

AGREEMENT

Between

THE LUBRIZOL CORPORATION

CLIFTON, NJ FACILITY

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And

TEAMSTERS LOCAL UNION NO. 560

Affiliated with the International Brotherhood of Teamsters

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JUNE 01, 2019 THROUGH MAY 31, 2022

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APPENDIX "A" Lubrizol Bereavement Policy

AGREEMENT dated as of May 31, 2019, by and between THE LUBRIZOL CORPORATION, CLIFTON, NJ FACILITY. (hereinafter called the “Company”) and LOCAL UNION NO. 560, TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA (hereinafter called the “Union”).

ARTICLE I

BARGAINING UNIT

For the purposes of this Agreement, the bargaining unit shall consist of all hourly paid employees classified as Leadmen, Operators, and Helpers, and shall specifically exclude executives, supervisory employees, sales employees, office clerical employees, laboratory employees and maintenance supervisors and mechanics, employed in the Plant of the Company located in Clifton, New Jersey. Where the term “employees” is used in this Agreement, it shall be deemed to apply only to the employees included in the above-described bargaining unit.

ARTICLE II

UNION MEMBERSHIP AND CHECK-OFF

1. There shall be no discrimination, intimidation, coercion or interference in any manner by either the Company or the Union with, or with respect to, any employee because of his membership in the Union.

2. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing, and those who are not members on the effective or execution date of this Agreement, shall, forty (40) workdays following the effective or execution date of this Agreement, whichever is later, become

and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall, on the fortieth (40th) workday following the beginning of such employment, become and remain members in good standing of the Union.

3. On the basis of signed authorizations heretofore received or upon the receipt of signed authorizations therefore in the future in form satisfactory to the Company and its counsel, the Company will deduct for the Union monthly dues and initiation fees from the first pay each month due employees who have signed such authorizations; provided that, upon the request of the Company in any instance, satisfactory evidence will be furnished to the Company by the Union that such dues or initiation fees have been duly authorized by the Union. The sums so deducted shall be forwarded by the Company to the Union's financial secretary, accompanied by an itemized statement, not later than the twelfth (12th) day of the month in which such deductions are made. The Union will indemnify the Company and save it harmless from and against any claims, actions or suits that may be brought against the Company by employees by reason of any such deductions and will reimburse the Company for any expenses incurred by it as a result of any such claims, actions or suits.

ARTICLE III
MANAGEMENT

1. It is recognized that the management of the Plant and the direction of the Company's personnel, including the rights to hire, to make transfers, and to discharge, suspend, or discipline for proper cause, are the exclusive rights of the Company.

2. All employees must be available to perform job duties where needed by the direction of the Company. Failure to do so will be regarded as a voluntary resignation, and wages will stop at the time of refusal to perform such job.

3. The Company shall, in its sole discretion, determine all matters pertaining to the products to be manufactured, the location of plants, schedules of production, assignments of work, including overtime, assignment of jobs, methods, processes, procedures, means and materials (including subcontracting or contracting out of work) to be used. Subcontracting of bargaining unit work will not be permitted if it results in the laying-off of members of the bargaining unit. The Company shall have the exclusive right to formulate and promulgate work rules.

4. Supervisory personnel shall be restricted from performing the work that is recognized as the work of the employees covered by this Agreement, except for the purposes of instruction, experimental work, and in case of emergency over which the Company has no control or if employees do not perform their assignments.

ARTICLE IV

HOURS OF EMPLOYMENT AND COMPENSATION

1. The normal workweek shall consist of forty (40) hours and the normal workday shall consist of eight (8) hours. If an employee reports to work late, i.e., after the start time of his shift, he will be paid for only the hours worked, but subject to the Company's approval, such employee may be permitted to continue working in order to complete eight (8) hours of work that day.

Work time shall be scheduled as follows:

- a. All employees - Day Shift 7:30 A.M. - 4:00 P.M.
- b. Regular Workday - Night Shifts
 - 2nd Shift - All employees 3:30 P.M. - 12:00 A.M.
 - 3rd Shift - All employees 11:30 P.M. - 8:00 A.M.
- c. The meal period shall be a maximum of thirty (30) minutes, and it is to be staggered by employees so that no interruption of production will result. The staggering of the lunch period is further intended to expedite the shipment and/or receipt of materials. No employee will permit a detention of carriers delivering materials or otherwise cause an excessive unloading detention charge.
- d. Employees will not leave the work area until they are properly relieved.
- e. The 8 hours of regular shift pay includes 15 minutes for donning/doffing of uniform.

2. Time worked in excess of eight (8) hours in any one workday shall be paid for at a rate one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime is figured in

fifteen (15) minute increments. Work performed on the sixth (6th) and seventh (7th) days shall be paid at a rate equivalent to a full day's pay, including premium pay: e.g. sixth (6th) day must guarantee **two (2) hours overtime for general facility check** at time and a half; seventh (7th) day - **two (2) hours overtime for general facility check** at double time. This applies whether the days have been consecutive or not or whether the forty (40) hour week has been satisfied. The Company will provide reasonable notice of overtime.

3. Any employee called to work, or any employee who reports for work at his regularly established starting time, shall receive four (4) hours of work or four (4) hours of straight time pay for the workday. No such payment shall be required (a) in any case where the Company has notified the employee in advance not to report to work, or (b) in any case where work is not available because of fire, explosion, flood or other similar catastrophe or emergency, or labor dispute or (c) because of any other condition beyond the control of the Company.

4. All employees are to be paid bi-weekly.

5. When an employee is called for jury duty on any State or Federal jury, the Company shall pay eight (8) hours' straight time for appearance as a juror for a maximum of five (5) work days in any contract year. The employee must provide proof of attendance during the days for which pay is claimed and must return to work on any day he [she] is released from jury service.

ARTICLE V

HOLIDAYS

1. There shall be a total of twelve (12) holidays.

a. Scheduled Holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July Fourth	Floater
Labor Day	Employee's Birthday (Floater)

2. Employees not required to work on a Scheduled Holiday shall be paid at their regular straight time hourly rate, exclusive of overtime premium, provided they meet all the following eligibility rules:

- a. The employee is not on layoff or on leave of absence on the date of the holiday;
and
- b. The employee has worked the last full scheduled workday before the holiday and the first full scheduled workday after the holiday unless the employee is absent because of disabling personal illness, injury or other circumstances beyond his control, where the illness, injury, or other circumstances can be proved to the Company's satisfaction and the employee has worked at least the tenth (10th) workday before the holiday.

3. Employees who are normally scheduled to work on a Scheduled Holiday but who are excused from work and receive eight (8) hours' holiday pay therefore shall have those eight (8) hours counted as time worked for computation of overtime on the basis of forty (40) hours in the workweek.

4. Employees who work on a Scheduled Holiday shall be paid at the rate of time and one-half for work on such Holiday.

5. An employee who is required to work on a Scheduled Holiday and does not report to work forfeits any compensation therefore unless the failure to report is excused by the Company.

6. When a Scheduled Holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a Scheduled Holiday falls on a Sunday, it shall be celebrated on the succeeding Monday.

ARTICLE VI

VACATIONS

1. Vacation benefits for employees with more than one year of continuous service will vest on December 31 of the year prior to the year the vacation can be taken.

2. Provisions regarding vacations shall be governed by Seniority (as that term is defined at Article XI, Section 1, herein) as follows:

a. Less than one year of continuous service

Employees hired between January 1st and September 30th are eligible for prorated vacation.

Employees hired between October 1st and December 31st will be eligible for vacation in January of the following year.

Vacation eligibility will be based on 10 vacation days in the year of hire, prorated using the following formula:

The number of days defined by the offer letter divided by 12 months, times the number of months remaining in the calendar year of hire equals the number of days entitled to in the calendar year of hire rounded up from .5

Example:

• Hire Date: March 1-March 31

• Vacation eligibility during hire year: 10 days defined by the offer letter divided by 12 months, times 10 months of first year service = 8 days

b. One year but less than 5 years of continuous service

An employee will be entitled to 10 days of vacation with pay in the year in which one year but less than 5 years of continuous service is completed.

c. 5 years but less than 10 years of continuous service

An employee will be entitled to 15 days of vacation with pay in the year in which 5 years but less than 10 years of continuous service has been completed.

d. 10 years through 15 years of continuous service

An employee will be entitled to 20 days of vacation with pay in the year in which 10 years but less than 16 years of continuous service has been completed.

e. 15 years but less than 25 years of continuous service

An employee will be entitled to 20 days of vacation plus one additional vacation day for each additional year of service over 15, beginning with the year in which he/she will complete 16 years of continuous service, and increasing one vacation day each year up to a total of 29 days in the year in which 24 years of service has been completed.

f. 25 years or more of continuous service

An employee will be entitled to a maximum of 30 days of vacation with pay in the year in which he/she completes 25 or more years of continuous service.

3. Two (2) consecutive weeks of vacation are permitted to all eligible employees.

However, the Company has the option of permitting or denying more than two (2) consecutive weeks of vacation to any eligible employee.

4. An employee on leave of absence is not considered actively employed unless such employee is absent due to sickness or injury.

5. The Company shall have the exclusive right to schedule vacations. However, the Company will consider employee requests for vacation preferences, considering in each case the seniority of the employee as well as the need to assure the orderly operation of the Plant.

6. An employee on vacation during a week in which a Scheduled Holiday falls shall receive eight (8) hours' pay at his straight time hourly rate in addition to his vacation allowance, provided he is otherwise eligible to receive Holiday pay under Article V, Section 2, above.

ARTICLE VII

WAGES

1. <u>Job Classification</u>	Effective	Effective	Effective	Effective
	<u>6/1/19</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/18</u>
Leader	36.50	37.50	38.53	35.52
First Grade Operator	32.01	32.89	33.79	31.15
Second Grade Operator	30.06	30.89	31.74	29.26
Sr. Warehouse Worker	29.81	30.63	31.47	29.01
Operator Trainee	25.88	26.59	27.33	25.19
Operator Helper	25.08	25.77	26.48	24.41
Warehouse Worker	27.79	28.56	29.34	27.05
Warehouse Helper	24.99	25.68	26.38	24.32
Utility Helper	19.12	19.65	20.19	18.61

2. New employees will be paid the prevailing job rate listed above.

3. Promotion to Second Grade Operator requires a training period in the classification of Operator Trainee. The program is open to Operator Helpers who pass a qualifying examination administered by the Company. The training period shall have a duration of forty (40) workdays, at the end of which the Company will give an evaluation examination, both written and oral. No part of the final evaluation examination may be waived.

If the Company determines, in its sole discretion, that the Operator Trainee has not passed the examination, the Company will then reclassify the Operator Trainee as an Operator Helper. If the Company determines that the Operator Trainee has passed the test, the employee will be reclassified as a Second Grade Operator. The Company may, in its sole discretion, reschedule the testing of any employee who has previously failed the examination, and the Company may also, in its sole discretion, accelerate the period for training of any employee.

5. There shall be premium pay in the amount of twenty-five (\$.25) cents for all employees regularly assigned to the second or third shift. If an employee is assigned to the night shift, he is entitled to premium pay; if moved from the night shift to the day shift, he will receive no premium pay. When an employee works his regularly assigned eight-hour shift and then works overtime into another shift, he is paid regular overtime. If an additional shift is created, the employee assigned to such shift is entitled to a premium, provided it is a night shift and he works four (4) or more hours. If an employee is temporarily reassigned to work in another area of the Plant or Warehouse for full shifts, he receives whichever is the higher hourly rate, and a premium for that particular job category where applicable. If a Leader is put on a shift that already has a Leader with more seniority, he drops to a First Grade Operator's rate of pay, except

in the case of overtime. In such a case when a Leader from one (1) shift works into another shift, the most senior Leader will be Leader, and the second (2) Leader will retain his rate of pay, but do the work of First Grade Operator until such overtime ends. When an employee works a week in which his hourly rate changes, this same rate of pay would apply to a sick day or holiday within that week. This does not apply to vacation pay.

6. Employees who hold a boiler license will receive \$0.50 per hour in addition to their base pay rate. During the absence of the Facilities Specialist for a minimum of four (4.0) consecutive hours, the acting senior licensed boiler operator will be paid \$1.25 per hour for responsibility of the boilers.

ARTICLE VIII

WELFARE

1. The Company agrees to make contributions on behalf of each bargaining unit employee at the monthly rates set forth below and to participate in the Teamsters Industrial Employees Welfare Fund ("TIE") pursuant to its Trust Indenture and its rules and regulations, as amended. The following contribution rates shall apply for eligible employees:

Effective June 1, 2019, \$1564.89 per month.

Effective June 1, 2020, \$1580.89 per month.

Effective June 1, 2021, \$1596.89 per month.

In the event that the employee is on medical leave the Company will continue to make monthly contributions to the "TIE" Welfare Fund up to six months after the Welfare Fund Disability Plan is exhausted.

2. In the event of a plant closure, severance benefits would be provided on an equivalent basis as non-exempt salaried employees at the Clifton facility.

ARTICLE IX

PENSION PLAN

1. The present Pension Plan as adopted shall be continued for bargaining unit employees hired prior to January 1, 2104; provided, however, that the Company shall make such modifications as may be required by applicable law to maintain the Plan as a qualified pension plan. So long as benefits are not decreased thereby, the Company shall have the right to change or substitute trustees, fund managers, and insurance carriers, investment managers, or other consultants and advisors to the Plan.

2. Effective January 1, 2014 all new (hired after 1/1/2014) bargaining unit employees will be enrolled in the same Age Weighted Defined Contribution (AWDC) Plan as are salaried employees of the Lubrizol Clifton, NJ facility hired after January 1, 2010. Any future changes to the AWDC Plan which are implemented for applicable salaried employees of the Lubrizol Clifton, NJ facility will be applicable to employees in the AWDC covered by this collective bargaining agreement.

2. The Plan shall be maintained without contribution from employees. Any and all life insurance coverage provided by the Company will be pursuant to the provisions of the Plan; there is no independent obligation on the part of the Company to provide additional life insurance. New employees will be covered by the Pension Plan in accordance with its terms. In the event of a layoff, the Company shall not continue to pay for this benefit.

ARTICLE IX

EMPLOYEE PROFIT SHARING AND SAVINGS PLAN

Clifton employees covered by this agreement are eligible to participate in the Lubrizol Corporation Employee Profit Sharing and Savings Plan. Said employees will be subject to the same terms and conditions, as are salaried employees at the Clifton facility.

ARTICLE X

GROUP LIFE INSURANCE

The Company shall provide group life insurance for all employees based on the following schedule: Hourly rate x 40 x 52 x 2. The maximum amount of insurance to be issued will be \$125,000.00. The amount of insurance will be amended as hourly rates change.

ARTICLE XI

LEAVE OF ABSENCE

1. A leave of absence of up to one (1) year shall be granted to an employee who, because of disability, temporarily shall be unable to work, provided the employee furnishes the Company with proper notice and acceptable evidence of such disability.

2. Leave of absence for any other reasonable and valid cause may be granted by the Company, in its sole discretion and consistent with applicable law. In acting upon such a request, the Company will consider reasons given for the leave and the need at the time for the employee's uninterrupted services. An employee on leave shall not engage in other employment, unless express written permission therefore has been granted by the Company.

3. Any employee who is designated by the Union to work for the Union on a full time basis shall be granted a leave of absence with no loss of seniority for the duration of such full time employment provided the employee reports back to work to the Company within ninety (90) days after his [her] employment with the Union is terminated and does not work for any other Company or Employer in the industry during such period.

4. In the event of death in an employee's immediate family, the employee shall be allowed pay for time actually lost for a maximum period of three (3) days at the employee's straight time rate **according to the Lubrizol Bereavement Policy.**

ARTICLE XII

SENIORITY

1. Seniority shall be measured by the number of years, months and days from the start of each employee's last continuous service with the Company.

2. Each new employee shall be required to work a trial period or probationary period of forty (40) workdays continuous service before he shall be entitled to the benefits of seniority.

After the forty (40) workday probationary period, total seniority shall be calculated retroactive to the date employment commenced.

3. The Company will compile and furnish to the Union a seniority list showing the seniority of each employee in the bargaining unit. The Company will add the names and seniority status of all employees to said list after they have completed their respective probationary periods.

4. Seniority shall be lost for the following reasons:

a. When an employee is discharged by the Company;

b. When an employee quits the service of the Company of his own volition;

c. When an employee is laid off for a period exceeding twelve (12) months without being recalled;

d. When an employee overstays a leave of absence without obtaining a written extension of time from the Company;

e. If an employee who has been laid off fails to return to work within seven days after a registered letter recalling the employee has been mailed to his last known address.

5. Seniority shall not be lost for the following reasons:

- a. A layoff not exceeding a period of twelve (12) months;
- b. Authorized leave of absence;
- c. Any cessation of work at the Company's plant not in excess of six (6) months which is beyond the control of the employee;
- d. Promotion to foreman with exempt status (non-union), temporary or otherwise, in which event the employee will continue to accumulate seniority up to sixty (60) days from the date of his promotion.

6. Seniority shall govern the filling of vacancies in higher-paid job classifications when skill and ability to perform the higher-paid job are essentially equal.

7. Layoffs shall be in inverse order of seniority, but subject to the Company's need for employees in any given job classification. Recall from layoff shall be based upon seniority, but subject to the Company's need for employees in any given job classification.

8. Notwithstanding the above, the employee designated by the Union as Shop Steward shall be deemed to have the most seniority, consistent with the provisions of Article XXIV, Section 4.

ARTICLE XIII

BAN ON STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no suspensions or stoppages of work or slowdowns for any reason or for any cause whatsoever and, correspondingly, there will be no lockouts for any reason or for any cause whatsoever. Any difference or dispute with respect to the meaning, application or interpretation of the terms of this Agreement that may arise between the Union and the Company, or between any employee or employees and the Company, shall be settled pursuant to the procedure outlined in Articles XV and XVI hereof.

ARTICLE XIV

DISCIPLINE

1. Employees shall be subject to disciplinary actions and notices as follows:
 - a. Immediate dismissal of employees shall occur in the event of serious production errors, accidents or mistakes affecting the business, property, customer relations or goodwill of the Company or the health or safety of employees, and any other events set forth in the Plant Rules as resulting in dismissal.
 - b. Disciplinary letters shall be issued and disciplinary action shall be taken for offenses which the Company does not believe warrant immediate dismissal, but which are deemed by the Company to be of a serious nature, such as errors, accidents, mistakes and other events affecting the business, property, customer relations or

goodwill of the Company or the health or safety of employees. Disciplinary letters shall remain on the employee's record for three (3) years from the date of issuance as long as the employee has not received additional discipline during that three year period. No such limit will apply to previous discipline involving a suspension.

- c. Warning notices shall be issued for repeated tardiness, absenteeism and other infractions of the Plant Rules. Such notices shall remain on the employee's record for eighteen (18) months from the date of issuance.

ARTICLE XV

GRIEVANCE PROCEDURE

Should any difference or dispute arise between the Union and the Company, or between any employee or employees and the Company, with respect to the meaning, application, or interpretation of the terms of this Agreement, it shall be settled pursuant to the following procedure:

First: The aggrieved employee or employees shall meet with his or their immediate supervisor, and an earnest effort shall be made to settle the grievance.

Second: If the grievance is not adjusted with the immediate supervisor, the grievance shall be submitted in writing to the Plant Manager within seven (7) days after the meeting with the immediate supervisor. Within seven (7) days after the grievance is so submitted in writing, the aggrieved employee or employees and the Shop Steward shall meet with the Plant Manager, and an earnest effort shall be made to settle the grievance.

Third: If the grievance is not settled at the meeting with the Plant **Manager**, then within ten (10) days after such meeting, the grievance shall be discussed at a meeting among the Union's Business Representative, the Shop Steward, the Plant **Manager** and any other representative of the Company as the Plant **Manager** may designate, and an earnest effort shall be made to settle the grievance.

Fourth: If the grievance is not settled at this point, the parties agree that prior to proceeding to the Fifth Step, they may consult with Mr. John Tesauro, New Jersey State Mediator, or his successor. The parties will consider, but will not be bound by, the Mediator's recommendation.

Fifth: In the event that the grievance is not settled at the aforesaid meeting, it may be submitted to arbitration by either the Union or the Company within a period of not more than thirty (30) days after said meeting, pursuant to the provisions of Article XVI.

ARTICLE XVI

ARBITRATION

1. A Grievance involving the meaning, application, or interpretation of the terms of this Agreement, which has not been settled pursuant to the grievance procedure provided for in Article XV, may be submitted to arbitration by either the Company or the Union.

2. In the selection of an arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules of the New Jersey State Board of Mediation shall control, except that:

- a. An arbitrator may be selected by the Union and the Company by mutual agreement, without using the procedure of the New Jersey State Board of Mediation, if such

selection can be made within fifteen (15) days after either party notifies the other in writing of its intention to submit a grievance to arbitration;

- b. The New Jersey State Board of Mediation shall have no authority in any matter to appoint an arbitrator who has not been approved by both the Union and the Company unless and until it has submitted to the parties at least three (3) panels of arbitrators, and the New Jersey State Board of Mediation has been unable to appoint a mutually approved arbitrator therefrom; and
- c. Either the Union or the Company, if it desires, may be represented by counsel in the arbitration proceedings.

3. The award of an arbitrator, selected in accordance with the provisions stated above, shall be final and binding upon the Union and the Company with respect to any grievance submitted; provided, however, that the arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement.

4. All the expenses of any arbitration conducted pursuant to this Article (other than the expense of witnesses and counsel) shall be borne equally by the Union and the Company.

ARTICLE XVII

SICK LEAVE

Each employee shall be entitled to seven (7) days of sick leave each contract year, which will be non-cumulative from year to year.

Following the one-year qualification period, new employees shall be entitled to only those sick days earned on a pro-rata basis from the last anniversary (hiring) date to September 30.

Every month and a half, a full day is accrued and no payment will be made for accruals of less than a full day. As of October 1, the employee shall be credited with seven (7) sick days for the next and each succeeding contract year.

An incident involving three (3) or more consecutive sick days will require a doctor's note stating the dates the individual was under the care of the treating physician.

Each employee shall receive regular straight time pay for the number of unused sick days beginning October 1 and ending September 30, which will be paid during the last week of October.

ARTICLE XVIII

BIDDING

All openings in a job classification will be posted for five (5) working days. All applicants for those jobs will be considered for the open job based upon seniority and ability to perform such job. The most senior applicant deemed qualified by the Company will be given a trial period of two (2) weeks at the end of which the Company will determine the suitability of the candidate for the job. If unsuitable, the candidate will return to his former job, and the next candidate in order of seniority according to the original bidding will then be given a similar two-week trial period, this procedure to continue either until the position is filled by a current employee or by hiring a new employee. At the Company's discretion, the trial period may be extended by one (1) two-week period.

ARTICLE XIX

REST PERIODS

1. There will be two (2) rest periods of fifteen (15) minutes for each shift at the discretion of the designated supervisor.
2. Smoking is permitted only in designated areas and only during the rest periods and meal breaks. Any employee who does not adhere to this safety requirement shall be subject to discipline, which may include discharge.

ARTICLE XX

HSES REQUIREMENTS

1. The Union and the Company recognize the potential hazards of drug and alcohol use in the workplace. In so much, the Company will **follow** the Corporate Drug and Alcohol Testing Policy for all employees at the Clifton, NJ site.
2. The Union and the Company recognize the importance of the objectives set forth in the Chemical Facility Anti-Terrorism Standards, 6 C.F.R. Part 27, as enforced by the Department of Homeland Security. In so much, the Company will implement a background check procedure for all employees who have access to restricted areas or critical assets at the site in accordance with guidance from the Department of Homeland Security.

ARTICLE XX

UNION VISITATION

Authorized representatives of the Union may visit the Plant, provided that there is prior notification to the Company and that such visitation does not disrupt normal Plant operations.

ARTICLE XXI

WORK PRACTICES

Any past practice in existence prior to the effective date of this Agreement, whether written or oral, shall have no force or effect unless it is incorporated in the terms of this Agreement or an Exhibit attached hereto. Any mutually agreed upon interpretation or amendment during the term of this Agreement shall be reduced to writing and executed by the parties.

ARTICLE XXII

BONUS

Employees represented by the bargaining unit will be included and participate in any variable pay plan offered by the company consistent with the terms and conditions of any program offered the non-managerial salary employees at the Clifton Site.

ARTICLE XXIII

BUMPING DURING LAY-OFF

1. The layoff of employees shall be based upon seniority; that is, employees with the least seniority shall be laid off first, provided that the next senior employee is capable of performing the work in the employee's classification status.

2. Should an employee in a higher classification "bump" an employee in a lower classification, his pay will be reduced to the rate of the lower classification.

ARTICLE XXIV

SHOP STEWARDS

1. The Company recognizes the right of the Union to designate a Shop Steward and Alternate from the Company's seniority list.

The authority of Shop Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

- (i) the investigation and presentation of grievances to the Company or the designated Company representatives in accordance with the provisions of the collective bargaining agreement;
- (ii) the collection of dues when authorized by appropriate Union action;
- (iii) the transmission of such messages and information which originate with, and are authorized by, the Union, or its officers, provided such messages and information:
 - (a) have been reduced to writing; or,

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

The Shop Steward and Alternate have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union. The Company recognizes these limitations upon the authority of the Shop Steward and Alternate, and shall not hold the Union liable for any unauthorized acts. The Company, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized action regarding a strike, slow down, or work stoppage in violation of this Agreement.

2. The Union has the right to remove the Shop Steward at any time, and it shall notify the Company immediately concerning such action.

3. The Shop Steward is recognized by the Company to have no right to enter into any form or type of agreement with the Company, except as authorized by the Union or the provisions of this Agreement.

4. Irrespective of his seniority, the Shop Steward shall be the last one laid off and the first one rehired, provided that he is qualified to fill the jobs that are available to him.

5. There shall be one (1) Shop Steward, designated by the Union, serving at any one time.

ARTICLE XXV

NO VIOLATION OF LAW

Nothing contained in this Agreement shall be construed so as to require the Company or Union to violate any applicable law.

ARTICLE XXVI

EXTRA CONTRACT AGREEMENTS

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement or compliance with any Article or Section has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Company for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXVIII

CONSTRUCTION

The masculine gender, where appearing herein, shall be deemed to include the feminine gender.

ARTICLE XXIX

DURATION

This Agreement shall be and remain in full force and effect for three (3) years commencing **June 1, 2019**, and terminating on **May 31, 2022**, and for a period of one (1) year thereafter, unless written notice of a desire to terminate or modify this Agreement shall be sent by either party to the other at least sixty (60) days prior to the termination date or anniversary date thereof.

TEAMSTERS LOCAL NO. 560

LUBRIZOL, INC

TRUSTEE / BA LU 560

Santia Teti

SECRETARY TREASURER / B.A.
MAY 23, 2019

Policy No.: HR-01-01
Title: Bereavement Pay
Date: August 1, 2017
Issued by: Tricia Sulzbach - Global Director, Human Resources
Approved by: Andy Panega - Corporate Vice President, Human Resources

1. PURPOSE

The purpose of this policy is to provide paid time off to employees in the event of the loss of a loved one, helping to enable them to come to terms with their loss and manage necessary affairs.

2. SCOPE

This policy applies to all regular U.S. employees of The Lubrizol Corporation and its U.S. subsidiaries not covered under a collective bargaining unit. Local policies at the plants may vary. Please see your supervisor for details.

3. ADMINISTRATION

A. Guidelines

1. When a death occurs in the immediate family of a regular employee, he/she may be excused from work for up to three working days. The employee will be paid at his/her base rate for scheduled working hours not worked. Part-time employees will be paid at their base rate for those hours scheduled during the bereavement period. If a death occurs while an employee is on vacation, bereavement time as outlined above will be granted. Vacation time will be rescheduled.
2. The term "immediate family" is defined as: parent, father-in-law, mother-in-law, spouse, domestic partner, sibling, brother-in-law and sister-in-law and their spouses, child, stepchild, stepparent, grandparent (of employees only), grandchild, son-in-law, daughter-in-law; a domestic partner's child, stepchild, grandchild, parent, stepparent, and sibling and the sibling's spouse; other adult household member; and a person who has acted in the place of a parent.
3. One day of bereavement pay will be provided for the death of an aunt, uncle, niece, nephew, first cousin of employee and the spouse's or domestic partner's grandparent.

B. Procedure

1. A department leader authorizing payment of a bereavement allowance will:
 - a. Authorize the department administrative assistant to send flowers or make an equivalent donation to any charitable organization in memory of the deceased.
 - b. Instruct employees who prepare pay time records to report such excused absences thereon.

4. RESPONSIBILITY

The Corporate Vice President and Chief HR Officer has the overall authority for the implementation of this policy. The local Human Resources site representatives have responsibility for the day-to-day administration of this policy at the facilities.

5. REVISION HISTORY

<i>Date</i>	<i>Rev. #</i>	<i>Description</i>	<i>Author</i>
8/1/2017	1	Conversion to new format. Add domestic partner and related family. Remove consecutive workday restriction on leave. Revise purpose statement.	C. Cariño