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**AGREEMENT**

**Effective April 1, 2013**

**Between**

**Solutia Inc., a subsidiary of Eastman**

**Chemical Company**

**Indian Orchard Plant**

**And**

**Local 288**

**International Union of Electronic –**

**Communications Workers of America**



# Local 288

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# AGREEMENT

Entered into this **1st day of April 2013** by and between the Solutia Inc., Indian Orchard, Massachusetts Plant, a Delaware Corporation (hereinafter called the Company), and IUE-CWA, Local 288 (hereinafter called the Union).

# ARTICLE I

Purpose of Agreement

**Section 1.** The purpose of this Agreement is to provide orderly collective bargaining relations, to secure a prompt and equitable disposition of grievances, to establish fair wages, hours and other working conditions, and to maintain and improve a harmonious relationship between the Union and the Company.

**Section 2.** It is the intent of the parties to secure and sustain maximum productivity per employee consistent with safety and good health during the term of this Agreement.

**Section 3.** It is agreed that continuing improvement in the standard of living of employees, for which provision is made herein, requires greater productive efficiency. Such productive efficiency primarily depends upon technological progress, job interest, personal application and a cooperative attitude on the part of all parties. The Company and the Union hereby pledge themselves to wholehearted cooperation in the improvement of the welfare of the employees and the success of the Company.

**Section 4.**

A. The administration of this Agreement will be carried out in a Mutual Gains Process. Union Leadership, Business Unit Leaders and Human Resources will comprise an ongoing team, which meets at least once per month to work on issues and objectives to improve the overall performance of the site. Cornell University’s Mutual Gains Process will be used to facilitate the meetings. The team has the authority to amend, add to or subtract contract provisions, practices and other auxiliary agreements. The above referenced changes can only be made by full consent of both parties. This process does not abrogate any other provision of this contract, but, can supersede it if both parties agree.

B. The Union negotiating team and Company team agree after ratification to meet on a monthly basis, following training in the Mutual Gains Process, to do the following:

1. Work on issues as they arise instead of waiting a normal contract period of three (3) years.

2. Maintain open communications between Business Unit Leaders and Union Officials.

3. Maintain continuity of contract application across the business units.

4. Increase employee involvement by creating sub-teams to work issues and then present recommendations to the Mutual Gains team for approval.

5. Use the Mutual Gains Process to resolve issues in a timely manner.

6. It is not to be used to argue grievances.

7. It is not to renegotiate settled issues unless something has changed to require a new standard.

8. Monthly agenda will be exchanged at least week in advance of a scheduled meeting.

9. Joint meeting minutes will be maintained on a rotation basis between the Company and the Union.

10. All agenda items will be discussed at Mutual Gains meetings.

# ARTICLE II

Recognition

**Section 1.** The Company recognizes the Union as the sole collective bargaining agent for all production, maintenance, service and research employees, excluding guards, salaried employees, office and factory clerks, clerical employees, salaried research employees, draftsmen, technical trainees, process investigators, hospital employees, executive foremen, assistant fore men, shift foremen, and all other supervisors. The terms “employee” and “employees” as used in this Agreement shall include only those employees at that portion of the Indian Orchard Plant formerly known as the Springfield Plant for whom the Union is recognized as collective bargaining agent as set forth in this Section.

**Section 2.** The Company will not discriminate in any way against any employee by reason of their membership in the Union or by virtue of their Union activities, and the Union will not discriminate in any way against any employee by reason of their non-membership in the Union or by virtue of their non-union activities.

**Section 3.** There shall be no solicitation of employees for Union membership or collection of Union dues during actual working hours.

**Section 4.** The term “employee” and “employees” or any other pronouns referring thereto as used in this Agreement shall include male and female members of the work force.

# ARTICLE III

Job Classification

**Section 1.** All occupations to which employees in the bargaining unit are or may be assigned shall be classified into their appropriate job rates. A list of all such presently existing occupations classified into their appropriate job rates together with the respective descriptions of all said occupations has been marked Schedule 2 and is hereby made part of this Agreement.

**Section 2.** The classification of all employees shall be on the basis of the above mentioned descriptions according to the work they are doing. Except as provided in Section 3 of this Article, all occupations listed in Schedule 2 and all occupations subsequently classified shall remain so classified for the duration of this Agreement.

**Section 3.** If a new occupation is established or if there is a change in an existing occupation, it shall be the responsibility of concerned supervision to notify the Company and the Union in writing within one (1) week from the date a new occupation is established or if there is a change in an existing occupation.

If a new occupation is established, a copy of such new job description and classification will be promptly submitted by the Company to the Union. If there is substantial change to an existing occupation, the Company shall reclassify the occupation retroactive to the date of the change in job content.

**Section 4.** If the Union disagrees with the classification of a newly established occupation it shall so advise the Human Resources Department in writing setting forth its objections within two (2) calendar weeks from the date of submission of the job description and classification to the Union. A representative of Human Resources will then meet with two (2) members of the Negotiating Committee to attempt to resolve the matter; within ten (10) days following the above meeting the Company shall submit its final disposition in writing to the Union.

Any dispute between the Company and the Union as to whether a new occupation has been properly classified in accordance with the provisions of this Article shall be a classification dispute, the provisions of the Grievance Procedure are hereby waived except that such dispute may be taken to arbitration as provided in Step IV thereof.

A joint letter expressing the parties desire to arbitrate must be submitted to the American Arbitration Association no later than thirty (30) days following the Company’s final disposition of the matter as provided above.

**Section 5.**  The rate for a new occupation shall go into effect immediately upon its classification. As provided in Section 3, a Company initiated change in classification shall be retroactive to the date of the change in job content. If these rates are later changed as a result of discussions between the Company and Union or an arbitration settlement, the changed rates will be retroactive to the date when they were originally classified by the Company.

# ARTICLE IV

Wage Rates

**Section 1.** The wage rates for the jobs into which all occupations are classified as provided in Article III, Job Classification, are listed in Schedule 2 **(Revised April 1, 2013)** annexed hereto. No employee shall be paid more than the job rate of the job into which their occupation is classified. Effective 11:00 p.m., **April 1, 2013, 2014, and 2015.**

**Section 2.**

A. Employees not previously qualified in an occupation within a production department **who are awarded an SEO II or Quality Control Technician (Lead) position** will start at **85%** of the job code rate and will progress to 100% of the job code rate in **eighteen (18) months** per the following schedule:

* **After six (6) months** the employee’s rate will increase to **90%** of the full job code rate.
* **After twelve (12) months** the employee’s rate will increase to **95%** of the full job code rate.
* **After eighteen (18) months** the employee’s rate will increase to **100**% of the full job code rate.

The employee’s rate will be maintained at the target percentage above in the event of changes to the job code rate. However, an employee will not be considered “qualified” under the terms of the contract until they meet the experience requirements in Schedule 2.

**B. Employees not previously qualified in an occupation within a production department who are awarded an SEO I or RBPO position will start at 80% of the job code rate and will progress to 100% of the job code rate in forty eight (48) months per the following schedule:**

* **First anniversary (12 months) the employee’s rate will increase to 85% of the full job code rate.**
* **Second anniversary (24 months) the employee’s rate will increase to 90% of the full job code rate.**
* **Third anniversary (36 months) the employee’s rate will increase to 95% of the full job code rate.**
* **Fourth anniversary (48 months) the employee’s rate will increase to 100% of the full job code rate.**

**The employee’s rate will be maintained at the target percentage above in the event of changes to the job code rate. However, an employee will not be considered “qualified” under the terms of the contract until they meet the experience requirements in Schedule 2.**

**C**. Any employee previously qualified within a production department who bids a new job will start training at 90% of the job code rate. The trainee will receive a 2.5% wage increase at the end of the third month and another 2.5% wage increase at the end of the sixth month. An employee will go to full job code rate after eighteen (18) months or sooner if the employee and the training coordinator agree and the employee is performing the job. However, employees will not be considered “qualified” under the terms of the contract until they meet the experience requirements in Schedule 2.

**D.** Regular employees who are negotiated into a job will receive job rate or holdover rate as described elsewhere provided in this Agreement.

**E.** The Company and Local 288 acknowledge that the costs of certain operations in Logistics, Stores and Maintenance are non-competitive. In order to establish a more competitive cost structure for Material Handlers, Stores/Receiving Clerks and Utility Attendants (including Leads) the hourly rates for all employees who are newly hired, successfully bid or otherwise accept one of these positions will be equal to 65% of the negotiated wage rate, with the exception of qualified MHO’s presently not in the department with a time limit of July 1, 2006. These employees are not subject to Article IV, Sections 2A & 2B, except that they will not be considered “qualified” under the terms of the contract until they meet the experience requirements in Schedule 2. Employees in Logistics, Stores and Yards awarded a bid in their current O.C. will continue at their current base rate and will not be reduced as per Article IV, Section 2D of the agreement. This provision is effective on the effective date of this agreement. The job titles referred to in this Section are: Material Handler Operator, Lead Material Handler Operator, Resins Material Handler Operator, Lead Resin Material Handler Operator, Stores/Receiving Clerk, Utility Attendant and Utility Attendant Lead.

**F. The SEOII, Saflex Raw Material Operator, and SV/R Line Operator full job code rate will be 80% (target rate) of the SEOI full job code rate for employees who are newly hired, successfully bid or otherwise accept an SEOII, Saflex Raw Material Operator, and SV/R Line Operator position after April 1, 2013.**

**Employees who were newly hired, successfully bid or otherwise accepted an SEOII, Saflex Raw Material Operator, and SV/R Line Operator position after July 2009 will be compensated according to their base rate as of March 31, 2013 as shown in Chart 1A.**

**Section 3.**  **Effective during the first pay period of 2014** shift premium **will increase to seventy-two ($0.72)** cents per hour **and** shall be added to the basic hourly rate of any employee who works on any shift other than a regular straight day shift.

**Section 4.**  An employee reporting for work on any scheduled day on their regularly scheduled shift unless previously notified not to report and whose work is not available shall receive a minimum of four (4) hours’ work. If there is no work available, they shall receive four (4) hours’ pay at the rate of time and one-half. This Section shall not apply in the event that lack of work is due to a labor dispute or to fire, flood, water or power failure, or other act of God.

**Section 5.**  The regularly appointed members of the volunteer fire department will receive forty-five (45) hours’ pay per year for this service to be paid at the basic hourly rate of the highest paid participating member at the time the employee takes their vacation. The employee will select the vacation week for which this payment will be made provided two (2) weeks prior notice is given the Company. When there are appointees to, or removals from the fire department, the individual appointments or removals shall be negotiated between the Company and the Union. In addition, a shift brigade leader will be appointed by management to cover each shift and will receive an additional twenty-seven (27) hours’ pay per year above that of the regularly appointed members. Payment will be under the same rules as noted above.

Brigade members must participate in training programs and meet periodic health testing requirements as necessary to comply with all applicable regulations.

# ARTICLE V

Hours and Overtime

**Section 1.**  For the purpose of computing the pay of an employee, the normal working day shall be eight (8) hours and the normal work week shall be forty (40) hours, and the work week shall begin at **12:00 a.m. on Monday and end at 12:00 a.m. on the following Monday. The pay period shall be a two-week period. Payday shall be every other Friday. In addition, employees will have their checks deposited into their bank account. If a banking holiday falls on Friday, payday will be on the prior business day. These changes will be implemented during the first pay period of 2014.**

**Section 2.** An employee who performs any work in addition to their regularly scheduled hours in their work week shall not be required to take equivalent time off in that week.

**Section 3.** Employees on shifts are expected to continue to work until they have been relieved. If their replacement does not report to work, they may be instructed and required to work until relieved for a period up to two (2) hours. Effective July 18, 2004, if (the) replacement does not report to work or the overtime list has been exhausted, (the operator) may be required to work until relieved for a period of up to four hours. To recognize the impact that this extension of holdover time will have, the shift premium will be increased to seventy (.70) cents for all shift workers in year two of the contract. People are guaranteed a minimum pay of two (2) hours if they are not relieved within thirty (30) minutes of their scheduled time. This will be enforced by the outgoing shift contacting the supervisor or on-call person to determine if overtime is needed. This will not constitute an overtime opportunity for the affected employee. Exceptions to this include: vacation, light duty, working more than 16 hours in a 24 hour period, jury summons, jury duty, Union Business for Executive Board Meetings, a Reserve Meeting for the U.S. Military or if the employee has completed 4 hours of overtime on a holiday or their scheduled day off.

The company will implement a rotating list for all positions when requiring an employee to remain at work until relieved. Each employee will be allowed up to 2 free passes in one calendar year. The ability for an employee to use their pass is conditional on no interruption in business operations. The employee remaining at work must be qualified to do the job.

**Section 4.** Employees in each classification in each department will be offered an equal amount of unscheduled overtime. Effective January 1, 2010 all overtime opportunities for employees in maintenance, stores, yards, and logistics will be based on hours worked and/or offered. Overtime records and procedures will be kept in each department and will be available for review by the employees concerned and the Union. Overtime bypass will be addressed per the Memo of Agreement entitled Overtime Bypass Remedy, dated July 19, 2009.

**Section 5.**  No employee shall be scheduled or permitted to work more than sixteen (16) hours in any twenty-four (24) hour period without having eight (8) hours of time off during that twenty-four (24) hour period. Upon completing consecutive sixteen (16) hours, an employee may not work again until at least eight (8) hours have elapsed. Exceptions to the foregoing shall be limited to de minimis work of one (1) hour or less necessary to complete a critical assignment. Whenever an employee’s upcoming shift, or hours already worked, coupled with a prospective offerings of overtime, would result in more than sixteen (16) hours being worked in any twenty-four (24) hour period or less than eight (8) hours of continuous time off, the offerings of overtime will not be made.

**Section 6.**

A. Premium pay at the rate of time and one half shall be paid as follows:

1. For all work performed in excess of eight (8) hours in any twenty-four (24) hour period.

2. For all work performed in excess of forty (40) hours in any work week.

**Section 7.**

A. Premium pay at the rate of time and one-half shall be paid for all work performed on the sixth consecutive day of work in a regularly scheduled work week. In order to be entitled to this premium rate of pay on the sixth day, the employee must have worked at least four (4) hours of their regularly scheduled shift on each of the five (5) preceding days of the regular work week except where the employee was absent for one of the following reasons:

1. Sent home for lack of work after working part of a day.

2. Lost time due to disability caused by occupational hazards.

1. Premium pay at the rate of double time shall be paid for all work performed on the seventh consecutive day of work. In order to be entitled to this premium rate of pay on the seventh day, the employee (Day Shift/fixed eight (8) hour schedules) must have worked at least six (6) hours on each of the six (6) preceding days except where the employee was absent for one of the following reasons:

1. Sent home for lack of work after working part of a day.

2. Lost time due to a disability caused by occupational hazards.

C. Premium pay at the rate of double time shall be paid for all work performed on the seventh consecutive day of work. In order to be entitled to this premium rate of pay on the seventh day, the employee (12 hour Rotating Shift employees) must have worked at least eight (8) hours on each of the six (6) preceding days except where the employee was absent for one of the following reasons:

1. Sent home for lack of work after working part of a day.

2. Lost time due to a disability caused by occupational hazards.

**Section 8.**

A. Premium pay at the rate of time and one-half shall be paid for all work performed on Sunday, as such.

B. An employee requested by the Company to work on their scheduled day of rest shall receive premium pay at time and one-half for all work performed on that day.

C. An employee requested to work any hours before or after their regularly scheduled hours shall receive premium pay at time and one-half for such hours worked except as provided elsewhere in this Agreement.

D. If, after an employee’s work schedule is posted in accordance with Article XVIII, Section 9.D., a subsequent change is made in their schedule and such change is not posted before the end of the employee’s last regularly scheduled day of work of their work week, they shall receive premium pay at the rate of time and one-half for the first day worked on their changed schedule. Such premium pay will not apply whenever an employee changes their job or department or such work schedule change is the result of layoff or negotiated placement.

**Section 9.**  Premium pay at the rate of double time and one-half shall be paid for all work performed on **the 10 holidays set by the company each year.** **In addition, each employee will be granted one (1) floating holiday each year. The floating holiday will be handled like any other holiday and must be taken within the calendar year by December 31st.**

**Section 10.**  Except as provided below, eight (8) hours straight time shall be paid for the eleven (11) holidays listed in Section 9 of this Article, although not worked. Except for Christmas Day, Thanksgiving Day, July 4th, and Labor Day providing five (5) days’ notice is given. The number of employees who may take advantage of the five (5) day option at any one time may be limited by the Company to a minimum of one for every eight (8) employees in each department. In the event that an excessive number of employees in any occupation elect to take their optional holiday at the same time, the Company, if necessary, may also limit the number of employees who may take an optional holiday at any one time within the occupation. If an employee is scheduled to work on a holiday and for any reason does not work, he will not be entitled to holiday pay, unless he submits satisfactory evidence of illness. In addition, he shall not be paid if he is absent for a period of more than two (2) weeks’ duration for any reason other than illness, injury, or vacation and such holiday occurs during a period of absence of one (1) year or less.

**Section 11.**

A. If any of the holidays listed in Section 9 falls on a Sunday, it shall be observed on the following Monday.

1. If any of the holidays listed in Section 9 occurs during an employee’s scheduled vacation, they shall receive an additional day off with pay or shall receive eight (8) hours of vacation pay for each holiday, as determined by the operating needs of the Company. The employee will be notified by their department supervisor prior to the start of their scheduled vacation which of the above will apply.
2. If the company chooses to shutdown an occupation on a holiday, employees working Four On/Four Off Rotating shifts whose regularly scheduled workday falls on the holiday will be allowed to work four hours at straight time (including shift premium) with the following provisions:
   1. The four hours must be worked **within thirty (30) calendar days of** the holiday.
   2. The request for this option must be scheduled with and approved by the department supervisor the week prior to the holiday.
   3. Supervision will assign the employee work, including filling a vacancy.

This option cannot result in a sixth or seventh day premium, and cannot be exercised on a Sunday.

* 1. **Employees will have the option to use four (4) hours of their annual Bank Day allotment during the same pay week as the holiday.**

**Section 12.** A bonus of eighty-five (85¢) cents per hour shall be paid for all work performed on Saturday, as such. If any work performed on Saturday falls under a premium pay classification, the Saturday bonus will not be paid.

**Section 13.**  In the event that the Company calls in an employee to perform emergency work after they have gone through the plant gates and this work is of less than four (4) hours’ duration, they shall be paid four (4) hours at time and one-half for such emergency call-in. It is understood that, if the emergency work is less than four (4) hours’ duration, the employee shall be entitled to go home and they shall be paid as stated above. Emergency work shall be defined as work performed during a period of time outside the employee’s regularly scheduled shift and not continuing into or extending beyond such scheduled shift.

**Section 14.** In no case shall more than one premium rate be paid for the same time worked. If time worked falls under two or more premium classifications, the rate paid shall be the higher single rate applicable.

**Section 15.** To assure proper application of the premium pay provisions of this Agreement, the following interpretations shall apply:

A. A premium day worked may be counted as a day worked, as defined in Section 7 of this Article, for purposes of sixth and seventh day compensations.

B. Payment of a premium rate on one day shall not preclude the payment of a premium rate on another day.

C. Straight time and premium time worked not to exceed a total of eight (8) hours on any one (1) calendar day may be used for purposes of computing premium payments for hours in excess of forty (40) in a work week.

D. For purposes of sixth and seventh day computations only, a day shall consist of a twenty-four (24) hour period beginning at 11:00 p.m., on one calendar day and ending at 11:00 p.m., on the following calendar day. However, work performed beyond the end of a day as a continuation of the regular shift of an employee shall only be credited for the purpose of sixth and seventh day computations if such work is performed to the extent of a full eight (8) hour shift into such day, except that all work performed on the seventh consecutive day of work shall be compensated at double time.

**Section 16.** Fixed Shift employees serving on Jury Duty will be considered on a five (5) day schedule (Monday through Friday) for the period of their jury leave, and the difference between forty (40) hours’ straight time pay (shift premium to be included if applicable) and their jury pay will be made up by the Company. A rotating shift employees will be considered to be on their work schedule during the first week of their jury leave, and the difference between the straight time pay (shift premium to be included) for their work schedule during this first week and their jury pay for up to forty-eight (48) hours of the jury duty will be made up by the Company. For any Jury Duty obligation beyond one (1) week, rotating shift employees will be considered on a five (5) day work schedule (Monday through Friday) for the period of their jury leave, and the difference between forty (40) hours straight time pay (shift premium to be included if applicable) and their jury pay will be made up by the Company.If, during their jury leave, they are dismissed from Jury Duty for one or more twenty-four (24) hour periods, they must report for work during those periods on their regular job on their regular schedule except that they will not report for work on Saturday, Sunday or Holidays designated by this contract or celebrated by the Court in which they are serving. When the employee does report for work during their jury leave they will have primary claim to their permanent job and the employee who is temporarily replacing them will be assigned work on the same crew in the department in the temporary job, their permanent job or general house keeping and will be paid at the rate they are receiving on the temporary job, or appropriate rate for the job they are assigned, whichever is higher.

**Section 17.** A rotating shift employee will be paid eight (8) hours’ straight time pay when performing their first day of jury duty service on their regularly scheduled day off.

# ARTICLE VI

# ALTERNATIVE SHIFT SCHEDULES

**Section 1.** Guidelines for the 4 - 10’s Shift:

A. The guidelines section only applies to Master Mechanics and Systems Specialists; excluding Manufacturing, Warehouse or Labs.

B. The 4 - 10’s schedule is voluntary.

C. This shift change is at the Supervisors discretion and the decision will be made based on available resources and business needs.

D. Switching from 5 – 8’s to 4 – 10’s can be done on a weekly basis.

E. The off day can be taken any day during the week based on business needs and at Supervisor’s discretion.

F. Requests for changing between these two (2) different shifts must be made by Wednesday of the prior week, in writing, to the Supervisor.

G. Frequency and number of people changing to 4 - 10’s will be determined by each individual Maintenance Zone.

H. No grievances can be made against this policy or the Supervisor regarding decisions made not allowing person(s) to change shifts.

I. When a person is working a 4 - 10 schedule and either of the following occurs:

1. A holiday falls during the week.

2. A person will be in training more than two (2) days that week.

3. A person on Jury Duty or any other approved leave of absence (such as: maternity/military leaves, etc.).

The employee must revert back to a 5 - 8’s for that period.

J. When a vacation day is taken during the 4-10 schedule, it is paid as eight (8) hours vacation pay and two (2) hours unpaid, excused absence.

**Section 2.** Steering groups or department management have the authority to charter teams to evaluate alternative shift schedules per the following boundaries:

**Shift Schedule Boundaries:**

A. No significant delay in any Unit design.

B. “Cost Neutral”:

1. Individual straight time pay rate equality (no windfalls).

2. Total department wage cost does not increase.

3. Must comply with Departmental Mission.

Note: No increase does allow taking into account training requirements.

C. Core Unit in question only:

1. Core Unit only votes (70% majority required to adopt).

2. Core Unit definition - those who will have to work the schedule and day crews.

D. Provides opportunity for all Design Teams/Departments.

E. No fixed shifts.

F. Should utilize existing shift change task force/material/expertise as a resource. Further trips are not likely to be authorized.

G. Limited to pilot - review by Management/Union after one (1) year, either party may choose to return to former schedule.

H. If both Union and Management agree that shift choice is not working (< l year), stop and consider better alternatives.

I. Maintenance Teams will include Zone Representation in developing alternative shift recommendations.

J. All departments not in redesign may elect to use a cross-sectional team to investigate shift schedule alternatives.

K. Any change must be completed in time for implementation prior to next vacation scheduling.

1. The only exception will be the 1994 period due to the March acceptance of this package. Consideration will be allowed as long as employees in the core-voting group understand their vacation scheduling may be affected by any new schedule:

(a) Vacations may have to be rescheduled so as not to interfere with business options;

(b) No grievances will be entertained due to any rescheduling that might occur.

L. Must allow payroll input and time for implementation.

M. Does not preclude management’s right to make shift change due to business reasons, i.e., five (5) day shift vs. seven (7) day shift.

N. Specifics on overtime pay will be consistent across East End and a Plant Team issue.

O. When these schedules contain work beyond an eight (8) hour shift, i.e. ten (10) hours, twelve (12) hours or combination, such regularly scheduled work shall be paid at the straight time base rate; only work in excess of the regularly scheduled work or in excess of forty (40) hours in a regularly scheduled work week shall be paid at the appropriate premium rate.

P. Payments under other contract provisions such as Vacations, Jury Duty make-up, Funeral Leave shall be based on the existing contract eight (8) hours per day, forty (40) hours per week operating schedules. This is intended to ensure no windfalls to employees who opt for alternate schedules.

# ARTICLE VII

Transfers

**Section 1.** When the Company finds it necessary to balance a crew for safety and/or efficiency, it may temporarily transfer someone from one crew to another. This transfer will be for a maximum of two (2) months unless extended by mutual Agreement of the Union and Company. The Company will attempt to accommodate the needs of the individuals involved.

# ARTICLE VIII

Vacations

**Section 1.** Annual vacations with pay will be granted by the Company as follows:

A. Any employee having less than one full year of service immediately preceding April 1 of the current year shall receive a proportionate vacation with pay equal to six and two-thirds times the basic hourly rate of such employee for each month of such service. For each eight (8) hours of pay or fraction thereof, to which such employee may be entitled, they shall be granted one day of vacation.

B. Each employee with one year of service or more immediately proceeding April 1 of the current year shall receive two weeks’ vacation with pay.

**Section 2.**

A. Vacation pay allowance shall be based on a forty (40) hour week at the straight time hourly rate the employee received for the payroll period ending one week prior to the start of their vacation. An employee on a permanent job on a 12 hour Four On / Four Off rotating or fixed (minimum 48 hour/week) schedule for the payroll period ending one week prior to the start of their vacation will receive a vacation pay allowance based on a forty-six (46) hour week instead of a forty (40) hour week as mentioned above. To be eligible for the forty-six (46) hour pay allowance, the employee must have worked the schedule as mentioned above for a minimum of four (4) months in the prior year. The shift premium shall be added to the above rate where applicable.

B. Effective April 1, 2004 the practice of providing advance vacation pay will be discontinued. Vacation pay will be paid after the vacation time has been taken. If an employee currently has their paycheck deposited, their vacation check will be directly deposited.

C. The term “service” as used in Section 1 of this Article means that the individual is employed and working on at least one full day of each calendar month of the period for which service credit is allowed except that an employee unable to work because of occupational disability shall be entitled to “service” credit for the period of temporary legal disability, and an employee unable to work because of illness shall be entitled to “service” credit for the period of such illness, but not to exceed six (6) months.

**Section 3.**

A. Vacation Days will be taken between April 1 of the current year and March 31. Effective with the 1983 vacation scheduling year, vacation scheduled in one week blocks must be taken between 11:00 p.m., on the last Sunday of March of the current year and 11:00 p.m., on the last Sunday of March of the following year and insofar as possible, at times most desired by employees. Bank vacation days may be requested and taken anytime between April 1 of the current vacation year and March 31 of the following year in conjunction with the bank vacation day requirements stated in Section 3.D. However, the number of employees who may take their vacation at any one time may be limited by the Company to a minimum of one (1) for every eight (8) employees in each department. All maintenance craft personnel will have their vacation scheduled in the zone in which they work.

1. If necessary, because of an excessive number of employees in a classification elect to take their vacation at the same time, the Company may also limit the number of employees who may take their vacation at any one time within a classification.

2. In addition, any employee on other than a vacancy replacement job entitled to two (2) weeks or more of vacation and who, after application of the procedures outlined in this Section, is unable to schedule any vacation during the continuous ten (10) week period ending with the week preceding Labor Day, shall receive one (1) week of their vacation if they desire during that period. Scheduling of the vacation will be consistent with department operating needs as defined by the Company.

1. Plant seniority shall prevail in the selection of two (2) weeks of vacation providing the concerned employee has submitted their vacation choice to their supervisor by 11:00 p.m., January 1 of the current year. All vacation choices submitted by 11:00 p.m., January 1 have absolute preference over choices submitted after 11:00 p.m., January 1. Vacation schedules for employees will be posted on department bulletin boards by January 31st for the next vacation year.

C. Employees who are eligible for more than two (2) weeks of vacation and who wish to take more than two (2) weeks of vacation at one time may do so with the consent of the Company during the period from April 1 of the current year to March 31 of the following year. However, an employee’s third, fourth, fifth or sixth week choice shall not take precedence over another employee’s choice for their first and second weeks vacation.

1. Effective with the 1989 vacation year, the Company will consider requests by employees to take vacation in one (1), two (2) or three (3) day increments. Such employees may take up to a total of **fifteen (15)** vacation Bank Days in this manner. Vacation not placed in the vacation bank by March 1 must be scheduled in accordance with normal procedures.
2. Requests for Bank Days will be considered in the order in which they are received. The requests must be submitted, in writing, at least five (5) calendar days. Effective July 18, 2003, bank days can now be requested up to thirty 30 days in advance of the beginning of such vacation. Such requests will be approved if, in the opinion of Management, conditions in the department warrant it, such as status of department operations, number of employees off for any reason, ability to obtain coverage, etc. Consideration will be given to requests of shorter notices in the event of emergency or extenuating circumstances. Approval will be at Management’s discretion. However, it is understood that exceptions approved may not be used in subsequent grievance proceedings to reduce the stated time requirements. Vacation Bank Days may not be taken on an actual or observed plant holiday.
3. Once approved, Bank Days are not subject to cancellation. When Bank Days have not been taken or scheduled prior to the first workday of January of the vacation year, the manager of the department will meet with the employees to try to attain mutual agreement as to when the days will be scheduled. If no agreement is reached, the manager will schedule them for the employee. Should the accumulated number of unused days within the time remaining or an employee be unable to take their vacation entitlement due to illness or injury, the Company may pay-in-lieu of vacation at its option. In no event will any vacation entitlement be allowed to be carried over into the following vacation year.

E. In departments where operating and sales requirements make it possible, the departments may be shut down by the Company for a two (2) week period during July and/or August and employees in such departments may be required to take all the vacation time to which they are entitled up to a maximum of two (2) weeks at that time. If the Company determines in its discretion that employees will be needed to perform partial operations during any full week of the scheduled vacation period, the company will determine the required number of employees and will ask for volunteers in the occupations needed in descending order of seniority. If there are not enough volunteers the company may deny vacations during this period in inverse order of seniority until the required number of employees is reached. If the company determines after January 31st that there are additional staffing requirements during the scheduled vacation period, the Company will ask for volunteers in the occupation(s) needed in descending order of seniority. The Company will not force any employee to give up their vacation. Employees with less than two (2) weeks of vacation will be offered employment for the balance of the two (2) weeks which may be in other departments throughout the plant. The placement of these employees shall be negotiated by the Union and the Company. All department vacation shutdowns shall be mutually agreed upon by the Union and the Company.

F. Effective 2000, the Company will consider request to take five (5) Bank Days in half (1/2) day increments provided the request is submitted in the same manner as full Bank Days in Section 3.D. Written notice is required at least five (5) calendar days. Effective July 18, 2003, bank days can be requested up to thirty (30) days in advance of the beginning of such vacation. Half (1/2) Bank Days will be subject to Management Approval depending on business needs.

**Section 4.** Any employee who is retired by the Company shall be granted the vacation allowance to which they are entitled in accordance with the provisions of this Article. They shall also receive a vacation allowance for each month of service in the current year to be computed as provided in Sections 1 and 2 of this Article.

**Section 5.** Any employee who has successfully completed their probationary period and who is laid off for an indefinite period due to a decrease in the working force shall be granted the vacation allowance to which they are entitled in accordance with the provisions of this Article. They shall also receive a vacation allowance for each month of service, in the current year to be computed as provided in Sections 1 and 2 of this Article. An employee, however, may elect in lieu of payment to retain the vacation allowance to which they are entitled by so notifying the Company and the Union on a duplicate form provided by the Company on or before their last day of work prior to layoff. In the event they are not subsequently recalled by March 30 of the year following the year in which they were laid off, they shall be paid for all vacation time due as of the date of their layoff. The vacation of any laid off employee who has received a proportionate vacation allowance as provided in this Section and who later returns to work shall be computed only from the time of their return to work. The employee shall also receive any vacation credit for which he has not received payment prior to their layoff.

**Section 6.**

A. Each employee who has or will have completed five (5) years or more of continuous service during 1968 or in each current calendar year thereafter, will be granted one (1) week of vacation with pay in addition to the vacation to which they are entitled, as provided in Section 1 of this Article.

B. Each employee who has or will have completed ten (10) years or more of continuous service during 1968 or in each current calendar year thereafter, will be granted two (2) weeks of vacation with pay in addition to the vacation to which they are entitled as provided in Section 1 of this Article.

C. Each employee who has or will have completed twenty (20) years or more of continuous service during 1968 or in each current calendar year thereafter, will be granted three (3) weeks of vacation with pay in addition to the vacation to which they are entitled as provided in Section 1 of this Article.

D. Each employee who has or will have completed thirty (30) years or more of continuous service **not later than April 1, 2018** will be granted four (4) weeks of vacation with pay in addition to the vacation to which they are entitled as provided in Section 1 of this Article.

E. The term “continuous service” as used in Paragraphs (A-D) of this Section means time spent working for Solutia Inc. an affiliated company or a company acquired by Solutia Inc. Service time shall be computed from the employee’s last date of hire. In addition to time actually spent while working for the Company, an employee shall receive credit for time while absent limited to the following:

1. The Company and the Union agree to comply with federal and state laws concerning the reemployment rights of persons who serve in the military services of the United States in accordance with The Uniformed Services Employment Rights Act of 1991.

2. Approved leaves of absence with limit of one (1) year of absence for any one leave if such leave was granted because of personal illness or injury, and with a limit of six (6) months of absence for any one leave if the leave was granted for any other reason.

3. The period of any layoff due to lack of work with a limit of six (6) months’ absence for any such layoff.

**Section 7.** An employee who has completed their probationary period, and subsequently terminates shall receive their accrued vacation pay at the time of termination of employment.

**Section 8.**  No employee shall receive their vacation pay while absent except an employee who is absent because of occupational or personal injury or illness and who has not returned to work as of September 30. Any employee returning to work after September 30 may receive their vacation pay without being required to take equivalent time off, for those vacation weeks during their absence, which were previously scheduled. Vacation pay shall be added to any compensation or supplemental payment made to an employee absent due to occupational illness or injury.

**Section 9.**  In the event that an employee dies, payment of accrued vacation pay shall be made to the employee’s surviving husband, wife or adult child or to the employee’s estate.

**Section 10.** In no event shall an employee on vacation be called in to perform work unless mutually agreed upon by the Company and Union.

# ARTICLE IX

Seniority

**Section 1.**  Seniority is defined as continuous length of service with the Company to be determined as follows:

A. Each employee shall be a probationary employee for a period of one (1) year of continuous employment and such employee may be released at the discretion of the Company. Probationary employees shall acquire no seniority for a period of sixty (60) calendar days of continuous probationary period.

B. At the end of the sixty (60) day period, the employee shall be accorded a seniority number to be determined by the date of the employee’s most recent hiring and the employee’s name and seniority number shall be entered on the Company seniority list. This number shall be the employee’s plant seniority number.

**Section 2.** An employee shall lose their seniority for the following reasons only:

A. If the employee quits.

B. If they fail to respond within five (5) working days to a “special” mailed (certified, Fedex or registered) letter sent to their last known address requesting they return to work or if they fail to provide medical documentation signed by a physician stating the employee is unable to return to work and has been under the care of a physician, it shall be deemed a quit.

Note: Quits as defined in Section 2 (A) or (B) will not be subject to the grievance procedure.

C. If they are discharged.

D. If they are laid off for a period of time equal to their plant seniority at the time of layoff, but in no event to exceed four (4) years, except an employee who has completed twenty (20) or more years of service at the time of layoff, and is laid off after July 18, 1976, shall retain their plant seniority for a period of time not to exceed five (5) years.

E. If they are absent from work because of non-occupational illness for a period of time equal to their plant seniority at the time of illness but in no event to exceed twenty-four (24) months.

**Section 3.** The Company will furnish the Union every two (2) months with two (2) copies of the plant seniority list of all employees covered by this contract and will post such seniority lists by departments. The seniority lists shall be kept up-to-date by the Company.

**Section 4.**

A. In the event that an employee is transferred after July 18, 1961, on a special temporary assignment to an occupation in any other plant of Solutia Inc., they shall retain the seniority number they had at the time of their transfer from the Springfield Plant except that their plant seniority number shall be adjusted and their plant seniority number changed so that they shall not receive credit for length of service outside the Springfield Plant. In the event that an employee is transferred after July 18, 1961, on a permanent basis to an occupation outside the Springfield Plant, they shall lose all their seniority.

B. In the event that an employee is transferred to an occupation in the Springfield Plant, which is outside the bargaining unit as described in Article II. of this Agreement, they shall retain the seniority number they had at the time of the transfer except that if such transfer occurred after July 18, 1961, their plant seniority number shall be adjusted and their plant seniority number changed so that they shall receive no credit for the length of service outside the bargaining unit after July 18, 1961. If an employee is transferred to an occupation that is not included in the bargaining unit and subsequently transfers back into the bargaining unit, the Company will notify the Union in writing of such transfer. The placement of such an employee shall be negotiated by the Company and the Union. Following thirty (30) days of service in this occupation, such an employee may exercise their seniority and qualifying time in accordance with the provisions of this Agreement.

**Section 5.** Officers of the Union (consisting of President, Vice-President, Secretary-Treasurer, Recording Secretary), Grievance Committee members, Negotiating Committee members, Stewards, and Coordinator of Health and Welfare (the number not to exceed that provided for in Article XIV, Union Representation) shall during their respective terms of office, for the purpose of layoffs (cutbacks or reduction in the work force), or reassignment only, be deemed to have more seniority than other employees on their respective crew and in their respective departments so long as there is work in such areas which they have the ability to perform. For all other purposes, their actual seniority shall be used.

# ARTICLE X

Layoff-Separation Allowance

**Section 1.**  In cases of layoff, (cutbacks or reduction in the work force) the procedure outlined below shall be followed:

A. The Company shall determine the number of excess employees in the occupation in the department affected.

B. For the purpose of the cutback, Lead Persons, Planners, Trainers or any special assignments will revert back to their former occupation within the affected seniority area. In the event that they are not reduced or displaced, they shall immediately return to their lead status.

C. The excess employees cut back from an occupation, in inverse order of seniority, shall have the following options:

1. To enter the shift pool.

2. To be placed pending job bid.

3. To displace a less senior temporary employee in the occupation affected.

4. To displace a less senior employee in their permanent department, if qualified.

D. Employees placed in accordance with C.2. and C.4. above, and upon getting such job, shall be subject to a bidding restriction, from the time of being placed on such job, as described in Article XI.

1. Employees who are required to change from their permanent job under the provisions of this Section shall be guaranteed as a minimum no loss in compensation (base rate and shift premium, as applicable) for a period of twelve (12) months, **plus six (6) months at twenty-five percent (25%) of the difference between the holdover rate and the rate of their new permanent job**, from the date they are removed from the job as described above.

Holdover rate guarantees will cease:

1. When the employee enters a job having a compensation, as defined above, which equals or exceeds that of the job from which they are cut back, or
2. If the employee refuses to accept a permanent vacancy when offered, in the occupation and department from which they are cut back.

Only employees who have no option to remain in their permanent job shall be eligible for the guarantee described above.

F. An employee who is required to change their permanent job under the provisions of this Section shall be offered a subsequent vacancy, in the occupation from which they have been cutback. Only one offer to a permanent vacancy will be made. Such offers will be made prior to the posting of said vacancy and will be offered in seniority order to those displaced.

**Section 2.**  In the event of a layoff for a period of two (2) weeks or less, the Company will, insofar as possible, temporarily place the affected employees in vacancies elsewhere in the plant or in vacancies created by the layoff of the least senior employees in the plant. At the end of such a layoff, the affected employees will return to their regular jobs. Temporarily placed employees in the affected department will be paid at the basic hourly rate of their regular jobs during such temporary layoff.

A. If the Company chooses to retain or recall employees for partial operations from the affected line or area of a department for all or any part of the layoff period, such retention or recall will be from the most senior member in the O.C. code for which the work is to be performed. Before retaining or recalling by order of seniority, the Company will first choose the most senior-in-classification employee and then the most senior qualified employee (qualified in accordance with Article XI, Section 10 or Schedule 2).

B. If the Company chooses to retain or recall employees for general housekeeping from the affected line or area of a department for all or any part of the layoff period, then the most senior member in the O.C. code for which the work is to be performed will be retained or recalled.

**Section 3.** The Company will give the Union and the employees five (5) days’ notice of any intended layoff, excluding Sundays and holidays, except in circumstances beyond the control of the Company.

**Section 4.** An employee who is laid off from active employment as a result of economic curtailment on or after July 19, 1974, will be eligible for a separation allowance in keeping with the following provisions:

**I. Mode of Compensation**

The Separation Allowance is computed on the basis of years of continuous service with the Company. Continuous service for the purpose of this Agreement is defined as time spent working for the Company computed from the employee’s last date of hire. The maximum allowance for any given period of layoff shall be as follows:

|  |  |
| --- | --- |
| Allowance Schedule | |
| Years of Continuous Service | Maximum Allowance |
| Less than 1 year | $0 |
| 1 through 4 | $1,000 |
| 5 through 9 | $1,500 |
| 10 through 14 | $2,000 |
| 15 through 19 | $2,500 |
| 20 or more years | $3,000 |

**II. Method of Payment**

The Separation Allowance will be paid in weekly installments of $100 until the maximum allowance, as specified above, is paid providing the employee continues to meet the eligibility requirements contained in the Eligibility section (III.) of this plan.

Should an employee be recalled to active employment before exhausting this maximum allowance, payments will cease as of the effective date of recall. Any remaining balance will be available for payment in the event the employee is subsequently laid off before meeting the full reinstatement requirement specified below. However, in the event the employee meets the requirements for full allowance reinstatement, their payments will not exceed those specified in Mode of Compensation section (I.) above.

Any employee who is recalled to regular active employment after exhausting the maximum allowance payments will be ineligible for further separation payments until he has completed seventy-eight (78) continuous weeks of active employment at which time they will again become eligible for full benefits under Mode of Compensation section (I.) above.

All moneys paid, as Separation Allowance will be subject to applicable taxes and other required withholdings.

**III. Eligibility**

Separation Allowance is not payable to any employee who:

A. Resigns or abandons their employment for any reason.

B. Becomes deceased.

C. Elects normal or early retirement.

D. Is discharged.

E. Accepts a position in Solutia Inc., which is not within this bargaining unit.

F. Is receiving either occupational or non-occupational disability benefits until said benefits are exhausted and only then provided the employee is still on layoff status.

G. Receives total and permanent disability benefits.

H. Is recalled from layoff.

The above Separation Allowance shall not be paid in the event that the lack of work is due to a labor dispute or to fire, flood, water or power failure, or other act of God.

**Section 5.** Recall of laid-off employees will be on the basis of plant seniority provided the senior person is competent and physically able to perform the available work.

**Section 6.** An employee, who fails to appear personally at the Company Employment Office within five (5) days after the date on which notification to so appear has been directed to them, shall be deemed to have quit. Such notice shall be sent by “special” (certified, Fedex or registered) mail to the employee’s last address as it appears on the address record maintained in the Human Resources Department. At the time of sending such notice, a notification to the effect that it has been sent shall be forwarded to the Union. In the event an employee is unable to appear as required in this Section, because of illness or injury, and presents satisfactory proof of such illness or injury, their seniority shall be restored but such employee shall not be entitled to displace any other employee who has been previously recalled. Exceptions to the provisions of this Section may be made by mutual Agreement between the Company and the Union.

**Section 7.** No grievance arising under this Article shall result in any liability on the part of the Company prior to fifteen (15) days before the time such grievance was first presented in accordance with the regular grievance procedure.

**Section 8.**  In the event of a plant closure, the Company shall offer each bargaining unit employee outplacement services to assist them in obtaining other employment as soon as possible. Such services shall include training in the basics of resume’ preparation and employment interviewing.

The Company will notify other area Solutia Company Plants which have job openings of the availability of Bargaining Unit employees and provide necessary information about these employees. The Company will notify Bargaining Unit employees and refer them to relevant job openings in the area and at other Solutia Plants.

# ARTICLE XI

Job Posting and Placement

**Section 1.** Promotions to jobs having a higher job rate, transfers to jobs having the same job rate, transfers to lower job rates shift jobs with higher basic weekly pay, transfers to day jobs, transfers to oscillating shifts, transfers to lower job rates permanent jobs and transfers to lower rated jobs in seniority areas other than an employee’s current seniority area for which positions an employee has bid, will be made on the basis of seniority, ability and training to do the work. The submission and acceptance of all job bids is subject to the provisions of Section 5 of this Article. Where training on the job and ability are equal, seniority shall prevail. It is understood that training as specified in this Section shall be considered equal if qualified in accordance with the experience tables set forth in the Schedule 2.

**Section 2.**

A. In the event of a vacancy, notice of such vacancy shall be posted on the bulletin board for such seniority area. Such notice shall be endorsed with the date and time of posting at the time that it is placed on the bulletin board. Within five (5) days, subject to the provisions of Section 5 of this Article, any employee in such seniority area whose job rate is the same or lower than the job rate for the job opening, or in the event that it is a day job, oscillating shift job, or a lower job rates shift job at higher basic weekly pay, an employee in such seniority area may submit their name as an applicant for such vacancy.

B. The Company will make its selection within seven (7) days after the close of the bid period and the employee will be transferred within ten (10) days after the close of the bid period. Days as used in Sections 2 and 3 of this Article with respect to the selection and transfer of employees excludes Saturday, Sunday and Holidays. If subsequent job postings are necessary to replace the successful bidders, the original ten (10) days will be extended by an additional seven (7) days for each job posting.

C. Selection of employees will be made on the basis of job bids (except for those positions requiring unique leadership responsibilities, refer to Section 12) in the following sequence:

1. Submitted by qualified employees within a seniority area.

2. Submitted by qualified employees within the plant.

3. Submitted by most senior in the plant. An employee will be transferred within twenty-one (21) days after the close of the selection period provided the employee remains the successful bidder.

**Section 3.**  In the event that a vacancy is not filled by the procedure outlined in Sections 1 and 2 above, notice of such vacancy shall be posted on the bulletin boards throughout the plant. Within four (4) days, subject to the provisions of Section 5 of this Article, any employee may submit their name as an applicant for such vacancy. The Company will make its selection within seven (7) days after the close of the bid period and the employee will be transferred within ten (10) days after the close of the bid period. If subsequent job postings are necessary to replace the successful bidders, the original ten (10) days will be extended by an additional seven (7) days for each job posting. The filling of such vacancy will be made on the basis of seniority, ability and training to do the work. Where training on the job and ability are equal, seniority shall prevail. It is understood that training as specified in this Section shall be considered equal if qualified in accordance with the experience tables as set forth in Schedule 2. An employee will be transferred within twenty-one (21) days after the close of the selection period provided the employee remains the successful bidder.

**Section 4.** Effective July 18, 1991, in recognition of the extensive investment in training of individuals, the length of time that the Company may hold an individual(s) for continuity will be extended for the length of time it takes to ensure safe and effective operations of replacement team members.

A. Any time an employee is held any longer than would have been as outlined in Article XI, Sections 2 and 3 and the job that was bid to has a higher straight time rate, the employee will be compensated for the difference between their current rate of pay and the straight time rate of pay of the new job for all hours worked. In no event will an employee be held on their current job longer than four (4) months.

**Section 5.**  Any employee who desires to submit their name for a posted vacancy may do so by filling out an application form provided by the Company. This form shall be clock-punched with the time and date and deposited by the employee at the Main gate or 99, 92, 100 building in a box provided for such a purpose.

It is understood that an employee will accept the job with the earliest posting date for which they are the successful bidder. In the event that the employee is the successful bidder on two or more jobs with the same posting date, they will choose and accept one of these jobs. If, however, an employee bids on two or more jobs with the same posting date and one of these jobs is canceled prior to the close of the bid period, and they were the successful bidder on another, they will have the option to refuse or accept the job that was not canceled. Once selected, the employee will be eligible to bid, after the expiration of the time periods set in Schedule 2, based upon the job rate to which selected. These time periods shall begin on the date the employee reports to the job or twenty-one (21) days after the job is awarded whichever occurs first.

These restrictions shall not apply to employees bidding to a higher job rate job in their own department **except that:**

* **SEOIIs, SV/R Line Operators, and Saflex Raw Material Operators will also be eligible to bid RBPO or Powerhouse (with license) positions**
* **MHOs will be eligible to bid Production or Powerhouse (with license) positions, except MHOs who obtain a CDL license must remain in that position for a minimum of four (4) years.**
* **In the event there is a rate increase in the Powerhouse occupation, that results in a higher rate in that occupation as compared to the SEO I or RBPO rate, locked in Local 288 employees working in the RBPO and SEO I occupations will be allowed to bid into this occupation.**

If an employee must go to the pool because their permanent job is no longer available to them, the above restrictions shall not apply.

**Section 6.**  This Article shall not apply to any transfer to an occupation outside the bargaining unit as described in Article II (Recognition) of this Agreement.

**Section 7.** The Company reserves the right to select and appoint employees to supervisory positions.

**Section 8.**  If an employee is promoted from one occupation to another or is transferred at Company request from one occupation to another, and it appears within ninety (90) days, in the opinion of the Company, that they are not competent to do the work of the new occupation, their placement will be in accordance with Article X, Section 1.C. (1. and 2.). Before such placement is made, the matter will first be discussed with two (2) representatives designated by the Union.

**Section 9.**  The Human Resources department shall notify the Union of the name of each employee who has been selected for a job vacancy within five (5) days after the selection has been made in accordance with the provisions of this Article.

**Section 10.** The experience table set forth in Schedule 2 refers to work performed in specific occupations while employed with the Company.

**Section 11.**  Any seniority area or occupation can have a Utility person within it. The Utility person will perform the same duties as any person in the seniority area or occupation but will not be part of the regular rotation except as deemed necessary by management to maintain their proficiency in all tasks. The Utility person can be utilized to provide replacement coverage for people in the seniority area or occupation it is assigned to and also on special assignments for any length of time**.** This may require adjusting the crew rotation for one or more shifts. The Utility person will be assigned to a shift designated by business needs.

“PVR / Trainers” can be utilized to train or to provide replacement coverage for people in any occupation as long as it is within the same Seniority Area.

Utility persons will not be required to work more than seven (7) consecutive days without a day of rest or be required to change shifts more than one time in any work week.

Current PERMANENT VACANCY REPLACEMENTS will have their records changed to reflect this change in the occupation name.

**Section 12.**

A. Selection for positions requiring unique leadership responsibilities including Quality Control Technicians and Quality Control Lead Technicians will be made by a joint management and labor team at the department level, composed of two (2) management and three (3) wage representatives, two (2) of whom will be union officers. Decisions as to selection will be made by team consensus. Department management retains the ability to make the selection in the event the team fails to reach consensus with the union retaining the right to grieve that selection. Where relevant education, training on the job, skill and ability are equal seniority shall prevail.

B. Before such jobs are posted, the company will have a written selection criterion. The assigned selection team prior to any bids will review the criteria. If there are a large number of bidders for any one job, at least the top five (5) senior candidates will be interviewed.

C. Definition of Ability as it applies in the selection to Quality Control Technicians and Quality Control Lead Technicians, Lead jobs, Planners, trainers and any other special assignment.

1. Production:

(a) Demonstrated ability to monitor operations from control room and make decisions on process on control information.

(b) Demonstrated ability to plan as defined by coordinating maintenance activities and timely action to maintain production schedules and shipments.

(c) Demonstrated ability to handle emergency situations; spill control, shutdowns, etc.

(d) Demonstrated ability to troubleshoot.

(e) Demonstrated in-depth knowledge of department and plant safety procedures.

(f) Demonstrated ability to communicate both verbally and in writing.

2. Maintenance:

(a) Demonstrated ability in craft skills.

(b) Demonstrated ability in other skills including job planning, layouts, technical understanding and calculations.

(c) Demonstrated in-depth knowledge of department and plant safety procedures.

(d) Demonstrated ability to troubleshoot.

(e) Demonstrated ability to communicate both verbally and in writing.

3. Building 99 Laboratory

(a) as defined in job description.

Active discipline in file can be used to reduce eligibility.

**Section 13.** “Qualified” status is limited to thirty-six (36) months. The maximum time that a person in Manufacturing Areas (currently SEO l, SEO ll, RPO, RB operators, Lab personnel) can bid on a job as a “qualified bidder” will be limited to thirty-six (36) months from when they were released from the previous job.

This means that once a person bids to another job, they are no longer able to bid as “qualified” on their previous job (or any previous job) after thirty-six (36) months. **If an employee works for any duration in the occupation which they bid from, the thirty-six (36) month window for qualification will be extended from the last date on which the employee worked in that occupation.**

Since jobs, technology and training requirements change so quickly the person in reality is no longer “qualified” after **a period of thirty-six (36) months elapses with no work experience in that occupation.**

Working overtime in another occupation code (OC) will no longer count as qualifying time unless it is overtime in a position considered to be an upgrade. An upgrade is defined as a situation when a shift worker works overtime on a day job or a when any person works in a Lead position.

**Section 14.** In the mutual interest of selecting more senior employees for promotion, the Company and the Union agree that performance in temporary upgrade opportunity provides the best means for obtaining qualification time leading to subsequent selection on a permanent basis. Consequently, employees interested in such higher-level jobs on a permanent basis are urged to accept such temporary upgrade jobs when they occur.

**Section 15.**

A. Employees hired into a specific craft, after July 18, 1982 will not be permitted to bid out of the occupation for a period of **two (2)** years from their date of hire, except that they may bid to the lead position in that occupation, if applicable.

B. Boiler operators hired after July 18, 1982 will not be permitted to bid out of the occupation for a period of ten (10) years from their date of hire. The bumping privileges of all above-mentioned employees, from paragraphs A. and B. of this Section, will be the same as those of any other employee, as spelled out elsewhere in the contract.

C. PSA’s hired after July 18, 1988 will not be permitted to bid out of the occupation into which they were hired, except that they may bid to the lead position in that occupation, if applicable, and may also bid to the Utility occupations, and Stores/Receiving Clerk (OC 526). At no time will an employee who was hired as a locked-in PSA be allowed to hold a position or occupation on the site other than those specified as available to them under this section. The only exception to the above is where a previously hired and locked-in PSA is successful as a competitor for a new hire position with the Company; that employee will no longer be considered a locked-in PSA and will assume their new duties without suffering a break in service or seniority.

D. Quality Control Technicians and Quality Control Lead Technicians who are hired into this position after July 18, 2010 will not be permitted to bid out of the occupation for any position for a period of **two (2)** years from the date they assume the position and employees who successfully bid into this position after July 18, 2010 will not be permitted to bid out of the occupation for any position for a period of **two (2)** years from the date they assume the position.

# ARTICLE XII

Grievance Procedure

**Section 1.** Grievances as to the meaning or application of the provisions of this Agreement and any other formally executed agreements between the Company and the Union shall be settled as provided below. However, any settlement of a grievance under this Article shall, in no way, violate this Agreement.

**Section 2.** Any employee has the right to present their own grievances directly to their Foreman or Supervisor.

**Section 3.** Except as provided in Section 2 above, all grievances shall be adjusted within a reasonable period of time (this should not exceed ten (10) days by either party unless mutually agreed to) in the following manner:

# Step I

Between the Assistant Foreman or Foreman and the department Steward, and in the presence of the aggrieved employee if they so desire.

# Step II

Should they fail to reach a satisfactory adjustment in Step 1, they may with a Grievance Committee member take the matter up with the Supervisor and Superintendent.

# Step III

If no agreement is reached at Step II, the matter will go to the Grievance Committee which may take it up with the Plant Management at a meeting or meetings to be held each month on the third Thursday (or the next business day if a holiday occurs), normally in the afternoon, or as early as 10:00 a.m. by mutual agreement and such additional days as required at the request of the Chair of the Grievance Committee.

In order to facilitate the discussion, the Union agrees to submit to the Company for the regular monthly meetings, grievances in writing, signed by the aggrieved, shop Steward, Foreman, and Supervisor, not later than on Monday before the regular monthly date. If such a Monday falls on a holiday, the Union will deliver the grievances on the following working day. The Company agrees to meet with the Grievance Committee as expeditiously as possible when occasion demands to settle urgent and especially important grievances.

The Business Agent of the Union, or other authorized union representative, will be recognized to assist in the settlement of grievances, which have been referred to Step III.

# Step IV

**Arbitration**

In the event that a mutually satisfactory settlement of any grievance relative to discharge, layoff or interpretation of any provision of this Agreement cannot be reached, either the Union or the Company may within thirty (30) days of the final decision of Step III of the grievance procedure, give notice to the other party of its desire to arbitrate. Immediately following the receipt of such notice, the parties will attempt to select a mutually satisfactory impartial arbitrator. They shall also jointly stipulate the nature of the dispute to be arbitrated. Should they fail to reach agreement on the selection of an Arbitrator within fifteen (15) days following the receipt of the aforesaid notice, either party may request the American Arbitration Association to appoint an Arbitrator. The Arbitrator shall not have the power to add to or subtract from, or modify any of the language of this Agreement supplemental hereto. A decision shall be rendered by the arbitrator within fifteen (15) days after the hearing of the case and the decision of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement. Each party shall bear its own expenses in connection with such arbitration and the expenses of the arbitrator shall be borne equally by the Company and the Union.

**Section 4.** Except as otherwise provided in this Agreement, any grievance submitted for adjustment in accordance with the grievance procedure set forth in Section 3 of this Article must be presented within thirty (30) days following the occurrence of the events giving rise thereto except that no grievance concerning the discharge of an employee shall be valid unless presented in writing at the First Step of the grievance procedure within ten (10) days of the date of discharge. Should a discharged employee be reinstated at a future date by an arbitration award, and such award includes back-pay provisions, such award will be limited to forty (40) hours per week straight time wages only.

# ARTICLE XIII

Disciplinary Procedure

**Section 1.** When an employee’s work is considered by the Company not up to the proper standards of the plant, the employee, the President of the Union, and the Steward concerned will be notified in writing and the employee will be given an opportunity to bring their work up to the proper standards. The employee’s shortcomings regarding their work will be stated in the written notice. Following such notice, the employee will be expected to bring their work up to the proper standards within one (1) week and continue it at that level. In the event the employee shall fail to do so or in the event that they again fall down in their work within one (1) year from the date of such notice, they will be subject to discharge. A disciplinary letter shall not be used one (1) year beyond its date of issuance in any subsequent disciplinary action. However, nothing in this Section shall limit the Company’s right to discharge an employee immediately for proper cause.

**Section 2.** In accordance with the provisions of the Agreement of February 18, 1951, as amended hereto, verbal warnings, written warnings and disciplinary actions will be handled in accordance with the following procedure:

A. Verbal Warnings: Before being given, there shall be a discussion with the employee and shop Steward.

B. Written Warnings: Before being given, there shall be a discussion with employee, shop Steward and a member of the Grievance Committee.

C. Discipline: Before being administered there shall be a discussion with employee, shop Steward and two (2) additional Union representatives (Union President and Chairperson of the Grievance Committee or someone designated in their absence).

D. Before any employee is sent home for the balance of this shift for a major infraction of Company rules, or failure to perform their work assignment pursuant to the Union contract, the matter shall be discussed with the employee and the department Steward or, in their absence, another Union representative designated by the Union.

E. In the event that the Union disagrees with disciplinary action taken in Section 2.C. above, the First and Second steps of the Grievance Procedure will be waived.

# ARTICLE XIV

Union Representation

**Section 1.** Upon the election or appointment of any employee to serve as a Union officer or a Union representative (Grievance Committee member, Negotiating Committee member, Steward, or Coordinator of Health and Welfare), the Union shall notify the Human Resources Team Lead in writing. All of the foregoing shall be employees, with seniority, on the active payroll of the Company at the time of their election or appointment to office. No Union representative will be recognized as such unless such notification has been given.

**Section 2.** The number and jurisdiction of Stewards has been mutually agreed upon by the Company and the Union. The increase or decrease of the number of Stewards will be discussed by the parties whenever necessary in an attempt to reach a mutually satisfactory agreement.

**Section 3.** The Grievance Committee shall be composed of not more than four (4) committee members. The duties of the Grievance Committee members shall be limited to those duties set forth in Article XII, Section 3, Steps II and III of the Grievance Procedure, and in Article XIII, Section 2 of the Disciplinary Procedure.

**Section 4.**  The Negotiating Committee shall be composed of not more than seven (7) committee members. The duties of the Negotiating Committee shall be limited to the following:

A. Meeting with Company representatives for the purpose of negotiating concerning this collective bargaining Agreement at such time as is provided therefore immediately preceding the expiration date as specified in Article XXI hereof.

B. Attending other meetings as agreed upon by the Company and the Union for the purpose of amending or supplementing this Agreement.

**Section 5.** A Union representative shall inform their immediate supervision when it becomes necessary to leave their work for the purpose of handling grievances or performing such other duties as are specifically provided for in this Article. They shall make known their destination and report to their immediate supervision at the time of their return. If their immediate supervision is absent, they shall make known their destination and report back to a designated alternate, which the Company shall specify. No other employee shall stop their work for any purpose related to the investigation or settlement of grievances without notifying their immediate supervision.

**Section 6.** Grievance Committee members and Stewards may not solicit, but may receive, discuss and handle grievances (as provided in Article XII, Grievance Procedure) and may attend disciplinary meetings (as provided in Article XIII, Disciplinary Procedure) on the premises of the Company during working hours except where any such activities unreasonably interfere with their work. No deduction shall be made for regularly scheduled working time lost by Grievance Committee members and Stewards in performing their duties as provided in Article XII, Grievance Procedure, or attending disciplinary meetings as provided in Article XIII, Disciplinary Procedure.

**Section 7.** No deduction shall be made for regularly scheduled working time lost by members of the Negotiating Committee in performing their duties as specified in paragraphs A. and B. of Section 4 of this Article.

**Section 8.** No other business of the Union shall interfere with the regular duties of the employees.

**Section 9.** An officer of the Union or a Union delegate shall be granted leaves of absence without pay for the purpose of attending Union conventions, subject to the following terms and conditions:

A. At least ten (10) days notice of the necessity for such leave of absence shall be given to the Company by the Union except in circumstances beyond the control of the Union, provided at least three (3) days notice is given.

B. Such leaves shall be granted to not more than seven (7) officers and delegates at any time, unless mutually agreed to by the Company and Union.

C. No individual officer or delegate shall be granted leaves of absence for such purpose in excess of thirty (30) days in the aggregate calendar year.

Upon application made by the Union in writing certifying that an employee has been appointed or elected to a position in the Union or its parent body necessitating a leave of absence, such leave without pay shall be granted for a period not to exceed one (1) year. The Company may extend such leave.

# ARTICLE XV

Union Security

**Section 1. Agency Shop**

1. Subject to applicable law, all employees who as of the date of this Agreement are members of the Union in good standing in accordance with the constitution and by-laws of the Union or who become members of the Union following the effective date of this Agreement shall, as a condition of employment, remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues, uniformly required, for the duration of this Agreement.

B. Subject to applicable laws, all present employees who are not members of the Union and all individuals hired after the effective date of this Agreement, shall, beginning on the sixtieth (60) day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues, uniformly required, is concerned, or, in lieu of such Union membership, pay to the union an equivalent Service Charge.

C. The Union recognizes and accepts sole responsibility for any action arising out of any Union demand for the discharge of any employee pursuant to the terms of this Agreement. In any and all cases where the Company complies with the Union’s demand and discharges the employee, the Union shall indemnify and hold the Company harmless for any resulting liability, including, but not limited to back pay, lost benefits, interest costs, expenses, reasonable attorney’s fees and other damages.

**Section 2.** Union Dues or Service Charge Deduction Authorization:

A. The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article II hereof, who individually in writing, duly authorizes their Company Paymaster to do so, will deduct weekly from the earnings payable to such employee, the weekly dues for such employee’s membership in the Local, or equivalent Service Charge, and shall remit promptly to the International all such deductions.

B. Subject to applicable laws, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

C. The Union agrees to indemnify and hold the Company harmless for any liability from any action or actions growing out of these deductions commenced by an employee against the Company, and assumes full responsibility for the disposition of the funds so deducted. Furthermore, any dispute relative to a deduction authorization, which might arise, shall be settled between the Union and the disputant, and the Company will not be held liable for any funds involved in such dispute.

# ARTICLE XVI

Service in the Armed Forces

**Section 1.** The Company and the Union agree to abide by and comply with applicable Federal and State laws applying to re-employment of employees who enter the Armed Forces of the United States. It is understood that compliance with the foregoing provisions may result in demotions or layoffs, and that the Company shall be free of any liability to any employees affected thereby.

**Section 2.** Any employee who leaves the employ of the Company to enter the Armed Forces of the United States shall be granted the vacation allowance to which they are entitled in accordance with the provisions of Article VIII, Vacations. They shall also receive a vacation allowance for each month of service in the current year to be computed as provided in such Article.

Any such employee who leaves the employ of the Company to enter the military service as provided in this Article and who returns to work on or before September 1 will receive two (2) weeks’ vacation with pay during the calendar year of re-employment. Any such employee who returns after September 1 will receive two (2) weeks’ vacation with pay during the next vacation period. In no case, however, shall an employee receive more vacation time under the provisions of this Article than they would have received if they remained in continuous active employment with the Company.

**Section 3.**  The Company and the Union will endeavor to place employees returning from the Armed Forces of the United States who are physically unable to perform their regular work at work which they are able to perform.

**Section 4.**  The Company will make up the difference between an employee’s military pay and regular pay for up to a period of twenty-one (21) days per year while the employee is performing reserve duty.

**Section 5.** Should the Employee be on rotating shifts, the Company will make up the difference between an Employee’s military pay and regular pay for any Reserve Duty that falls on the Employee’s regularly scheduled weekend shift provided the Employee can provide written documentation that the weekend assignment is “Required” to sustain “Active” Reserve Duty Status.

**ARTICLE XVII**

Strikes, Stoppages, and Lockouts

There shall be no strike or stoppage or slowdown of work of any kind, and no lockout during the life of this Agreement.

# ARTICLE XVIII

General Provisions

**Section 1.**  The bulletin boards adjacent to the Main gate, West gate, Bldg. 99, middle gate, and South Plot Gate (Resimene), in addition to the departmental bulletin boards, may be used by the Union for posting notices and reports of Union activities. Such notices must be approved before posting by the Human Resources Team Lead.

**Section 2.** In the event of the termination of this Agreement with any resulting interruption of work, the Company and the Union shall mutually agree as to the number of employees in the bargaining unit needed for power plant, emergency maintenance and fire protection who shall continue to work. The number of such employees shall be determined by the parties before employees in the affected departments leave their jobs. The Section shall survive any termination of this Agreement for the purposes herein set forth.

**Section 3.** In compliance with federal and state law, the Company and Union agree not to discriminate against an employee because of an individual’s race, creed, color, national origin, religion, age, handicap, sex, sexual orientation or Union affiliation.

**Section 4.**  The Company agrees to provide its employees with suitable facilities such as toilets, washing, and eating facilities as required by the applicable laws of Massachusetts.

**Section 5.** The Company agrees to maintain proper working conditions as required by the applicable laws of Massachusetts.

**Section 6.**  Each employee shall be responsible for the reasonable cleanliness of their work area and proper use of the equipment and machinery used by them.

**Section 7.** All employees, shift and day workers, will receive smoking, rest, or lunch periods in accordance with the following schedule:

Shift Workers -

1st Shift - 7:00 a.m. to 3:00 p.m.

• 1st rest period - 10 min.

(between 9:00 a.m. and 10:00 a.m.)

• 2nd rest period - 10 min.

(between 12:00 Noon and 1:00 p.m.)

2nd Shift - 3:00 p.m. to 11:00 p.m.

• 1st rest period - 10 min.

(between 5:30 p.m. and 6:30 p.m.)

• 2nd rest period - 10 min.

(between 9:00 p.m. and 10:00 p.m.)

3rd Shift-11:00 p.m. to 7:00 a.m.

• 1st rest period - 10 min.

(between 1:30 a.m. and 2:30 a.m.)

• 2nd rest period - 10 min.

(between 4:00 a.m. and 5:00 a.m.)

12 Hour Rotating Shift Employees -

Days (7:00 a.m. to 7:00 p.m.)

* 1st rest period – 10 min.

(between 9:00 a.m. and 10:00 a.m.)

* 2nd rest period – 20 min.

(between noon and 1:00 p.m.)

* 3rd rest period – 10 min.

(between 4: 00 p.m. and 5:00 p.m.)

Nights (7:00 p.m. to 7 a.m.):

* 1st rest period – 10 min.

(between 9:00 p.m. and 10:00 p.m.)

* 2nd rest period – 20 min.

(between midnight and 1:00 a.m.)

* 3rd rest period – 10 min.

(between 4:00 a.m. and 5:00 a.m.)

Day Workers (7:00 a.m. to 3:00 p.m.) -

* 1st rest period - 15 min.

(between 9:00 a.m. and 10:00 a.m.)

* lunch period - 30 min.

(between 11:00 a.m. and 12:30 p.m.)

The specific time at which the smoking, rest, or lunch period is taken must be controlled by the First Line or Shift Supervisor. The violation of these rest, smoking or lunch periods is a major infraction of the plant working rules and consequently can result in dismissal.

**Section 8.** A 15-minute wash-up period on Company time shall be allowed to Resimene operators that perform task that involve the handling skin-irritating materials. This time shall be taken before the regularly scheduled quitting time, unless otherwise instructed by their immediate supervision. Maintenance employees working in the above department shall be permitted to wash up on Company time. If the work involved is of short duration, or is of such a nature that wash-up time is not necessary, it need not be granted. In the event that a process is changed or new materials are used that warrants the application of this section to additional jobs, such extension is subject to Company-Union Agreement.

**Section 9.**

A. The normal working hours for shift employees will be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. The normal working hours for 12 Hour Rotating Shift employees will be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

B. The normal working hours for day workers shall fall between the hours of 7:00 a.m. and 5:00 p.m., but the actual hours for any such day shift shall be determined by the Company.

1. It is understood that all work schedules in effect as of the date of this agreement shall remain in effect for the duration of this agreement. The establishment of new schedules, including fixed shift schedules, shall be a matter of discussion and agreement between the company and the union.

D. Work schedules for shift workers will be posted on department bulletin boards three (3) days prior to the start of the schedules. In the event that unforeseen changes in production requirements necessitate changes in the schedules, such changes will be posted as soon as possible.

**Section 10. Day Shift Flex-Time:**

1. This proposal applies to starting the regular shift 2 hours earlier or later than scheduled and allowing an individual to complete either an 8 or 10 hour day.
2. This schedule will be set up on an individual basis and will be at the discretion of the department supervisor and will be subject to department needs and work load.
3. This schedule will be on a voluntary basis and will be used for special circumstances only.
4. Applies to day shift groups, Local 288.
5. When allowed, this will not constitute a change of shift.
6. Supervision will receive in writing all requests 24 hours prior to the start of the flex-time.
7. A separate request form will be submitted for each flex-time requested. Each request will be reviewed individually.
8. Approved requests will be faxed/provided to the OT Administrator by 3:00 p.m. of the day prior to the requested flex-time day.
9. One half hour increments will be the norm for requesting flex-time.
10. Flexing to start your shift early will eliminate incoming shift overtime.
11. Flexing to end your shift later will eliminate outgoing shift overtime.
12. When the overtime list passes your position for overtime and you are flexing, you will be charged.
13. This will be a (6) month trial period beginning 30 days following the date of this agreement. The Company may, at its sole discretion, continue, modify or terminate the Day Shift Flex Time provision.

**Section 11.** It is the Company’s policy not to have supervisory employees do the jobs regularly performed by hourly employees. The Company shall make every effort to see that this policy is strictly followed by supervisory employees. It is not, however, the intention of this policy to prevent supervisory employees from performing any necessary work in the instruction or training of employees, or in operating equipment or processes in emergencies, or in performing necessary work for experimental or developmental purposes.

**Section 12.** The Company will continue its present practice of paying regular straight time earnings up to a maximum of five (5) days during absence from duty of hourly employees when such absence is caused by a death in the employee’s immediate family. An immediate family shall be limited to parents, step-parent, husband, wife, brothers, sisters, children and step-children. Regular straight-time earnings will be paid up to a maximum of three (3) days during absence from duty of hourly employees when such absence is caused by death in the employee’s family. Family for this purpose shall be limited to parents-in-law, brothers-in-law, sisters-in-law, grandparents and grandchildren, sons-in-law and daughters-in-law, step-parents-in law. **Regular straight-time earnings will also be paid up to a maximum of three (3) days during absence from duty of hourly employees to attend the services of a “Domestic Partner”. To be a “Domestic Partner” the partner must live with the employee.**

Inasmuch as the three (3) or five (5) days allowable is a discretionary maximum and not a mandatory amount of time, the employee’s working schedule shall be examined for purposes of determining the actual number of working days for which payment shall be approved. Rotating shift employees will be compensated according to their work schedule for the number of working days approved for this payment.

A. If the death in the family occurs while an employee is on vacation the compensable time will not count as vacation. The number of days absent due to bereavement will be taken in the next regularly scheduled workdays following the vacation end.

B. The Company will pay regular straight time earnings for the “funeral day” only for an absence that is caused by the death of an employee’s **grandparent-in-law,**

1. The time for which employees are paid during the leave of absence because of death in the family shall not be credited towards hours worked for purposes of computing overtime in excess of forty (40) hours in any work week or for purposes of sixth and seventh day computations.

**Section 13.** The Company and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

**Section 14.** If any provision of this Agreement shall be ruled illegal by a final decree of a court of competent jurisdiction, all other portions of this Agreement shall remain valid, in force and not affected thereby.

**Section 15.**

1. Effective July 19, 2009, non-craft personnel will be expected to perform maintenance work which they can safely and reasonably do in their departments, including the use of tools and including assisting craftspersons. This includes repairing minor leaks, removing and installing pipe fittings for the purpose of sampling or unplugging lines, blanking lines, connecting and disconnecting tank cars, filter workand other situations where use of tools would aid in maintaining the department. This Agreement is not to be utilized for removing or installing of any major equipment.
2. Effective July 19, 2009, the parties acknowledge that certain work can be safely and reasonably performed by either craftspersons or non-craft personnel. This includes cleaning and replacing filters, routine cleaning and unplugging of process equipment and routine inspection of certain equipment.
3. Effective July 19, 2009, Production, Material Handling and Lab personnel are expected to perform any work assigned to them which they can safely and reasonably do. The intent of this provision is to assign work that management has determined to be a higher priority. Only people capable of performing the work will be assigned. Assignments can be for any length of time and outside of a person’s occupation as long as it is within a person’s seniority areawith the following exceptions:
   * + Saflex employees and MHOs will be allowed to retrieve materials and supplies from 99 building and 97 warehouse as needed and bring material and finished goods to 99 building and 97 warehouse (this includes all storage cells). Additionally, Saflex employees and MHO’s can perform certain work including: repackaging of all rolls, flipping rolls, and housekeeping in either building. **Saflex employees and shift MHO’s can perform certain work including: extra B1 driver and packout of crates.**
     + RB, Resimene and MHO employees will be allowed to retrieve materials and supplies from 89 warehouse & 64 warehouse as needed and bring materials and finished goods to 89 warehouse & 64 warehouse. Additionally, employees in these seniority areas can perform certain work including: **loading resin bags (external customers),** flagman duties for their respective units, loading the drum conveyor. It is not the intention of this provision to move Resimene Operators to RB or RB Operators to Resimene.

D. Effective January 1, 2010 Shift Master Mechanics and Shift Systems Specialists will be expected to assist each other to perform any maintenance-related work that they can safely and reasonably perform.

It is not the intent of this provision to use flexibility to reduce the number of jobs, which have these tasks as part of their duties.

**Section 16.** It is agreed that to facilitate departmental training, employees on shifts may be assigned to a day schedule for a reasonable period of time (not to exceed six (6) months for new job entrants and two (2) months for qualified employees). While working on a day shift, under this provision, the employee will continue to receive shift premium for actual hours worked, will still be entitled to additional vacation pay entitlement and will be allowed to work overtime.

**Section 17.** It is understood that to facilitate training and education, all employees are expected to share their knowledge and experience with each other. This includes operator to operator, mechanic to mechanic, mechanic to operator, lab to operator, operator to engineer, mechanic to engineer, etc.

**Section 18.** It is agreed that to support business needs in the most timely manner, in-process, and raw material testing as practicable, can be performed by operating department personnel.

**Section 19.** Contracting Out Work - Pursuant to the discussions and understandings reached in 1961 contract negotiations, the Company agrees to continue its present practice of meeting with Union representatives before contracting out maintenance work normally performed by bargaining unit employees. The Company will make every good faith effort to inform the Union seven (7) days prior to the start of the contracted work.

**Section 20.** All employees will be allowed two pairs of safety shoes each year. Effective January 1st, 2010 the Safety Shoe Allowance will increase to $125.00 per pair. As an option, employees can purchase one pair for the price of $170.00. Employees can use up to $20.00 per certificate per year for foot related products. If these safety shoes are verifiably damaged in the course of employment during the year, the Company will provide replacements up to the certificate value. Safety Shoes are required to be worn in all designated areas of the plant.

# ARTICLE XIX

Non-Occupational Accident and Sick Leave Plan

**Section 1.** This plan is provided to aid employees covered by this Agreement in meeting their expenses during prolonged absences resulting from non-occupational illness or injury.

**Section 2.** Any employee who has one or more years of service as provided in Article VIII of this Agreement shall be eligible for a maximum of twenty-six (26) weeks’ non-occupational benefit per illness/injury per Sections 4A and 4B below. An employee who has more than thirty (30) days but less than one (1) year of service will be eligible for a maximum of twenty-six (26) weeks’ non-occupational benefit for one illness/injury per Section 4D below.

**Section 3.** Under the conditions and subject to the restrictions provided in this Article, the Company agrees to provide disability benefits in accordance with the Disability Plan for the second and subsequent days of absence so long as the employee is disabled and under the care of a physician.

**Section 4.** **An Explanation of Benefits Schedule:** The following method will be used for determining daily benefits based upon an eight (8) hour workday, normal forty (40) hour, five (5) day workweek:

1. For employees who have more than one (1) year of service, the benefits provided under our Short-Term Disability Plan will provide 80% of the employee’s pay for the second day and subsequent days for a period of one (1) month. **Employees who are approved to receive sick and disability benefits will be allowed to use Bank Day hours to cover “waiting period” hours not covered by the sick and disability benefit.** Disability income protection in the second through sixth months will be provided at 100%.

**B.** For employees who have more than one (1) year of service, the percentages are for regular forty (40) hour straight time earnings, exclusive of shift and other premiums and overtime. To calculate the daily disability benefit, use the employee’s hourly base rate (excluding any shift premium or tool allowance, etc.), multiply by forty (40) hours per week, then multiply by percentage of disability pay due (80% or 100%) and divide by seven (7) in order to determine the daily disability rate.

1. For employees who have more than thirty (30) days but less than one (1) year of service, the disability benefit will be one hundred dollars ($100.00) per scheduled workday beginning after five (5) scheduled workdays of absence while under the care of a physician. If the employee is hospitalized, the five (5) day waiting period will be waived from the first day of hospitalization.

**Section 5.** Daily benefits provided for herein shall be offset by any disability benefits provided through State or Federal legislation or any weekly sickness and accident benefits provided over and above present weekly benefits included in the Disability Plan.

**Section 6.** Employees absent for two (2) or more days due to illness or injury must complete the medical absence form to receive sick and disability benefits. Employees absent for five (5) or more days must also be examined and approved by the Company before returning to work.

**Section 7.**

A. The Company and the Union will endeavor to give preference in occupational assignments to employees who may be unable to perform the work of their regular occupations efficiently due to non-occupational reasons such as illness, injury or long years of service. In so doing, such employees will be offered jobs which are vacant at the time they are being medically displaced from their current job, up to a maximum of the Utility job rate. If no such job is available or if the employee prefers, they may be placed in the Shift Pool. All selections, Shift Pool assignments, and/or subsequent bids of such employee will be in conformance with their medical restrictions.

B. It is incumbent upon the employee to keep management informed of their medical condition. If the employee’s physician or independent medical examination shows that the employee may perform any productive work, the employee must return to a position when offered. Failure to do so or promptly submit further medical documentation acceptable to the Company regarding continued total disability will be considered a quit.

**Section 8.** It is the Company’s policy to communicate all light duty assignments to the affected employee and Union leadership. The employee will sign the light duty notification form indicating that they have been notified. This does not indicate agreement between Company and the employee.

**Section 9.**

A. Employees can be eligible for “Transitional Duty” with the following guidelines:

1. If injury/illness is a non-occupational injury/illness only.

2. The injury/illness is temporary in nature and not a permanent condition.

3. If business needs warrant, the Company may offer an employee a “Transitional Duty” job.

4. The employee has been out of work for at least one (1) month.

5. The “Transitional Duty” cannot result in a newly created job and is not a permanent job.

B. Procedure to be eligible for a “Transitional Duty”:

1. The Employee provides the Medical department with adequate documentation detailing the nature and extent of injury/illness, including any restrictions.

2. The employee signs a release of information between their treating physician and the Company Doctor for purposes of medical evaluation.

3. The Business Unit Leader or Management representative determines whether there are any “Transitional Duty” jobs available.

4. The requirements of a “Transitional Duty” job are given to the Medical/HR departments for review and comparison with the medical restrictions for the employee.

5. If the employee is able to perform the “Transitional Duty” job and one is available it will be offered to the employee and the Union will be contacted.

6. Each case will be individually reviewed and will be non-precedent setting in nature.

7. The employee will not be eligible for overtime during the length of the “Transitional Duty”.

8. The length of “Transitional Duty” is subject to the business needs and may end before the employee is released to work without restrictions.

**Section 10.** No payment shall be made for:

A. Service with another employer while employed by the Company.

B. Any period of disability during which the employee is not under treatment of a licensed physician.

C. Any disability occurring while an employee is absent because of layoff, leave of absence, strike, holidays for which they receive holiday pay, or vacation, except that an employee who is unable to return to work because of illness or injury sustained while on vacation or holiday, shall qualify for benefits under this Agreement on the second and subsequent days of absence following the holiday or last day of their vacation period.

D. Any illness or injury due to or caused by willful misconduct:

1. Employee’s intention to injure them self or another.

2. The use of alcohol or habit-forming drugs. However, up to eight (8) weeks’ supplemental benefits will be paid for the employee’s initial confinement in an accredited treatment center approved by the Company beginning with the first full day of stay and ending with the last day of stay in the treatment center, provided that the employee remains in the facility for the full and continuous period recommended by the treatment center. The Company reserves the right to authorize alternative methods of outpatient treatment.

3. Participating in any criminal or unlawful act.

E. Any disability caused directly or indirectly by riot, enemy action or war.

**Section 11.** All benefits under this Agreement and the right thereto shall cease immediately upon termination of employment for any reason whatsoever including the layoff of the employee.

**Section 12.**

A. An employee must present satisfactory evidence showing that their absence is caused by non-occupational illness or injury within the meaning of this Agreement. Such evidence shall be furnished on forms provided by the Company.

B. The absence of an employee must be reported to the Company within seven (7) days unless prevented by causes beyond their control. The report shall be made by the employee, a member of their family or their physician.

C. An employee must adopt such remedial measures as may be necessary or appropriate to recover from their illness or injury. They shall permit such examination and inquiries by the Company’s medical representatives as may be required.

**Section 13.** The Company agrees to pay wage employees vacation time in addition to sick pay in situations where they have unused vacation time remaining at the end of the contractual vacation year and are out of work due to an approved personal injury or illness.

This policy is not retroactive, from June 5, 1996, and does not set precedent in pay practices with regard to pyramiding multiple negotiated benefits. It is meant to recognize the right of employee access to the value earned vacation time, which the employee has accrued but cannot use before the end of the vacation year through no fault of their own.

**Section 14.**  Any employee who is guilty of submitting a false claim or who is guilty of malingering shall be subject to discharge.

**Section 15**. **Absentee Policy**: The Company will allow employees up to 8 hours per year of excused absence time for evaluation or treatment of their own medical condition provided they submit their request to their supervisor 24 hours in advance. Employees whose health related concerns require additional time away from work will be reviewed on an individual basis by the Medical Department. In all cases, written documentation from a certified health care professional must be provided to the Medical Department.

# ARTICLE XX

Occupational Injury and Illness

**Section 1.** This article is provided to aid employees, covered by this Agreement, when they are absent due to an occupational illness or injury.

**Section 2.**  Any employee who has one or more years of service as provided in Article VIII of this Agreement shall be eligible for a maximum of twenty-six (26) weeks’ occupational benefit per illness/injury. In the case of an occupational disability, the probationary period is waived.

**Section 3.** Under the conditions and subject to the restrictions provided in this Article, the Company agrees to provide disability benefits in accordance with the Disability Plan for the second and subsequent days of absence so long as the employee is disabled and under the care of a physician.

**Section 4.**

A. Whenever an employee is unable to finish a day’s work because of occupational illness or injury, they shall nevertheless be paid for the remainder of their shift at the same rate they were paid for the hours worked on that day provided that they notify their supervision prior to leaving and obtains proper medical certification for their absence. Such certification is normally obtained from authorized Company medical personnel prior to leaving the plant; however, it may be obtained from a licensed physician who may be of the employee’s choice. The hours worked or paid on such a day shall be counted as hours worked for purposes of premium payment.

B. The Company will pay straight time earnings up to maximum of four (4) hours for time lost from regularly scheduled work hours to a claimant when they attend a hearing of their case before the Industrial Accident Board. The shift premium shall be added to the above rate where applicable.

**Section 5.** An employee who suffers an occupational illness or injury is expected to promptly report the injury or illness in accordance with the Environmental, Safety and Health procedures. The employee is also expected to report to the Company medical department as soon as possible to be examined by the Company medical staff before returning to work.

**Section 6.**

A. The Company and the Union will endeavor to give preference in occupational assignments to employees who may be unable to perform the work of their regular occupations efficiently due to occupational injuries or illnesses. In so doing, such employees will be offered jobs which are vacant at the time they are being medically displaced from their current job, up to a maximum of the Utility job rate. If no such job is available or if the employee prefers, they may be placed in the Shift Pool. All selections, Shift Pool assignments, and/or subsequent bids of such employee will be in conformance with their medical restrictions.

B. When an employee is unable to perform the work of their regular occupation due to occupational injuries but would reasonably be expected to recover sufficiently to perform their regular occupation duties over time, the Company can at its discretion assign that employee to any productive work within their capability. Once the employee is deemed medically able to resume their regular occupation duties, the temporary assignment will end and they will be immediately transferred back to their regular classification. The employee shall receive the straight time rate for their regular occupation during this period of temporary assignment. This assignment will not be used to displace other employees from their position or shifts.

C. It is incumbent upon the employee to keep management informed of their medical condition. If the employee’s physician or independent medical examination shows that the employee may perform any productive work, the employee must return to a position when offered. Failure to do so or promptly submit further medical documentation acceptable to the Company regarding continued total disability will be considered a quit.

**Section 7.** It is the Company’s policy to communicate all light duty assignments to the affected employee and Union leadership. The employee will sign the light duty notification form indicating that they have been notified. This does not indicate agreement between Company and employee.

**Section 8.** When an employee is absent from work because of a job-incurred disability and the direct cause of the injury is determined as equipment failure or through no fault of the employee, the Company shall supplement legal industrial liability payments up to the employee’s regular straight time earnings up to the period of one (1) month at which time the employee will be paid in accordance with the Disability Plan.

**Section 9.** Daily benefits provided for herein shall be offset by any disability benefits provided through State or Federal legislation or any weekly sickness and accident benefits provided over and above present weekly benefits included in the Disability Plan.

**Section 10**.

A. An employee must present satisfactory evidence showing that their absence is caused by occupational illness or injury within the meaning of this Agreement. Such evidence shall be furnished on forms provided by the Company.

B. The illness or injury that is considered work related must be reported promptly to the Company Medical department. If the illness or injury occurs on off business hours the employee should report the illness or injury to the First Aid Responder and their supervisor immediately. The employee is also required to report to the Company Medical department the next business day for a check-up.

C. An employee must adopt such remedial measures as may be necessary or appropriate to recover from their illness or injury. They shall permit such examination and inquiries by the Company’s Medical representatives as may be required.

**Section 11.** The Company agrees to pay wage employees vacation time in addition to sick pay in situations where they have unused vacation time remaining at the end of the contractual vacation year and are out of work due to an approved occupational injury or illness.

This policy is not retroactive, from June 1996, and does not set precedent in pay practices with regard to pyramiding multiple negotiated benefits. It is meant to recognize the right of employee access to the value earned vacation time, which the employee has accrued but cannot use before the end of the vacation year through no fault of their own.

**Section 12.**  Any employee who is guilty of submitting a false claim or who is guilty of malingering shall be subject to discharge.

**ARTICLE XXI**

**Benefits**

**The benefits provided to Union-represented employees in the Extension Agreement between the Company and the Union, dated September 17, 2010, shall continue in effect only until December 31, 2013.**

**Beginning 2013, Union-represented employees will be eligible to participate in the Eastman Chemical Company Integrated Health Plan and under the same terms and conditions as offered to all heritage Solutia salaried employees in the United States.**

**Beginning June 1, 2013, Union-represented employees will be eligible to participate in the Eastman Investment Plan and Employee Stock Ownership Plan under the same terms and conditions as offered to all heritage Solutia salaried employees in the United States, except for the following:**

**Notwithstanding anything to the contrary in this Agreement, the Company will match 100% to employee’s account on his contributions up to 7% of eligible pay. Employees will not be eligible for the Eastman Retirement Savings Contribution (RSC).**

**Beginning January 1, 2014, Union-represented employees shall be eligible to participate in the following benefits and the Company will notify and discuss with the union any significant changes, including costs, prior to implementation.**

**A. MEDICAL BENEFITS**

**Effective in calendar year 2014, Union-represented employees will be eligible to participate in the Eastman Chemical Company Medical Assistance Plan. Beginning January 1, 2014, employees will be offered under the Eastman Medical Assistance Plan one PPO plan and two Consumer Driven Health Plans (CDHP). The PPO option will be the Solutia union PPO A option with the plan design and employee contributions held constant from 2013. All other plan provisions will fall under the Eastman Medical Assistance Plan. The CDHP options will be the same plans and under the same terms and conditions as offered to all heritage Solutia salaried employees of Eastman Chemical Company and its subsidiaries in the United States, subject to any restrictions in this Agreement. Beginning January 1, 2015, employees will be offered under the Eastman Medical Assistance Plan two Consumer Driven Health Plans (CDHP) under the same terms and conditions as offered all heritage Solutia salaried employees of Eastman Chemical Company and its subsidiaries in the United States, subject to any restrictions in this Agreement. The Company or the plan sponsor shall have the right to amend the Medical Plan at its discretion during the term of this Agreement, except for the following.**

**In calendar year 2014, the employer’s annual contribution to the CDHP Health Savings Account will be $750 for single coverage, $1,500 for employee plus one dependent coverage, or $1,500 for employee plus family coverage.**

**Employee contributions under the 2014 Consumer Driven Health Plan options will fall within the below ranges. Contributions will not be higher than the maximum amount in the range.**

**Employee contributions under the 2015 Consumer Driven Health Plan options will fall within the below ranges. Contributions will not be higher than the maximum amount in the range.**

****

**Employee contributions under the 2016 Consumer Driven Health Plan options will fall within the below ranges. Contributions will not be higher than the maximum amount in the range.**

****

**When an employee who is not Disabled for Any Occupation (Totally and Permanently Disabled) is laid off, he/she will be allowed to retain the benefits provided by the Medical Plan in force for themselves and covered/eligible dependents through COBRA. The first four months of COBRA will be at the active employee cost, provided he/she timely makes the required contributions. At the expiration of the four months for Medical benefits, coverage may be continued for an additional 14 months in accordance with the COBRA continuation provisions of the Medical Plan unless the employee has been approved for Long Term Disability (LTD) following the completion of the own occupation disability period. Such participant will be offered health and welfare plans and contribution rates that are offered to similarly situated LTD participants until they are no longer eligible or until they become eligible for Medicare.**

**B. OTHER HEALTH AND WELFARE BENEFITS**

**Effective in calendar year 2014, Union-represented employees will be eligible to participate in the Eastman Chemical Company Dental Assistance Plan, Life Insurance Plan, Dependent Life Insurance Plan, Dependent Accidental Death Insurance Plan, Accidental Death Insurance Plan, Occupational Accident Death Insurance Plan, Long-Term Disability Plan, Limited Purpose Flexible Spending Account Plan, Dependent Care Flexible Spending Account Plan, Employee and Family Assistance Plan, Long Term Care, and Adoption Assistance Plan and under the same terms and conditions as offered to all heritage Solutia salaried employees in the United States. The Company or the plan sponsor shall have the right to amend these plans at its discretion during the term of this Agreement.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to continuation of benefits in the event of a Layoff. When an employee who is not Disabled for Any Occupation (Totally and Permanently Disabled) is laid off, he/she will be allowed to retain the benefits provided by the Dental Assistance Plan in force for themselves and covered/eligible dependents through COBRA and Life Insurance Plan for themselves for a period of up to four months at the active employee cost, provided he/she timely makes the required contributions. At the expiration of the four months for Dental benefits, coverage may be continued for an additional 14 months in accordance with the COBRA continuation provisions of the Dental Plan unless the employee has been approved for Long Term Disability (LTD) following the completion of the own occupation disability period. Such participant will be offered health and welfare plans and contribution rates that are offered to similarly situated LTD participants until they are no longer eligible or until they become eligible for Medicare.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to the following when an employee is laid off: Short-term disability benefit coverage will cease as of the last day worked. For an employee who is receiving short-term disability benefits at the time of a layoff affecting his job, no further benefits will be paid under the plan. If an employee is laid off while receiving STD benefits he will become eligible for the long-term disability plan benefits on the day following the day the short-term disability benefits stop, if he meets the criteria as being disabled under the Long-Term Disability Plan.   In order to be eligible for long-term disability, the individual’s condition must have lasted 26 weeks or be expected to last 26 weeks by the claims administrator.  The individual must apply for long-term disability benefits within one year after the earlier of (1) the date his short-term disability Plan benefits expire, or (2) the date his employment terminates, or he will not be eligible.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to continue the Solutia Inc. Short-Term Disability Plan in effect prior to April 1, 2013 through the term of this Agreement.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to the following exception under the Long Term Disability Plan. An employee will be terminated from employment once the employee‘s disability (short-term and long-term) exceeds 24 months.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to the following under the Long Term Disability Plan.**

* **Employees deemed T&PD prior to January 1, 2003 will continue to be offered the plan design and contribution rates for the medical and basic life plans that are in effect for them as of the date they were granted T&PD.**
* **Employees deemed T&PD between January 1, 2003 to Dec 31, 2013 will have the same medical and basic life plans and contribution rates as offered to active union employees until no longer eligible or age 65.**
* **Employees deemed disabled on or after January 1, 2014:  During the first 18 months of LTD (own occupation), the participant will have the same benefits and contribution rates offered to similarly situated active union employees.  After the first 18 months of LTD, (any occupation), the participant will be offered health & welfare plans and contribution rates that are offered to similarly situated LTD participants until they are no longer eligible or until they become eligible for Medicare.**

**Notwithstanding anything to the contrary to this Agreement, the Company agrees to the following basic life insurance coverage for a disabled any occupation (T&PD) employee entitled to and receiving disability benefits according to the following schedule.**

|  |  |
| --- | --- |
| **Last Day Worked** | **Basic Life Insurance Amount** |
| **Prior to 1996** | **2.5 times base pay as of the last day worked** |
| **On or after 1/1/96 and prior to 1/1/99** | **2 times base pay as of the last day worked** |
| **On or after 1/1/99 and prior to 1/1/14** | **1 times base pay as of the last day worked** |

**C. SAVINGS AND INVESTMENT PLAN**

**Effective in calendar year 2014, Union-represented employees will be eligible to participate in the Eastman Investment Plan and Employee Stock Ownership Plan and under the same terms and conditions as offered to all heritage Solutia salaried employees in the United States, subject to any restrictions set forth in this Agreement.**

**Notwithstanding anything to the contrary to this Agreement, the Company will match 100% to employee’s account on his contributions of up to 7% of eligible pay. Employees will not be eligible for the Eastman Retirement Savings Contribution (RSC).**

**D. ANNUAL INCENTIVE PLAN**

**Effective in calendar year 2014, Union-represented employees will be eligible to participate in the Eastman Variable Incentive Pay Program if and to the extent Eastman Chemical Company offers such a plan to all non-union heritage Solutia employees in the United States.**

**E. RETIREE MEDICAL**

**Employees who retire during the term of this Agreement, and who qualify under the terms of the Solutia Inc. Retiree Medical Plan (“Retiree Medical Plan”) as Pre-65 Class VII Union retirees, shall be eligible to participate in the Retiree Medical Plan under the terms of that plan through October 31, 2016. The Company agrees to retain the current plan design through October 31, 2016 of the Retiree Medical Plan during the term of this Agreement, except that the Company may increase the annual deductible and maximum out-of-pocket by no more than 10% each year. The Company may raise retirees’ contribution rates no more than 10% each year between January 1, 2014 and October 31, 2016.**

**For the term of this Agreement but beginning no earlier than November 1, 2016 through December 31, 2026 and only until state medical exchanges become available,  if a retired employee, dependent spouse or surviving spouse is not Medicare eligible, the Company will provide access to a medical plan that the participant may elect until he or she becomes Medicare eligible.  The participant will pay the full cost of the plan, including the Company’s costs to administer the plan, as that cost is determined by the Company in its sole discretion.  The Company, in its sole discretion, will choose the plan, which shall be a fully-insured plan.  Provided, however, if the Company cannot find an insurance company to offer a fully insured plan/policy, the Company will not be obligated to provide a self-funded/self-insured plan.**

**F. RETIREE LIFE**

**For employees who retire on or after January 1, 2003, the following retiree life benefit will apply:**

* **Retirement Age 55 – 64 will have $12,500 in retiree life insurance**
* **Retirement Age 65+ will have $6,250 in retiree life insurance**

**G. PENSION**

**Union-represented employees, who are participants in the Solutia Inc. Employees’ Pension Plan (“Pension Plan”) as of the effective date of this Agreement, shall remain participants in the Pension Plan pursuant to its existing terms and conditions. The Company or the plan sponsor shall have the right to amend this plan at its discretion during the term of this Agreement except as expressly set forth herein.**

**H. VOLUNTARY GROUP BENEFITS**

**The Company may provide access to voluntary group benefit plans at group rates at its discretion when possible and competitively priced. Union-represented employees will be eligible to participate in such voluntary benefit plans when and if offered by the Company to all of its heritage Solutia salaried employees in the United States. These voluntary benefits will be entirely at the employee’s cost, but the Company will provide the convenience of payroll deductions for employee premiums.**

**Except as expressly set forth herein, this Section constitutes the entire agreement between the Company and the Union regarding benefits for the Union-represented employees.**

# ARTICLE XXIi

Term of Agreement

This Agreement shall become effective as of 11:00 p.m., **April 1, 2013** and shall remain in effect until 11:00 p.m., **April 1, 2016**, and shall automatically renew itself for periods of one (1) year unless written notice of desired changes or termination is given by one party to the other at least sixty (60) days before the termination of any such period.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST WRITTEN ABOVE.

IUE-CWA

##### LOCAL 288

A. F. OF L. - C. I. O.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE WRITTEN ABOVE.

**(SIGNATURE PAGE)**

**Effective April 1, 2013:**

**SCHEDULE 1**

**SCHEDULE 1**

* **2.50% Increase:**
  + **O.C. 667 (Systems Specialists)**
  + **O.C. 662 (Master Mechanics)**
  + **O.C. 607 (SEO I)**
  + **O.C. 34 (Boiler Operator)**
  + **O.C. 678 (RB Process Control Operator)**
  + **O.C. 481 (Saflex Quality Control Technician)**
  + **O.C. 608 (Saflex Extrusion Operator II) \***
  + **O.C. 701 (SV/R Line Operator)**
  + **O.C. 693 (Saflex Raw Material Operator)**
  + **O.C. 526 (Store/Receiving/Utility Attendant) - if hired/bid after July 19, 2006**
  + **O.C. 699 (Material Handling Operator) - if hired/bid after July 19, 2006**
  + **O.C. 526 (Store/Receiving/Utility Attendant) - if hired/bid prior to July 19, 2006**
  + **O.C. 699 (Material Handling Operator) - if hired/bid prior July 19, 2006**

**Effective April 1, 2014:**

* **2.50% Increase:**
  + **O.C. 667 (Systems Specialists)**
  + **O.C. 662 (Master Mechanics)**
  + **O.C. 607 (SEO I)**
  + **O.C. 34 (Boiler Operator)**
  + **O.C. 678 (RB Process Control Operator)**
  + **O.C. 481 (Saflex Quality Control Technician)**
  + **O.C. 608 (Saflex Extrusion Operator II) \***
  + **O.C. 701 (SV/R Line Operator)**
  + **O.C. 693 (Saflex Raw Material Operator)**
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  + **O.C. 526 (Store/Receiving/Utility Attendant) - if hired/bid prior to July 19, 2006**
  + **O.C. 699 (Material Handling Operator) - if hired/bid prior July 19, 2006**

**Effective April 1, 2015:**

* **2.50% Increase:**
  + **O.C. 667 (Systems Specialists)**
  + **O.C. 662 (Master Mechanics)**
  + **O.C. 607 (SEO I)**
  + **O.C. 34 (Boiler Operator)**
  + **O.C. 678 (RB Process Control Operator)**
  + **O.C. 481 (Saflex Quality Control Technician)**
  + **O.C. 608 (Saflex Extrusion Operator II) \***
  + **O.C. 701 (SV/R Line Operator)**
  + **O.C. 693 (Saflex Raw Material Operator)**
  + **O.C. 526 (Store/Receiving/Utility Attendant) - if hired/bid after July 19, 2006**
  + **O.C. 699 (Material Handling Operator) - if hired/bid after July 19, 2006**
  + **O.C. 526 (Store/Receiving/Utility Attendant) - if hired/bid prior to July 19, 2006**
  + **O.C. 699 (Material Handling Operator) - if hired/bid prior July 19, 2006**

***\* Refer to Chart 1A for employees who were newly hired, successfully bid or otherwise accepted the position of O.C.608 (Saflex Extrusion Operator II) after July 2009***

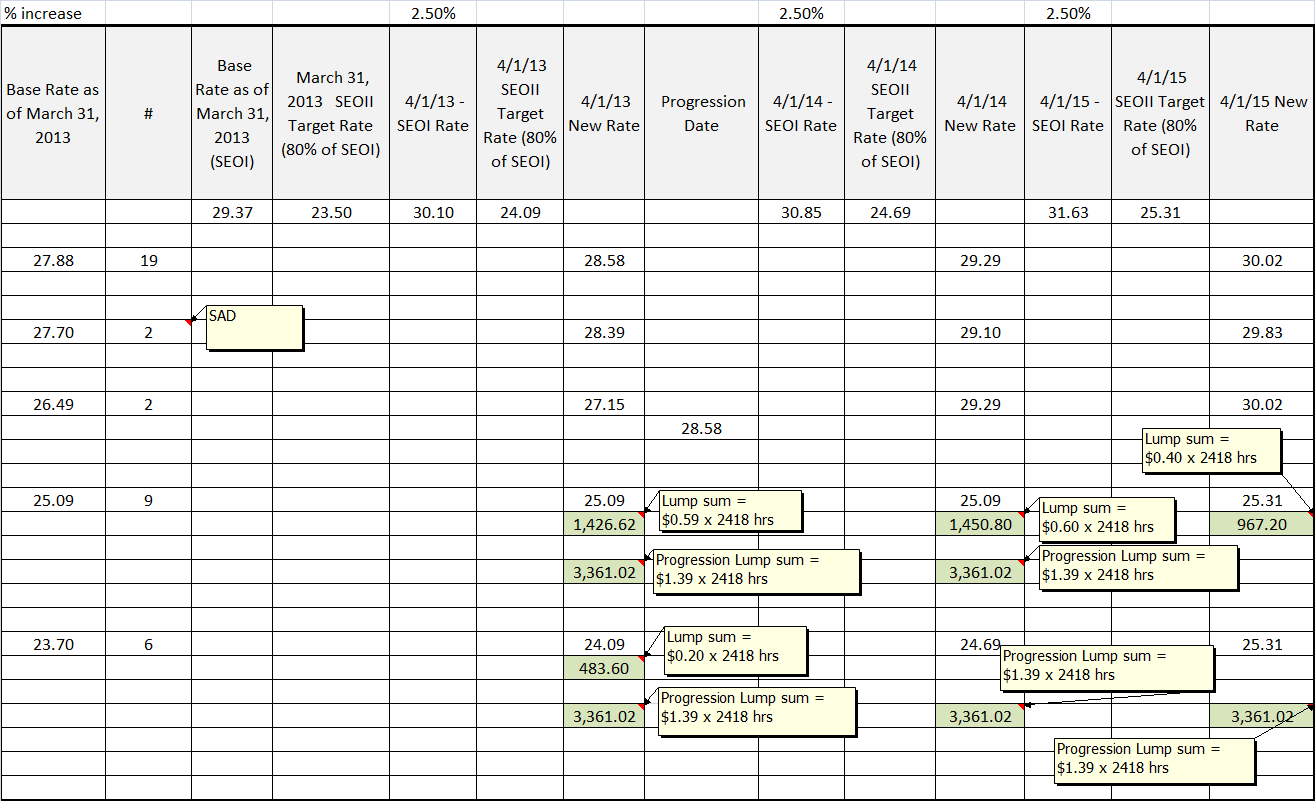
**Effective April 1, 2013:**

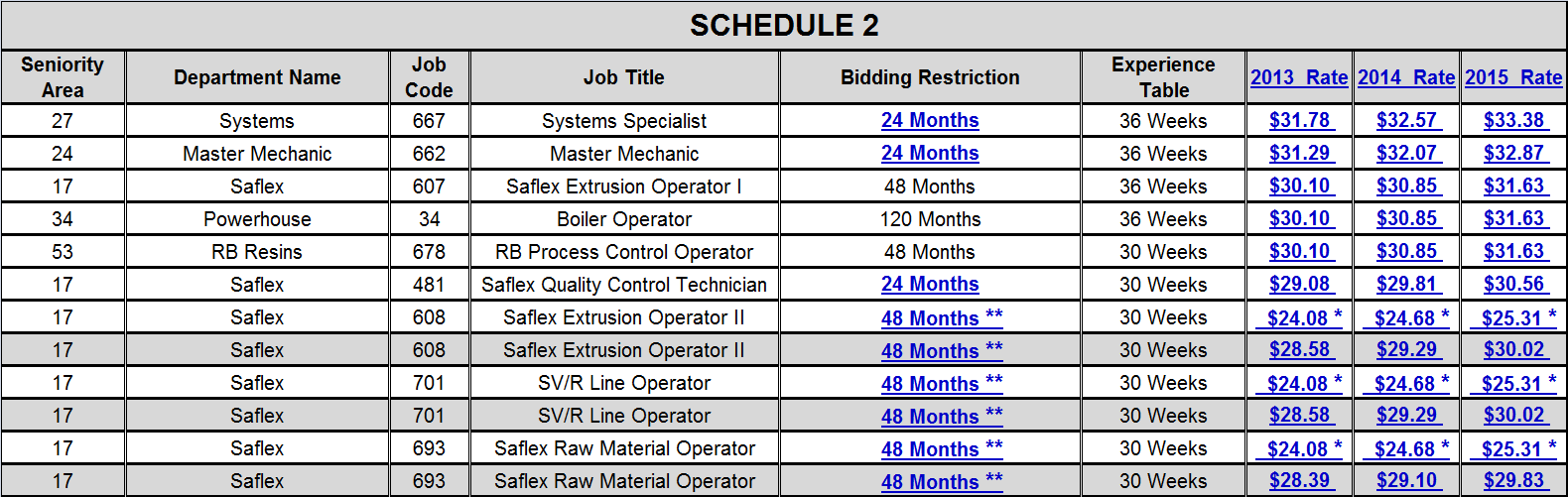
* **Position designated with: L (Lead) + $.50 per hour above employee's base rate**
* **Position designated with: T (Trainer) + $.50 per hour above employee's base rate**
* **Position designated with: A2 (Additional Technical Skill 2) + $.50 per hour above employee's base rate**
* **Position designated with: A1 (Additional Technical Skill 1) + $.25 per hour above employee’s base rate**
* Position designated with: TT (Temporary Trainer/Maintenance/Production) + $.30 during time assigned to train
* **Free membership to the on-site fitness center**

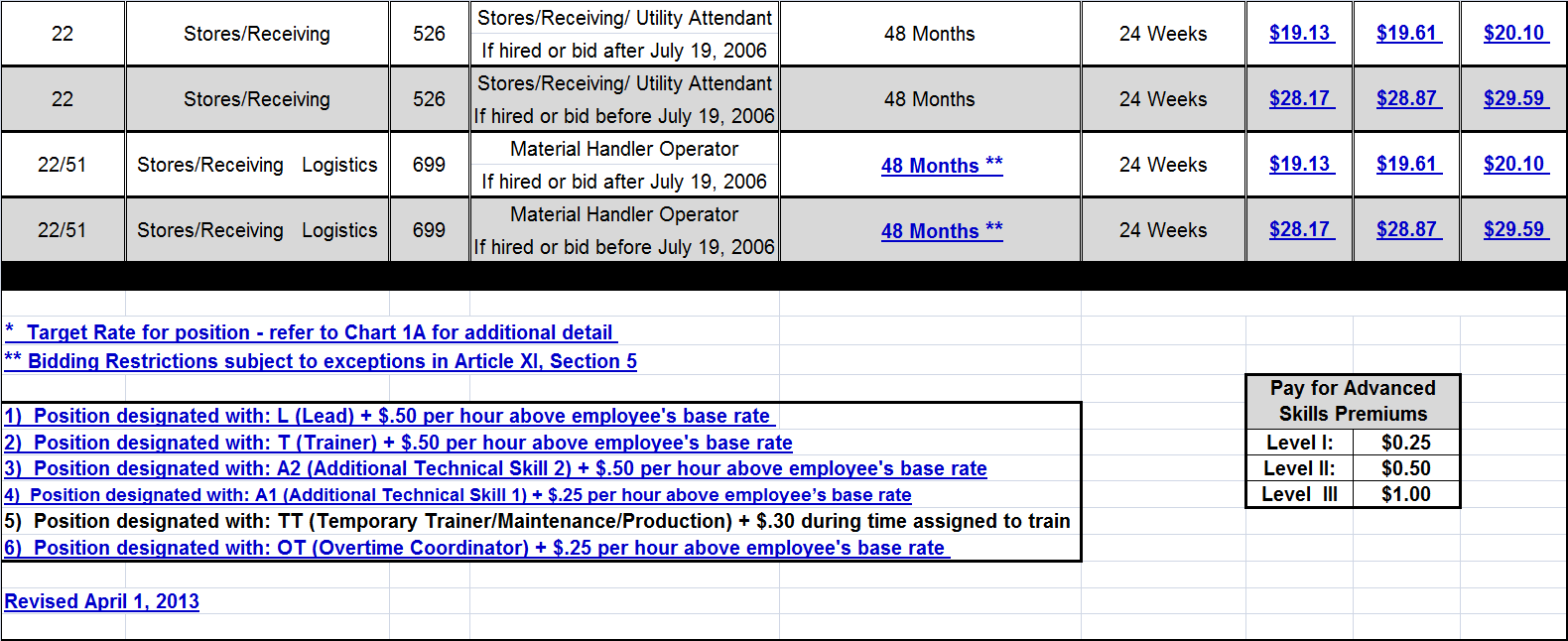
**Effective January 1, 2014:**

* **Increase Shift Differential to $0.72 per hour**

**Chart 1A**



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**SOLUTIA INC. – INDIAN ORCHARD IUE-CWA**

# SPRINGFIELD, MA

# MEMORANDA OF AGREEMENT

The following are Memoranda of Agreement between Solutia Inc., Indian Orchard Plant, Springfield, Massachusetts (here-in-after called the Company), and Local 288, (I.U.E.-C.W.A. AFL-CIO, hereinafter called the Union).

# MEMORANDUM OF AGREEMENT

# Creation of Utility Department

As a result of the 1988 contract negotiations, the following Agreement has been reached. The employees in Seniority Area #37 will now be responsible for working with basic hand tools to perform such duties as basic carpentry, minor glass repair, minor floor tile repair, picture hanging and furniture disassembly/reassembly.

Further, Fire Equipment Services (O.C. 166) and the associated personnel in Seniority Area #25 will go into Seniority Area #37, Department 02020, renamed Utility. All employees in Seniority Area #37 will now be responsible for doing related routine fire service inspections.

Note: Referencing the Services Reorganization of October 19, 2001, the Utility Department has been combined with the Stores/Receiving Department.

# MEMORANDUM OF AGREEMENT

# Saflex Extrusion

As a result of the 1988 contract negotiations, the following Agreement has been reached. The following Saflex job occupations will be redefined to improve efficiency and provide more flexibility in meeting business requirements. The existing job classification, Extrusion Control Operator (O.C. 607) will be changed to Saflex Extrusion Operator I (SEO I). The existing job classification, Extrusion Process Operator (O.C. 608) will be changed to Saflex Extrusion Operator II (SEO II). These job occupations will share the job duties with the exception of the operation of the extrusion equipment, both in the control room and in the field. This will be the responsibility of the SEO I only.

# MEMORANDUM OF AGREEMENT

# Control Labs Decentralization

The following reflects the restructuring coming from the Control Lab decentralization agreed upon during the 1988 contract negotiation:

A. The East Control Lab and associated personnel from Seniority Area #48 will go into Seniority Area #16 becoming part of the Resimene Production department (OC 481). This group will also service other miscellaneous Resins product line needs.

B. The Saflex Lab and associated personnel from seniority area #48 will go into seniority area #17 becoming part of the Saflex production department (OC 481).This group will also service other miscellaneous Saflex/Butvar product line needs.

# MEMORANDUM OF AGREEMENT

# Color Preparation

The following realignment of the color preparation area was agreed upon during the 1988 contract negotiation.

The color preparation duties and the associated person from Seniority Area #4, 5 will go into Seniority Area #17 becoming part of the Saflex Production department (OC 081).

# MEMORANDUM OF AGREEMENT

# Continuous Work Improvement

March 20, 1994

**Section 1.**  The Company and Union agree to joint participation in continuous improvement of the Indian Orchard site. The parties agree to establish a joint Union/ Management plant team, unit steering committee(s), unit design teams, and unit implementation teams which will redesign, implement and evaluate work improvement recommendations pertaining to the entire work system within the agreed-upon charter (see attached as examples). The joint union/management plant team will be made up of three (3) officers of IUE-CWA Local 288, and representatives of ICWU Local 414, and nine (9) members of Management. Any decision of the joint Union/Management plant team which would alter or impact any condition covered by the terms of collective bargaining Agreement between Solutia Inc. and Local 288 shall require the concurrence of at least two (2) of the three (3) committee participants of IUE-CWA Local 288.

**Section 2.** After a preliminary redesign has been agreed-to, and concurrence has been obtained from the support group and Plant Team, the redesign improvements will be implemented. It is recognized that there may occasionally exist areas of a redesign which may not be acceptable to either party. In those situations, the Implementation Steering Committee made up of Management/Union representatives [one (1) Union Plant Team member and department Steward] and Implementation Teams made up of wage and salary people in or supporting the department will be allowed to implement the redesign with the exception of those identified areas where disagreement exists (see Section 4). Those areas of continued disagreement will be referred to a subcommittee of the plant team (made up of the three team members from the Local involved and three (3) members of the management team) to reach resolution. It is also agreed that redesigns which have been modified by the plant team or by contract will be returned to the Steering Committee for rewrite, and will be implemented with the appropriate modifications in accordance with the terms above.

**Section 3.** The redesigned units will continue to be covered by existing contract language except for those Articles impacted by the implemented work improvements. In the latter case unit members affected by the work improvement will be covered under the terms of the new work system. Included in the new work system, but not limited to, is the ability to have flexible compensations systems and employee evaluation systems to determine any changes in compensation as well to move work across department occupation lines. While this is occurring, other Indian Orchard units will continue to be covered by current contract language. When the work improvements in these initially selected units are deemed by the Indian Orchard support and plant team to be successful, other Indian Orchard units will then be selected to implement these or other similarly agreed-upon work system improvements.

**Section 4.**  It is understood that redesigns are written by departmental personnel reflecting the spirit and intent of the parties. The language is not written by Company and Union negotiating teams, and as such reflects how that newly redesigned department should function from a philosophical and operational basis at the time that the redesign was done and shall not be read as strict contract language. Accordingly, it is agreed that while a redesign was done under provisions of the contract, a department redesign is to be evergreen in nature and subject to periodic, continual change. It is also in the nature of the organization redesign process that the design team may propose a change that during implementation proves unworkable; or the design team may not have anticipated the need for change in an element that later on clearly requires modification. It is expected that these changes to the original proposal will be made by the unit through a cooperative problem solving system. Changes in the new work system may be made during the implementation phase and throughout the term of the collective bargaining Agreement (renewal phase) as deemed appropriate. Minor changes to departmental redesigns may be authorized and approved by the Implementation Steering Committee, while major changes will be authorized and approved by the Plant Team.

A. The following are examples of “minor” redesign changes that might be approved at the Implementation Steering Committee level:

1. Rotation frequency within crews

2. Movement of tasks and roles within and across teams

3. Language revisions simply for clarification

4. And similar changes

B. “Major” changes to redesigns will require the approval of the Plant Team. The following are examples of “major” redesign changes requiring Plant Team approval:

1. Revisions to previously agreed-upon contract language

2. Revisions to pay; reward systems

3. And similar significant changes

C. In situations where disagreement exists as to the proper level that a change should be reviewed for authorization, that change will be reviewed at the higher level. A consensus of union officers on the implementation steering committee is required or the issue will move to the plant team level.

D. In the event that agreement to the change is not reached, the guidelines established in Section 2 will apply.

**Section 5.** By acceptance of this memo, the Union membership authorizes the implementation Steering Teams/Implementation Teams, after concurrence from the support group and the Plant Team, to implement their recommendations without need for further vote.

**Section 6.** Staffing levels may be adjusted by the Company to respond to changing business needs, technology changes or other such changes subject to the terms and conditions of Section 7. Nothing in these redesigns/ renewals or the preceding Agreement will preclude the Company’s ability to alter the design based upon its need to run an efficient, effective and safe operation.

**Section 7.**  In consideration of the Union’s joint participation, the Company agrees that no employee will be laid off as a result of any improvement or redesign arising from continuous work improvement. It is further understood that no such employment assurance can be given if such reductions occur as a result of market downturn, department shutdown, technological change other than covered above.

**Note** - During the 1991 contract negotiations, an agreement was reached in principle regarding the Union’s role in representing grievances. This Agreement is so referenced.

A. Illustrative example is of areas for potential work redesign improvements

1. Multi-skill Tasks

(a) Material handling ordering materials inventory control - Pack ship

(b) Customer interactions

(c) Schedule Overtime/Vacation/etc.

(d) Perform quality control tests

(e) Operate processes and equipment

(f) Functioning as team member

(g) Other tasks

2. Roles

(a) Setting work priority within the unit

(b) Interfacing with other units as required, assign work

(c) Communicate/facilitate team work within team members

(d) Train and help develop training program, assessment of people skills, schedule maintenance

(e) Safety

(f) Other roles

3. Evaluation

(a) Pay for skill

(b) Certification/recertification of skill level - Serving on evaluation boards

(c) Other evaluation roles

4. Other Areas

(as determined by the parties)

# MEMORANDUM OF AGREEMENT

# Common To All Redesigns

July 18, 1991

**Section 1.** All existing and new department members will participate in the revised work redesign.

**Section 2.** All existing and new department members will rotate through the various roles/tasks in a balanced fashion.

Note: The only exception is where the design identifies a unique job. In all cases, however, individuals in a unique job will maintain the ability to operate the department in a safe and effective manner and show that proficiency through periodic performance or recertification of ability. Nothing will prevent the employee in a unique job from being scheduled to operate on a routine basis.

**Section 3.** No one will be paid a higher rate of pay until they are certified to perform the work. In order to maintain achieved production/craft rate of pay, employees must periodically (to be determined by Implementation Teams) recertify in their ability to perform the various roles/tasks at that level for which they are being compensated. If after a reasonable period of time (for retraining or skill enhancement) the employee still does not meet the recertification objective base standards, they will be removed from the department and placement will be made in accordance with current practices.

**Section 4.** Minimum performance standards will be established and maintained by a joint Management and labor qualifications team at the department level. The team will be composed of an odd number of five (5) departmental personnel. The team shall be composed of: two (2) Management representatives and three (3) wage representatives. The wage representatives shall hold as a minimum the qualifications of being certified/recertified. Decision of performance qualifications will be made by team consensus. Department management retains the ability to establish and assess minimum performance standards in the event the team fails to reach consensus, Actions taken at the department level are subject to review by the Plant Team Qualification Review Board, a subcommittee of the Plant Team made up of three (3) members of Management and three (3) Union officers of the local involved.

**Section 5.** Occupation descriptions will be considered amended to include the expanded roles and tasks as set forth in each redesign and elsewhere in this contract.

**Section 6.** Employees bidding or placed into a redesigned department must achieve top production/craft rate or meet certification standards in single occupation departments or second level production/craft rate in two (2) occupation departments within a reasonable period of time or they will be placed either in the shift pool or pending job bid.

**Section 7.** Selection to the “Joint Management and Labor Qualification Team” (described in Section 4 above), development of guidelines for rotation of wage representatives within that team and the process of applying the certification/recertification performance standard will be referred to the Plant Team Qualification Review Board (made up of three (3) Union and three (3) Management) for implementation of the issues as found within this memo.

**MEMORANDUM OF AGREEMENT**

**Lead/Chief Expanded Duties**

July 18, 1988

**Section 1.** The Lead/Chief Operator occupations will assume wider coordinating and unit support functions to include the following roles and tasks and those that may be defined through the continuous work improvement process.

A. Some illustrative examples of these expanded duties are (but are not limited to) the following:

1. Emergency Response

2. Training

3. Safety

4. Calling Overtime

5. Ordering Materials

6. Work with Suppliers

7. Working with Customers

8. Fire Permit Authorization

9. Vessel Entry Authorization

10. Overtime Meal Authorization

11. Work Scheduling

12. Verification of Exception Reports

13. Data Base Entry

# MEMORANDUM OF AGREEMENT

# Wage Reliability Specialist

A position called Wage Reliability Specialist will be created within the Maintenance organization per the 2000 contract negotiations.

**Section 1.**

A. Current and future placement in this function will be done using the Selection Process (by department) and selection criteria put together by the Reliability Supervisor. Re: Article XI, Section 12.

B. This function will be added as a “specialty” on the mechanical maintenance overtime list.

C. One of the requirements of this position is the ability and willingness to travel in order to take certification courses, perform equipment inspections or other duties related to this function.

D. The Company retains the right to replace the Reliability Specialist based on inability to attain required certifications and/or performance issues. The Reliability Specialist function requires an individual to perform according to the roles and responsibilities spelled out in the “Wage Mechanical Integrity Technician” document. Inability to perform to these criteria will result in coaching and/or removal from this function.

E. The Reliability Specialist can also perform normal Master Mechanic duties when needed and is not restricted only to the responsibilities of the specialist function.

F. Backup of this function will be done by the Reliability Supervisor during any and all absences.

G. The Reliability Specialists will report directly to the Reliability Supervisor.

# MEMORANDUM OF AGREEMENT

# Shift Pool

**Section 1.** Effective July 18, 1991, the following procedure will be used in negotiating/placing employees from the shift pool:

A. To permanent jobs posted but having no eligible bidder, negotiate employees in direct order of seniority (from high senior to low).

B. To temporary assignments out of the shift pool (i.e., daily or weekly pool requests), the Company will assign employees as it deems appropriate to make best utilization of skills.

C. The Company and Union agree that any employee assigned from the shift pool for extra work in any department will be eligible to perform painting, including associated preparation and clean up, in the assigned department. Such assignments can be made at any time, but will not be made where the employee would be required to utilize staging, extension ladders or spray painting equipment.

**MEMORANDUM OF AGREEMENT**

# Vacation Credit for Rehired Employees

The Company and Union hereby agree that any former Springfield Plant or West Plant employee as of July 18, 1979, or any former Springfield Plant employee rehired after July 18, 1979, who loses or has lost seniority pursuant to the Indian Orchard Plant Agreement shall, upon being rehired and completing one year of continuous service, regain prior earned vacation credit and prior service for the purpose of vacation scheduling (except that rehired West Plant employees will schedule their vacation utilizing their most recent hire date), Reference: Article VIII, Section 3. Changes in vacation eligibility for those individuals affected as a result of this Agreement will become effective as of the last Sunday in March 1986.

Total vacation credits shall then be the sum of prior and current credited service and will be taken and paid in accordance with Article VIII of the contract.

**MEMO OF AGREEMENT**

**Overtime Bypass Remedy**

**July 19, 2009**

Effective August 1, 2009, if an employee is bypassed for overtime by another employee, the following process will be followed:

1. In the event of an improper overtime assignment, the overlooked employee will be moved to the top of the overtime list. The employee will be contacted at the next opportunity, and may remain at the top of the list until they accept an overtime opportunity or until they refuse three (3) overtime offers.

2. Departments will log information related to bypasses. Included will be person bypassed, person responsible, date it occurred and other relevant information.

3. The first time an employee is responsible for creating a bypass they will be coached and retrained if they request it. If an employee is responsible for a second bypass, it will be treated as a performance issue and they will be addressed in accordance with Article XII, Section 1 of the collective bargaining agreement.

4. Upon signing of this agreement, additional overtime procedure training will be offered to all employees who have responsibility for calling other employees for overtime.

# MEMORANDUM OF AGREEMENT

# Work To Assist

The following indicates the Agreement reached between the Company and the Union in the 1988 contract negotiations on the subject of “Work To Assist”. This is intended to clarify past practice and future implementation.

Both parties acknowledge that there are employees who presently assist maintenance or perform work with hand tools. This practice will continue. Further, this issue WILL be referred to the joint union/management plant team where pre-approval of the concept has been obtained for continuous work improvement at the site.

# MEMORANDUM OF AGREEMENT

# Status of Temporary Vacation

# Replacement Employees

Confirming discussions held during 1970 contract negotiations, it is agreed that student temporary vacation replacement employees, upon completion of a sixty (60) day probationary period, shall be entitled to the following:

A. Seniority applied only for bidding and bumping

B. Disciplinary procedure

C. Jury duty

D. Funeral leave

E. Holidays

# MEMORANDUM OF AGREEMENT

# Craft Overtime Procedures

**Section 1.**

A. There is an expectation that every capable craftsperson will participate in a reasonable amount of overtime work.

B. Crafts persons are expected to be capable of performing the work involved in any overtime assignment they accept.

C. Employees will be selected on a first call acceptance basis assuming capability and must be in plant within one (1) hour.

D. No grievances will be accepted under this section.

**Section 2.** Each Craft is responsible for submitting to management for approval their respective overtime agreements. Any revisions must pass a 70% acceptance by craft and be approved by management.

# MEMORANDUM OF AGREEMENT

# Prior Qualifications for Rehired Employees

The Company and Union hereby agree that in the event an employee subjected to termination from the Springfield Plant and thereafter loses seniority pursuant to Article IX and X of the Springfield Plant Agreement dated July 18, 1976, shall, upon being rehired and successfully completing the probationary period per Article IX of the same Agreement, regain, for bidding purposes, any qualifying time accrued on any occupations worked prior to termination. This Agreement shall become effective upon acceptance by Company and Union representatives.

Local 288, I.U.E.-C.W.A., A.F.L.-C.I.O.

Attention: Mr. Thomas Sweeney, President

# MEMORANDUM OF AGREEMENT

# Duties and Compensation of Union Officials

**Section 1.** The following indicates the Agreements reached between the Company and Union in the 1982 contract negotiations on the subject of duties and compensation of union officials engaged in Union business after July 18, 1982. This is intended to clarify contract language and practice and to replace any previous letters of intent on the subject. Effective dates for specific officials are as shown in parentheses.

A. The Union President will continue to be paid his normal job rate when required to perform union business during his regularly scheduled work hours. When he is absent from the Plant on union business, the Union will reimburse the Company for his wages (December 31, 1983).

B. The Vice President will receive his normal job rate for performing union business when replacing the Union President who is absent from work at least one (1) day or more (July 18, 1982).

C. The Chairperson of the Negotiating Committee will receive his normal job rate during his regularly scheduled work hours when in the performance of the duties of contract negotiations and job evaluation meetings with the Company (October 1, 1982).

D. The Chairperson of the Grievance Committee will continue to receive his normal job rate when attending Step 2 or Step 3 Grievance meetings (October 1, 1982).

E. The Health and Welfare Coordinator will not receive payment from the Company for performance of any union duties (July 18, 1982).

# MEMORANDUM OF AGREEMENT

# Pay In Lieu of Vacation

**Section 1.** In order to resolve a mixed practice on the subject, and to provide guidance for similar situations in the future, the Company and the Union hereby agree to allow pay in lieu of vacation earned in the prior vacation year to employees retiring April 1, subject to the following conditions:

A. Pay in lieu of vacation must be requested by February 1, of the year in which the employee is retiring.

B. The employee must complete normal pre-retirement administrative procedure by the latest date on which he could commence their remaining vacation.

C. If the retirement is canceled by the employee, he / she will be placed on vacation in the next vacation week after such cancellation and will remain on vacation until earned vacation for the prior year is exhausted.

D. Earned vacation pay will be released to the employee once the retirement is in effect (after midnight on March 31).

# MEMORANDUM OF AGREEMENT

# Tool Replacement

The Company and the Union agree that the Company will not be responsible for the reimbursement for or replacement of employee-owned tools, which are lost, stolen or damaged on Company property. The Company will, however, continue its present practice of replacing employees’ personal tools, which are lost, damaged, or stolen while borrowed by supervision or in other instances where replacement is considered justified by the Company.

To assist employees in protecting their equipment, the Company shall provide tool storage facilities in various plant areas. Employees will be expected to lock these facilities, using locks and keys. Employees should make full use of these facilities and exercise all precautions to safeguard their equipment.

# MEMORANDUM OF AGREEMENT

# Plant Shut Down or Abandon

Attention: Mr. Thomas Sweeney, President

During the course of our negotiations we have had discussions regarding the effects on the people in this plant should the plant be shut down and abandoned as an economic decision of the Company.

I want to assure you by means of this letter that should such an economic decision cause the shutdown of this plant, Solutia Inc. will be willing to, at that time, negotiate with the Union concerning some form of severance pay for all employees.

M. S. Starr

Personnel Manager

# MEMORANDUM OF AGREEMENT

# Central Maintenance

Memorandum of Agreement between Solutia Inc., (hereinafter called the Company), and Monsanto Industrial Union Local 288 I.U.E.-C.W.A. and Local 414 I.C.W.U. AFL-CIO [hereinafter called the union(s)] for the purpose of confirming previously held discussions used as the basis for approving the Central Maintenance/Stores Project.

It is agreed to by the Company and the Unions that the site on which the new Central Maintenance/Stores Facility is to be built will be geographically neutral, and staffed solely by Solutia Inc. employees. The Company and the Unions further agree that each Union will continue to be recognized as the sole collective bargaining agent for their respective employees who shall work in this new Central Maintenance/Stores Facility.

It is not the Company’s right to require the Unions to either share Maintenance work or perform Maintenance work which customarily has been performed by the other union. However, both the Company and the Unions do understand that some equipment will be shared, only by Local 288 and Local 414, as necessitated by work demands. Assignments to the use of these pieces of equipment will be the Company’s responsibility.

Unless specifically superseded by this Agreement, the collective bargaining Agreement, all side letters and past practices will apply in all cases.

This Agreement shall become effective upon acceptance by Company and Union representatives.

# MEMORANDUM OF AGREEMENT

# Central Stores/Maintenance

Memorandum of Agreement between Solutia Inc., (hereinafter called the Company), and Monsanto Industrial Union Local 288 I.U.E.-C.W.A. and Local 414 I.C.W.U. AFL-CIO [hereinafter called the union(s)] for the purpose of confirming previously held discussions used as the basis for approving the Central Maintenance/Stores Project.

It is agreed to by the Company and the Unions that the site on which the new Central Maintenance/Stores Facility is to be built will be geographically neutral, and staffed solely by Solutia Inc. employees. The Company and the Unions further agree that each Union will continue to be recognized as the sole collective bargaining agent for their respective employees who shall work in this new Central Maintenance/Stores Facility.

Both the Company and Unions understand and agree that there are situations where work will have to be shared by both bargaining units. The Company agrees that it will rotate these work opportunities in relationship to the ratio of East to West Stores /Receiving employees. Supervision in this department will be responsible for maintaining work and overtime opportunities in relationship to this ratio.

Unless specifically superseded by this Agreement, the collective bargaining Agreement, all side letters and past practices will apply in all cases.

This Agreement shall become effective upon acceptance by Company and Union representatives.

# MEMORANDUM OF AGREEMENT

# Required License Costs

# Modified April 1, 2013

Starting with maintenance craft, boiler fireman, heavy equipment operator**and Commercial Driver (CDL)** licenses to be renewed in 1992, the Company will reimburse employees for the licensing fees with the agreement that the aforementioned licenses are required as part of an employee’s current job. This also includes pay for time spent by Systems Specialists in onsite classroom training that is required to maintain their MA electrical license. This also includes reimbursement to Firemen for the cost of the training course fee and the time spent (maximum of thirty (30) hours, payable upon proof of satisfactory completion) for the five (5) year continuing education requirement to maintain their MA Fireman license. This provision will apply only one time per certification period.

# MEMORANDUM OF AGREEMENT

# Severance Allowance Plan

**Section 1.** Solutia Inc., Indian Orchard Plant, and Local 288 I.U.E.-C.W.A., hereby agree to the following regarding Severance Allowance.

A. Employees scheduled to be laid off from the Indian Orchard Plant as a result of major department shutdowns will be granted the option of layoff or, in lieu of layoff, termination with Severance Allowance.

B. Severance Allowance, if termination is selected, will be equal to one (1) week of pay at the base straight time hourly rate at termination for each completed year of Solutia continuous service in his last employment with the company.

C. Employees who elect to accept termination with Severance Allowance will relinquish all recall rights to the Indian Orchard Plant.

D. Senior wage employees anywhere in the plant will be allowed to volunteer for termination with Severance Allowance on the basis of plant seniority.

E. Employees who are eligible to retire and who elect to terminate under the Severance Allowance plan may receive their retirement benefits and the Severance Allowance benefits.

F. The total number of persons who may take advantage of the foregoing will be determined by the Company.

G. In the event that the number of persons who volunteer to terminate their employment under this program exceeds the permanent excess as determined by the Company, plant seniority will be used to determine eligibility for the program with the highest senior volunteers being given preference to terminate (except where in conflict with paragraph I. below).

H. Employees who wish to participate in this program must make their written election during the thirty (30) day election period designated by the Company. Once an employee has made their election, they may withdraw only during the remainder of the election period. After the close of the election period, an employee’s decision to participate is irrevocable except for an employee who is scheduled to be laid off and elects this Severance Allowance and for some reason it becomes unnecessary to lay this employee off, the employee may waive their election of this program, before they terminate.

I. To the extent that the number of persons in a particular department or occupation who volunteer to terminate under this program will significantly impair continued operations of the plant, the Company may reasonably limit the number of persons who will be considered eligible to volunteer for termination with Severance Allowance from within that department or occupation. In cases where the number of persons to be considered eligible within a department or occupation must be restricted, preference for eligibility will be granted based on plant seniority.

1. For employees electing to participate in the Severance Allowance Plan the provisions set forth herein shall take precedence over the Separation Allowance agreement - ref., side letter of agreement subject.

2. For employees not participating in the Severance Allowance Plan, but who are scheduled to be laid off as a result of the reduction, the layoff provisions of Article X shall apply.

3. Under either (1.) or (2.) above employees will terminate or be laid off, as the case may be, on dates to be determined by the Company.

4. During the period when department(s) are shutting down, a high level or personnel movement is expected. No job bids by employees who elect to participate in this program will be accepted.

5. Should any conflict be found to exist between the labor Agreement and the Severance Allowance Plan, the Severance Allowance Plan shall govern.

J. Employees who leave the Company on a date other than that determined by the Company will forfeit any payments they may otherwise have been eligible for under this Severance Allowance Plan (i.e., resigns, retirees. discharged, etc.). This will not exceed one (1) year unless mutually agreed by the Company and the employee to extend this time.

K. An employee may elect to receive Severance Allowance payments in one of the following ways:

1. As a lump sum on the date of termination, one-half of the payment at termination

2. One-half six (6) months later, or

3. In twenty-four (24) monthly installments.

L. For employees who terminate, but are not eligible for retiree medical benefits or retiree life insurance, the medical plan and life insurance coverage (does not include optional life insurance) will continue for an additional three (3) months, assuming required employee contributions are paid.

M. Severance Allowance will not be paid if an employee accepts another employment opportunity within Monsanto.

# MEMORANDUM OF AGREEMENT

# Alternative Reward Strategies Gainsharing

Solutia Inc. current position on alternative rewards strategies is to approve gainsharing on a pilot/trial basis. Gainsharing is normally regarded as a system where both employees and the company share economically in productivity gains, according to a predetermined formula. In the spirit of maintaining and fostering continuous work improvement, a positive relationship and to insure that the Indian Orchard Plant is properly positioned to take advantage of any system improvement opportunity, Management and the Union jointly agree to establish a committee to investigate and understand how a gainsharing program might be designed and implemented at the Indian Orchard Plant site. It is the intent of this Agreement that both Management and the Union work together as partners in exploring how a gainsharing type program might benefit the organization. While it is possible that a new reward program may be developed, neither Management nor the Union is compelled, under this Agreement, to accept a gainsharing program or any other alternative reward strategy which originates from this committee’s activity.

# MEMORANDUM OF AGREEMENT

# Family Leave Policy

The Family Leave Policy enables all employees, who have completed their probationary period, to take up to a year of unpaid personal leave for the purpose of: caring for a newborn child, caring for a newly-adopted child, or caring for a seriously ill family member (e.g., child, spouse. parent. etc.). Employment protection will be based upon the contractual leave of absence provisions.

Benefits (medical, dental, etc.) will continue for the first six (6) months of the Family Leave as long as the employee makes the required contribution. The coverage under the disability income plans will continue for another six (6) months; however. if a person on leave becomes disabled, benefits payments begin on the employee’s expected return date. Benefit vesting and vacation credits will be administered according to the master pension and insurance agreements and contractual provisions.

Requests for leave under this policy will generally be granted unless there exists an unusual business need, and should be requested for as far in advance as possible. Unusually repetitive use of this policy by an employee over a short period of time may result in a leave not being granted.

# MEMORANDUM OF AGREEMENT

# Off-Shift First Aid Services

The Company and the Union agree that one way of ensuring the quality of off-shift First Aid services to site employees is to incorporate that capability within the Plant Emergency Response/Fire Brigade. As such, volunteers to join the Brigade and perform First Aid services on the off-shift will be encouraged. Selection will be based upon interest and availability with preference being given to current Brigade members.

Selected employees will initially receive advanced First Aid training with additional training being provided in specific areas such as rescues, Brigade procedures, Advanced CPR, etc. They will serve as active members of their respective Brigade and attend appropriate training. However, primary duties of these employees will be in providing First Aid Services to site employees. These First Aiders will work under the standing orders of the Plant Physician.

# MEMORANDUM OF AGREEMENT

# Central Fire Service Facility

Memorandum of Agreement between Solutia Inc. and Local 288 I.U.E.-C.W.A. and Local 414 I.C.W.U., AFL-CIO for the purpose of confirming previously held discussions used as the basis for approving the Central Fire Service Facility utilization.

It is agreed to by the parties that the safety equipment located at the Firehouse can be utilized by members of either Union for emergency and training purposes. That the recharging of safety equipment, such as fire extinguisher, Scott Air-Pacs, etc., used for either emergency or training purposes will be done by members from the Local which represents the end of the plant utilizing the equipment. In case of emergency situations, the equipment can be recharged by either Union based upon available manpower.

This Agreement is not designed to alter or change the current agreements regarding the maintenance of equipment, Fire trucks, HAZMAT truck, or facilities at the Firehouse. The Company commits that it is not the intent to have the work of one (1) Local done by the work of the other Local, except in emergency situations.

**MEMORANDUM OF AGREEMENT**

**Fire Brigade Captains**

It has been agreed upon by the Company and the Union to compensate Fire Brigade Captains at the rate of 40 hours per year for Fire Brigade Captain service. In the future, any union member promoted/appointed to serve as Fire Brigade Captain will be compensated at that rate.

# MEMORANDUM OF AGREEMENT

# Central Systems Facility

Memorandum of Agreement between Solutia Inc., (hereinafter called the Company), Local 288 I.U.E.-C.W.A. and Local 414 I.C.W.U., AFL-CIO [hereinafter called the Union(s)] for the purpose of confirming previously held discussion used as the basis for approving the Central Systems Facility Project.

It is agreed to by the Company and the Unions that the site on which the new Central Systems Facility is to be built will be geographically neutral, and staffed solely by Solutia Inc. employees. The Company and the Unions further agree that each Union will continue to be recognized as the sole collective bargaining agent for their respective employees who shall work in this new Central Systems Facility.

It is not the Company’s right to require the Unions to either share Systems or Air Conditioning work or perform Systems or Air Conditioning work which customarily has been performed by the other Union. However, both the Company and the Unions do understand that some equipment will be shared, only by Local 288 and 414, as necessitated by work demands. Assignments to the use of these places of equipment will be the Company’s responsibility.

Unless specifically superseded by this Agreement, the collective bargaining Agreement, all side letters and past practices will apply in all cases.

# MEMORANDUM OF AGREEMENT

# Joint Emergency Response Team

Recognizing the limited availability of manpower on shifts, as of October 1, 1991, the Company and Union(s) agree it is in the mutual interest of all parties to provide a joint Emergency Response team to facilitate the safety and well-being of the Indian Orchard people and facilities. The joint team will be comprised of representatives from both Unions, and will respond to Plant emergency situations and associated training as required. Once the emergency condition has been stabilized, team members will return to their respective work areas. The remaining clean-up will be the sole responsibility of the Union on which end of the Plant the emergency condition existed.

# MEMORANDUM OF AGREEMENT

# Fork Truck Repair, Yard

# (Bldgs. 60 & 61) and Building 138 Storage

Memorandum of Agreement between Solutia Inc. and Local 288 I.U.E.-C.W.A. and Local 414 I.C.W.U. for the purpose of confirming discussions used as the basis for approving the new Fork Truck Repair, Yard, and building 138 storage facilities.

It is agreed to by the parties that the site on which the new yard/fork truck repair Maintenance complex (bldgs. 60 & 61) is to be built, will be geographically neutral and staffed solely by Solutia employees. Facilities, supplies, and equipment can be utilized by members of either Union. Furthermore, is agreed that the maintenance of Buildings 60 and 61 shall be the responsibility of I.U.E.

It is agreed to by the parties that the Building 138 facilities, supplies, and equipment can be utilized by members of either Union. Furthermore, it is agreed that the Maintenance of Building 138 shall continue to be the responsibility of I.C.W.U.

The Company commits that is not the intent to have employees from one (1) Local doing the work of the other Local.

Original signed by:

L. D. Heffelfinger

Solutia Inc.

Thomas F. Sweeney Gary A. Bordeau

I.U.E., Local 288 I.C.W.U., Local 414

# MEMORANDUM OF AGREEMENT

# Mechanical Department Redesign

**Section 1.** In recognition that all Craftsperson’s may not desire, nor have the requisite leadership capability, to perform as an Mechanical or Systems Team Lead (MTL or STL), the following clarifications/modifications have been agreed to:

A. A High Performance Craftsperson who does not desire or is not able to achieve full MTL/STL status may achieve the additional eighteen (.18) cent increase by being certified as having achieved an additional skill.

B. To assure leadership skills are present and being utilized, within six (6) months of achieving MTL/STL status, the Craftsperson must demonstrate continued ability to lead others. A certification of this will be made by a three (3) person team [two (2) wage, one (1) salaried]. Decisions will be made by consensus. Where consensus cannot be reached, the Company may act and the employee may grieve. Failure to certify will result in the loss of MTL/STL status period and a reduction of eighteen (.18) cents in pay rate. The employee may reapply for another opportunity to certify at this level after a three (3) year period. This certification will apply retroactively to rotating Team Lead’s (MTL/STL) upgraded since acceptance of the redesign, with the clock starting as of March 20, 1994.

Recertification will include all Craftsperson’s including leads as stated in Memorandum of Agreement, Common To All Redesigns, Section 3.

1. Criteria will include:

(a) Shop/jobs being led by individual in efficient and effective manner.

(b) Customer satisfaction.

(c) Effective communications with fellow employees and customers.

C. Rotation frequency through the various leadership/administrative roles will be established by supervision depending on task complexity and training required. Example: the Planner role or payroll function role may rotate every two (2) or three (3) years while leadership on a particular job may be rotated on a daily basis.

D. All High Performance Master Mechanics that have attained an additional technical and administrative skill assumes Occupation Code 662L (Mechanical Team Lead).

E. All High Performance Systems that have attained an additional technical and administrative skill assumes Occupation Code 667L (Systems Team Lead).

# MEMORANDUM OF AGREEMENT

# Systems/Refrigeration Shop/Job Combination

**Section 1.** As of March 18, 1994, the following is agreed:

A. Refrigeration Systems Specialist OC 671 Seniority Area 26 combined into Systems Specialist OC 677 Seniority Area 27, established at Job Level 33C

Note: Refrigeration duties will become a specialty within the new occupation. Existing Refrigeration Systems Specialists will automatically hold this specialty and will be grandfathered and not be required to be obtaining electrical license. Selected Systems Specialists will be trained in their zones to handle refrigeration zone needs.

# MEMORANDUM OF AGREEMENT

Saflex Job Combination/Control Lab/RB-9100

July 19, 2009

**Section 1.** The following occupation changes will be made as soon as possible:

A. Saflex Control Lab and RB-9100

1. On or about August 3, 2009 all Butvar samples will be run in the Saflex Control Lab.

B. RB-9100

1. Process Control Operator’s (PCO’s), OC 678 will deliver samples to receive testing results from the West Control Lab or other designated Lab area and will authorize hot work/confined space permits per procedures.

2. Quality Control (QC) Analysts Seniority Area 16 - will perform lab/related work, i.e., calibration, sampling, testing, standardization or verification and take/retrieve process samples anywhere assigned in the Resimene area (Buildings 81, 89, 95, Kettle #1, etc.).

C. Saflex Quality Control Technicians / Lead Technicians may be required to pick up samples from anywhere in the plant.

# MEMORANDUM OF AGREEMENT

# Seniority Area #37 Job Consolidation

# Creation of OC 698 Utility Dept.

**Section 1.** As of February 15, 1994, the Company and the Union agree to further consolidate all jobs within Seniority Area #37 to expand on the Utility department concept. Therefore, employees with the following Occupation Code’s (O.C.) will be upgraded to the Utility Attendant:

O.C. 100, Concrete Worker, Level 13

O.C. 187, Heavy Equipment Operator, Level 15

O.C. 256, Laborer, Level 11

A. OC 166, Fire Service Equipment Services will remain at the Utility Attendant. They are now also part of the new Utility department and are expected to perform former Fire Services & Yard duties as required.

B. OC Codes 100, 187, 256 and 166 will now be known as Utility Attendants.

C. OC 688L, Lead Yard Attendant toll remain at Level 19, but title will change to Lead Utility Attendant.

D. OC 698 will be the combined job descriptions for former OC 100, 187, 256, 166. In addition, OC 698 will be expected to do “yard” painting (i.e., signs, posts, handrails, etc.) Also, OC 698 will be expected to paint “fire protection equipment” (i.e., associated buildings, steelworks, piping, etc.) OC 698 will also be expected to do minor mechanical work in the yard (i.e., hanging/removing signs, fence work, Utility equipment repair, etc.).

E. In the future, all employees operating heavy equipment, will be required to be licensed by the State. Determination of who will operate the equipment will be a job assignment within the department.

F. This is an expansion of the Memorandum of Agreement, Creation of Utility department July 18, 1988. This will take effect immediately upon signing.

# MEMORANDUM OF AGREEMENT

# Combination of 89 & 64

# Warehouse Seniority Groups

During the 2000 negotiations, the Company and Union agree to combine 64 Warehouse into Seniority Area 16 while maintaining existing four (4) occupation codes. This enables work to be performed in either warehouse by Material Handler Operators (MHO) from either Warehouse dependent on business needs, with approval by supervision when needed.

**MEMORANDUM OF AGREEMENT**

**Combination of 64, 89 & 97**

**Seniority Groups**

During the 2003 negotiations, the Company and Union agree to combine 64, 89 and 97 Warehouses into Seniority Area 51, with Occupation Code 699 and will be paid at the current rate of OC#699, with employees being able to work in any of the warehouses as directed by management.

**MEMORANDUM OF AGREEMENT**

**Final and Concluding Agreement**

**Modified April 1, 2013**

The following memorandum of Agreement supersedes and replaces in its entirety the prior Memorandum of Agreements contained within the current collective bargaining agreement between Solutia Inc. and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers--Communications Workers of America, AFL-CIO, Local 288 and titled Memorandum of Agreement--Central Maintenance; Memorandum of Agreement--Central Stores/Maintenance; Memorandum of Agreement—Central Fire Service Facility; Memorandum of Agreement – Central Systems Facility; Memorandum of Agreement--Fork Truck Repair, Yard—(Bldgs. 60 & 61) and Building 138 Storage.

This Memorandum of Agreement is entered into between Solutia Inc. and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, AFL-CIO, Local 288 and shall become effective as of June 1, 2006. It is agreed to by the Company and the Union that it is the Company’s right to require the Union to either share Maintenance, Stores/Receiving, Yards/Utility and Logistics work or perform Maintenance, Stores/Receiving, Yards/Utility and Logistics work or perform Maintenance, Stores/Receiving, Yards/Utility and Logistics work which has customarily been performed by other unions in the Maintenance/Stores/Utilities/Yard and Logistics area.

Guiding Principles:

Attrition – The Company and Local 288 are fully committed to continuous improvement in the cost effectiveness and productivity of our operations and all employees. In consideration of this commitment from Local 288, the Company agrees that no employee will be laid off or moved to another department as a direct result of the removal of the east/west barrier as related in this Memorandum of Agreement.

Work Schedules – The work hours of the current employees (as of the date of the MOA) in the east union combined areas will not be changed as a result of this Memorandum of Agreement unless mutually agreed upon by both Local 288 and the Company.

Overtime –The Company respects the right of Local 288 to maintain its own overtime list in Maintenance and Stores/Receiving/Utilities. The parties agree that it will be essential for one site-wide overtime list to be developed in these departments, separated by work groups only. Local 288 commits to utilizing the Harmonization Process described in the MOA to accomplish this goal.

In the Logistics area, the company will utilize the Harmonization Process to identify opportunities for cross-training personnel in specialty areas. Each specialty area will have a set number of personnel cross-trained as defined by the team. There will be one site-wide overtime list for all members of the department.

The Company and Local 288 mutually commit to achieving these objectives within 90 days of the initial Harmonization Team meeting.

Strike – In the event of a strike or lockout, the Company will recognize the previous unit lines and will not force Local 288 to cross such lines.

Harmonization – The Company and Local 288 agree that there are differences between the unions that are not addressed in this Memorandum of Agreement but must be harmonized in order to achieve its maximum benefit. The Company and Local 288 are fully committed to resolving these differences in a timely manner upon ratification of this agreement. Toward this end, continuous improvement teams will be established to develop recommendations for management’s consideration or, if the matter must be bargained, for the respective negotiating committees. Each team will consist of equal members (2) from each union as well as from management.

**MEMORANDUM OF AGREEMENT**

**Single Overtime List for Maintenance (by craft), Stores/Utility and Logistics (by warehouse)**

**July 19, 2009**

During the 2009 negotiations the Company and the Union engaged in extensive discussions regarding the benefits of establishing one team across the site whenever possible and practical. In the Final and Concluding Agreement dated June 1, 2006 the parties agreed that it would be essential for one site wide overtime list to be developed in Maintenance (by craft), Stores/Utility and Logistics (by warehouse) separated by work groups only. The union committed to utilizing the Harmonization Process described in the MOA to accomplish this goal. Despite the good faith efforts of the parties since that time the parties have not been able to reach the goal of a single overtime list. In light of the importance of this goal the parties will commit to achieve a single combined overtime list of both unions in Maintenance (by craft), Stores/Utility and Logistics (by warehouse) not later than January 1, 2010. The parties further agreed to make every good faith effort to resolve any unforeseen differences that may interfere with achieving a single combined overtime list in any of these groups.

The union agrees that if the parties have not reached a consensus by January 1, 2010 the company has and may exercise the right, at its sole discretion, to make a final decision regarding any unresolved differences in order to implement a single combined overtime list in Maintenance (by craft), Stores/Utility and Logistics (by warehouse) effective January 1, 2010.

**MEMORANDUM OF AGREEMENT**

**Rotating Shift Schedules**

**July 19, 2009**

The parties agree that all 24/7 rotating shift employees will work a Four On/Four Off Twelve hour rotating shift schedule, effective August 17, 2009 (Sunday, August 16, 2009 at 7:00pm). The start time of the rotating day shift and the start time of the maintenance day shift shall be 7am.

Provisions in Article VI, Section 2 regarding departmental voting are no longer in effect. There may be one vote to change the shift schedule for all 24/7 rotating shift employees during the term of the agreement. The company and the union must mutually agree to the newly proposed rotating shift schedule (per Article VI, Section 2) and to the timing of the vote. This vote will require a 2/3 majority of the actual vote to switch to the newly proposed schedule. Abstain votes will not be considered.

Management will continue to reserve the right to make a shift change as required for business reasons, i.e., five day shift vs. seven day shift.

**MEMORANDUM OF AGREEMENT**

**Saflex Quality Control Laboratory**

**Modified April 1, 2013**

During the 2009 negotiations, there was considerable discussion about the need to restructure the Saflex QC lab in order to provide world class QC support to the Butvar and Saflex production operations. As a result of these discussions, the parties agreed that the newly defined positions of Quality Control Technician and Quality Control Lead Technician will be filled per Article XI, Section 12 by candidates who meet the minimum requirements of the position as outlined in the job descriptions. **Both Quality Control Lead Technicians and Quality Control Technicians will perform material releases and equipment calibrations.** In addition, backup of the Quality Control Lead Technicians will be done by the Lab Supervisor or Lab Chemist during any and all absences, or when the **Lead Technician** is performing a higher priority task. Backup will be limited to coordinating and conducting material releases.

**MEMORANDUM OF AGREEMENT**

**Pay For Advanced Skills - Crafts**

**July 19, 2009**

In order to effectively and efficiently manage all site maintenance needs, the maintenance department requires a minimum number of craftspeople who – in addition to basic requirements – demonstrate advanced skills and knowledge in certain disciplines including but not limited to welding, vehicle repair, mobile cranes, HVAC, instrumentation, machinist, sheet metal, LDAR and specialty training/licenses, etc. The department also requires craftspeople who demonstrate advanced skills and knowledge of specialized plant critical equipment. In order to recognize and reward craftspeople who demonstrate these advanced capabilities, a Pay for Advanced Skills program will be implemented not later than April 1, 2010. Under this program, management will select individuals who are qualified in certain identified skills and these individuals will receive premium pay.

Management will:

1. Determine the number of craftspeople needed in each skill based on site or business needs
2. Determine who is selected per Article XI, Section 12 of the labor agreement
3. Determine whether an individual has properly maintained their eligibility for the program

Individuals selected for the Pay for Advanced Skills program must demonstrate advanced skills and knowledge beyond that which is required of a Master Mechanic and/or Systems Specialist. Qualification will be achieved through testing and on-the-job performance plus continued application of the advanced skills. Only selected employees who maintain these advanced skills will receive the Pay for Advanced Skills premium.

**MEMORANDUM OF UNDERSTANDING**

**Pay Practices**

**July 19, 2009**

During the 2009 negotiations, the parties discussed inconsistencies in certain pay practices at the Indian Orchard plant. The parties agreed to clarify these inconsistencies as noted below:

As of August 1, 2009, paying time and one-half for hours worked within a 24-hour period (WW24) will no longer be in effect, and

As of January 1, 2010, paying a twenty-seven (27) hours stipend for employees who volunteer as a first responder will be discontinued unless Local 414 retains the stipend. In that event, the stipend will continue for Local 288, and

As of July 19, 2009, paying a minimum of four hours overtime for work that runs into or out of an employee’s shift will be discontinued.

# MEMORANDUM OF AGREEMENT

**Departmental Overtime Agreements**

# July 19, 2009

During the 2009 Negotiations, the parties discussed at length that past practices exist in certain departments that result in the requirement of utilizing overtime to perform work that could be performed by employees already working on straight time. As part of their discussion on this topic, the parties confirmed their mutual agreement to the principle of “full utilization of people in the most cost-effective manner”. To that end, past practices, including those referenced in overtime agreements that would result in overtime for work that could be performed on straight time will no longer be in effect upon the effective date of this agreement. The terms and conditions of this agreement shall define the company’s obligations regarding overtime policies and procedures. This agreement shall supersede and nullify any conflicting provisions in any verbal or written agreement regarding overtime which are not expressly incorporated into this agreement.

**MEMORANDUM OF AGREEMENT**

**Joint Emergency Response Teams**

**April 5, 2010**

The Company and Union(s) agree it is in the mutual interest of all parties to provide a Joint Emergency Response Team to facilitate the safety and well-being of the Indian Orchard people and facilities. The joint team will be comprised of volunteers from both Unions and from salary personnel, and will respond to Plant emergency situations as required. Once the emergency condition has been stabilized, team members will return to their respective work areas. The Joint Emergency Response Team will be an extension of the Company’s ESHS department.

Although this is a volunteer organization open to all, the nature of the mission, protection of life, property and the environment, demand a high degree of professionalism. The Joint Emergency Response Team will consist of three individual teams that provide four basic services for the site, Fire Protection, Hazmat, Confined Space Rescue, and Basic First-Aid. The three teams will be based on a hierarchy system to address the needs of the plant. The new structure and stipend will take effect January 1st, 2010.

Volunteers may participate on one or more teams. All members must participate in the required training programs and meet medical health testing requirements as necessary to comply with Company and regulatory requirements.

The three teams making up the Joint Emergency Response Team include the Fire Brigade, the Hazmat Team, and the Confined Space Rescue Team. The stipend which is paid yearly and the basic training for each team will be broken down as follows:

Confined Space Rescue Team (CSRT) – Members will receive training in the methods associated with the techniques used in retrieving individuals from confined spaces. Members must also be trained in basic First-aid, CPR and AED use. Volunteers for the Confined Space Rescue Team will receive a stipend of 27 hours of pay, paid at the highest active team member’s rate of pay for the contract year.

Hazmat Team (HT) – Members will receive training in the methods associated with the proper containment and clean-up of hazardous chemicals. Volunteers for the Hazmat Team must also be part of the Confined Space Rescue Team. Volunteers to the Hazmat Team will receive an additional stipend of 10 hours of pay, paid at highest active team member’s rate of pay for the contract year. The maximum stipend will be 37 (27 CSRT + 10 HT) hours of pay.

Fire Brigade (FB) – Members will receive training in the methods and techniques associated with properly fighting fires. Volunteers for the Fire Brigade must also be part of the Hazmat and Confined Space Rescue Teams. Volunteers to the Fire Brigade will receive an additional stipend of 20 hours of pay, paid at the highest active team member’s rate of pay for the contract year. The maximum stipend will be 57 (27 CSRT + 10 HT + 20 FB) hours of pay.

To assist in providing leadership during the shifts, a Shift Brigade Leader will be nominated by the team members. Nominees must pass the applicable tests for the position and must be approved by management. Shift Brigade Leaders will receive an additional 27 hours of pay above the regularly appoint members of the fire brigade, paid at the highest active team member’s rate of pay for the contract year. The maximum stipend will be 84 hours of pay.

To coordinate the efforts of the above mentioned teams, it is agreed upon by the Company and Unions that there will be two appointed Fire Brigade Captains. Captains must be experienced and pass the required tests for the position and must be approved by management. Captains will receive an additional 40 hours of pay above the Shift Brigade Leaders, paid at the highest active team member’s rate of pay for the contract year. The maximum stipend will be 124 hours of pay.

The Company will make every reasonable effort to appoint qualified Shift Brigade Leaders and Fire Brigade Captains from both Unions to the extent possible.

The stipend for the above mentioned teams will be paid in the first week of December of each year.

**MEMORANDUM OF AGREEMENT**

**Tuition Reimbursement**

**April 1, 2013**

**The individual development and continuing education of all employees contributes to the successful operation of the Indian Orchard Plant. Effective in calendar year 2014, Union-represented employees will be eligible to participate in the Eastman Chemical Tuition Reimbursement Policy and under the same terms and conditions as offered to all heritage Solutia salaried employees in the United States. The Company or the policy sponsor shall have the right to amend the policy at its discretion during the term of this Agreement.**

**MEMORANDUM OF AGREEMENT**

**Over the Road Driving**

**April 1, 2013**

**Effective upon ratification of this Agreement “over the road” CDL driving will no longer be performed by Local 288. The Company will continue to require a CDL to operate the yard horse, bulk truck, and twin axle Mack.**





