

AGREEMENT

September 30, 2015

September 30, 2019

GRACE

**Grace
Davison**

**Curtis Bay Site
Baltimore, Maryland**

and

**International Chemical Worker's
Union Council of the United Food
and Commercial Workers Union**

Local 976C

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AGREEMENT

THIS AGREEMENT, effective as of **3:00 p.m. September 30, 2015**, is entered into between W.R. Grace & Co.-Conn., GRACE Davison, Curtis Bay Site, located at 5500 Chemical Road, Baltimore, Maryland, and its successors or assignees (hereinafter referred to as the "Company"), and the International Chemical Workers Union Council of the United Food and Commercial Workers Union Local 976C (hereinafter referred to as the "Union").

THE COMPANY AND THE UNION HEREBY MUTUALLY AGREE AS FOLLOWS:

Intent and Purpose

It is the intent and purpose of the parties hereto that this Agreement shall promote sound industrial and economic relations between the Company and the Union, and insure to the fullest extent possible, the profitability of the business, and the safe, orderly, efficient operation of the plant, consistent with the conditions of employment described herein.

ARTICLE 1-RECOGNITION OF UNION

Sec. 1 - Collective Bargaining Unit.

The Company recognizes the Union as the exclusive representative of the employees at the Company's Curtis Bay Works, Baltimore, Maryland as defined in Section 2 of this Article, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Sec. 2 - Employee Defined.

Whenever used in this Agreement, the term "employee" shall mean the production, maintenance and warehouse employees at the Company's Curtis Bay Works, Baltimore, Maryland, and warehouse employees at the Company's CABOT, Maryland warehouse excluding, all office employees, office and plant clerical employees, salesmen, technical and professional employees, executives, supervisors, watchmen, guards and supervisory employees as defined in the National Labor Relations Act, as amended.

Sec. 3 - Probationary Employee Defined.

All employees newly hired or rehired after termination of their seniority as prescribed in Article 4, Section 9 shall be considered "probationary" employees until their thirtieth (30th) day of actual work, or the sixth (6th) month following the beginning of their employment, whichever is later.

Sec. 4 - Supervisor Performing Employees' Jobs.

Supervisory personnel shall not perform work on any hourly paid job for the purpose of replacing an employee. It is recognized, however, that from time to time it shall be necessary for supervisory personnel to perform work normally performed by employees under conditions such as the following; (a) instruction or training of employees; (b) work of an experimental nature; (c) periodic inspection of the operation and maintenance of machinery and equipment; and (d) protection of persons or Company property.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

Sec. 1 - Union Membership.

Membership in the Union shall be required as a condition of employment of all employees on and after their thirtieth (30th) day of actual work, or the sixth (6th) month following the beginning of their employment, whichever is later.

Sec. 2 - Payroll Deduction Authorization.

The Company shall deduct out of the current wages payable to each employee member of the Union who voluntarily consents, the Union initiation fee and regular weekly membership dues as designated in writing by the Secretary / Treasurer of the Union to be prescribed by the Constitution and By-Laws of the Union, upon receipt of a duly executed payroll deduction authorization of the employee which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. All such deductions shall be made from the weekly pay period and remitted monthly by the Company to the Secretary / Treasurer of the Union. The payroll deduction authorization list compiled by the Company and the remittance made thereunder shall be deemed to have been approved by the Union unless written notice to the contrary is given to the Company within fifteen (15) calendar days after receipt by the Union of such list and the remittance made thereunder.

Sec. 3 - Non-Payment of Dues.

Any employee required to continue membership in the Union as provided in Section 1 of this Article, to

the extent only that he fails to tender promptly the Union initiation fee and regular weekly membership dues prescribed in Section 2 of this Article, shall be discharged by the Company upon the written and notarized request of the Union.

Sec. 4 - Union to Indemnify Company.

The Union shall indemnify and save the Company harmless from any and all claims, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the Company for the purpose of complying with any of the provisions of this article. The Union assumes full responsibility for the disposition of the funds deducted under Section 2 of this Article as soon as they have been remitted by the Company to the Secretary / Treasurer of the Union.

ARTICLE 3 - MANAGEMENT FUNCTIONS

All management functions and rights which the Company has not expressly delegated or modified by this Agreement are retained and vested exclusively in the Company. The Company specifically retains the right to discipline, reprimand, suspend or discharge for proper cause, hire, retire, promote, demote, transfer, layoff, recall to work, establish, change, add, combine or discontinue job duties and responsibilities, job classifications, job groups and job qualifications, determine if an employee is qualified to perform a job assignment, determine the starting and quitting time and the number of hours to be worked, close down the Curtis Bay Works or any part thereof or curtail any operation for business reasons, control and regulate the use of machinery, equipment, and other property of the Company, make

or change rules, policies and practices including those pertaining to absence control and drug and alcohol use, not in conflict with this Agreement, introduce new or improved production methods or equipment, determine the number, location and operation of plants, the products to be manufactured, the schedules of production and the assignment of work, and otherwise generally manage the Curtis Bay Works and direct the working force, subject however to such modifications and restrictions governing the exercise of these rights and functions as are expressly provided in this Agreement.

ARTICLE 4 - SENIORITY, TRANSFER, PROMOTION, LAYOFF AND RECALL

Sec. 1 - Establishment of Seniority.

As used in this Agreement the term "Seniority" shall mean length of service, and shall be established as follows: (a) By length of service in the Job Groups enumerated in Appendix 1, attached hereto and made a part of this Agreement, and hereinafter referred to as "Job Group" seniority. (b) By length of service in the Units enumerated in Appendix 1, hereinafter referred to as "Unit" seniority. (c) By length of service in the employment of the Company at the Curtis Bay Works, and hereinafter referred to as "Company" seniority.

Sec. 2 - Seniority of Probationary Employees.

Seniority shall not accrue to a probationary employee until completion of the probationary period prescribed in Article 1, Section 3, at which time the probationary employee's seniority shall become established as of the date of employment. A probationary employee hired into a temporary job

will not accumulate Job Group or Unit Seniority to be applied to the job when it is posted as permanent.

Sec. 3 - Accrual of Seniority During Absence from Work.

Seniority shall accumulate during absences from work caused by (a) vacation, layoff, illness or accident, subject to the provisions of Section 9 of this Article; (b) activities within the provision of Article 15; and (c) active duty in the Armed Forces of the United States, provided the employee makes timely application for reinstatement upon his discharge from military service, as required by law, and is reinstated.

Sec. 4 - Seniority Rights.

In the transfer, promotion, layoff and recall to work of employees, the Company shall give due consideration to their seniority and qualifications and where their qualifications are relatively equal, first Job Group seniority, second, Unit seniority and third, Company seniority, in order of preference, shall be the governing factor, except as otherwise provided in this Article. If two or more employees of relatively equal qualifications under consideration for transfer, promotion, layoff or recall have the same Job Group, Unit and Company seniority, date of birth shall be the governing factor and the older employee shall receive the preference.

With respect to current CABOT employees who were employed by the Company as of September 1, 2000, Company, Unit and Job Group seniority shall commence as of that date, except that as between current CABOT employees, in the event qualifications are relatively equal, seniority or

service time shall date back to their original hiring dates at ELKRIDGE, Maryland warehouse, as employees of the Company.

Sec. 5 - Transfer and Promotion.

(a) Seniority and Temporary Pay Rate.

During the period an employee is temporarily transferred or promoted from his regular job classification to another job classification, he shall continue to accumulate seniority in the Job Group and Unit of his regular job classification and shall be paid in accordance with the "temporary rate" provisions of Article 6, Section 4.

(b) Transfer in Lieu of Layoff.

Whenever an employee is temporarily transferred from one Job Group to another or from one Unit to another in lieu of layoff or upon recall from layoff status, he shall retain his seniority in the Job Group and Unit from which he was laid off until the Company offers him the opportunity to return to his former Job Group or until he has worked twelve (12) calendar months in the new job. If he refuses an offer to return to his former Job Group or after twelve (12) calendar months, his temporary job classification shall become his regular job classification, he shall be considered to have terminated his seniority in his former Job Group and/or Unit, and he shall thereafter accumulate seniority in his new Job Group and/or Unit, retroactive to the date of such transfer. In the case of such a transfer in lieu of layoff or upon recall from layoff status for a period exceeding seven (7) consecutive scheduled work days, the employee may refuse such transfer and accept layoff status.

(c) Extended Transfer to New Job Group or to Salaried Position.

Whenever an employee is selected by the Company for transfer or promotion from one Job Group and/or Unit to another for a period exceeding seven consecutive scheduled work days or for promotion to a job classification excluded from the collective bargaining unit, the transfer or promotion shall be considered to be on a temporary basis for a period of six (6) calendar months of work. The Company may, with the written concurrence of the Union, request the employee to remain in the temporary status for a period of one (1) year or longer subject to a semi annual review by the Union and Management.

Group Leaders.

Union personnel working as Temporary Salaried Personnel will not be used as Company witnesses in arbitration cases of discipline of other bargaining unit personnel. Salary personnel, not Group Leaders, will be responsible for discipline. Management will instruct Group Leaders on their responsibilities and authority. Problems with an individual acting as a Group Leader that cannot be resolved in the department will be discussed by the Plant Committee.

Employees accepting permanent salary positions must decide to return to the bargaining unit within thirty (30) calendar days, during which seniority will not accrue.

If, on or before expiration of the temporary period, in the opinion of the Company, the employee has failed to fulfill the qualifications for the new job classification he shall revert to such former job classification.

If the employee, in his discretion within the first ten (10) days of training of his assignment, desires to exercise his reversion rights, he shall revert to his former job classification.

In the event an employee is laid off within the first sixty (60) working days of a successful bid, he shall have the right to revert back and not be charged with a successful bid.

If the employee reverts to his former job classification, all employees who have temporarily occupied new job classifications as a result of the transfer or promotion shall revert to their regular job classification held immediately prior to the transfer or promotion of said employee. If, however, the employee remains in the new job classification beyond the temporary period, his new job classification shall become his regular job classification, he shall be considered to have terminated his seniority in his former Job Group and/or Unit, and in the case of a transfer or promotion within the collective bargaining unit, he shall thereafter accumulate seniority in his new Job Group and Unit, retroactive to the date of such transfer or promotion.

For new jobs in a new department, the transfer shall be considered to be on a permanent basis including no bidding out for twelve (12) months, however, if disqualification is necessary, it will be enacted within the first six (6) calendar months of work. An employee coming into a new department within the first year is obligated to remain in that department until the end of the first year of operation, following which, the reversion rights set forth in this Article and Section would apply.

(d) Job Postings.

Postings will be made for permanent positions defined as positions that are expected to last (6) months or longer with one exception:

If there is a qualified employee or employees for the temporary position within the Unit where the opening exists, he will be offered the temporary position based on job group seniority. If there are no qualified employees in the unit where the temporary opening exists then it will be offered to any laid off employee with recall rights before it may be filled by a new hire. If an individual accepts a temporary job, he must stay on that job until it is terminated. The Company has established a procedure to ensure that Temporary Jobs, which are expected to extend beyond six (6) months will be posted. Plant wide postings will be posted for a period of seven (7) consecutive twenty-four (24) hour days, beginning not later than 10:00 a.m. of the first day.

There will be one posting associated with the original opening. If an employee is disqualified, processing down the posting, the next senior qualified eligible employee will be awarded the posting.

An employee will be limited to one successful bid outside of their unit within a twelve (12) month period, except in the event of a newly created job classification. Employees may bid within their unit to posted positions without being charged with a successful bid. Bidders within their assigned units do not have reversion rights.

New hires will have the right to bid for new jobs after (12) twelve months of company service; or after (6)

six months if unit 19 and 20, and the posting results in a pay increase.

If an employee is disqualified from a job classification, he shall revert back to his prior job, but shall not bid back into the same job classification outside of his unit for a (15) fifteen month period.

A successful bid is defined as one in which an employee is appointed to a job as a result of a posting. The ten (10) training days will begin to run on the day the employee is moved to the job for which he has successfully bid. If the employee is disqualified from the job by the Company, this will be considered as a successful bid and will be returned to the job previously held. A successful bidder must be immediately physically able and available to accept and perform in the job within fifteen (15) days after the posting is taken down.

Employees who are currently not able to sign a posting due to absence will be given the opportunity to sign the posting if the job is still open upon their return to work. The Job Hotline will be kept updated by the Company in order to keep employees advised of current job postings.

Qualified candidate(s) not receiving position on posting would be eligible for the job for sixty (60) days should other candidate(s) withdraw or revert. A new posting would be posted if a change in the original occurs.

All employees with five (5) years Company seniority on layoff will be eligible to bid on posted job vacancies. Article 23, Section 1, Due Notice To

Employees, will govern procedures to be followed in notifying said employees of posted job vacancies.

Job openings in the maintenance department may be posted and filled at any skill level listed in Appendix IV, as determined by the Company. If qualified employees are not available to fill the openings, the openings may be filled in any manner convenient to the Company.

Sec. 6 - Layoff and Recall to Work

a) Replacement of Junior Employee Within Same Unit.

An employee subject to layoff from his Job Group shall be offered the opportunity in lieu of layoff to replace any employee with less Unit seniority (except employees in the same Job Group from which the employee is being laid off) among all job classifications of equal pay or less in his Unit whose job the senior employee is relatively equally qualified to perform. However, when there are multiple employees assigned to the same job (multiple shifts), the employee will replace the junior employee. The shift worked will be assigned by supervision. An employee who exercises replacement rights under this subsection would accrue seniority as per Section 6(b) of this Article. "E" Operators will be subject to a layoff from their Unit based on their Job Group seniority. E Operators will continue to be allowed to bump E Operators in other Units based on their Company Seniority, but cannot bump back into their own Unit unless there are no available E Operators in other Units.

b) Replacement of Junior Employee at Curtis Bay Works.

An employee shall not be laid off for a period of

more than thirty (30) consecutive calendar days without being offered the opportunity to replace the employee with the least Company seniority among all job classifications of equal pay or less at the Curtis Bay Works and whose job the senior employee is relatively equally qualified to perform. The shift worked will be assigned by supervision.

Maintenance shall include Units 13 through 18; Production shall include Units 1 through 12.

The fourteen (14) day clause will not apply to employees laid off during normal maintenance turnaround periods. No replacement shall be allowed for new jobs in a new department which have been in existence for twelve (12) months or less.

c) Recall of Ten Year Employees.

An employee on lay off status who has accumulated Company seniority of ten (10) years or more, shall have the preference over employees with less Company seniority and relatively equal qualifications, in the selection for any new job opening or vacancy in any seniority unit at Curtis Bay Works.

d) Super-Seniority Applicable to (b) and (c) of this Section.

An employee in a laid off status will take with him seniority equal to the employee with the least seniority in the Unit to which he bumps; and accrue seniority at the rate of two to one until his Job Group and Unit seniority equals his Company seniority or the length of time the Unit has been in existence, whichever occurs first.

e) Recall of Employee During Vacation.

The seniority rights of an employee who is on vacation or elects vacation pay in lieu of layoff under the provisions of Article 13, Section 5, shall not apply to his recall to work until the expiration of his vacation period, provided, however, that in an emergency when production schedules are such that the services of an employee on vacation are required, he may be recalled by the Company with full seniority rights.

f) Displacement

Any employee who is displaced from his current job will have the opportunity to qualify in a job for which his seniority allows, among all jobs. If he fails to qualify he will be allowed to bump onto a job of equal pay or less, excluding Master Operator. If he fails to qualify for that job he will be transferred into Unit 20 if his seniority allows.

Sec. 7 - Exceptions.

The Company shall have the right, in its discretion:

- a) To transfer, layoff and recall to work probationary employees as defined in Article 1, Section 3;
- b) To temporarily transfer, or promote employees from one Job Classification to another, from one Job Group to another, and from one Unit to another, for a period of fifteen (15) consecutive scheduled work days or less.
- c) To select employees for transfer or promotion to a job classification excluded from the collective bargaining unit;
- d) To transfer, promote, demote, or layoff Mechanic Trainees during the first six (6) months of continuous work;

- e) To advance Multi-Skilled Mechanics and Field Electricians IV to III, III to II, and II to I. The Union may, however, request a meeting with the Company for the purpose of considering the advancement of an employee to the next higher job classification in these progressions whenever the employee has remained in one of these classifications for a period of more than one year, and the Company shall give due consideration to the recommendations of the Union before making its decision;
- f) PLANNERS, TRAINERS AND GROUP LEADERS. If an employee has been transferred to a Planner, Trainer or Group Leader position, he shall continue to accumulate seniority in his former Job Group and/or Unit and be exempt from the time periods set forth in Article 4 Section 6 (c).

Sec. 8- Termination of Seniority.

An employee's seniority shall be terminated and all of his rights under this Agreement forfeited for the following reasons:

- a) Discharge, voluntary quit, resignation or retirement.
- b) Absence for three (3) consecutive scheduled work days without notifying the Company's Desk Guard during the absence, in accordance with the procedure prescribed in Article 15, Section 1, of an illness or accident preventing the employee from working or other satisfactory reason for such absence, provided, however, that in the case of unavoidable circumstance, the time limitation on notification may be extended by the written consent of the Company and the Union.
- c) Failure to return to work within five (5) calendar

days after due notification of recall by the Company without the employee so recalled notifying the Company's Desk Guard during said five (5) days, in accordance with the procedure prescribed in Article 15, Section 1, of an illness or accident preventing the employee from working or other satisfactory reason for such absence, provided however, that if an employee recalled from layoff status refused to accept a job offered in a Job Group other than his own, he shall not forfeit the right to recall to his own Job Group, and provided further that in the case of unavoidable circumstances the time limitation on return to work after recall may be extended by the written consent of the Company and the Union.

- d) Time lapse of twenty-four (24) consecutive months since the employee's last day worked for the Company, unless such failure to work was caused by (1) Union office as prescribed in Article 15, Section 4; or (2) active duty in the Armed Forces of the United States. In the event of illness or accident preventing an employee from working during the preceding twelve (12) consecutive months, he shall go on layoff status until such time as he returns to work or after thirty (30) consecutive months, the employee's seniority will have considered to be terminated.
- e) Failure of an employee to report to the Company's Industrial Relations Department by letter or in person once within every three (3) month period following date of layoff, advising the Company of his availability for work, and supplying his current address and telephone number, if any.

Sec. 9 - Seniority Lists.

The Company shall compile and submit to the Union upon its request in October and April of each calendar year, a list or lists showing the Job Group, Unit and Company seniority of all employees. The personnel records of the Company's Human Resources Department shall be the basis for establishing seniority.

Sec. 10 - Layoff Defined.

"Layoff" is defined as the dismissal of an employee because of lack of work which the Company expects to continue thirty (30) calendar days or more. Any employee who has not worked for a period of thirty (30) consecutive days because of lack of work shall automatically be transferred to layoff status

Sec. 11 - Red-Lining.

If an employee is displaced from a job due to the job being upgraded to Master Operator and the employee is unable to qualify for training, or is unable to successfully complete training on the revised job after taking remedial reading and/or math courses, the employee will retain the classified rate they held prior to the displacement, except that if they bump to CABOT they will lose red-line status.

ARTICLE 5 - HOURS OF WORK

Sec. 1 - Work Day.

A "work day" is a period of twenty-four (24) consecutive hours immediately following the time when an employee's shift begins.

Sec. 2 - Regular Work Day.

A "regular" work day shall consist of eight (8) hours.

Sec. 3 - Scheduled Work Day.

A “scheduled” work day is a work day on which an employee is scheduled to work.

Sec. 4 - Work Week.

Maintenance

The “work week” shall consist of seven (7) days, beginning at 7:00 A.M. on Monday and ending at 7:00 A.M. on the following Monday.

Production

The “work week” shall consist of seven (7) days, beginning at 6:00 A.M. on Monday and ending at 6:00 A.M. on the following Monday.

Sec. 5 - Regular Work Week.

The “regular” work week shall consist of forty (40) hours.

Sec. 6 - Payroll Week.

The “Payroll” week shall coincide with the work week. Employees shall be paid by direct deposit to designated accounts at recognized banking institutions, authorized to accept electronic transfers. Each employee shall be required to execute an appropriate direct deposit authorization.

Sec. 7 - Rotating or Alternating Shifts.

A “rotating or alternating shift” is a shift in which the scheduled hours of an employee’s work day are changed according to a definite plan.

Sec. 8 - Identification of Shifts.

Maintenance

a) The “First Shift” is that commencing between 7:00 A.M. and 11:59 A.M.

- b) The "Second Shift" is that commencing between 12:00 noon and 6:59 P.M.
- c) The "Third Shift" is that commencing between 7:00 P.M. and the succeeding 6:59 A.M.

Production

- a) The "First Shift" is that commencing between 6:00 A.M. and 10:59 A.M.
- b) The "Second Shift" is that commencing between 11:00 AM and 5:59 P.M.
- c) The "Third Shift" is that commencing between 6:00 P.M. and the succeeding 5:59 A.M.

Sec. 9 - Hours Worked.

The payroll records of the Company shall be the basis for establishing the number of hours worked by each employee. Nothing in this Article shall be construed as a guarantee by the Company of hours worked per day or per week.

Sec. 10 - Reduction of Hours Worked.

In exercising its rights to reduce working hours, the Company shall consult the Union and give due consideration to the Union's recommendations before making a final decision.

ARTICLE 6 - WAGES, OVERTIME AND PREMIUM PAY

Sec. 1 - Purpose of Article.

The sole purpose of this Article is to provide a basis for the calculation and payment of all straight time, overtime and other premium wages. The amount of overtime and the employees assigned to work such overtime hours shall be established by the Company, provided, however, that no employee shall be

deprived of employment within his regular scheduled work day for the sole purpose of avoiding overtime compensation. It shall not be construed as a guarantee that there will be any overtime per day or per week. No work will be performed on an overtime basis if it can be done on a straight-time basis. The Company will make every reasonable effort to distribute overtime among the employees eligible to receive it subject to the requirements of this Agreement. The overtime and other premium pay provisions shall not in any way affect or increase the classified or basic straight time rate of pay, and the Company's pay practices and procedures established at the Curtis Bay Works under this Agreement shall govern the calculation and computation of all wages. All overtime and other premium payments provided in Section 7 of this Article are conditioned upon work in excess of or outside of specified bona fide standards or on certain special days and, except for pay for hours worked on the holidays enumerated in Article 12, may be credited toward any statutory overtime payments required by law. It is the intent of the Union and the Company that overtime and other premium wages calculated and paid as provided in this Agreement are in conformity with the Fair Labor Standards Act, the Walsh Healey Act, and any other requirements.

Sec. 2 - Probationary Employee's Rate of Pay.

The rate of pay for an employee during his probationary period shall be the probationary rate for his job classification as enumerated in Appendix IV.

Sec. 3 - Classified Rate.

"Classified Rate" of pay is defined as the straight time rate of pay for an employee's regular job classification. The classified rate of pay per hour for

each job classification shall be as provided in Appendix IV, attached hereto and made a part of this Agreement.

Sec. 4 - Temporary Rate.

“Temporary Rate” of pay is defined as the straight time rate of pay for an employee temporarily transferred or promoted from his regular job classification to another job classification. A temporarily transferred or promoted employee shall be paid as follows:

a) Transfer to Higher Paid Job.

An employee temporarily transferred or promoted to a higher paid job classification for a period of three (3) hours or more within his regular work day shall be paid for eight (8) hours work at the temporary rate, provided, however, that an employee who works less than eight (8) hours shall only receive pay for hours actually worked.

An employee working in a higher paid job classification while held for overtime work after completion of his regular work day shall be paid for all hours worked during the period of such temporary transfer or promotion at the temporary rate. All production employees (except Crane Trainees) learning the work of a higher paid job classification in Job Group B of Seniority Units 1 through 11 of Appendix I of this Agreement during a training period of not more than sixty (60) days of actual work shall be paid for all hours worked at the rate of their regular job classification or the lowest operating rate in the Unit involved as designated in Appendix I of this Agreement, whichever is higher.

b) Transfer to Lower Paid Job.

An employee temporarily transferred to a lower paid job classification shall continue to be paid at the classified rate for his regular job classification, except when such temporary transfer is made in lieu of layoff or upon recall from layoff status. However, when an employee with five (5) or more years Company seniority is transferred in lieu of layoff and goes to a lower paid Job Classification in a different unit, he shall retain his regular Classified Rate for a period not to exceed **one hundred eighty (180)** calendar days.

Sec. 5 - Prevailing Rate.

“Prevailing Rate” of pay is defined as an employee’s probationary rate, classified rate or his temporary rate, plus any shift differential.

Sec. 6 - Shift Differential.

A “Shift Differential” of thirty-five cents (\$.35) per hour shall be paid to all employees who work on the Second Shift, and fifty cents (\$.50) per hour shall be paid to all employees who work on the Third Shift, as identified in Article 5, Section 8.

Sec. 7 - Overtime and Other Premium Pay.

There shall be no duplication or pyramiding of overtime and other premium wages. If more than one of the provisions of this Section shall be applicable to any time worked by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions but he shall not be entitled to additional pay for such time under any other of such provisions, except that pay for hours actually worked on the holidays enumerated in Article 12 shall not offset pay for

hours worked in excess of forty (40) hours within a work week.

(a) Time and One-Half.

Time and one-half shall be paid for hours worked;

- (1) In excess of eight (8) continuous hours; or
- (2) In excess of forty (40) hours within a work week; or
- (3) On an employee's day of rest in the particular work week, in accordance with his prearranged schedule; or
- (4) For eight (8) hours on certain paid holidays, as provided in Article 12;

(b) Double Time.

Double Time shall be paid for hours worked:

- (1) On the seventh consecutive day within one (1) work week, provided the employee shall have performed at least six (6) hours of work on each of the six (6) preceding days, unless instructed by his supervisor to work for a period of less than six (6) hours; or
- (2) In excess of sixteen (16) continuous hours;

(c) Double Time and One-Half.

Double time and one-half shall be paid for hours worked in excess of eight (8) hours on certain paid holidays, as provided in Article 12.

Sec. 8 - Bonuses.

A bonus of twenty-five percent (25%) will be paid to an employee, at his prevailing rate, for work directly connected with the loading and discharging of self-propelled vessels going beyond the Capes, and/or vessels discharging or loading 1000 tons or more. The discharging and loading operations area

under the meaning of this section refer to the Sulfuric Acid line from ship connection to Sulfuric Acid storage, and the Silicate Line from ship connection to Silicate storage. Classification paid the ship bonus will be the Pumpman. Employees assigned from other seniority units or job groups performing work in the area defined in this section shall be paid ship bonus for a minimum of one (1) hour's time.

Nothing in the Agreement shall prevent the Company in its sole discretion from granting employees cash or other awards for achievements, ideas, suggestions, and employee involvement for participating in company sponsored activities and events.

Sec. 9 - CABOT Wages

- In accordance with the CBA, the classified rate of pay for the Working Group Leader/CABOT shall be fourteen percent (14%) above the classified rate of pay for the Warehousemen/CABOT.
- In the event a warehousemen listed in Attachment D is temporarily transferred to the position of Working Group Leader/CABOT, he shall receive one dollar (\$1.00) per hour more than his rate of pay for the duration of the transfer.
- CABOT employees shall receive a ten-cent (\$0.10) increase when they have a posted class A license.
- The employees listed in Attachment D hereto shall be exempt from the classified rates of pay herein established for so long as they remain in the positions to which they are presently assigned, subject to reversion rights under the CBA, as applicable. Their respective hourly rates of pay shall be as set forth in Attachment D.

ARTICLE 7 - REPORTING PAY

Sec. 1 - General.

An employee who reports to work as instructed by the Company or is permitted to come to work on his scheduled work day without having been duly notified by the Company that there will be no work, shall be entitled to receive a minimum of four (4) hours pay at his prevailing rate and shall be counted as a day of work, except in the case of an employee who quits, resigns or is suspended or discharged after reporting to work, or a labor dispute or other conditions beyond the control of management. If an employee who has left the Company premises is duly notified to report for work within eight (8) hours of the time he received such notification and so reports, he shall be entitled to reimbursement for travel expenses equal to one (1) hour's pay at his classified rate. Only those hours actually worked under the provisions of this Article shall be included in the computation of overtime pay.

Sec. 2 - Maintenance Mechanic.

In the event a maintenance mechanic is called in with less than two (2) hours of prior notice and reports for work, he shall be entitled to five (5) hours of pay at his prevailing rate.

Sec. 3 - Meeting Pay.

Employees who are required to attend a meeting scheduled on an off day, excluding grievance meetings, shall be entitled to receive a minimum of four (4) hours at his prevailing rate of pay except when meeting time is connected to an existing scheduled shift.

Sec. 4 - Allowed Late Reporting to Work for Day Crew.

Calling off for Day Crew. In the case of Day Maintenance Workers, the Yard Gang, Janitors, and Day Crew:

- (1) An employee who has called off no later than thirty (30) minutes after the start of the shift to report lateness will be allowed to come to work up to four (4) hours late, but will not be allowed to work if more than four (4) hours late.
- (2) An employee who fails to call off no later than thirty (30) minutes after the start of the shift to report lateness will be allowed to come to work up to three (3) hours late, but will not be allowed to work if more than three (3) hours late.

The above is provided that no coverage has been secured for their job unless the person held over wishes to leave.

ARTICLE 8 - MAINTENANCE

Sec. 1 - Senior Employees.

Unit 13 employees will not be laid off while contractors are in the yard doing work ordinarily performed by Unit 13 employees, unless there is a decrease in production that results in a partial or complete shutdown of a plant or department at the Curtis Bay Works.

Sec. 2 - Assignment of Work

It is recognized that due to the highly integrated nature of the operations, strict adherence to job classifications or job groups (herein after referred to collectively as "job group") in the assignment of work is not always possible. Work assignments will

be made within an employee's job group so long as the company determines it has necessary work available in the particular job group. Employees may, however, be assigned maintenance duties outside their job group when it results in more efficient utilization of personnel or when urgent or emergency situations require it and the duties can be done safely by the employee so assigned to said duties. Unit 13 employees will not be assigned to janitorial work under this Section. In such situations, once the assignment has been completed, the employee will be assigned his regular job duties. Maintenance employees are also expected to assist in the work of other maintenance job groups assigned to the same project. All maintenance employees, wherever assigned, may be required to operate forklift trucks. Any and all such assignments under this Section will be compensated at the employee's classified rate and will not be considered temporary transfers or promotions under this Agreement. Employees assigned for three (3) hours or more under this Section will be paid for eight (8) hours of work at the higher classified rate.

Sec. 3 - Planned and Unplanned Work

Maintenance employees wherever assigned may be required to do planned and unplanned work.

Sec. 4 - Training and Advancement.

Training programs and the employment of trainees are at the discretion of the Company. Such programs may be established, modified or terminated at any time at the sole discretion of the Company. In the event the Company elects to fill a job in the Maintenance Department with a trainee, the following requirements will apply: When an

employee bids into the Maintenance Department, he will have six months or 130 days of work, whichever is later, to qualify for fourth class ranking. After he qualifies for fourth class, he will have one year or 260 days of work, whichever is later, to qualify for third class ranking. After he qualifies for third class, he will have one year or 260 days of work, whichever is later, to qualify for second class ranking. After he qualifies for second class, he will have one year or 260 days of work, whichever is later, to qualify for first class ranking. Should an employee fail to meet the above progression, he will return to his former job classification in his former job group and/or unit. If the employee cannot return to his former job classification, he will be laid off and allowed to use his seniority rights. Progression requirements are established for each job classification in Maintenance. The training necessary for each employee's advancement may be obtained through rotation of job assignments, rotation of crew assignments, on-the-job training conducted by qualified personnel, and outside vocational courses or by any other means at the discretion of the Company.

Sec. 5 - Contracting Out Work.

Work ordinarily performed by regular employees under this agreement will not be let to an independent contractor or contractors unless such work cannot be performed as economically or as promptly within the time limits required by management by regular employees with existing equipment, skills, and facilities as by such outside contractor or contractors. Capital projects will not be considered work ordinarily performed by regular employees under this Agreement. Capital projects may be assigned to regular employees at the Company's discretion.

Laborer duties associated with the Yard Gang jobs will be contracted out.

The Company shall have the right to fill future job openings in the Janitor job with non-bargaining unit personnel.

The Company will retain the right to contract out the present maintenance work, which pertains to its CABOT, Maryland warehouse, with the exception of the wrap machine, air compressors and FCC silos and related equipment, which shall be serviced by employees of the Company unless such work cannot be performed in accordance with the requirements of Article 8, Section 5 of the CBA. This provision shall have no bearing on the Company's contracting rights at its Curtis Bay, Maryland facility.

Sec. 6 - Maintenance Leaders.

The Company will appoint one (1) leader for each Maintenance Shop. Leaders assigned to a Maintenance Shop as of October 1, 2009, will not be affected. The Company will appoint one (1) leader for the I&E Maintenance Shop. Current Instrument leaders and Electrician leaders will be red-lined.

The Reliability Technician will be required to work closely with the Reliability Engineers and somewhat independently. Therefore a leader of the Reliability Technicians will not be required, but may be implemented at the discretion of the Company.

ARTICLE 9 - OPERATIONS

Sec. 1 - General.

1(a) It is recognized that due to the highly integrated nature of the operations, strict adherence to job

classification or job group (“job classification”) in the assignment of work is not always possible. Scheduled work assignments will be made within an employee’s job classification so long as the Company determines it has necessary work available in the particular job classification. Employees may, however, be assigned duties outside their job classifications, including maintenance duties, in accordance with Section 1(b) and Section 2 of this Article, and when in the judgment of the Company it results in more efficient utilization of personnel, or when urgent or emergency situations require it. In such situations, once the exigency has been addressed, the employee will be assigned his regular job duties. Any and all such assignments under this Section will be compensated at the employee’s classified rate, and will not be considered temporary transfers or promotions under this Agreement. Employees assigned for three (3) hours or more under this Section will be paid for eight (8) hours of work at the higher classified rate.

(b) As part of his normal job responsibility, an operating employee will be expected to perform certain minor maintenance and adjustment tasks to keep the plant on stream, maintain product quality and safety. Examples include, but are not limited to:

- (1) Minor adjustments to stop small leaks.
- (2) Remove and reinstall small fittings, blanks on valves for grade changes and cleanout.
- (3) Remove manholes for cleanouts.
- (4) Install patches for temporary repairs.
- (5) Replace light bulbs not requiring scaffolding, ladders exceeding ten feet, safety harness or other mobile equipment.
- (6) Connect and disconnect tank cars.

- (7) Packaging Room "A" Machine Operators will change bearings (not motor bearings) on the Volpac machines.
- (8) Any minor maintenance or basic equipment care activity using hand held tools that can be safely performed as determined by management.

Sec. 2 - Shutdown Duties.

In the event of a shutdown, employees may be sent home or utilized to do duties outside their regular job classifications, at the Company's discretion. An employee cannot be assigned to column packing changes if any part of their job is operating.

Sec. 3 - Job Assignment Responsibility.

An employee can only be held responsible for the job duties to which he is assigned by the Company under the terms of this Agreement.

ARTICLE 10 - JOB COVERAGE AND OVERTIME WORK

Sec. 1 - Overtime Work Assignment on Production Shift Relief.

When a production employee is absent from work and overtime work beyond his regular work day is determined necessary to cover the absent employee's job, the following procedure shall be followed by the Company:

(a) Eight Hours Notice.

If the absent employee has given the Company under Article 15 procedures, eight (8) or more hours notice in advance of his starting time of his absence from work, the Company will assign such overtime work, in the following order of preference within the Job Group: 1st, to an available qualified employee who

regularly performs the same job but who is scheduled off that day; 2nd, to an available qualified employee who regularly performs the same job on the shift immediately preceding the shift on which the vacancy occurs; 3rd, to an available qualified employee who regularly performs the same job on the shift immediately following the shift on which the vacancy occurs.

(b) Less Than Eight but More than Two Hours Notice.

If the absent employee has given the Company under Article 15 procedures less than eight (8) hours but more than two (2) hours notice in advance of his starting time of his absence from work, the Company will assign such overtime work in the following order of preference within the Job Group; 1st, to an available qualified employee who regularly performs the same job on the shift immediately preceding the shift on which the vacancy occurs; 2nd, to an available qualified employee who regularly performs the same job but is scheduled off that day; 3rd, to an available qualified employee who regularly performs the same job on the shift immediately following the shift on which the vacancy occurs.

(c) Less Than Two Hours Notice.

If the absent employee has given the Company, under Article 15 procedures, less than two (2) hours notice in advance of his starting time of his absence from work, the Company will assign such overtime work in the same order of preference as stated in Subsection (b) of this Section. In any case, the employee due to be relieved will be required to hold over on the job until properly relieved. If the employee so held over requests to be relieved, the

Company will make every effort to obtain relief for him as soon as possible. If the absent employee reports for work more than two (2) hours late, the employee who replaced him shall have the choice of continuing to work or not, at his option.

(d) Notice to Employees Held Over.

Supervisors will give employees on the job as much advance notice as possible of the fact that their relief will be absent from work.

Sec. 2 - Other Overtime Work Assignment on Production Jobs.

If overtime work beyond a regular work day is determined necessary but the production job is not of the type in which one employee is specifically designated to relieve a certain other employee, such overtime work will be assigned on a low overtime basis by holding over the qualified employee or employees working the job on the immediately preceding shift and who signify their availability for such overtime work. Overtime records shall be maintained by the Company, and if an employee declines an overtime work assignment, he shall be charged for "overtime not worked" in the amount of the number of hours worked by the employee who performs the overtime assignment. An employee transferred or promoted to a new job classification, new Job Group or Shift and a newly hired employee shall be credited with the average amount of overtime work of other employees in his new job classification, new Job Group or Shift.

Sec. 3 - Overtime Work Assignment on Day Maintenance Jobs Other Than Turnarounds.

If maintenance overtime work beyond a regular work day is determined necessary, those employees

working the job in progress but uncompleted will be requested to hold over. If an employee requests to be relieved from such hold over, the Company will assign such overtime work on a low overtime basis within the same Job Group under the procedure provided in Section 2 of this Article. If such procedure fails to provide relief, the employee requesting to be relieved will be required to hold over.

In other overtime work situations, the Company will assign such overtime work to qualified employees who signify their availability on a low overtime basis within the Job Group normally performing the work under the procedure provided in Section 2 of this Article.

Sec. 4 - Duration of Overtime Work.

In no event will an employee work more than sixteen (16) continuous hours without the mutual consent of the Company and the employee. For health and safety reasons, employees will not be allowed to work beyond sixteen (16) continuous hours, except in emergencies, and will be sent home. If the employee is sent home during a previously scheduled workday, he will be paid at the rate of pay as originally scheduled for any hours not worked. Any employee who has already committed to sixteen (16) hours of work within a workday will not be eligible for any additional hours of work within that workday, unless immediate services are required by that employee.

If an employee is sent home during a previously scheduled workday, they will be paid at the rate of pay as originally scheduled for any hours not worked.

Sec. 5 - Overtime Draft.

In any case where it becomes impossible to assign any overtime work to employees after complying with the previous provisions of this Article, the Company has authority to require the immediate services of a qualified employee in order to maintain the safe and efficient operation and maintenance of the Plant or Departments, provided however, that such continued work does not endanger the employee's safety or health.

An employee who loses his means of transportation home because he was drafted by the Company shall be provided a means of transportation home by the Company.

ARTICLE 11 - TRAINING

Once an hourly employee starts to train another hourly employee, he will not be replaced by supervision. If additional training is necessary, consideration will be given upon the request of the employee. Management agrees not to use Supervisor for the purpose of avoiding overtime when training new employees.

ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY

Sec. 1 - Holidays.

For the purpose of this Agreement, the following twelve (12) days only shall be considered paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and New Year's Eve,. With respect to production employees such holidays shall be deemed to begin at 6:00 AM on the morning of the day observed as the holiday and to end at

6:00 AM on the following day. With respect to maintenance employees such holidays shall be deemed to begin at 7:00 AM on the morning of the day observed as the holiday and to end at 7:00 AM on the following day. In the event that one of these holidays fall on Sunday, it shall be observed on the following Monday, except that Christmas Day will be celebrated on it's calendar date. In addition, employees are eligible for four (4) floating holidays to conform with the holiday schedule governing salaried employees.

Sec. 2 - Holiday Pay.

Employees shall be paid for the twelve (12) holidays, enumerated in Section 1 of this Article as follows:

(a) Work Day Not Lost.

Employees who do not work on the holiday and do not lose a day of work because of the holiday shall be paid eight (8) hours at their classified rate, provided, however, that the hours shall not be considered as hours worked for the purpose of computing weekly overtime compensation.

(b) Work Day Lost.

Employees who do not work on the holiday but lose a day of work because of the holiday shall be paid eight (8) hours at their classified rate, and the hours shall be considered as eight (8) hours worked for the purpose of computing weekly overtime compensation.

(c) Work on Day Before and After Holiday.

All employees eligible for holiday pay under subsection (a) and (b) of this Article, including employees absent on the holiday because of illness or

accident, shall be required to work at least six (6) hours on their last scheduled work day before the holiday and at least six (6) hours on their first scheduled work day after the holiday, unless instructed by their supervisor to work a shorter period, in order to be entitled to receive holiday pay. Six Hour Rule. The six (6) hour rule on the last scheduled work day before a holiday and the first scheduled work day after a holiday can be waived for legitimate reasons approved by the Human Resources Department.

(d) Work on Holiday.

Employees who work on the holiday shall be paid one and one-half times their prevailing rate for all hours worked up to eight (8) hours and two and one-half times their prevailing rate for all hours worked in excess of eight (8) in addition to eight (8) hours holiday pay at their prevailing rate.

(e) Holiday During Vacation.

When the holiday occurs during the vacation period of an employee, he shall be paid for the holiday eight (8) hours straight time at his classified rate, in addition to his vacation pay.

(f) Failure to Work on Holidays.

An employee who fails to report for work on the holiday when instructed to report, or is in layoff status for a period exceeding fourteen (14) days prior to the holiday or on active duty in the Armed Forces of the United States on such holiday, shall not receive holiday pay for the unworked holiday.

(g) Extended Absences

Employees who are absent from work for up to twelve (12) months and who retain Seniority rights

under Article 4 Section 9, will be entitled to holiday pay upon return to work.

(h) Newly Hired Employees

All employees will be eligible for four (4) floating holidays.

ARTICLE 13 - VACATIONS AND VACATION PAY

Sec. 1 - Paid Vacation.

The Company shall grant employees vacation with pay under the following conditions:

(a) One Week.

An employee who worked not less than 1200 hours during the calendar year immediately preceding January 1 of the year in which vacation is taken, shall be eligible for one (1) calendar week's vacation and shall receive 40 hours pay.

(b) Two Weeks.

An employee who worked an average of not less than 1200 hours per year during the three (3) consecutive calendar years immediately preceding January 1 of the year in which vacation is taken shall be eligible for two (2) calendar week's vacation and shall receive 80 hours pay.

(c) Three Weeks.

An employee whose name was included on the Company's payroll records during the five (5) consecutive calendar years immediately preceding January 1 of the year in which such a vacation is taken shall be eligible for three (3) calendar week's vacation, and shall receive 120 hours pay.

(d) Four Weeks.

An employee whose name was included on the Company's payroll records during the ten (10) consecutive calendar years immediately preceding January 1 of the year in which such vacation is taken shall be eligible for four (4) calendar week's vacation and shall receive 160 hours pay.

(e) Five Weeks.

An employee whose name was included on the Company's payroll records during the twenty (20) consecutive calendar years immediately preceding January 1 of the year in which vacation is taken shall be eligible for five (5) calendar week's vacation and shall receive 200 hours pay.

Sec. 2 - Vacation Period.

Vacation shall only be taken in periods of one (1) or more calendar weeks, and except in the case of unusual or unavoidable circumstances, an employee's vacation week shall coincide with the work week excepting as provided in the September 25, 1972 Memorandum of Settlement. Vacation earned during one calendar year as provided in Section 1 of this Article shall be taken during the calendar year immediately thereafter. An employee will be allowed to carryover up to one (1) week of vacation into any subsequent calendar year. Each employee's vacation period shall be designated by the Company to meet the requirements of operating conditions, provided however, that the period preferable to the employee shall be selected whenever possible. Employees shall be allowed to take up to two (2) days of their accrued vacation in four (4) half (1/2) day increments. This provision does not apply to Emergency Vacation. Company

will allow employees to take up to five (5) days of their accrued vacation as "Emergency Vacation" days. Should any government body pass legislation requiring paid sick days, or some equivalent of paid time off for personal or family reasons, such days will be treated as Emergency Vacation days under this collective bargaining agreement. Prior to any such legislation taking effect, Emergency Vacation days cannot be taken on a holiday or adjacent day without documented proof of an emergency upon request.

In an emergency, when production schedules are such that the services of any employee on vacation are required, he may be recalled by the Company as provided in Article 4, Section 6 (e). An employee so recalled may elect to accept pay in lieu of the remainder of his vacation or to take the remainder of his vacation at a later date. Employees with eligibility for only one (1) week of vacation entitlement are not subject to the mandatory vacation provisions of Article 13, section 2.

When a holiday falls within a mandatory vacation period, the Company may not designate that holiday as part of the mandatory vacation period.

Sec. 3 - Rate of Pay.

The rate of pay for the vacation period shall be the employee's classified rate at the beginning of his vacation period or his classified rate four (4) weeks prior thereto, whichever is higher, provided however, that an employee whose vacation is taken during the time he is temporarily transferred or promoted from his regular job classification for a period exceeding twenty-eight (28) calendar days shall be paid for his

vacation period at this temporary rate. When a paid holiday occurs during the vacation period of an employee, he shall be paid for the holiday as provided in Article 12, Section 2(e).

Sec. 4 - Credit for Military Service, Illness or Accident.

An employee who makes timely application for reinstatement upon his discharge from active duty in the Armed Forces of the United States, as required by law, and is reinstated, or is absent from work for twelve (12) or more consecutive months due to illness or accident, shall upon his return to work, be allowed certain credit toward future vacation with pay, as determined by the Company, for the period of time of such military service, illness or accident.

Sec. 5- Pay in Lieu of Vacation.

(a) Vacation Earned in Previous Year.

At the time of the recall from vacation as prescribed in Sec. 2 of this Article, layoff, illness or accident preventing work, active duty in the Armed Forces of the United States, or termination for any reason, an employee shall be entitled to pay in lieu of vacation earned in the calendar year or years immediately preceding January 1 of the current year under the provisions of this Article.

(b) Vacation Credit Accrued in Current Year.

At the time of resignation after one (1) calendar week's prior notice to the Company, retirement or death, an employee or his beneficiary under the provisions of Article 23, Section 2, shall be entitled to pay in lieu of vacation credit accrued in the current year under the provisions of this Article, to the extent of one-twelfth (1/12) of the annual vacation for each calendar month in which such employee works 100

hours. An employee who has completed 1200 hours of work in the current year shall be entitled to his entire current year of vacation pay at the time of termination for any reason or active duty in the Armed Forces of the United States, provided, however in the case of retirees, vacation time taken in the current year will be considered hours worked for the purpose of meeting the 1,200 hour minimum.

(c) Selling of Vacation.

All employees may sell up to two (2) weeks vacation, provided that they take at least one (1) week of vacation. If a mandatory vacation shutdown is scheduled per Article 13 Section 2, the employee may offset one (1) week of mandatory scheduled vacation with the week previously sold.

Sec. 6 - CABOT employees.

With respect to CABOT employees, for vacation entitlement purposes, seniority or service time shall commence as of the employee's original date of hire at the CABOT, Maryland warehouse, as an employee of the Company.

**ARTICLE 14 - LUNCH AND OVERTIME
MEAL PAY**

Sec. 1 - Lunch Pay.

The lunch period shall be designated by the Company and shall be of thirty (30) minutes duration. For the purpose of this Article, employees shall be considered to be divided into the following two groups:

Group A-Employees engaged in work where the workload is not reduced during the lunch period.

Employees in Group A shall continue to be

responsible for maintaining production and for equipment under their jurisdiction during their lunch period, and shall not have their lunch period deducted from their pay.

Group B-Employees engaged in work where the workload is discontinued during the lunch period.

Employees in Group B shall not be paid for the lunch period, provided however, that whenever practicable, shifts shall be so assigned by the Company as to allow Group B employees to earn eight (8) hours pay per scheduled work day.

ARTICLE 15 - ABSENCE FROM WORK

Sec. 1 - Absenteeism.

It is the duty of every employee who for any reason absents himself on a scheduled work day to give notice as far as possible in advance of his starting time, but no later than one (1) hour prior to the start of his shift to the Company's Desk Guard on duty at the time, stating the reason for such absence and when he expects to report for work. Any employee who for any reason reports late on a scheduled work day is expected to give notice as far as possible in advance of his starting time but no later than thirty (30) minutes after the start of his shift to the Company's Desk Guard on duty at the time. The Desk Guard receiving such notice shall immediately advise the Management representative who directs the employee's seniority Unit of his absence and shall record the employee's statement in duplicate on the form provided by the Company. Employees, other than day maintenance, who do not state when they will return to work must contact their department for assignment prior to returning to work.

The original of the form shall be sent to the management representative who directs the employee's seniority Unit and one copy shall be sent to the Human Resources Department. Should an employee not have proper cause for failing to give such notice, he shall be subject to the penalties prescribed under the Company Rules relating to warning, reprimand, suspension and discharge of employees as posted on bulletin boards in conspicuous locations at the Curtis Bay Works. An absence for three (3) consecutive scheduled work days without notifying the Company's Desk Guard during the absence, in accordance with the procedure herein provided, of a satisfactory reason for such absence, or an unexcused failure to return to work within five (5) calendar days after due notification of recall, shall result in termination of seniority and forfeiture of all rights under this Agreement in accordance with the provision of Article 4, Section 8.

In the event that an employee's presence can be reasonably verified by the Supervisor as being on the job and the employee fails to punch in or out, he will not be charged with a time clock violation. Either management or the union reserves the right to withdraw from this agreement, in which event it would revert back to the strict adherence to time clock rules.

Sec. 2 - Death in Family.

An employee shall be entitled to leave of absence with pay at his classified rate for a maximum of three (3) regular scheduled work days in the case of death in his immediate family; namely, husband or wife, child or grandchild, parents, grandparents, step parents, parents-in-law, or brother or sister. The

leave of absence is taken provided one of the days off is taken contiguous to the day of the funeral, and providing further that the employee is prepared to offer valid proof of death upon request of the Company. Should the funeral of the deceased be held out of State, at a distance of 300 or more airline miles, a maximum of four (4) regular scheduled work days will be allowed. An employee shall be entitled to a leave of absence with pay at his classified rate for a total of one (1) regular scheduled work day per calendar year in the case of a death of an immediate brother-in-law, sister in-law or grandparents-in-law. Hours compensated by the Company during such leave of absence shall not be included in the computation of overtime pay. The employee shall continue to accumulate seniority during such leave of absence. This Section shall not be applicable to an employee who is unable to work on his scheduled work day due to illness, accident, layoff, vacation or suspension from work.

Sec. 3 - Death of Aunt or Uncle.

The death of an Aunt or Uncle, or the Aunt's or Uncle's current spouse, will result in a total of one (1) day of excused absence without pay per year, provided proper proof is provided.

Sec. 4 - Union Office.

Leave of absence without pay for the purpose of holding full time office in the Local or International Union for a period not to exceed one (1) year shall be granted to not more than three (3) employees at any one time. This leave shall be extended for additional one (1) year periods upon the written request of the Officers of the Union to the Company. Such employees shall continue to accumulate seniority during their leave of absence.

Sec. 5 - Employee Meetings with Union Representatives.

Employees may meet individually with their Union representatives and officials on the premises of the Company during working hours for the purpose of discussing matters pertaining to or arising out of this Agreement only during the periods of time and in the locations designated by the Company for this purpose, provided however, that all employees shall always receive permission from their immediate management supervisor before leaving their jobs. Employees shall not be granted permission to leave their jobs for this purpose at such times as might, in the judgment of the Company, jeopardize the safety of persons or Company property, or interrupt production.

Sec. 6 - Jury Duty.

An employee who is summoned and serves on jury duty shall not work on any day that he is required to report to the Court for such duty. Unless requested by the Company to work, no employee who reports to the Court on Monday through Friday, inclusive, shall work on any day in that work week or receive pay for more than forty (40) hours in that work week. The employee shall be compensated by the Company in the amount of the difference between his classified rate for regular scheduled work days lost and the amount received as juror's fees, provided he is prepared to offer valid proof of such jury duty and the amount received as juror's fees, upon request of the Company. Compensation by the Company for hours of work lost shall not be included in the computation of overtime pay. Pay as herein provided for jury duty shall be limited by the Company to one (1) period of such jury duty within three (3) years. The Company reserves the right to request of the

Court that an employee be excused from jury duty if the employee's services are required to the operation or maintenance of production.

Sec. 7 - Reserve or National Guard Duty.

An employee who is a member of a National Guard or Reserve Unit who is required to attend summer encampments or is called up for temporary active duty due to civil disturbance will be entitled to the difference between forty (40) hours of pay at his classified rate per week and his military pay (defined as base pay plus longevity). Compensation will be limited to two (2) calendar weeks per calendar year. Employees requesting this supplemental pay are required to present their military pay vouchers to the Human Resource Manager for approval before a claim will be paid.

ARTICLE 16 - BULLETIN BOARDS

The Company shall place at the disposal of the Union sufficient space upon bulletin boards located throughout the Curtis Bay Works for the purpose of posting its official notices of the following Union activities; meetings, elections and results of elections, appointments, recreational and social affairs, and such other matters as may be mutually agreed to by the Company and the Union. There shall be no posting or distribution of any material by the Union except as herein provided.

ARTICLE 17 - SAFETY AND HEALTH

Sec. 1 - Safe Working Conditions.

The Company shall continue to exert every reasonable effort to provide and maintain safe and

healthy working conditions and the Union shall encourage employees to work in a safe manner and cooperate with the Company in maintaining the Company's Rules, policies and practices pertaining to safety and health.

Sec. 2 - Employee Recommendations.

Every recommendation for the protection of the safety and health of employees submitted by an employee to his immediate management supervisor shall be promptly considered by the Company and appropriate actions taken whenever, in its judgment, deemed necessary. If a recommendation is rejected, the Company shall state the reason for the denial.

Sec. 3 - Protective Equipment.

The Union shall give its support and cooperation in the use of protective equipment by employees where such devices are deemed necessary by the Company in the light of conditions existing at the time in the particular work area.

ARTICLE 18 - PLANT COMMITTEE

Sec. 1 - Membership.

Upon the execution of this Agreement, there shall be established a labor-management committee, hereinafter referred to as the "Plant" Committee, consisting of six (6) members, three (3) of whom shall be appointed by the Union from among the employees and three (3) by the Company from the management of the Curtis Bay Works, two (2) of whom shall be the Plant Manager and the Human Resource Manager. In the event a member is absent from a meeting of the Plant Committee, an alternate shall be appointed to attend and perform the duties and exercise the authority of such members.

Sec. 2 - Purpose and Procedure.

The Plant Committee shall meet quarterly, unless mutually agreed otherwise for the purpose of appraising the operation and administration of this Agreement. Issues related to specific grievances shall be referred to the grievance procedure, Article 20. Sub-Committees of equal representation by the Union and the Company may be appointed to make investigations and reports on specific problems. The Plant Committee may make recommendations within the scope of its purpose to the company and the Union, and the Company and the Union shall give due consideration to all such recommendations, provided however, that such recommendations shall not be binding upon either the Company or the Union except by their consent in writing. Both sides will make every effort to provide agenda in advance.

ARTICLE 19 - REPRIMAND, SUSPENSION AND DISCHARGE

Sec. 1 - Company Rules.

Company Rules relating to warnings, reprimand, suspension and discharge of employees shall be posted on bulletin boards in conspicuous locations at the Curtis Bay Works. Copies of the rules shall be available to the Union and employees upon request. The Company shall give a copy of the rules to each new employee at the time of his employment.

Sec. 2 - Suspension and Discharge.

No employee other than a probationary employee shall be discharged without first being suspended from work. The suspended employee shall leave the premises of the Company immediately upon his suspension. The Company shall give prompt notice

of its action to the employee's shop steward or a member of the Union grievance Committee, and any dispute by the employee and/or the Union relating to the suspension shall be promptly presented to the Human Resource Manager. If the dispute cannot be adjusted informally, it may be made the subject of a grievance in accordance with the procedure established in Article 20. The suspension shall automatically become a discharge upon the seventh (7th) calendar day after its issuance unless otherwise directed by the Company.

A suspended or discharged employee may appeal the Company's action through the Grievance Procedure and request reinstatement without loss of seniority and with reimbursement for regular scheduled work days lost due to the suspension or discharge, less unemployment compensation or earnings received from any source of employment during the period of suspension or discharge. A probationary employee as defined in Article 1, Section 3 may be discharged at the discretion of the Company without appeal by the employee concerned or the Union through the Grievance Procedure or otherwise.

Sec. 3 - Disciplinary Records.

All employee disciplinary notices and letters are considered permanent Company records and will be retained indefinitely.

ARTICLE 20 - GRIEVANCE PROCEDURE

Sec. 1 - Settlement of Employee Grievances.

The Union and the Company recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this

Agreement. A grievance under this Agreement is defined as any dispute between the parties over the interpretation or application of any provision of this Agreement. To this end, the Union, the employees and the Company agree that the provisions of this Article shall provide the means of settlement of all grievances of employees and further agree that there shall be no interruption of production, lockout or other violation of any of the provisions of Article 22, Strikes and Lockouts, because of any grievance.

Sec. 2 - Employee Representatives.

The Union shall appoint not more than one (1) employee as Shop Steward on each shift for each seniority Job Group. These Shop Stewards shall be recognized by the Company as representatives of employees in the presentation and settlement of their grievances, but nothing in this Agreement shall deny any individual employee or a group of employees the right to present grievances to the Company and to have such grievances adjusted, as long as the adjustment is not inconsistent with the provisions of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.

Sec. 3 - Procedural Rules.

Any grievance shall be submitted in writing and processed in accordance with the time limits and other conditions set forth herein. The grievance shall include a grievance number, date and the name of the grievant.

(a) Non-Discharge Grievances

Step 1. Prior to the grievance being reduced to

writing, it may be adjusted informally between the aggrieved employee and the employee's supervisor.

Step 2. If the grievance is not settled at Step 1, the aggrieved employee and/or the Union's designee may appeal it by giving written notice of such appeal to the department manager with thirty (30) calendar days. If not resolved at Step 1, at a mutually convenient time within ten (10) calendar days following the receipt of the grievance, the aggrieved employee and/or the Union's designee shall meet with the department manager, or their designees, to discuss the grievance. The department's manager, or designee, shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.

Step 3. If the grievance is not settled at Step 2, the aggrieved employee and/or the Union's designee may appeal it by giving written notice of such appeal to the Site Director, within ten (10) calendar days following receipt of the Company's Step 2 answer. At a mutually convenient time, within ten (10) calendar days following receipt of the appeal by the Company, the aggrieved employee and/or the Union's leadership team or its designees, and the International Representative, if requested by the Union, shall meet with the human resource manager and the site director, or their designees, to discuss the grievance. The site director or his designee shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.

(b) Discharge Grievances

In the case of an employee who is suspended pending discharge, the following one step

procedure shall apply, if the aggrieved employee and/or the Union's designee desire to grieve the matter. A written statement of the grievance signed by the aggrieved employee and/or the Union's designee shall be submitted to the Site Director. The written grievance shall be submitted within ten (10) calendar days of the suspension pending discharge notice required by Article 19, Section 2. At a mutually convenient time within ten (10) calendar days following the submission of the grievance, the aggrieved employee and/or the Union's leadership team or its designees, and the International Representative, if requested by the Union, shall meet with the human resource manager and the site director, or their designees, to discuss the grievance. The site director, or his designee, shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.

(c) Individuals in addition to those specified in paragraphs (a) and (b) of this Section, who may aid in the disposition of the grievance, may be invited to attend a grievance meeting by mutual agreement of the Company and the Union.

Sec. 4 - Time Limitations.

Any grievance not submitted within the applicable time limitations prescribed in this Article, including a grievance pertaining to the suspension or discharge of an employee, shall not be acted upon, and the Company's decision shall be final and binding on the aggrieved employee or employees and the Union, with no right of appeal to arbitration. Unless a grievance is appealed within the applicable time limitations prescribed in this Article, such grievance

shall be deemed to have been settled with prejudice in accordance with the Company's last answer, which shall be final and binding on the aggrieved employee or employees, the Union and the Company, with no right of appeal to arbitration. If a grievance is not answered within the prescribed time limits, the Union may appeal it to the next step, if any, unless an extension has been agreed upon in writing.

Sec. 5 - Extension of Time.

Although time limitations are placed on initial presentation of grievances and also on appeals and answers under steps of the grievance procedure in order to expedite settlement of the grievances, in the case of unusual or unavoidable circumstances, compliance with any or all of these time limitations is not required if extended by the written consent of the Union and the Company.

Sec. 6 - Joint Employee Grievances.

If several employees have a common grievance which they desire to present, they may select as their representative one (1) employee from among their number and/or a Shop Steward.

ARTICLE 21 - ARBITRATION PROCEDURE

Sec. 1 - Scope of Arbitration.

Any grievance concerning the interpretation or application of any provisions of this Agreement that has been properly carried through the steps of the Grievance Procedure as set forth in Article 20 and has not been settled at the conclusion thereof may be appealed to arbitration in accordance with the provisions of this Article, by either party to this Agreement.

Sec. 2 - Appeal Procedure.

The party desiring the appeal to arbitration shall give written notice of its intention to the other party, together with a written statement of the specific provision or provisions of this Agreement at issue, the grievant's name and the grievance number. Any grievance that is not appealed as provided in this Section within thirty (30) calendar days after the Company's answer given at the final step of the said Grievance Procedure shall be considered settled in accordance with such answer, which shall be final and binding on the aggrieved employee or employees, the Union and the Company, with no right of appeal to arbitration.

Sec. 3 - Selection of Arbitrator.

If within twenty-one (21) calendar days after the grievance has been appealed to arbitration in accordance with Section 2 of this Article, the parties are unable to settle the grievance, either party may send a written request to the Federal Mediation and Conciliation Service ("FMCS") to furnish a panel of not less than seven (7) qualified, impartial arbitrators, one of whom may be selected to act as arbitrator of the grievance, in accordance with the selection procedures described herein. The written request to the FMCS shall describe the nature of the grievance, the name of the grievant, and the grievance number. Either party shall have the right to reject one panel in toto, and request another in like manner from the FMCS, provided no panel has been struck prior to any such request. Selection shall be made, beginning with the party appealing the grievance to arbitration, by the parties alternately striking any name from the accepted panel until only one name remains. The final name remaining shall be the arbitrator of the grievance.

Sec. 4 - Arbitrator's Decision.

The jurisdiction of the arbitrator of the grievance and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision or provisions of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances representing solely an arbitrable issue under this Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement, to establish or alter any wage rate or wage structure, or to interpret any federal, state or municipal law when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. He shall not hear or decide more than one grievance without the written mutual consent of the Company and the Union. The arbitrator shall afford to the Union and the Company a reasonable opportunity to present evidence and to be heard in support of their respective positions. Witnesses may be sworn at the request of either party. The decision in writing of the arbitrator on any issue properly before him in accordance with the provisions of this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Company.

Sec. 5 - Arbitration Expenses.

The Union and the Company shall each bear its own costs in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him.

ARTICLE 22 - STRIKES AND LOCKOUTS

For the duration of this Agreement, the Union shall not authorize, cause, aid, ratify, or condone, nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of production at the Curtis Bay Works.

There shall be no liability on the part of the Union for any such interruption of production not authorized, caused, aided, ratified or condoned by the Union, provided the Union shall declare publicly and to its members individually that such interruption of production is unauthorized by the Union and shall further make every effort to end such interruption of production. For the duration of this Agreement, there shall be no lockout of employees by the Company.

ARTICLE 23 - GENERAL PROVISIONS

Sec.1 - Due Notice to Employees.

Company notification to an employee shall be deemed due and sufficient for the purpose of this Agreement if the notification is made personally by telephone or by registered or certified mail, delivered to the employee's last known address as shown on his personnel record maintained by the Industrial Relations Department. It shall be the responsibility of each employee to keep the Industrial Relations Department informed of his current address and telephone number, if any. For the purpose of computing any notification period, the day the notice is sent shall not be included.

Sec. 2 - Payment After Death.

Any and all moneys due and owing under any of the provisions of this Agreement from the Company to

an employee at the time of his death shall be paid to such person or persons as the Company determines may be legally entitled to receive same.

Sec. 3 - Education.

The Grace Educational Assistance Program ("GEAP") shall be made available to employees as said GEAP may be modified or amended from time to time at the Company's sole discretion, for as long as it makes the GEAP available to salaried employees of W. R. Grace & Co., who are not covered by this Agreement, and on the same terms and conditions as it makes the GEAP available to such salaried employees.

The Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend, or modify the GEAP, and interpret and apply the GEAP terms, at any time, including during the term of this agreement, in its sole discretion.

The Union hereby waives all rights or claims of right to bargain collectively or to arbitrate with respect to the GEAP or any similar, supplementary or substitute plan, or with respect to the application, interpretation, amendment or termination of said GEAP, and further agrees that it will not attempt to require the Company to bargain or arbitrate over such matters.

Courses required by the Maintenance Training will be unaffected by the GEAP.

Sec. 4 - Savings and Investment Plan.

Effective January 1, 1993, employees will be eligible

to participate in the W.R. Grace & Co. Savings and Investment Plan for Hourly Employees.

Sec. 5 - Shoe Allowance.

An annual safety shoe allowance up to a maximum of \$150.00 will be made available to each employee through a vendor designated by the company, for the purchase of up to two (2) pairs of safety shoes as needed.

Sec. 6 - Medical Plan

Effective January 1, 2010, employees shall have the right to participate in the same Grace Contributory Medical Plan as salaried employees of W. R. Grace & Co.-Conn. (hereinafter referred to as the "GMP" or "Base Plan"), the features of which are currently described in documents entitled "Blue Cross Blue Shield - BCBS PPO, BCBS HRA". In lieu of participation in the GMP, the Company may provide employees with an opportunity to participate in Alternative Medical Plans that are made available to Curtis Bay salaried employees (hereinafter referred to collectively as the "AMP").

An employee will be required to pay a portion of the premium for the GMP or AMP in accordance with the following schedule:

- Effective October 1, 2010, the employee contribution will increase from 25% to 30% of the premium. An employee may elect once per year during the open enrollment period to participate in the GMP or AMP, provided the employee is eligible under the terms and conditions of said plans. Eligibility for participating in the AMP or for continuation of

coverage under the AMP when an otherwise covered individual is not actively working, will be covered by the requirements set forth in the GMP, contrary provisions of the AMP notwithstanding.

- An employee and any covered dependents of the employee, including the employee's spouse, will also be eligible to participate in post-retirement medical coverage, under the same terms and eligibility provisions as affect salaried employees of W. R. Grace & Co.-Conn. when they retire. The Company will continue to make the GMP, the AMP and post-retirement medical coverage available to employees covered by this Agreement, as said plans may be amended from time to time at the Company's sole discretion, for as long as it makes these same plans available to said salaried employees. The Company also reserves the right to change the carriers, administrators and providers of these plans, and the portion of the premium that retirees must pay for medical coverage.
- The Union hereby waives any right it may have to bargain or to arbitrate with respect to any medical plan coverages references herein, or with respect to the application, interpretation, amendment or termination of said plans.

Sec. 7 - Long Term Care Plan

The Long Term Care Plan (the "LTCP") is available to employees, and will continue to be made available to employees as said Plan may be modified or amended from time to time at the Company's sole discretion, for as long as the Company makes the same LTCP available to certain other hourly

employees of the Company who are not covered by this Agreement, and on the same terms and conditions as it makes the LTCP available to such other employees.

Sec. 8 - 529 Plan – General Provision

The 529 plan is available to employees, and will continue to be made available to employees as said Plan may be modified or amended from time to time at the Company's sole discretion, for as long as the Company makes the same 529 plan available to certain other employees of the Company who are not covered by this Agreement, and on the same terms and conditions as it makes the 529 plan available to such other employees.

Sec. 9 - Dental and Vision Plan

The Company will continue to make the Dental Plan and Vision Plan available to employees covered by this Agreement, and said plans may be amended from time to time at the Company's sole discretion, for as long as it makes these same plans available to said salaried employees including with the same employee premiums. The Company also reserves the right to change the carriers, administrators and providers of these plans.

The Union hereby waives any right it may have to bargain or to arbitrate with respect to any plan coverage references herein, or with respect to the application, interpretation, amendment or termination of said plans.

ARTICLE 24 - NON-DISCRIMINATION

The Company and the Union each agree to comply with applicable laws prohibiting discrimination against any employee because of race, color, religion, sex, age, national origin, disability or Vietnam era veteran or any other legally protected category of employee. When the pronoun "he" is used herein, it shall refer to either the female or male employees.

ARTICLE 25 - DURATION OF AGREEMENT

Sec. 1 - Effective Period, Termination, Renewal.

This Agreement shall become effective as of 3:00 P.M. on September 30, 2015 and shall continue in full force and effect, until 3:00 P.M. on September 30, 2019 and thereafter shall automatically renew itself and continue in full force and effect from year to year, unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not less than sixty (60) days prior to September 30, 2019, or prior to September 30 of any succeeding year. Such written notice of election to terminate or modify shall specify the proposed new provisions or modifications requested by the party giving such notice and shall be sent certified – receipt required addressed, if to the Union, to International Chemical Workers' Union Council, Local No. 976C, 500 East Patapsco Avenue, Baltimore, Maryland 21225, or to such other address as the Union shall furnish to the Company in writing, and if to the Company, to W.R. Grace & Co.-Conn., Davison Chemical Division, Curtis Bay Works, Baltimore, Maryland 21226, or to such other address as the Company shall furnish to the Union in writing.

If such notice of election to terminate or modify is given, negotiations for a new amended Agreement shall begin promptly. If within thirty (30) days after giving such notice, no new or amended Agreement has been reached, the party electing to terminate or modify shall notify the Federal Mediation and Conciliation Service, and any State Agency established to mediate and conciliate disputes, of the existence of a dispute, as required by law.

Sec. 2 - Separability.

If any term or provision of this Agreement is at any time during the life of this agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement.

Sec. 3 - Finality.

This agreement for its duration constitutes the complete and total collective bargaining Agreement between the Company and the Union with respect to rate of pay, wages, hours of work and other conditions of employment, excepting only Group Insurance and Retirement Benefits as described in the Summary and Plan Descriptions for Curtis Bay Hourly Employees dated in accordance with the effective date of this agreement. This Agreement supersedes all prior agreements and understandings, oral, written, express or implied, between the Company and the Union, with respect to the subject matter hereof.

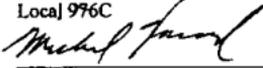
No delay or omission by the Company or the Union in exercising any right under this Agreement will

operate as a waiver of that or any other right. A waiver given by the Company or the Union on any one occasion is effective only in that instance and will not be construed as a bar to, or waiver of, any right on any other occasion.

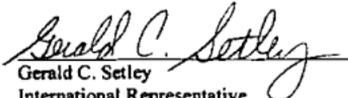
No modifications of this Agreement or waiver of any of its provisions shall be of any force or effect unless such modification or waiver is in writing, is expressly stated to be a modification or waiver of this Agreement, and is signed by the authorized representatives of the parties.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 29th day of September 2015.

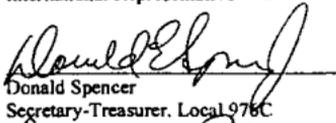
Accepted by International Chemical Workers' Union Council of the United Food and Commercial Workers Union, Local 976C



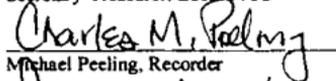
Michael Kavanagh, President
International Chemical Workers'
Union Council of the United Food
And Commercial Workers Union,
Local 976C



Gerald C. Setley
International Representative



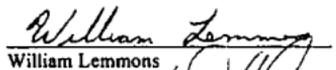
Donald Spencer
Secretary-Treasurer, Local 976C



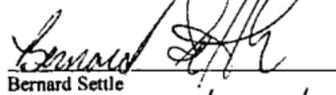
Michael Peeling, Recorder



Ryan Schappell



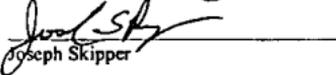
William Lemmons



Bernard Settle

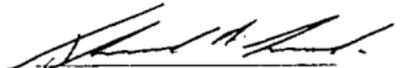


Donald Hugoniot

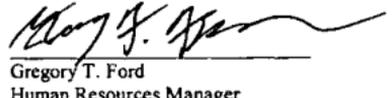


Joseph Skipper

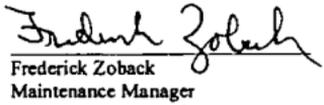
Accepted by W. R. Grace & Co.-Conn.
Grace Davison, Curtis Bay Site



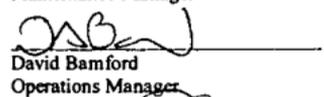
Theodore A. Lenski
Site Director, Curtis Bay
Grace Davison



Gregory T. Ford
Human Resources Manager



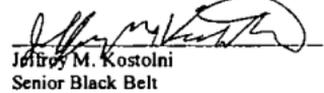
Frederick Zoback
Maintenance Manager



David Bamford
Operations Manager



Angela D'Apice
Human Resource Generalist



Jeffrey M. Kostolni
Senior Black Belt

W.R. GRACE & CO.-CONN.

Grace Davison

Curtis Bay Site

By:

Theodore A. Lenski

Site Director, Curtis Bay Site, Grace Davison

Gregory T. Ford

Human Resources Manager

Frederick Zoback

Maintenance Manager

David Bamford

Operations Manager

Angela D'Apice

Human Resources Generalist

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Senior Black Belt

**International Chemical
Workers' Union Council of the
United Food and Commercial
Workers Union,
Local No. 976C**

By:

Michael Kavanagh
President, Local No. 976C

Gerald C. Setley
Council Vice President & Regional Director

Donald Spencer
Secretary-Treasurer, Local No. 976C

Michael Peeling
Recorder

Ryan Shappell
Vice President

William Lemmons
Vice President

Bernard Settle
Vice President

Donald Hugoniot
Vice President

Joseph Skipper
Vice President

APPENDIX I
SENIORITY UNITS AND JOB GROUPS

UNIT 1 - MAGNAPORE PLANT

Job Groups: (B) Operators

**UNIT 2 - ORGANOMETALLIC CATALYST
PLANT (OMC)**

Job Groups: (B) Operators

UNIT 3 - HYDROPROCESSING PLANT

Job Groups: (B) Operators

**UNIT 4 - POLLUTION CONTROL
DEPARTMENT**

Job Group: (B) Operators

UNIT 6 - SILICA GEL PLANT PRODUCTION

Job Groups: (A) E Operators; (B) Operators;
(C) Packaging Operators

UNIT 9 - POLYOLEFIN PLANT

Job Groups: (A) E Operators; (B) Operators

UNIT 10 - FCC PLANT

Job Groups: (A) E Operators; (B) Operators

UNIT 11 - TERMINAL

Job Group: (B) Operators

UNIT 13 - MAINTENANCE DEPARTMENT

Job Groups: (A) Instrument Mechanics; (B) Multi-Skilled Mechanics; (C) Electricians; (D) Carpenters; (E) Oilers; (F) Painters; (G) Mobile Equipment Mechanic; (H) Reliability Technician; (I) Instrument and Electrical Technician

UNIT 14 - YARD & TRUCK

Job Groups: (A) E Operators; (B) Equipment Operators

UNIT 15 - UTILITIES DEPARTMENT

Job Groups: (A) Stationary Engineers (2nd Grade) and Powerhouse Operators

UNIT 16 - STORES DEPARTMENT

Job Groups: (B) Storekeepers; (C) Stores Operators

UNIT 18 - JANITORS

Job Group: (A) Janitors

UNIT 19 - CABOT Warehouse

Job Group (A) Warehouseman

UNIT 20 - Logistics

Job Group (A) Warehouseman

APPENDIX II
HOURLY EMPLOYEES SAVINGS &
INVESTMENT PLAN

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective as of 7:00 a.m. on September 25, 1990, is entered into between W.R. GRACE & CO.-CONN. Davison Chemical Division, Curtis Bay Works, Baltimore, MD, hereinafter referred to as the "Company", and LOCAL UNION NO. 976, Warehouse, Production and Maintenance employees of the International Chemical Workers' Union, ICWU, hereinafter referred to as the "Union".

Witnesseth:

The Company and the Union hereby agree on behalf of the employees represented by the said Union as follows:

1. The W.R. GRACE & CO.-CONN. "Hourly Employees Savings and Investment Plan" (hereinafter the "Plan") will be made available for voluntary participation by eligible employees (as defined by the Plan) effective January 1, 1993.
2. The terms and provisions of the Plan, as implemented January 1, 1993, will either be the current terms and provisions as set forth by the Administrative Committee or as may be revised by said Committee as of the implementation date.
3. The Union waives any right it may now have or may have in the future to require the Company to bargain collectively concerning the terms and provisions of the Plan.

4. No action taken by the Company, its agents or representatives of the Plan Administrator under or with respect to the Plan shall be a breach of this Memorandum of Understanding, and no such action shall be subject to the grievance or arbitration provisions of any collective bargaining agreement between the Parties.

APPENDIX III
Attachment D (CABOT)

<i>Name</i>	<i>Date of Hire</i>	<i>Title</i>
<i>Eric Wilder</i>	<i>7/24/1995</i>	<i>Warehouseman</i>
<i>Robert King</i>	<i>1/21/1993</i>	<i>Working Group Leader/CABOT</i>
<i>Steve Ward</i>	<i>2/1/1993</i>	<i>Working Group Leader/CABOT</i>

APPENDIX IV

Classified Rate Schedule

Classified Rate Schedule Effective October 1, 2015

Job	New Hire Probationary Rate	0-18 months of company seniority	18-36 months of company seniority	36-54 months of company seniority	Top rate after 54 months of company seniority and rate of all employees on payroll
WRP Licensed Operator	\$26.06	\$27.17	\$31.04	\$34.93	\$38.80
OMC Operator	\$26.05	\$27.16	\$31.03	\$34.92	\$38.79
Rover A and Rover B	\$24.51	\$25.62	\$29.13	\$32.64	\$36.16
Master Operator	\$22.72	\$23.82	\$27.22	\$30.62	\$34.02
Sr. Operator	\$22.40	\$23.51	\$26.86	\$30.22	\$33.58
A, Operator	\$22.10	\$23.21	\$26.53	\$29.85	\$33.16
B, Operator	\$21.90	\$23.00	\$26.29	\$29.57	\$32.86
C, Operator (General)	\$21.68	\$22.79	\$26.04	\$29.30	\$32.56
C, Operator (Packaging)	\$21.68	\$22.79	\$26.04	\$29.30	\$32.56
E, Operator	\$21.25	\$22.36	\$25.55	\$28.75	\$31.93
Electrician, N. Maint	\$23.66	\$24.76	\$28.29	\$31.84	\$35.37
Electrician, Leader	\$23.66	\$24.76	\$28.29	\$31.84	\$35.37
I&E Tech 1	\$34.52	\$35.62	\$35.62	\$35.62	\$36.06
I&E Tech 2	\$34.19	\$35.30	\$35.30	\$35.30	\$35.51
I&E Tech 3	\$29.28	\$30.39	\$30.39	\$30.39	\$30.39
I&E Tech Trainee	\$24.15	\$25.25	\$25.25	\$25.25	\$25.25
Electrician I, Field	\$33.86	\$34.97	\$34.97	\$34.97	\$34.97
Power House Operators	\$22.40	\$23.51	\$26.86	\$30.22	\$33.58
Janitor	\$16.17	\$17.28	\$19.75	\$22.22	\$24.68
Janitor Hired After 9-25-93	\$13.42	\$14.53	\$16.60	\$18.68	\$20.75
Warehouseman	\$17.90	\$19.01	\$20.91	\$22.57	\$23.75
Carpenter	\$22.94	\$24.04	\$27.47	\$30.91	\$34.34
Mechanic Leader	\$32.74	\$33.85	\$33.85	\$33.85	\$33.85
Mechanic 1/C	\$32.66	\$33.76	\$33.76	\$33.76	\$33.76
Mechanic 2/C	\$29.13	\$30.22	\$30.22	\$30.22	\$30.22
Mechanic 3/C	\$26.91	\$28.02	\$28.02	\$28.02	\$28.02
Night Mechanic, Multi Skilled	\$34.61	\$35.71	\$35.71	\$35.71	\$35.71
Mechanic Leader, Multi Skilled	\$34.26	\$35.37	\$35.37	\$35.37	\$35.37
Mechanic IA, Multi Skilled	\$34.19	\$35.30	\$35.30	\$35.30	\$35.30

Mechanic I, Multi Skilled	\$32.66	\$33.76	\$33.76	\$33.76	\$34.97
Mechanic II, Multi Skilled	\$29.83	\$30.94	\$30.94	\$30.94	\$30.94
Mechanic III, Multi Skilled	\$27.63	\$28.74	\$28.74	\$28.74	\$28.74
Mechanic IV, Multi Skilled	\$25.42	\$26.52	\$26.52	\$26.52	\$26.52
Mechanic Leader, Instrument	\$34.26	\$35.37	\$35.37	\$35.37	\$35.37
Mechanic I, Instrument	\$33.86	\$34.97	\$34.97	\$34.97	\$34.97
Mobile Equipment Mechanics	\$23.89	\$25.00	\$28.57	\$32.14	\$35.71
Reliability Technician	\$34.61	\$35.71	\$35.71	\$35.71	\$35.71
Equipment Operator (Yard Gang)	\$21.72	\$22.83	\$26.09	\$29.35	\$32.61
Stores Technician II	\$22.63	\$23.74	\$27.13	\$30.52	\$33.90
Storekeeper I/C	\$21.60	\$22.71	\$25.95	\$29.19	\$32.44
Planner	\$37.80	\$38.91	\$38.91	\$38.91	\$38.91

Mechanics include Job Groups (E) Oilers and (F) Painters

Powerhouse Operators receive a ten cent (\$.10) increase when they have a posted Second Grade Engineer's License and an additional thirty-five cents (\$.35) when they have a posted First Grade Stationary Engineer's License.

Stores Technician II receive a ten cent (\$.10) increase when they have a posted A license.

Group Leaders will be paid at fourteen (14%) percent above the highest classified rate in the job group and unit from which they were selected.

The Rotating Shift Instrument Mechanics will receive Instrument Mechanic Leader pay rate. This will not be a separate Job Group and all Instrument Mechanics presently on the rotating shift schedule will remain on the rotating shift schedule

Classified Rate Schedule Effective October 1, 2016

Job	New Hire Probationary Rate	0-18 months of company seniority	18-36 months of company seniority	36-54 months of company seniority	Top rate after 54 months of company seniority and rate of all employees on payroll
WRP Licensed Operator	\$26.72	\$27.85	\$31.82	\$35.81	\$39.77
OMC Operator	\$26.71	\$27.84	\$31.81	\$35.80	\$39.76
Rover A and Rover B	\$25.13	\$26.27	\$29.86	\$33.46	\$37.07
Master Operator	\$23.29	\$24.42	\$27.91	\$31.39	\$34.88
Sr. Operator	\$22.96	\$24.10	\$27.54	\$30.98	\$34.42
A, Operator	\$22.66	\$23.80	\$27.20	\$30.60	\$33.99
B, Operator	\$22.45	\$23.58	\$26.95	\$30.31	\$33.69
C, Operator (General)	\$22.23	\$23.36	\$26.70	\$30.04	\$33.38
C, Operator (Packaging)	\$22.23	\$23.36	\$26.70	\$30.04	\$33.38
E, Operator	\$21.79	\$22.92	\$26.19	\$29.47	\$32.73
Electrician, N. Maint	\$24.26	\$25.38	\$29.00	\$32.64	\$36.26
Electrician, Leader	\$24.26	\$25.38	\$29.00	\$32.64	\$36.26
I&E Tech 1	\$35.39	\$36.52	\$36.52	\$36.52	\$36.97
I&E Tech 2	\$35.05	\$36.19	\$36.19	\$36.19	\$36.40
I&E Tech 3	\$30.02	\$31.15	\$31.15	\$31.15	\$31.15
I&E Tech Trainee	\$24.76	\$25.89	\$25.89	\$25.89	\$25.89
Electrician I, Field	\$34.71	\$35.85	\$35.85	\$35.85	\$35.85
Power House Operators	\$22.96	\$24.10	\$27.54	\$30.98	\$34.42
Janitor	\$16.58	\$17.72	\$20.25	\$22.78	\$25.30
Janitor Hired After 9-25-93	\$13.76	\$14.90	\$17.02	\$19.15	\$21.27
Warehouseman	\$18.35	\$19.49	\$21.44	\$23.14	\$24.35
Carpenter	\$23.52	\$24.65	\$28.16	\$31.69	\$35.20
Mechanic Leader	\$33.56	\$34.70	\$34.70	\$34.70	\$34.70
Mechanic 1/C	\$33.48	\$34.61	\$34.61	\$34.61	\$34.61
Mechanic 2/C	\$29.86	\$30.98	\$30.98	\$30.98	\$30.98
Mechanic 3/C	\$27.59	\$28.73	\$28.73	\$28.73	\$28.73
Night Mechanic, Multi Skilled	\$35.48	\$36.61	\$36.61	\$36.61	\$36.61
Mechanic Leader, Multi Skilled	\$35.12	\$36.26	\$36.26	\$36.26	\$36.26
Mechanic 1A, Multi Skilled	\$35.05	\$36.19	\$36.19	\$36.19	\$36.19
Mechanic I, Multi Skilled	\$33.48	\$34.61	\$34.61	\$34.61	\$35.85

Mechanic II, Multi Skilled	\$30.58	\$31.72	\$31.72	\$31.72	\$31.72
Mechanic III, Multi Skilled	\$28.33	\$29.46	\$29.46	\$29.46	\$29.46
Mechanic IV, Multi Skilled	\$26.06	\$27.19	\$27.19	\$27.19	\$27.19
Mechanic Leader, Instrument	\$35.12	\$36.26	\$36.26	\$36.26	\$36.26
Mechanic I, Instrument	\$34.71	\$35.85	\$35.85	\$35.85	\$35.85
Mobile Equipment Mechanics	\$24.49	\$25.63	\$29.29	\$32.95	\$36.61
Reliability Technician	\$35.48	\$36.61	\$36.61	\$36.61	\$36.61
Equipment Operator (Yard Gang)	\$22.27	\$23.41	\$26.75	\$30.09	\$33.43
Stores Technician II	\$23.20	\$24.34	\$27.81	\$31.29	\$34.75
Storekeeper I/C	\$22.14	\$23.28	\$26.60	\$29.92	\$33.26
Planner	\$38.75	\$39.89	\$39.89	\$39.89	\$39.89

Mechanics include Job Groups (E) Oilers and (F) Painters

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Stores Technician II receive a ten cent (\$.10) increase when they have a posted A license.

Group Leaders will be paid at fourteen (14%) percent above the highest classified rate in the job group and unit from which they were selected.

The Rotating Shift Instrument Mechanics will receive Instrument Mechanic Leader pay rate. This will not be a separate Job Group and all Instrument Mechanics presently on the rotating shift schedule will remain on the rotating shift schedule

Classified Rate Schedule Effective October 1, 2017

Job	New Hire Probationary Rate	0-18 months of company seniority	18-36 months of company seniority	36-54 months of company seniority	Top rate after 54 months of company seniority and rate of all employees on payroll
WRP Licensed Operator	\$27.53	\$28.69	\$32.78	\$36.89	\$40.97
OMC Operator	\$27.52	\$28.68	\$32.77	\$36.88	\$40.96
Rover A and Rover B	\$25.89	\$27.06	\$30.76	\$34.47	\$38.19
Master Operator	\$23.99	\$25.16	\$28.75	\$32.34	\$35.93
Sr. Operator	\$23.65	\$24.83	\$28.37	\$31.91	\$35.46
A, Operator	\$23.34	\$24.52	\$28.02	\$31.52	\$35.01
B, Operator	\$23.13	\$24.29	\$27.76	\$31.22	\$34.71
C, Operator (General)	\$22.90	\$24.07	\$27.51	\$30.95	\$34.39
C, Operator (Packaging)	\$22.90	\$24.07	\$27.51	\$30.95	\$34.39
E, Operator	\$22.45	\$23.61	\$26.98	\$30.36	\$33.72
Electrician, N. Maint	\$24.99	\$26.15	\$29.87	\$33.62	\$37.35
Electrician, Leader	\$24.99	\$26.15	\$29.87	\$33.62	\$37.35
I&E Tech 1	\$36.46	\$37.62	\$37.62	\$37.62	\$38.08
I&E Tech 2	\$36.11	\$37.28	\$37.28	\$37.28	\$37.50
I&E Tech 3	\$30.93	\$32.09	\$32.09	\$32.09	\$32.09
I&E Tech Trainee	\$25.51	\$26.67	\$26.67	\$26.67	\$26.67
Electrician I, Field	\$35.76	\$36.93	\$36.93	\$36.93	\$36.93
Power House Operators	\$23.65	\$24.83	\$28.37	\$31.91	\$35.46
Janitor	\$17.08	\$18.26	\$20.86	\$23.47	\$26.06
Janitor Hired After 9-25-93	\$14.18	\$15.35	\$17.54	\$19.73	\$21.91
Warehouseman	\$18.91	\$20.08	\$22.09	\$23.84	\$25.09
Carpenter	\$24.23	\$25.39	\$29.01	\$32.65	\$36.26
Mechanic Leader	\$34.57	\$35.75	\$35.75	\$35.75	\$35.75
Mechanic 1/C	\$34.49	\$35.65	\$35.65	\$35.65	\$35.65
Mechanic 2/C	\$30.76	\$31.91	\$31.91	\$31.91	\$31.91
Mechanic 3/C	\$28.42	\$29.60	\$29.60	\$29.60	\$29.60
Night Mechanic, Multi Skilled	\$36.55	\$37.71	\$37.71	\$37.71	\$37.71
Mechanic Leader, Multi Skilled	\$36.18	\$37.35	\$37.35	\$37.35	\$37.35
Mechanic 1A, Multi Skilled	\$36.11	\$37.28	\$37.28	\$37.28	\$37.28
Mechanic I, Multi Skilled	\$34.49	\$35.65	\$35.65	\$35.65	\$36.93

Mechanic II, Multi Skilled	\$31.50	\$32.68	\$32.68	\$32.68	\$32.68
Mechanic III, Multi Skilled	\$29.18	\$30.35	\$30.35	\$30.35	\$30.35
Mechanic IV, Multi Skilled	\$26.85	\$28.01	\$28.01	\$28.01	\$28.01
Mechanic Leader, Instrument	\$36.18	\$37.35	\$37.35	\$37.35	\$37.35
Mechanic I, Instrument	\$35.76	\$36.93	\$36.93	\$36.93	\$36.93
Mobile Equipment Mechanics	\$25.23	\$26.40	\$30.17	\$33.94	\$37.71
Reliability Technician	\$36.55	\$37.71	\$37.71	\$37.71	\$37.71
Equipment Operator (Yard Gang)	\$22.94	\$24.12	\$27.56	\$31.00	\$34.44
Stores Technician II	\$23.90	\$25.08	\$28.65	\$32.23	\$35.80
Storekeeper I/C	\$22.81	\$23.98	\$27.40	\$30.82	\$34.26
Planner	\$39.92	\$41.09	\$41.09	\$41.09	\$41.09

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Stores Technician II receive a ten cent (\$.10) increase when they have a posted A license.

Group Leaders will be paid at fourteen (14%) percent above the highest classified rate in the job group and unit from which they were selected.

The Rotating Shift Instrument Mechanics will receive Instrument Mechanic Leader pay rate. This will not be a separate Job Group and all Instrument Mechanics presently on the rotating shift schedule will remain on the rotating shift schedule

Classified Rate Schedule Effective October 1, 2018

Job	New Hire Probationary Rate	0-18 months of company seniority	18-36 months of company seniority	36-54 months of company seniority	Top rate after 54 months of company seniority and rate of all employees on payroll
WRP Licensed Operator	\$28.36	\$29.56	\$33.77	\$38.00	\$42.20
OMC Operator	\$28.35	\$29.55	\$33.76	\$37.99	\$42.19
Rover A and Rover B	\$26.67	\$27.88	\$31.69	\$35.51	\$39.34
Master Operator	\$24.71	\$25.92	\$29.62	\$33.32	\$37.01
Sr. Operator	\$24.36	\$25.58	\$29.23	\$32.87	\$36.53
A, Operator	\$24.05	\$25.26	\$28.87	\$32.47	\$36.07
B, Operator	\$23.83	\$25.02	\$28.60	\$32.16	\$35.76
C, Operator (General)	\$23.59	\$24.80	\$28.34	\$31.88	\$35.43
C, Operator (Packaging)	\$23.59	\$24.80	\$28.34	\$31.88	\$35.43
E, Operator	\$23.13	\$24.32	\$27.79	\$31.28	\$34.74
Electrician, N. Maint	\$25.74	\$26.94	\$30.77	\$34.63	\$38.48
Electrician, Leader	\$25.74	\$26.94	\$30.77	\$34.63	\$38.48
I&E Tech 1	\$37.56	\$38.75	\$38.75	\$38.75	\$39.23
I&E Tech 2	\$37.20	\$38.40	\$38.40	\$38.40	\$38.63
I&E Tech 3	\$31.86	\$33.06	\$33.06	\$33.06	\$33.06
I&E Tech Trainee	\$26.28	\$27.48	\$27.48	\$27.48	\$27.48
Electrician I, Field	\$36.84	\$38.04	\$38.04	\$38.04	\$38.04
Power House Operators	\$24.36	\$25.58	\$29.23	\$32.87	\$36.53
Janitor	\$17.60	\$18.81	\$21.49	\$24.18	\$26.85
Janitor Hired After 9-25-93	\$14.61	\$15.82	\$18.07	\$20.33	\$22.57
Warehouseman	\$19.48	\$20.69	\$22.76	\$24.56	\$25.85
Carpenter	\$24.96	\$26.16	\$29.89	\$33.63	\$37.35
Mechanic Leader	\$35.61	\$36.83	\$36.83	\$36.83	\$36.83
Mechanic 1/C	\$35.53	\$36.72	\$36.72	\$36.72	\$36.72
Mechanic 2/C	\$31.69	\$32.87	\$32.87	\$32.87	\$32.87
Mechanic 3/C	\$29.28	\$30.49	\$30.49	\$30.49	\$30.49
Night Mechanic, Multi Skilled	\$37.65	\$38.85	\$38.85	\$38.85	\$38.85
Mechanic Leader, Multi Skilled	\$37.27	\$38.48	\$38.48	\$38.48	\$38.48
Mechanic 1A, Multi Skilled	\$37.20	\$38.40	\$38.40	\$38.40	\$38.40
Mechanic I, Multi Skilled	\$35.53	\$36.72	\$36.72	\$36.72	\$38.04

Mechanic II, Multi Skilled	\$32.45	\$33.67	\$33.67	\$33.67	\$33.67
Mechanic III, Multi Skilled	\$30.06	\$31.27	\$31.27	\$31.27	\$31.27
Mechanic IV, Multi Skilled	\$27.66	\$28.86	\$28.86	\$28.86	\$28.86
Mechanic Leader, Instrument	\$37.27	\$38.48	\$38.48	\$38.48	\$38.48
Mechanic I, Instrument	\$36.84	\$38.04	\$38.04	\$38.04	\$38.04
Mobile Equipment Mechanics	\$25.99	\$27.20	\$31.08	\$34.96	\$38.85
Reliability Technician	\$37.65	\$38.85	\$38.85	\$38.85	\$38.85
Equipment Operator (Yard Gang)	\$23.63	\$24.85	\$28.39	\$31.93	\$35.48
Stores Technician II	\$24.62	\$25.84	\$29.51	\$33.20	\$36.88
Storekeeper I/C	\$23.50	\$24.70	\$28.23	\$31.75	\$35.29
Planner	\$41.12	\$42.33	\$42.33	\$42.33	\$42.33

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Group Leaders will be paid at fourteen (14%) percent above the highest classified rate in the job group and unit from which they were selected.

The Rotating Shift Instrument Mechanics will receive Instrument Mechanic Leader pay rate. This will not be a separate Job Group and all Instrument Mechanics presently on the rotating shift schedule will remain on the rotating shift schedule

APPENDIX V

· Memorandum of Agreement – FMLA and Vacation substitution

Without otherwise waiving the Company's right to amend its FMLA Policy, effective as of January 1, 2016, the Company will substitute 100% of an employee's accrued paid vacation leave, up to a maximum of three (3) weeks, for an approved unpaid FMLA qualified leave in a calendar year with the exception of any applicable waiting period for sickness and accident coverage.

APPENDIX VI
**Memorandum of Agreement – Behavioral Based
Safety Program**

It is agreed that the Behavior Based Safety Program (BBSP / CRAB) at the Curtis Bay Plant is a site wide initiative to involve all employees at the site. It is the intention to fully engage the BBSP as a core component of the safety strategy and culture of the site. The Company agrees there will be no discipline as a result of the Behavioral Based Safety Program.

The Company agrees to have one full time facilitator. The facilitator will continue to accrue seniority in the job group and unit from which he left and will return to the same job.

Facilitator length of service will be eighteen (18) months. The Company agrees to backfill the position vacated by the facilitator.

A joint Union-Management steering committee will be established to manage the BBSP at the site.

Selection of a future facilitator will be determined by the Union members of the joint steering committee.

The current facilitator and co-facilitator will continue until October 31, 2017. If either position is vacated, one (1) facilitator position will be staffed going forward.

In 2017, and moving forward, there will be one (1) facilitator for the program.

The union agrees to be a positive supporter of the BBSP program and behavioral safety initiatives.

APPENDIX VII
Memorandum of Agreement –
Grace Davison
Curtis Bay

Last, Best & Final Company Offer
2015 Negotiations
Curtis Bay
September 25, 2015

This Memorandum of Agreement is hereby entered into by and between W. R. Grace & Co.-Conn., Grace Davison, Curtis Bay Site, located at 5500 Chemical Road, Baltimore, Maryland, 21226, and its successors or assignees (hereinafter referred to as the “Company”) and the International Chemical Workers Union Council of the United Food and Commercial Workers Union Local 976C (hereinafter referred to as the ‘Union’). The Company and Union hereby mutually agree that all of the provisions and terms of the Agreement between the Company and Union in effect as of 3:00 p.m. on September 30, 2015 shall be continued in full force and effect until 3 p.m. September 30, 2018, subject only to the following amendments and conditions to be effective, unless otherwise noted herein, as of 3 p.m. on September 30, 2015, or upon ratification whichever is later.

Wage Increase for all Job Classifications

Year 1 – 2.5% - Effective September 30, 2015 or upon ratification, whichever is later.

Year 2 – 2.5% - Effective September 30, 2016 or one (1) year after ratification, whichever is later.

Year 3 – 3.0% - Effective September 30, 2017 or two (2) years after ratification, whichever is later.

Ratification Bonus

Provided this Agreement is ratified and fully executed prior to 3:00 p.m., September 30, 2015 each active employee will receive a five-hundred dollars (\$500.00) bonus less legal deductions in the next regular payroll cycle.

Union Committee Recommendation Option

The Company will improve its contract offer to include a fourth year with a **3.0% general wage** increase and will add an **additional \$500** ratification bonus (less legal deductions) contingent on the Union bargaining committee agreeing to a tentative agreement on the Company's Last Best and Final offer and its agreement to recommend this LBFO for ratification by the Union's membership.

Life Insurance

The company paid life insurance level for active employees will be increased by five-thousand dollars (\$5,000). The maximum company paid life insurance level will be \$74,500.

Accidental Death and Dismemberment Insurance

The company paid AD&D insurance level for active employees will be increased by five-thousand dollars (\$5,000). The maximum company paid AD&D insurance level will be \$44,250.

Insurance Benefits

Terminate company paid retiree life insurance benefit of five-thousand dollars (\$5,000) effective October 1, 2015.

Pension Lump Sum

The company agrees, three months after ratification of this agreement, to make a lump sum pension benefit option available on a prospective basis for active employees. In the future, this lump sum feature would allow a lump sum payment to be made to a vested pension plan participant upon their retirement or termination from the company. Any such payment and calculation would be made in accordance with the pension plan administrator's standards for such payments.

One Time Retirement Award

Up to thirty (30) employees who retire in 2016 and up to twenty (20) employees who retire in 2017, will be eligible for a one-time award of \$10,000, less legal deductions.

To be eligible for this award, employees who plan to retire in 2016 must give notice of their intent in writing to HR prior to March 1, 2016. The thirty (30) most senior employees will be notified in writing by March 15, 2016 of their acceptance for this \$10,000 award, less legal deductions to be paid at their termination.

To be eligible for this award, employees who plan to retire in 2017 must give notice of their intent in

writing to HR prior to March 1, 2017. The twenty (20) most senior employees will be notified in writing by March 15, 2017 of their acceptance for this \$10,000 award, less legal deductions to be paid at their termination.

Retirement dates will be scheduled to meet employee and operational needs to qualify for this one time retirement award.

This one time retirement award offer is contingent on timely ratification of the labor agreement.

Article 4 – SENIORITY, TRANSFER, PROMOTION, LAYOFF AND RECALL

Page 10, Revise (d) Job Postings, fourth paragraph, to read:

“Employees will be limited to one successful bid outside of their unit within a twelve (12) month period, except in the event of a newly created job classification. Employees may bid within their unit to posted positions without being charged with a successful bid. Bidders within their assigned units do not have reversion rights.

New hires will have the right to bid for new jobs after (12) twelve months of company service; or after (6) six months if unit 19 and 20, and the posting results in a pay increase.

If an employee is disqualified from a job classification, he shall revert back to his prior job, but shall not bid back into the same job classification outside of his unit for a (15) fifteen month period.”

Article 6 – Wages, Overtime and Premium Pay

Page 22, Revised Section 6-Shift Differential, revise to read:

“A Shift Differential of thirty-five cents (\$.35) per hour shall be paid to all employees who ~~commence~~ work on the Second Shift, and fifty cents (\$.50) per hour shall be paid to all employees who ~~commence~~ work on the Third Shift, as identified in Article 5, Section 8. ~~The rate of compensation for any continuous period of work in any job classification shall be the employee’s prevailing rate for the shift in which the work commences.”~~

Article 6 – Wages, Overtime and Premium Pay

Page 23: Section 7- Overtime and Other Premium Pay

~~Eliminate (a) (4): By employees on non-rotating or non-alternating shifts as determined under Article 5, Section 7, and Maintenance employees, between 3:00 P.M. on Saturday and 7:00 A.M. on the following Monday;~~

Article 7 – Reporting Pay

Page 25, Section 3 – Meeting Pay, revise to read:

“Employees who are required to attend a meeting scheduled on an off day, excluding grievance meetings, shall be entitled to receive a minimum of four (4) hours at his prevailing rate of pay, **except when meeting time is connected to an existing scheduled shift.**”

Article 8 – Maintenance at page 29, Section 6, add the following to the end of the first sentence:

“The Company will appoint one (1) leader for the I&E Maintenance Shop. Current Instrument leaders and Electrician leaders will be red-lined.”

Article 12 – Holidays and Holiday Pay

At page 40 add the end of section 2, paragraph 1:
“Should any government body pass legislation requiring paid sick days, or some equivalent of paid time off for personal or family reasons, such days will be treated as Emergency Vacation days under this collective bargaining agreement.”

“Prior to any such legislation taking effect, Emergency Vacation days cannot be taken on a holiday or adjacent day without documented proof of an emergency upon request.”

Article 12 – Holidays and Holiday Pay

Page 38, delete Section 2-Holiday Pay, (g) Extended Absences:

~~“Employees who are absent from work for up to twelve (12) months and who retain Seniority rights under Article 4 Section 9, will be entitled to holiday pay upon return to work.”~~

Article 20 – Grievance Procedure

Page 51, section 3, Procedural Rules,

(a) Non-Discharge Grievances, revise to read:

“Step 1. Prior to the grievance being reduced to writing, it may be adjusted informally between the aggrieved employee and the employee’s supervisor.
~~Step 2. If the grievance is not settled at Step 1 and the aggrieved employee and/or the Union’s designee desire to pursue the grievance, a written statement of the grievance signed by the aggrieved employee and/or the Union’s designee shall be submitted to the department’s supervisor. The grievance shall be submitted within thirty (30) calendar days of knowledge of the incident giving rise to the grievance, or in the case of an~~

~~employee who is suspended, within ten days of the suspension notice required by Article 19, Section 2. At a mutually convenient time, within ten (10) calendar days following the submission of the grievance, the aggrieved employee and/or the Union's designee shall meet with the department's supervisor, or designee, to discuss the grievance. The department's supervisor or designee, shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.~~

Step 3. **2.** If the grievance is not settled at Step 2 1, the aggrieved employee and/or the Union's designee may appeal it by giving written notice of such appeal to the ~~manager of human resources,~~ department manager within **thirty (30)** calendar days ~~following receipt of the Company's Step 2 answer if not resolved at Step 1.~~ At a mutually convenient time within ten (10) calendar days following the receipt of the appeal by the Company, **the grievance** the aggrieved employee and/or the Union's designee shall meet with the ~~manager of human resources and the~~ department manager, or their designees, to discuss the grievance. The department's manager, or designee, shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.

Step 4. **3.** If the grievance is not settled at Step 3, **2,** the aggrieved employee and/or the Union's designee may appeal it by giving written notice of such appeal to the Site Director, within ten (10) calendar days following receipt of the Company's Step 3 2 answer. At a mutually convenient time, within ten (10) calendar days following receipt of the appeal by the Company, the aggrieved employee and/or the Union's leadership team or

its designees, and the International Representative, if requested by the Union, shall meet with the human resource manager and the site director, or their designees, to discuss the grievance. The site director or his designee shall render a written answer to the grievance within ten (10) calendar days following the close of the meeting.”

Article 24 – Non-Discrimination

Page 63, add “or any other legally protected category of employee” to the end of the first sentence.

Article 25 – Duration of Agreement

Page 63, Sec.1 - Effective Period, Termination, Renewal

In the second sentence change “registered mail” to read “certified – receipt required” for written notice correspondence.

Article 25 – Duration of Agreement

Page 63: The Company proposes a three (3) year term for the labor contract. Or with the Union Committee’s recommendation, a four (4) year term is available. Update all dates accordingly.

Update Appendix IV Classified Rate Schedule

Page 78, Change “Rover Operator” to read “Rover A and Rover B” and offer a \$1.00 an hour rate adjustment increase. Rover A are current rover positions. Rover B, if implemented, will work day shift and primarily break overtime. This rate increase will apply to current Rover Operators and jobs will not be re-posted.

Notice Items Effective October 1, 2015:

- 1) At page 39-40, Section 2-Vacation Period. Return to scheduling vacation by calendar week as noted in the existing contract language with advance notice
- 2) All union business absences for planned meetings or events must be scheduled one (1) week in advance through supervision.

Housekeeping:

Change all references to “Elkridge” to read “Cabot.”
Change “Foreman” to read “Supervisor”
Update all articles, sections and appendix numbers accordingly

Updated Appendix V, FMLA and Vacation Substitution Memorandum of Agreement to read:

“Without otherwise waiving the Company’s right to amend its FMLA Policy, effective as of January 1, 2016, the Company will substitute 100% of an employee’s accrued paid vacation leave, up to a maximum of three (3) weeks, for an approved unpaid FMLA qualified leave in a calendar year with the exception of any applicable waiting period for sickness and accident coverage.”

Updated Appendix VI Memorandum of Agreement – Behavioral Based Safety Program to read:

“It is agreed that the Behavior Based Safety Program (BBSP / CRAB) at the Curtis Bay Plant is a site wide initiative to involve all employees at the site. It is the intention to fully engage the BBSP as a core component of the safety strategy and culture of the

site. The Company agrees there will be no discipline as a result of the Behavioral Based Safety Program.

The Company agrees to have one full time facilitator. The facilitator will continue to accrue seniority in the job group and unit from which he left and will return to the same job.

Facilitator length of service will be eighteen (18) months. The Company agrees to backfill the position vacated by the facilitator.

A joint Union-Management steering committee will be established to manage the BBSP at the site.

Selection of a future facilitator will be determined by the Union members of the joint steering committee.

The current facilitator and co-facilitator will continue until October 31, 2017. If either position is vacated, one (1) facilitator position will be staffed going forward.

In 2017, and moving forward, there will be one (1) facilitator for the program.

The union agrees to be a positive supporter of the BBSP program and behavioral safety initiatives.”

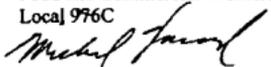
Updated Appendix VIII Memorandum of Understanding Four Shift / 12 Hour Shift Schedule Grace Davison Curtis Bay Site with these changes:

Page 97, Duration. This Agreement shall take effect as of January 1, 2013 and shall continue in effect, unless terminated by either party giving the other party sixty (60) days written notice. Notice can be given on a unit basis.

Page 98, Sec. 6 - Shift Differential. A "Shift Differential" of one dollar (\$1.00) per hour shall be paid for all hours worked on the night shift.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 29th day of September 2015.

Accepted by International Chemical Workers' Union Council of the United Food and Commercial Workers Union, Local 976C

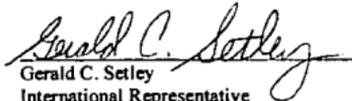


Michael Kavanagh, President
International Chemical Workers'
Union Council of the United Food
And Commercial Workers Union,
Local 976C

Accepted by W. R. Grace & Co.-Conn.
Grace Davison, Curtis Bay Site



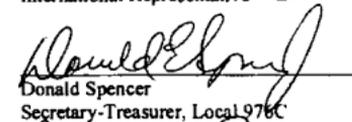
Theodore A. Lenski
Site Director, Curtis Bay
Grace Davison



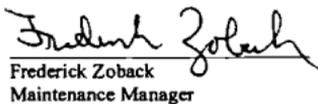
Gerald C. Setley
International Representative



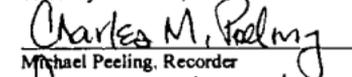
Gregory T. Ford
Human Resources Manager



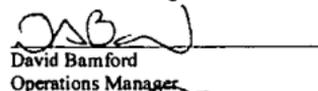
Donald Spencer
Secretary-Treasurer, Local 976C



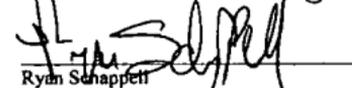
Frederick Zolack
Maintenance Manager



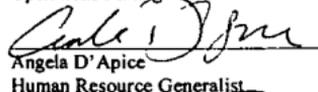
Michael Peeling, Recorder



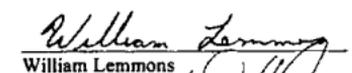
David Bamford
Operations Manager



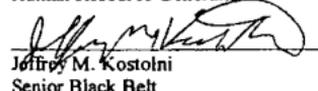
Ryan Schappell



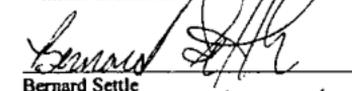
Angela D'Apice
Human Resource Generalist



William Lemmons



Jeffrey M. Kostolni
Senior Black Belt



Bernard Settle



Donald Hugoniot



Joseph Skipper

2009 MOA ITEMS

The parties to this collective bargaining agreement mutually agree to continue these 2009 Memorandum of Agreement items into the current labor agreement term.

3. Pay for Performance Plan

The W. R. Grace & Co. Pay for Performance Plan will continue to be applicable to employees under this Agreement. The base payout (“Target Level/T-100”) under the Pay for Performance Plan will be increased from \$250 to \$750, effective September 30, 2009. This agreement supersedes any prior agreements concerning the subject matter hereof.

14. Furloughs

In a furlough situation, employees will be subject to furlough in reverse order of unit seniority, within their respective units, provided the most senior employees who are retained are qualified to do the work. The company will also give consideration to transferring employees, who would otherwise be furloughed, to vacancies and other work opportunities that may exist outside their respective units.

The Company will evaluate its business needs and the furlough history of each unit with input from the union to develop a list of the most senior employees who may volunteer to be trained in other jobs within their respective units. The timing of such training and the number of

people trained at any given time will be subject to the discretion of the company.

16. Job Postings

The Company will, as soon as administratively possible, begin posting plant-wide job postings on the interlan site. Employees, to sign up for postings, still manually write their names on the bulletin board postings. Completed plant-wide job postings will also be posted on the interlan site for informational purposes.

19. Overtime Assignments

1. A joint Labor / Management subcommittee will be formed to address overtime issues as they arise.
2. Production overtime calculation will now be by turns, not hours as currently done.
3. Maintenance mechanics will sign up daily to signify their availability for overtime that day via a program on the computer. When overtime becomes necessary the night foreman will call those people who have indicated their availability. All others will be bypassed but charged those hours as if they had said no. If a mechanic signified yes but refuses to come to work ten (10) consecutive times, he will be removed from the list for one month.
4. Continue overtime MOA executed by the parties on 6/7/07 and 8/17/07.

25. Drug and Alcohol Testing

“Except as agreed to in this Memorandum of Agreement (MOA), the Company reserves the unilateral right to maintain all other aspects of the Curtis Bay Drug and Alcohol Free Workplace Policy (“D&A Policy”) and to amend the Policy, in any way it sees fit. The Company agrees to eliminate random drug and alcohol testing except as may be required by law or government regulation.”

APPENDIX VIII
Memorandum of Understanding
Four Shift/12 Hour Shift Schedule
Grace Davison
Curtis Bay Site

This Memorandum of Agreement is hereby entered into by and between W. R. Grace & Co.-Conn., Grace Davison, Curtis Bay Site, located at 5500 Chemical Road, Baltimore, Maryland, 21226, and its successors or assignees (hereinafter referred to as the “Company”) and the International Chemical Workers Union Council of the United Food and Commercial Workers Union Local 976C (hereinafter referred to as the “Union”).

The Company and the Union hereby mutually agree that all of the provisions and terms of the Collective Bargaining Agreement between the Company and Union in effect as of 3 p.m. September 30, 2015 until 3:00 p.m. September 30, 2019 (“CBA”) shall be continued in full force and effect and become part of this Agreement, subject to the following amendments and conditions which shall only be applicable to employees assigned to the four shift/twelve hour shift schedule (“Four Shift Schedule”) as described herein.

Duration. This Agreement shall take effect as of January 1, 2013 and shall continue in effect, unless terminated by either party giving the other party sixty (60) days written notice or otherwise by mutual agreement. Notice can be given on a unit basis.

Scope. This Agreement shall be applicable to all production shift employees while running continuous

operations in any of the production units during the term of this Agreement. It is the intention of the parties that;

- The revised schedule will be cost neutral, and will not result in increased costs to the Company.
- The revised schedule will not result in lower productivity or increased exposure to health and safety risks.
- There is no guarantee of hours worked or overtime.
- Any individual production unit that reduce volume may, individually, go to a non-continuous schedule as business conditions require.
- All scheduled and unscheduled vacancies will be filled, if deemed needed by supervision.

ARTICLE 5 – HOURS OF WORK

Sec. 2 – Regular Work Day. A “regular” work day shall consist of twelve (12) hours.

Sec. 5 – Regular Work Week. The “regular” work week shall consist of either thirty-six (36) or forty-eight (48) hours.

Sec. 8 – Identification of Shifts. Employees will be assigned on a rotating day/night basis in accordance with the following schedule:

	Mon.	Tue.	Wed.	Thurs.	Fri.	Sat.	Sun.
Day Shift 6:00 A.M. – 6:00 P.M.							
Night Shift 6:00 P.M. – 6:00 A.M.							

ARTICLE 6 – WAGES, OVERTIME AND PREMIUM PAY

Sec. 4 -- Temporary Rate. “Temporary Rate” of pay is defined as the straight time rate of pay for an employee temporarily transferred or promoted from his regular job classification to another job classification. A temporarily transferred or promoted employee shall be paid as follows:

- (a) **Transfer to Higher Paid Job.** An employee temporarily transferred or promoted to a higher paid job classification for a period of three (3) hours or more within his regular work day shall be paid for twelve (12) hours work at the temporary rate, provided, however, that an employee who works less than twelve (12) hours shall only receive pay for hours actually worked.
- (b) **Sec. 5 – Prevailing Rate.** “Prevailing Rate” of pay is defined as an employee’s probationary rate, classified rate or his temporary rate, plus any shift differential.

Sec. 6 – Shift Differential. A “Shift Differential” of one dollar (\$1.00) per hour shall be paid for all hours worked on the night shift.

Sec. 7 – Overtime And Other Premium Pay. There shall be no duplication or pyramiding of overtime and other premium wages. If more than one of the provisions of this Section shall be applicable to any time worked by an employee, he shall be paid for such time

at the highest rate specified in any of such applicable provisions but he shall not be entitled to additional pay for such time under any other of such provisions, except that pay for hours actually worked on the holidays enumerated in Article 12 shall not offset pay for hours worked in excess of forty (40) hours within a week.

(a) Time and one-half (1.5 x) will be paid for hours worked;

- (i) In excess of twelve (12) continuous hours up to a maximum of sixteen (16) hours on a regularly scheduled work day; or in excess of 40 hours within a work week.
- (ii) Hours outside of the 48 or 36 hour scheduled work week or any scheduled off days.
- (ii) For 12 hours on certain paid holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and New Year's Eve) as provided in Article 12;

(c) Pay at the rate of Double Time (2.0 x) will be paid for all hours worked.

- (i) In excess of sixteen (16) continuous hours
- (ii) On the seventh consecutive day in any work week provided the employee shall have performed at least six (6) hours of work on each of the preceding six (6) days, unless instructed by his supervisor to work less than six (6) hours.

- (d) Pay at the rate of Double Time and One Half (2.5 x) will be paid for all hours worked in excess of twelve (12) hours on a designated paid holiday under Article 12 of the CBA.

ARTICLE 10 – JOB COVERAGE AND OVERTIME WORK.

Sec. 1(a, b, c, & d) – Overtime Work assignment on Production Shift Relief. When a production employee is absent from work and overtime beyond his regular work day is determined necessary to cover the absent employee's job, the following procedure shall be followed:

Employees will be assigned such overtime in the following order of preference within the Job Group:

1. Qualified employee who regularly performs the job who is scheduled on the "short" break.
2. Qualified employee who regularly performs the job who is scheduled on the "long" break.
3. Any other qualified employee on short break (1st) and long break (2nd).
4. An available qualified employee who regularly performs the same job on the shift immediately preceding the shift on which the vacancy occurs.
5. An available qualified employee who regularly performs the same job on the shift immediately following the shift on which the vacancy occurs.
6. In any case, the employee due to be relieved will be required to hold over for up to four (4) hours on the job until properly relieved.

(Employees will be charged for each overtime opportunity worked and/or refused)

Vacancies known in advance will initially be filled by scheduling an employee in advance on straight time.

ARTICLE 10, Sec. 4 – Duration of Overtime Work. For health and safety reasons, no employee will work more than eighteen (18) continuous hours without the mutual consent of the Company and the Employee. For health and safety reasons, employees will not be allowed to work beyond eighteen (18) continuous hours, except in emergencies and will be sent home. If an employee is sent home during a previously scheduled workday, they will be paid at the rate of pay as originally scheduled for any hours not worked. Any employee who has already committed to eighteen (18) continuous hours of work within a workday will not be eligible for any additional hours of work within that workday, unless immediate services are required by that employee.

ARTICLE 12 – HOLIDAYS AND HOLIDAY PAY

Sec. 2 – Holiday Pay. Employees shall be paid for the eight (8) fixed holidays, enumerated in Section 1 of this Article as follows:

- (a) **Work Day Not Lost.** Employees who do not work on the holiday and do not lose a day of work because of the holiday shall be paid eight (8) hours at their **classified** rate, provided, however, that the hours shall not be considered as hours worked for the purpose of computing weekly overtime compensation.
- (b) **Work Day Lost.** Employees who do not work on the holiday but lose a day of work because of the holiday shall be paid eight (8) hours at their classified rate, and the hours shall be considered as twelve (12) hours worked for the purpose of computing weekly overtime compensation.

- (c) **Work on Day Before and After Holiday.** All employees eligible for holiday pay under subsection (a) and (b) of this Article, including employees absent on the holiday because of illness or accident shall be required to work at least six (6) hours on their last scheduled work day before the holiday and at least six (6) hours on their first scheduled work day after the holiday, unless instructed by their supervisor to work a shorter period, in order to be entitled to receive holiday pay.

Six Hour Rule. The six (6) hour rule on the last scheduled work day before a holiday and the first schedule work day after a holiday can be waived for legitimate reasons approved by the Human Resources Department.

- (d) **Work on Holiday.** Employees who work on the holiday shall be paid 1.5 times (1.5 x) their prevailing rate for all hours worked up to twelve (12) hours and 2.5 times (2.5 x) their prevailing rate for all hours worked in excess of twelve (12) in addition to eight (8) hours holiday pay at their prevailing rate.
- (e) **Holiday During Vacation.** When the holiday occurs during the vacation period of an employee, he shall be paid for the holiday eight (8) hours straight time at his classified rate, in addition to his vacation pay.
- (f) **Failure to work on Holidays.** An employee who fails to report for work on the holiday when instructed to report, or is in layoff status for a period exceeding fourteen (14) days prior to the holiday or on active duty in the Armed Forces

of the United States on such holiday, shall not receive holiday pay for the un-worked holiday.

- (g) Four (4) Floating Holidays of eight (8) hours will be converted to thirty-two (32) hours of paid time off to be scheduled in advance.

ARTICLE 13 – VACATION AND VACATION PAY

Sec. 2 - Vacation Period. Vacation shall be taken in calendar weeks and scheduled in advance. Because of the number of days normally scheduled off, employees on the 12 hour schedule will have a maximum of one (1) half day (6 hour) vacation and two(2) emergency vacation days (12 hours each).

Sec. 3 – Rate of Pay. The rate of pay for the vacation period shall be the employee's classified rate at the beginning of his vacation period or his classified rate four (4) weeks prior thereto, whichever is higher, provided however, that an employee whose vacation is taken during the time he is temporarily transferred or promoted from his regular job classification for a period exceeding twenty-eight (28) calendar days shall be paid for his vacation period at this temporary rate. When a paid holiday occurs during the vacation period of an employee, he shall be paid for the holiday as provided in Article 12, Section 2(e).

- (a) If annual vacation results in a surplus of six (6) hours or less, those hours will be included in the payment for the last vacation period in lieu of an additional (per the contract) half-day or full-day vacation.
- (b) Vacation that will be taken in days and will be paid on a 12-hour per day or 6-hour per half-day

basis. The employee may not take more than four (4) single vacation days in succession.

ARTICLE 15 – ABSENCE FROM WORK

Sec. 2 – Death in Family. An employee shall be entitled to leave of absence with pay at his classified rate for a maximum of three (3) regular scheduled work days (24 hours paid at the classified rate) in the case of death in his immediate family; namely, husband or wife, child or grandchild, parents, grandparents, parents-in-law, or brother or sister, provided the leave of absence is taken contiguous to the day of the funeral and providing further that the employee is prepared to offer valid proof of death upon request of the Company. Should the funeral of the deceased be held out of State, at a distance of 300 or more airline miles, a maximum of four (4) regular scheduled work days (32 hours pay at the classified rate) will be allowed.

An employee shall be entitled to a leave of absence with pay at his classified rate for a total of one (1) regular scheduled work day per calendar year in the case of a death of an immediate brother-in-law, sister-in-law or grandparents-in-law.

Sec. 6 – Jury Duty. An employee who is summoned and serves on jury duty shall work either the shift preceding the jury duty or the shift after the jury duty, but not both unless requested by the Company to work, no employee who reports to the Court on Monday through Friday, inclusive, shall work on any day in that work week or receive pay for more than forty (40) hours in that work week. The employee shall be compensated by the Company in the amount

of the difference between the classified rate for regular scheduled work days lost and the amount received as juror's fees, provided he is prepared to offer valid proof of such jury duty and the amount received as juror's fees, upon request of the Company. Compensation by the Company for hours of work lost shall not be included in the computation of overtime pay. Pay as herein provided for jury duty shall be limited by the Company to one (1) period of such jury duty within three (3) years. The Company reserves the right to request of the Court that an employee be excused from jury duty if the employee's services are required to the operation or maintenance of production.

Hours compensated by the Company during such leave of absence shall not be included in the computation of overtime pay. The employee shall continue to accumulate seniority during such leave of absence. This Section shall not be applicable to an employee who is unable to work on his scheduled work day due to illness, accident, layoff, vacation or suspension from work.

Shift Swap

Employees, if mutually agreed by both employees and their supervisor on the appropriate form in advance, may arrange to swap shifts within a normal work week. Such a swap must be cost neutral, not create any overtime and be completed in the same work week. The appropriate authorization form must be completed and approved twenty-four (24) hours in advance of the swap to assure proper treatment of the swap in the payroll system.