate is picked by the Local Union Chairman following consultation with management representatives. The Alternate TOP Representative will serve as a trainer and investigator. The Alternate TOP Representative is a member of the TOP leadership team. The Alternate Representative will receive TOP Leadership training as outlined in Section 5.
5. **Worker-Trainers** - The local union will designate four (4) worker-trainers. The worker-trainers will also serve as investigators. The worker-trainers will participate in a train-the-trainer program as identified in Section 5.
6. **Investigators** — Ten (10) percent of the total Chevron personnel population, including management, will be designated as incident investigators. Union investigators will be selected by the Local Union Chairman. Company investigators will be selected by the OE/HES Manager or his/her designee. The investigators will participate in investigator training as outlined below. The TOP Representative and OE/HES Manager by mutual agreement will determine the need for additional investigators. TOP investigators will report to work as normal until they are contacted by the TOP Representative or management designee when the need for an investigation arises. The TOP representative will seek concurrence from the line organization prior to scheduling investigator time. Issues such as pay, hours of work, length of assignment, seniority, recall rights, etc., shall be appropriately determined locally by the parties while ensuring that workers are made whole for time spent on TOP activities.

Section 5 – Training, Evaluation and Documentation

Workers will be made whole for their time spent in TOP Program-related training. Normal breaks will be provided during training as provided by the site collective Bargaining agreement(s). In addition, the employer will provide meals to training

participants when onsite training takes place over normal scheduled meal breaks. All training will be conducted using the training workbooks provided. The Employer will furnish necessary training supplies (e.g., pens, pads, flipcharts, markers, etc.) for the training classes. Sign-in sheets and evaluations will be sent to the TMC as soon as possible following each training session.

The TMC agrees to provide the following:

1. **TOP Leadership Team, TOP Rep, TOP Alternate Rep and TOP Trainer Training** — TOP Leadership Team, TOP Rep, TOP Alternate Rep and TOP Trainer training are Union-only programs held offsite at a location designated by the TMC (Usually at the Pittsburgh USW headquarters). The training is five (5) days in length. These programs are coordinated periodically by the TMC and are held for multiple TOP locations. The site will participate as quickly as feasible following execution of this Agreement. The training will be conducted by trainers and staff designated by the TMC. Reasonable travel costs, regular wages, including transportation, lodging and meals will be paid by the employer. Participants will be made whole by the employer for the time spent in the training program.
 - a. **Trainer Refresher and Recertification** — Trainers will participate in annual trainer refresher and certification pursuant to the requirements of the TMC. This may include onsite training and recertification process or an offsite process of up to one week. The Employer agrees to cover all reasonable travel expenses including meals, regular wages, hotel, and transportation cost.

2. **TOP Rep and TOP Alternate Rep**
 - a. **Lessons Learned Writers** — This is a union-only training held offsite at a location designated by the TMC (usually at the Pittsburgh USW headquarters). The Lessons Learned Writer will be the TOP Representative and the Alternate TOP Representative and will attend this training to learn how to take the Lessons Learned from investigations into the USW format to maximize learning and to share with other sites. Reasonable travel costs, including transportation, regular wages, lodging and meals will be paid by the employer. Union participants will be made whole by the Employer for the time spent in the training program.

 - b. **Lessons Learned** — One of the largest benefits of the TOP Program is the sharing of Lessons Learned from the site and from other workplaces. The TOP Representative will share at least four (4) Lessons Learned annually with all employees. These classes must be at least two (2) hours in length so as to provide adequate learning through worker participation in the class. The TMC Lessons Learned catalog of materials is available to the site for these

programs or site-specific materials may be utilized. Union participants will be made whole for their time spent in the training program. Sign-in sheets and evaluations will be sent to the TMC as soon as possible following each training session. Failure to provide this educational benefit to all workers and supply the required documentation will be considered a violation of the intent of this Agreement.

- c. **TOP Rep Skills Training** — The parties acknowledge the need for periodic reinvestment in the skills of the TOP Representatives through additional training. The USW TOP Representative and Alternate will attend annual training. In most cases this will be done as part of the USW's Annual Health, Safety and Environment Conference, regional HS&E conferences or every few years at one of the existing TOP sites. The Employer agrees to cover reasonable travel expenses, conference registration for this training, meals, regular wages, hotel, and transportation cost.
3. **Leadership Training** — The TMC will provide training for upper management and local union leadership at the site. This training is designed to give a better understanding of TOP and its approach to health and safety to site leadership who will not be directly involved in the program. The TOP Leadership Team and their management counterparts will also participate in the training. The training will take place as soon as feasible after execution of this Agreement and following completion of the TOP Leadership Team Training. This training will be held at the site or a local location to be determined and coordinated by the site. The training will be conducted by staff or trainers designated by the USW and TMC. The training will include a one-day session for the union, followed by a one to two day joint session. The length will be determined by the TMC in accord with the site assessment. Union participants will be made whole by the employer for the time spent in the training program.
 4. **TOP Investigators Training** — TOP Investigator Training is joint training held at the site or a local location to be determined and coordinated by the site. The training is conducted by trained site worker/trainers. The training will be conducted as quickly as feasible following the completion of the worker-trainer training program. Union participants and trainers will be made whole by the employer for the time spent in the training program. Union investigators will be made whole for their time spent performing investigations following completion of this training.
 - a. **TOP Investigator Refresher Training** — This is joint training held at the site or a local location to be determined and coordinated by the site. The training is conducted by trained site worker/trainers. Union participants will be made whole by the employer for the time spent in the training program.

5. **Initial Worker Training** — this is joint training held at the site or a local location to be determined and coordinated by the site. This training is eight (8) hours in length for each employee at the site and is conducted as quickly as feasible and will be completed within the first nine months of the TOP Program implementation. Union participants will be made whole by the employer for the time spent in the training program. Trainers will be made whole for their time spent presenting the training and for any agreed to preparation time.
 - a. **Worker Refresher Training** — This is a joint training held at the site or a local location to be determined and coordinated by the site. This training is four (4) to eight (8) hours in length for each employee at the site and is held annually. The training is conducted by trained site worker/trainers. The training will be conducted annually following the initial training. Union participants will be made whole by the employer for the time spent in the training program.
6. **Evaluation** — the site will conduct an annual self-assessment survey for the TOP Program. The assessment instrument will be provided by the TMC. The TMC will also conduct an annual site visit to assess the TOP Program implementation. Sites not achieving the TOP Program goals will receive additional assistance from the USW Health, Safety and Environment Department and the TMC to improve the implementation. If necessary, the TMC reserves the right to remove a site from the TOP Program as a result of the evaluation process. In this extreme circumstance, any outstanding invoices to the site for work already performed remain the responsibility of the Employer to pay.
7. **Documentation** — Investigation reports, logic tree diagrams and Lessons Learned documents will be shared with the TMC as requested by the TMC in accordance with this Agreement. Additional Lessons Learned writing training and workshops are available periodically through the SCEO.

Section 6 – Roll-Out

A TMC staff or designee will travel to the site to assist with a roll-out program to promote the training to the site workers and management, coordinate any logistics with management and the local union or USW district staff and assist with initial investigator training. This will take place as soon as possible following the requisite offsite training.

Section 7 – TOP Index

The site agrees to adhere to the tracking of the TOP Index pursuant to the current and updated TOP Program guides. The TOP Representative will be responsible for monthly data reporting to the USW/TMC and for inputting near miss and incident reporting into Chevron database.

Section 8 – Costs

The SCEO will bill the employer as soon as possible following the execution of this agreement an amount equal to \$180 per site employee in the first year of the program.

The first year cost is based on 402 employees at the facility, and totals \$72,360. For the second and third years of the contract, the annual cost will be based on \$40 per site employee. The site will be billed in one annual invoice, but may request to pay the SCEO in quarterly payments. The SCEO will approve this on a case-by-case basis. In the second and third years, the SCEO will bill the employer as an amount equal to \$40 per site employee for the one year renewal agreement. The site will be billed in one annual invoice, but may request to pay the SCEO in quarterly payments. The SCEO will approve this on a case by case basis.

Section 9 – Other

1. **Proprietary Information** — Prior to its release to the TMC, Chevron may review any report issued by a TOP Investigation team to ensure that confidential, privileged trade secret and/or proprietary information is redacted from the report. Such information will only include that which confers a competitive advantage or reveals personal medical details, and may not include information concerning the existence of a hazard or recommended corrective measures.
2. **Near-Miss Reporting Program** — The Parties recognize that open and honest discussion is essential in the TOP Program implementation. It is recognized that the use of discipline may likely inhibit learning and the free and open discussion relative to these topics. Therefore, the TOP Representative and designated management representative agree that no discipline will result from the reporting of or involvement in a near miss as a result of the TOP process.
3. **Other Health and Safety Programs** — The parties also recognize that TOP is only one element of a comprehensive health, safety and environmental program. It is important to use additional techniques and approaches to improve health, safety and environmental performance. The parties will work together to identify and implement programs, in addition to TOP, that can be used to identify, eliminate, reduce or prevent hazards and hazardous workplace conditions.
4. **Employer Responsibility** — The parties agree that the employer retains the exclusive legal responsibility for maintaining a safe and healthful workplace.

TOP Memorandum of Agreement

Agreed to and accepted on:



Tim Potter
Americas Regional Manager
Chevron Oak Point Plant

Date: 8/8/14



Lakita Robinson
Human Resources Manager
Chevron Oak Point Plant

Date: 8-8-14



John Gros
President USW Local 13-447

Date: 8/8/14

Stan Johnson
International Secretary-Treasurer, USW
(On behalf of the USW and Steelworkers
Charitable and Educational Organization)

Date: _____

James Frederick
Assistant Director of Health, Safety and
Environment, USW (on behalf of the TMC)

Date: _____

Approved, on behalf of the USW International
Union, by:

Gary Beevers
USW International Vice-President

Date: _____

Ruben Garza
USW District 13 Director

Date: _____