

February 18, 2021

**Final and Concluding Agreement
Solutia, Inc. (Indian Orchard) a subsidiary of Eastman Chemical
Company & IUE-CWA, Local (81)288**

1. 3-Year Agreement:

**ARTICLE XXII
Term of Agreement**

This Agreement shall become effective as of 11:00 p.m., [April 1, 2021](#) and shall remain in effect until 11:00 p.m., [April 1, 2024](#), 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.

2. Wages:

- General Wage Increases as follows:
 - April 1, 2021 – 2.50%
 - April 1, 2022 – 2.50%
 - April 1, 2023 – 2.50%
- April 1, 2021 – Increase Yards base rate by 24.40%
- April 1, 2021 – Increase Stores base rate by 10.30%
- April 1, 2021 – Increase Logistics base rate by 4.33% for active MHO/CDL drivers
- April 1, 2021 – Increase Logistics base rate by 4.77% for those team members hired or bid into the position after July 19, 2006
- April 1, 2021 – Increase Logistics base rate by 4.05% for those team members hired or bid into the position before July 19, 2006
- April 1, 2021 – Increase Shift Premium to \$1.00 per hour
- April 1, 2021 – Ratification bonus of \$250.00 for each active member of Local 288
- Refer to attached “**Schedule 2**”

3. Summary Overview:

- A. Add MOA ("**Non-craft Overtime Agreements**"): Commitment to update RB and Saflex Departmental Overtime Agreements
- B. Add MOA ("**Separate Stores and Utility (aka "Yards") Groups**"): Stores and Yards will become separate Seniority Areas
- C. Modify Article XI (Job Posting and Placement), Section 11: Transfer of Utility positions (aka "PVRs") from SEOI occupation to SEOII occupation as follows:
 - Four (4) SEOI PVRs will be cutback to SEOII PVR positions and maintain the SEOI rate and will be eligible for general wage increases
 - One (1) SEOI Trainer PVR will be cutback to the SEOII Trainer position and maintain the SEOI rate and will be eligible for general wage increases
 - One SEOI PVR will remain in the SEOI occupation (exclusive of Chief PVR positions)
 - Employees cutback will be eligible to bid on vacant permanent SEOII positions without impacting the SEOI wage rate
 - Employees cutback who are offered a vacant SEOI position, and refuse, will have their hourly rate reduced to the "grandfathered" higher tiered SEOII rate
 - If an employee is not offered the opportunity to fill a vacant SEOI position during the life of the contract, they will maintain the SEOI rate
- D. Modify Article XVIII (General Provisions), Section 15C: All MHOs have the ability to perform certain work in Saflex as defined in Article XVIII, Section 15C; union withdrawal of related grievance
- E. Modify Article VIII (Vacations): Increase vacation time available to team members with less than five years of service from two (2) to three (3) weeks per year
- F. Modify Article V (Hours and Overtime), Section 9 to reflect eleven (11) holidays as a result of the Company's decision to add the Martin Luther King holiday
- G. Modify MOA "Joint Emergency Response Teams" dated April 5, 2010 to reflect an increase to the HazMat Team ("HT") stipend from 10 hours to 15 hours; this will roll up through all levels above accordingly
- H. Settlement of AAA Case # - 01-20-0015-6735
 - RB Process Control Operators will each receive a one-time payment of \$2,500.00

- PVB Operator will be primarily responsible for setting-up and disconnecting trucks backed up by the Field Operator as needed

4. Updated Contract Language:

- *Increase shift premium:*

**ARTICLE IV
Wage Rates**

Section 3. Effective April 1, 2021 shift premium will increase to one dollar (\$1.00) 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.

- *Summary Overview “A”: Overtime Agreements*

MEMORANDUM OF AGREEMENT
Non-craft Overtime Agreements
April 1, 2021

The parties agree that a team of six, comprised of an equal number of members from the Union and the Company, will be formed to review and update existing departmental overtime processes for Saflex and RB. The team will submit a final plan no later than October 1, 2021. Guiding these discussions will be the concept of providing each employee an equal amount of unscheduled overtime in each classification in each department as stated in Article V, Section 4 of the Agreement. If the parties are unable to develop an updated plan, the Company, at its sole discretion, will implement its plan under the same guiding principle of fair and equitable distribution of overtime.

There will be a (6) month trial period beginning the date of implementation. Either party may request a joint meeting to review the effectiveness of the updated departmental overtime agreements and offer suggestions and alternatives for consideration.

- *Summary Overview “B”: Separate Stores and Yards*

MEMORANDUM OF AGREEMENT
Separate Stores and Utility (aka “Yards”) Groups
April 1, 2021

Effective April 1, 2021, the Stores /Receiving (aka “Utility”) groups will become separate seniority areas. It is understood that this MOU supersedes

all references in the collective bargaining agreement, and all past practices including back-up between stores and utility, where the groups were combined.

- **Summary Overview “C”: SEOII PVRs**

Modify Article XI, Section 11 as follows:

Section 11. Any seniority area or occupation can have a Utility person within it. The Utility person (including “PVR / Trainers”) will be expected to train and qualify for any occupation within their seniority area as deemed necessary by management.

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.

~~All Utility persons (including “PVR / Trainers”) within the Saflex seniority area, excluding the Quality Control Lab, will be SEOI PVRs.~~

In no event will the Utility person (including “PVR / Trainers”) receive a lower rate than their current occupation code.

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.

- **Summary Overview “D”: MHOs Performing Certain Work**

Modify Article XVIII, Section 15 as follows:

Section 15.

- A. 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 work and 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.

- B. 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.
- C. 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 area with 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. Except for what is specifically provided in this section, it is not the intention of this provision to use Saflex employees and MHOs interchangeably, nor is it the intention to change the primary responsibilities of the Logistics or Saflex Seniority Areas.
 - 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.

- **Summary Overview “E”: 3-Weeks of Vacation**

Modify Article VIII as follows:

**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 **ten hours** 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 preceding April 1 of the current year shall receive **three** weeks’ vacation with pay.
- C. All employees who receive vacation time pursuant to Section 1.A and 1.B above will be allowed to use some portion of that vacation time as Flexible Vacation Time as described in the “Eastman Flexible Vacation Time Policy for Massachusetts Union Employees”.

Section 6.

- A.** 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 **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 twenty (20) 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 thirty (30) years or more of continuous service not later than April 1, 2018 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.** The term “continuous service” as used in Paragraphs (A-**C**) 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.

- ***Summary Overview "F": Martin Luther King Holiday***

Modify Article V as follows:

**ARTICLE V
Hours and Overtime**

Section 9. Premium pay at the rate of double time and one-half shall be paid for all work performed on the [11](#) holidays set by the company each year.

In addition, each employee will be granted one (1) floating holiday each year which must be taken within the calendar year by December 31st. The floating holiday shall be recognized on the employee's birthday. If the employee elects to move the floating holiday to another scheduled workday other than their birthday, the employee must submit the request at least ten (10) days in advance to their supervisor.

Section 10. Except as provided below, eight (8) hours straight time shall be paid for the [11](#) holidays set by the Company each year although not worked.

With two (2) weeks' notice employees will be able to request via a posted sign-up sheet the following holidays off: Christmas Day, the day before/after Christmas Day, Thanksgiving Day, the day before/after Thanksgiving Day, July 4th, the day before/after July 4th, and Labor Day provided these days are one of the [11](#) holidays set by the Company each year.

- The number of employees who may take advantage of the two week (2) 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.

- B. 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.

If the company chooses to shutdown an occupation on one of the [11](#) holidays set by the company each year, employees working Four On/Four Off Rotating shifts whose regularly scheduled workday falls on the holiday will be paid twelve (12) hours for said holiday.

- ***Summary Overview "G": Emergency Response Team***

Modify MOA "Joint Emergency Response Team" dated April 5, 2010 as follows:

**MEMORANDUM OF AGREEMENT
Joint Emergency Response Teams
[April 1, 2021](#)**

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 **15** hours of pay, paid at highest active team member's rate of pay for the contract year. The maximum stipend will be **42** (27 CSRT + **15** 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 **62** (27 CSRT + **15** 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 **89** 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 **129** 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.

5. Schedule 2:

| SCHEDULE 2 (modified 04/01/2021) | | | | | | | | | | | | | | | | |
|--|----------------------------|----------|---|---------------------|------------------|--|-----------|-----------|----------------------------------|--|----------|--------|-----------|--------|-----------|--------|
| Seniority Area | Department Name | Job Code | Job Title | Bidding Restriction | Experience Table | 2021 Rate | 2022 Rate | 2023 Rate | | | | | | | | |
| 27 | Systems | 667 | Systems Specialist | 24 Months | 36 Weeks | \$ 38.52 | \$ 39.48 | \$ 40.47 | | | | | | | | |
| 24 | Master Mechanic | 662 | Master Mechanic | 24 Months | 36 Weeks | \$ 37.94 | \$ 38.89 | \$ 39.86 | | | | | | | | |
| 17 | Saflex | 607 | Saflex Extrusion Operator I | 48 Months | 36 Weeks | \$ 36.51 | \$ 37.42 | \$ 38.36 | | | | | | | | |
| 34 | Powerhouse | 34 | Boiler Operator | 120 Months | 36 Weeks | \$ 36.51 | \$ 37.42 | \$ 38.36 | | | | | | | | |
| 53 | RB Resins | 678 | RB Process Control Operator | 48 Months | 36 Weeks | \$ 36.51 | \$ 37.42 | \$ 38.36 | | | | | | | | |
| 17 | Saflex | 481 | Saflex Quality Control Technician | 24 Months | 36 Weeks | \$ 35.27 | \$ 36.15 | \$ 37.05 | | | | | | | | |
| 17 | Saflex | 608 | Saflex Extrusion Operator II | 48 Months * | 30 Weeks | \$ 30.30 | \$ 31.06 | \$ 31.84 | | | | | | | | |
| 17 | Saflex | 608 | Saflex Extrusion Operator II | 48 Months * | 30 Weeks | \$ 34.63 | \$ 35.50 | \$ 36.39 | | | | | | | | |
| 17 | Saflex | 693 | Saflex Raw Material Operator | 48 Months * | 30 Weeks | \$ 30.30 | \$ 31.06 | \$ 31.84 | | | | | | | | |
| 17 | Saflex | 693 | Saflex Raw Material Operator | 48 Months * | 30 Weeks | \$ 34.43 | \$ 35.29 | \$ 36.17 | | | | | | | | |
| 22 | Stores | 526 | Stores/Receiving If hired or bid after July 19, 2006 | 48 Months | 24 Weeks | \$ 24.96 | \$ 25.58 | \$ 26.22 | | | | | | | | |
| 22 | Stores | 526 | Stores/Receiving If hired or bid before July 19, 2006 | 48 Months | 24 Weeks | \$ 34.13 | \$ 34.98 | \$ 35.85 | | | | | | | | |
| 23 | Yards | 527 | Utility Attendant If hired or bid after July 19, 2006 | 48 Months | 24 Weeks | \$ 28.15 | \$ 28.85 | \$ 29.57 | | | | | | | | |
| 23 | Yards | 527 | Utility Attendant If hired or bid before July 19, 2006 | 48 Months | 24 Weeks | \$ 34.13 | \$ 34.98 | \$ 35.85 | | | | | | | | |
| 22/51 | Stores/Receiving Logistics | 699-CDL | Material Handler Operator Active CDL Driver | 48 Months | 24 Weeks | \$ 29.37 | \$ 30.10 | \$ 30.85 | | | | | | | | |
| 22/51 | Stores/Receiving Logistics | 699 | Material Handler Operator If hired or bid after July 19, 2006 | 48 Months * | 24 Weeks | \$ 23.71 | \$ 24.30 | \$ 24.91 | | | | | | | | |
| 22/51 | Stores/Receiving Logistics | 699 | Material Handler Operator If hired or bid before July 19, 2006 | 48 Months * | 24 Weeks | \$ 34.65 | \$ 35.52 | \$ 36.41 | | | | | | | | |
| → Former rate for position | | | | | | * Bidding Restrictions subject to exceptions in Article XI, Section 5 | | | | | | | | | | |
| 1) Position designated with: L (Lead) + \$.75 per hour above employee's base rate | | | | | | <table border="1"> <thead> <tr> <th colspan="2">Pay for Advanced Skills Premiums</th> </tr> <tr> <th>Level I:</th> <td>\$0.25</td> </tr> <tr> <th>Level II:</th> <td>\$0.50</td> </tr> <tr> <th>Level III</th> <td>\$1.00</td> </tr> </thead> </table> | | | Pay for Advanced Skills Premiums | | Level I: | \$0.25 | Level II: | \$0.50 | Level III | \$1.00 |
| Pay for Advanced Skills Premiums | | | | | | | | | | | | | | | | |
| Level I: | \$0.25 | | | | | | | | | | | | | | | |
| Level II: | \$0.50 | | | | | | | | | | | | | | | |
| Level III | \$1.00 | | | | | | | | | | | | | | | |
| 2) Position designated with: T (Trainer) + \$.75 per hour above employee's base rate | | | | | | | | | | | | | | | | |
| 3) Position designated with: A2 (Additional Technical Skill 2) + \$.50 per hour above employee's base rate | | | | | | | | | | | | | | | | |
| 4) Position designated with: A1 (Additional Technical Skill 1) + \$.25 per hour above employee's base rate | | | | | | | | | | | | | | | | |
| 5) Position designated with: TT (Temporary Trainer/Maintenance/Production) + \$.30 during time assigned to train | | | | | | | | | | | | | | | | |
| 6) Position designated with: OT (Overtime Coordinator) + \$.25 per hour above employee's base rate | | | | | | | | | | | | | | | | |
| 7) Position designated with: DV (RB Delta V Specialist/Trainer) +\$2.50 per hour above employee's base rate | | | | | | | | | | | | | | | | |
| 8) Position designated with: C (Chief) +10% per hour above employee's base rate | | | | | | | | | | | | | | | | |
| Revised April 1, 2021 | | | | | | | | | | | | | | | | |

Final and Concluding Agreement

The undersigned Union, through its designated representatives, and the Company have agreed to the terms and conditions of the attached Final and Concluding Agreement dated XXXX. The Agreement was negotiated in good faith and is supported and endorsed by the Union, the individuals who have signed below, and the Company. The Agreement is subject to ratification by the Union's general membership which vote shall take place on XXXX.

The Union acknowledges that in the event the Agreement is rejected by its membership the entire Agreement will be withdrawn by the Company.

For IUE-CWA, Local 288

For Eastman, Inc. – Indian Orchard

Jesse D. Desrochers
President

Cynthia Averell

Rodney Carter
Negotiating Committee Chair

Karoline Butler

David H. Durocher
Vice President

David O'Neill

Daniel J. Dineen
Negotiating Committee

Marios Politakos
Negotiating Committee

Mathew P. Ryczek
Negotiating Committee

Joseph E. Swift
Negotiating Committee