

AGREEMENT BETWEEN

Preferre Melamines LLC

Indian Orchard Plant
Springfield, Massachusetts

-AND-

IUE-CWA, AFL-CIO

AND ITS LOCAL 81288-B

July 1, 2021 – June 30, 2025

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AGREEMENT

This Agreement made and entered into this 28th day of June, 2021, by and between Prefere Melamines LLC, hereinafter referred to as the COMPANY, and the IUE-CWA, AFL-CIO, for itself and on behalf of its Local 81288-B, hereinafter referred to as the UNION.

ARTICLE 1

Union Recognition

The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all Resimenes Process Operators, Resimenes Maintenance Coordinator, Resimenes PVR Operators, Resimenes Quality Control Analyst/Downstairs Operator, Resimenes Quality Control Analysts and RPO Crew Leaders at the Company's Indian Orchard Facility. It is agreed that the terms "employee" and "employees" for the purposes of this Agreement shall include only those employees in the bargaining unit set forth in this Article. All other employees are excluded.

ARTICLE 2

Union Security

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, is concerned, for the duration of this Agreement.
2. 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.
3. 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.

ARTICLE 3

Dues Check-Off

1. The Company, for each member of the bargaining unit who so duly authorizes it, in writing, will deduct biweekly dues in an amount provided to the Company, in writing, by the Union, from the earnings payable to such employee and shall, in a reasonably timely fashion, remit all such deductions to the International Union.
2. The Union agrees to indemnify and hold the Company harmless for any liability (including legal fees) from any action or actions growing out of these deductions commenced by a member of the bargaining unit against the Company, and assumes full responsibility for the disposition of the funds so deducted. Further, any dispute relative to any dues deducted pursuant to this Agreement will be settled and/or resolved between the Union and the member of the bargaining unit, and the Company shall not be held liable in any way for the funds involved in such a dispute.

ARTICLE 4

Anti-Discrimination

The Company agrees that in hiring, promotions, assignment of jobs or with respect to any other term or condition of employment or union membership, it will not discriminate against any Employee covered by this Agreement because of union membership or activity, age, sex, race, creed, color, marital status or national origin. As to this article, only grievances related to union membership or activity are arbitrable under this Agreement.

ARTICLE 5

Job Classifications

1. The Company shall maintain six job classifications – Resimenes Process Operator, Resimenes Maintenance Coordinator, Resimenes PVR Operator, Resimenes Quality Control Analyst/Downstairs Operator, Resimenes Quality Control Analyst and RPO Crew Leader. The job descriptions for each position are attached to this Agreement, beginning at Tab A.
2. Employees will, upon direction, assist maintenance or perform work with hand tools.
3. If the Company intends to establish a new job classification, or if it anticipates changing an existing classification, the Company will notify the Union in writing fifteen (15) working days prior to the anticipated addition of a new classification or change in an already existing classification. The Company and the Union will then discuss the Company's intention in these regards to assure a harmonious establishment of a new classification or the change to an already existing classification. For the purposes of this Agreement, "working days" are defined as Monday through Friday, excluding any holidays recognized in this Agreement.

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

5. If the Union disagrees with the newly established classification it shall so advise the Operations Director in writing, setting forth its objections within ten (10) working days from the date of submission of the job description and classification to the Union. A representative of the Company will then meet with the Union's 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.

6. The rate for a new classification will go into effect immediately upon its creation. Any change in job content with a resulting wage increase will 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, the changed rates will be retroactive to the date when they were originally classified by the Company.

ARTICLE 6

Wages

1. The hourly wage rates are specified in Schedule 1 attached hereto.

2. New hires will start at 80% of the hourly wage rate and will progress based on actual experience to 100% of the hourly wage rate per the following schedule:

- Employee will receive 85% of the job code rate upon completion of their training and their becoming fully qualified to perform the job
- Employee will receive 90% of the job code rate after performing the job for a six month period, with at least 1,000 hours worked
- Employee will receive 100% of the job code rate after performing the job for 18 months, with at least 3,000 hours worked.

Current employees transferring into a new position for which they are not fully qualified will be paid at 90% of the job code rate for the new position until such time as they become fully qualified. Once fully qualified, their rate will increase to 100% of the job code rate. Company will make an effort to allow the employee to continue to train until they are qualified.

The employee's rate will be maintained at the target percentage above in the event of an increase in the hourly wage rate.

3. Effective July 1, 2022, a shift premium of ninety-five (\$.95) cents per hour shall be added to the basic hourly wage rate of any employee who works on any shift other than a regular straight non-rotating shift.

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 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.

5. Employees are required to report to work at their assigned times. When an employee is going to be late or absent, notification to the immediate supervisor and control room/control lab is required as early as possible. If an employee wants to leave early, advance permission from a supervisor and notification to the control room/ control lab is required. Any employee who does not follow the procedures in this Section will not be compensated for the missed time and is subject to discipline pursuant to Article 16.

ARTICLE 7

Hours and Overtime

1. For the purpose of computing the pay of a non-rotating shift 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 7:00 p.m., Sunday and end at 6:59 p.m., the following Sunday. The normal work week for shift employees shall be the same.

2. 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.

3. 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 non-rotating shift shall be determined by the Company.

4. 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.

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

6. 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. 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. 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 one of the operators in 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, 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.

7. 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 two (2) free passes in one calendar year, limited to use in situations where there is a compelling reason why the employee cannot remain at work.

8. A 15-minute wash-up period on Company time shall be allowed to employees who perform tasks that involve handling skin-irritating materials. This time shall be taken before the regularly scheduled quitting time, unless otherwise instructed by their immediate supervision. 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 approval.

9. All employees, shift and non-rotating shift workers, will receive smoking, rest, or lunch periods in accordance with the following schedule:

12 Hour Rotating Shift Employees	Non-Rotating Shift Workers
<p>Days (7:00 a.m. to 7:00 p.m.)</p> <ul style="list-style-type: none"> • 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.) <p>Nights (7:00 p.m. to 7 a.m.):</p> <ul style="list-style-type: none"> • 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.) <p>During 4-hour Overtime Slots:</p> <ul style="list-style-type: none"> • One (1) rest period – 10 min. 	<ul style="list-style-type: none"> • 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 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.

10. If the Company intends to modify shift schedules including starting and quitting times, the Company will notify the Union in writing thirty (30) days prior to the anticipated modification. The Company and the Union will then discuss the Company's intention in these regards to assure a harmonious modification.

11. 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.

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

- a. For non-rotating shift workers, for all work performed in excess of eight (8) hours in any twenty-four (24) hour period; for rotating shift workers, for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period.
- b. For all work performed in excess of forty (40) hours in any workweek.

13. 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 workweek. 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:

- a. Sent home for lack of work after working part of a day.
- b. Lost time due to disability caused by occupational hazards.

14. 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 (non-rotating 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:

- a. Sent home for lack of work after working part of a day.
- b. Lost time due to a disability caused by occupational hazards.

15. 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:

- a. Sent home for lack of work after working part of a day.
- b. Lost time due to a disability caused by occupational hazards.

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

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

18. 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.

19. If, after an employee's work schedule is posted, 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.

20. Premium pay at the rate of double time and one-half shall be paid for all work performed on the following eleven holidays: New Year's Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day. If a holiday falls on a Sunday, it will be observed and paid on that Sunday at the rate of triple time. Sunday premium pay is included as part of the triple time pay and will not be paid in addition to the triple time. In addition, Veteran's Day may be used as a Floating Holiday, to be moved with management approval to any day of the year, taken off, and paid at eight (8) hours straight time for holiday not worked. Eight (8) hours straight time shall be paid for the eleven holidays listed above in this section, if not worked. An employee who is scheduled to work on a holiday who fails to report to work and whose absence has not been approved or is not covered under the sick time provision in Article 25, will not be entitled to holiday pay.

With three (3) weeks' notice employees will be able to request via a posted sign-up sheet the following holidays off: Christmas Eve; Christmas; Thanksgiving; Day after Thanksgiving; July 4th; and Labor Day. Based on operational needs the Company retains the right to deny the requested holiday off.

21. If any of the holidays listed above occurs during an employee's scheduled vacation, the employee 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.

22. If the Company chooses to shutdown any job classification's work 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:

- a. The four hours must be worked in the same pay week as the holiday.
- b. The request for this option must be scheduled with and approved by the department supervisor the week prior to the holiday.
- c. 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.

23. Effective July 1, 2022, a bonus of one dollar and fifteen cents (\$1.15) 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.

24. 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.

25. 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.

26. To assure proper application of these premium pay provisions, the following interpretations shall apply:

- a. A premium day worked may be counted as a day worked, as defined in Sections 12-16 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. For non-rotating shift workers, 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 7:00 p.m., on one calendar day and ending at 6:59 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.

27. 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. For any Jury duty obligation, supporting official documentation must be submitted in order for pay to be processed. 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 be required to report for work on Saturday, Sunday or Holidays designated by this contract or celebrated by the Court in which they are serving. If an employee elects to report for his or her regularly scheduled shift on a Saturday, Sunday or Holiday, the employee must give at least forty-eight (48) hours advance notice to the Employer. In the event that an employee works his or her regularly scheduled shift on a Saturday, Sunday

or Holiday, any jury pay earned by the employee during that pay period shall not be counted as hours worked for the purposes of calculating overtime. 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 housekeeping 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. When an employee receives notice to report for jury duty and is released prior to 3:00 p.m., they are required to report to work for the remainder of their scheduled shift in order to be paid for those hours.

ARTICLE 8

Transfers

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 one hundred twenty (120) days in a calendar year. The Company will attempt to accommodate the needs of the individuals involved.
2. In the event an employee transfers to another department, the employee may remain qualified to perform duties in the employee's prior department for one year from the date of the transfer. By remaining qualified, the employee will be eligible to perform overtime work in the employee's former department. Upon conclusion of the one year period, or a determination that the employee is no longer qualified, the employee may request to be re-qualified to continue to work in the employee's former department, at the Company's discretion.

ARTICLE 9

Vacations

1. For all employees, the calendar year January 1 through December 31 is the established vacation year.
2. Employees Transitioning From The Local 288 Solutia Bargaining Unit on March 1, 2010
 - a. Employees shall accrue vacation, as follows:

Years of Service (attained during calendar year)	Hours of Annual Vacation Eligibility
< 1	6 2/3 hours times the number of months of service
1-4	80
5-9	120
10-19	160
20-29	200
30 and over	240

- b. 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., December 1 of the previous year. All vacation choices submitted by that date have absolute preference over choices submitted after that date. 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. Vacation schedules for employees will be posted by January 31st for that vacation year.

3. Employees Hired After March 1, 2010:

- a. Employees are eligible for vacation in the current vacation year, based on the employees length of service, as follows:

Years of Service (attained during calendar year)	Hours of Annual Vacation Eligibility
< 1	6 2/3 hours times the number of months of service
1-4	80
5-9	120
10-19	160
20 – And Over	200

- b. The above-mentioned hours in Sections (2) and (3) are based on employment for the full calendar year. Prorated vacation eligibility in the year of hire and the year of departure/termination is covered below.
- c. New employees are eligible for one twelfth of their annual vacation eligibility for each month of service during their calendar year of hire:
 - i. A hire date between the 1st and 15th of the month entitles for vacation credit for that month.
 - ii. A hire date between the 16th and the end of the month does not entitle for vacation credit for that month.

4. Employees must request paid time off at least one week in advance of the first day of the vacation period. This allows the supervisor to obtain adequate coverage for the day. "Short" notices (e.g. the employee calls in to take a vacation day without a week's notice) may be denied at the supervisor's discretion. Vacation days will be determined on a "first come, first served" basis. Where multiple employees want the same day, the Company will determine a fair means to settle the matter, with ensuring adequate coverage being the primary goal.

5. If any Employee is discharged or quits, the employee is entitled to a vacation payout for the year in which the termination occurs in accordance with the following formula:

- a. One-twelfth of the annual vacation eligibility for each calendar month worked,

- b. Minus any vacation used.
- c. If an employee has taken more vacation prior to the termination than the entitlement according to the above-mentioned formula, then an amount equal to the excess vacation taken will be deducted from his or her final paycheck.

6. Vacation Scheduling Guidelines

A vacation week is Monday through Sunday (Sunday evening 7 p.m. to 7 p.m. the following Sunday). Vacation is granted in 40-hour blocks. Shift workers will also be permitted to take one week's vacation to cover four (4) consecutive calendar days.

In order to allow for adequate coverage:

- In the Production Unit only one employee is eligible for vacation during any week, per each set of alternating crews. The alternating crews consist of Crews 1 and 2, and Crews 3 and 4. Example: No more than one employee from Crews 1 and 2, and one employee from Crews 3 and 4 may be approved for scheduled vacation during the same week.
- In the Lab only one Analyst per week is eligible for vacation.
- For PVRs only one PVR is eligible to be on vacation at the same time.

Vacation preferences will be considered and granted according to this Article. When two or more vacation requests are received for the same week, requests may be granted if, in the opinion of Management, conditions in the Department warrant it. Approval will be at Management's discretion.

Employees who voluntarily move to a different shift will not necessarily be guaranteed previously scheduled and approved vacation.

7. Bank Day Guidelines

Employees may request their earned vacation as Bank Days at any time during the year, in 4- 8- or 12-hour blocks, up to 4 days in a row, by making a request at least 5 days in advance. Such requests will be granted if, in the opinion of Management, conditions in the department warrant it. Approval will be at Management's discretion. Approved exceptions may not be used in subsequent grievance proceedings for a reduction in the 5-day notice time.

Requests for Bank Days will be considered in the order in which they are received. When two or more requests are received on the same day, consideration will be given by seniority.

Consideration will be given to requests of shorter notice in the event of emergency or extenuating circumstances (but these should be rare). Bank Days may not be taken on an actual or observed plant Holiday unless conditions in the Department warrant it. Approval will be at Management's discretion.

Pay for Bank hours on Holidays:

1. If a full Bank Day is granted on an observed Holiday, the employee will receive pay for the Holiday-not-worked (8 hours) and the Bank day (12 hours*).

2. If a partial Bank day is granted on an observed Holiday the employee will be paid as follows:

- a. If the employee works 8 hours of the Holiday and takes 4 hours of Bank time, the employee will receive pay for the Holiday-worked (8 hours) and Bank time (4 hours*).
- b. If an employee works 4 hours of the Holiday and is granted the rest of the day off, the employee will receive pay for the Holiday-worked (4 hours), Holiday-not-worked (4 hours), and Bank time (8 hours*).

**Providing the employee has sufficient Bank time available.*

8. Attendance

In order to maintain safe and efficient plant operations, it is important that employees report to work when they are scheduled either for their regular shift or accepted overtime. Excessive absenteeism or tardiness is considered a performance issue and may result in disciplinary action as defined in Article 16. All absences will be tracked as occurrences, with the exception of absences covered under the sick time provision in Article 25, jury duty leave, funeral leave, vacation, military leave, storm-related states of emergency, and approved leaves of absence. Examples of absences include tardiness (more than 5 minutes late coming through the plant gate), no call/no show, leaving more than 5 minutes early without being properly relieved. A total of four or more occurrences in any rolling six-month period may result in disciplinary action. During the six months following a disciplinary action for attendance, more than two additional occurrences may result in additional discipline.

ARTICLE 10

Pay in Lieu of Vacation

Employees may elect to take pay in lieu of vacation time for up to one-half (1/2) of the vacation to which they are entitled, with a maximum of two (2) weeks, to be paid out in the first full pay cycle of the following January.

ARTICLE 11

Seniority

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

- a. Each employee hired after March 1, 2010 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.

- c. Seniority with Solutia shall be recognized as part of the employee's length of continuous service.
2. An employee shall lose their seniority for the following reasons only:
- a. If the employee quits.
 - b. If the employee fails to respond within five (5) working days to a "special" mailed (certified, FedEx or registered) letter sent to his last known address requesting that the employee return to work or if the employee fails 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.
 - c. If the employee is discharged for just cause.
 - d. If the employee is laid off for a period of time equal to his 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 shall retain his plant seniority for a period of time not to exceed five (5) years.
 - e. If the employee is 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.
 - f. 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 Agreement if there has been a change to the list during the previous two (2) months. The Company will post such seniority lists in the respective departments. The Company shall keep the seniority lists up-to-date.

ARTICLE 12

Job Posting and Placement

1. Transfers between the Resimenes Process Operator, Resimenes PVR Operator, Resimenes Quality Control Analyst/Downstairs Operator and Resimenes Quality Control Analyst job classifications will be made on the basis of seniority.
2. In the event of a vacancy within a job classification, notice of such vacancy shall be posted on the bulletin board. 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.
3. Open Resimenes Maintenance Coordinator position selections will be made by a joint management and labor team at the department level, composed of two (2) management and two (2) bargaining unit

representatives. 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 training on the job, skill and ability are equal, seniority will prevail.

ARTICLE 13

Grievance Procedure

1. Any grievance by an employee as to the meaning or application of any term or of this Agreement shall be settled as provided below.

Step 1: An employee may present a grievance to their supervisor, in writing, not later than fifteen (15) working days after the grievable event, or of the employee learning of the grievable event. The supervisor shall give a written response to the grievance within ten (10) working days after it is received at this step. The response will explain the reason(s) for the response given. While employees are on assigned work time grievances shall not be solicited.

If not resolved, the Union may advance the grievance to Step 2 of the grievance procedure by submitting the grievance, in writing, to the Operations Director no later than fifteen (15) working days after its receipt of the Supervisor's Step 1 response.

Step 2: The Operations Director, or his/her designated representative, and up to three (3) other Company officials of his/her choosing, the President of the Local Union, or in his/her absence, a designee, the Chief Steward, a Representative of the International, if requested by the Union, and such other persons as the Company and the Union mutually determine are necessary, shall meet to review and discuss the pending grievance not later than fourteen (14) working days after the Union advances the grievance to this step.

Within 15 working days after the conclusion of this discussion, the Company shall notify the Union in writing of its decision on the grievance.

2. In the event of failure of either party to comply with any of the time limitations herein provided, unless mutually extended, the grievance shall be deemed to have been withdrawn or affirmatively accepted or approved, as the case may be.

3. No Employee with respect to whom a grievance is pending will be summoned to the office of any representative of the Company for the purpose of discussing the grievance, wages, hours or other conditions of employment unless a representative of the Union is present at such discussion.

4. Grievances involving discipline or discharge may, at the Union's option, be initiated at the second step of the grievance procedure not later than 15 working days after the grievable event or the employee learns of the grievable event.

ARTICLE 14

Arbitration

1. In the event that a grievance is not satisfactorily resolved at Step 2 of the grievance procedure the Union may, within 15 working days of receipt of the Operations Manager's Step 2 decision, submit the grievance for binding arbitration.
2. Within the time established in Section 1, the Union shall, in writing, notify the American Arbitration Association of the dispute and request a panel of seven (7) arbitrators. The Union shall simultaneously notify the Operations Manager, in writing, of this submission. The arbitrator shall be selected by mutual agreement between the Company and the Union through the use of the strike-off method, with the Union striking first. In the event either the Union or the Company finds the panel to be unacceptable, that party may request one additional panel of seven (7) arbitrators.
3. The arbitrator selected shall have no power or authority to amend, alter or modify this Agreement, but shall be limited to deciding whether or not a violation of an express provision of this Agreement has been committed. The arbitrator shall have no power or jurisdiction to base his award on any alleged practice or understanding not incorporated in writing as part of this Agreement. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article, unless the parties mutually agree to extend the time limits.

The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Company, the Union, and employee concerned, except for fraud, exceeding jurisdiction, or for failure to base his decision and award on a specific provision(s) of this Agreement.

4. The expense of the arbitration shall be born equally by the parties.

ARTICLE 15

Union Representation

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, or Steward), the Union shall notify the Company in writing.
2. A Union representative shall inform his/her immediate supervisor or a designated alternate when that representative believes it is necessary to leave his/her work for the purpose of handling grievances or performing such other duties. No representative shall stop his/her work for any purpose related to the investigation or settlement of grievances or for other duties without notifying his/her immediate supervisor and gaining that supervisor's agreement.
3. With the appropriate supervisor's agreement, grievance committee members and stewards may receive, discuss and handle grievances (as provided in the Grievance Procedure) and may attend disciplinary meetings (as provided in the Disciplinary Procedure) on the premises of the Company during working hours. In such event, no deduction shall be made for regularly scheduled working time lost by

Grievance Committee members and Stewards in performing their duties as provided in the Grievance Procedure, or attending disciplinary meetings as provided in the Disciplinary Procedure.

4. The Chief Steward shall, during his or her respective term of office, for the purpose of layoffs or reduction in the work force, be deemed to have more seniority than all other bargaining unit employees.

5. The Company shall pay employees at their regular hourly rate for time spent during their regularly scheduled work hours in mutually scheduled collective bargaining.

ARTICLE 16

Disciplinary Procedure

1. The Company believes in treating all employees fairly and equitably. When it becomes necessary to discipline an employee to correct behavior or improve performance, managers will follow the progressive disciplinary action steps described below, whenever possible. Nothing in this procedure gives any employee the right to receive any particular level of discipline in any given situation. Termination from employment may only be made for just cause. This procedure does not apply to new employees who have not yet completed the probationary period. The progressive disciplinary action steps are:

- (1) Documented verbal warning;
- (2) Written warning;
- (3) A suspension of up to three (3) scheduled 8 or 12 hour shifts;
- (4) A final written warning and suspension of four (4) to ten (10) scheduled 8 or 12 hour shifts;
- (5) Termination.

Suspensions shall be unpaid and the suspended employee shall not be eligible to perform any work, whether a regularly scheduled shift or otherwise, during the period of the suspension.

2. The above steps for progressive discipline will be documented in writing and placed in the employee's personnel file. Management reserves the right to skip one or more steps of the progressive discipline depending on the severity of the offense.

3. The Company will notify the Union in writing concurrently or soon thereafter when discipline is issued to any employee covered under this Agreement.

ARTICLE 17

Company Work Rules

1. The Company has the right to promulgate, modify and repromulgate work rules, including rules regarding attendance. Violation of such rules will be cause for discipline, up to and including discharge.

2. Prior to promulgating a new or revised Rule, the Company shall meet with the Union for the purpose of getting its input on the proposed rule(s).

3. The Union may grieve the reasonableness of a work rule within 15 working days of the date of the publication of a new or modified work rule. Any such grievance should be filed at Step 2 of the grievance procedure.

ARTICLE 18

Service in the Armed Forces

1. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and any applicable state law. In addition, the Company will make up the difference between an employee's military pay and regular pay (including shift and weekend premiums) for a period of up to twenty-one (21) days per year while the employee is performing reserve duty, provided the employee can provide written documentation that the assignment is "required" to sustain "Active" Reserve Duty status and that there was no other training or service offered by the military on a day the employee was not scheduled to work.

2. Military leave may be taken in partial-day increments that allow the employee to perform required reserve duties, while working before or after those duties as follows:

- a. Up to four paid military leave days a year may be taken in partial day increments of at least four (4) hours. Paid leave may be taken in partial day increments of less than four (4) hours at the discretion of the Company.
- b. To ease administrative burden, military leave may not be taken in increments of less than half an hour.
- c. Service member may not take an overtime opportunity if it falls during the hours of a planned partial day absence.
- d. Pay for partial days will be processed as the difference between an employee's military pay and regular pay (including shift and weekend premiums).
- e. Travel time to and from the Base for the sole purpose of performing leave duties will be treated as military leave.
- f. Service member agrees to provide as much notice as possible to supervisor for foreseeable absences, and to accommodate reasonable requests to reschedule military training, unless doing so would detract from unit readiness and mission accomplishment.
- g. Employee is responsible for recoding his or her time worked and hours of leave taken, on the daily time sheet, and for providing confirmation of leave as described above.
- h. The Company retains discretion to change or discontinue the partial-day schedule should business needs warrant or should there be an attendance problem or disciplinary matter(s) involving an employee eligible for military leave.

- i. The Service member may discontinue the partial-day schedule at his or her discretion.

ARTICLE 19

Layoff or Reduction in Force

1. If the Company finds it necessary to layoff any employee, or reduce the workforce, the following procedure will be followed:

(a) In advance of any anticipated layoff or reduction in force the Company shall meet with the Union to discuss the reasons for such anticipated action in an effort to see if there is any way to prevent a layoff or reduction in force.

(b) If the Company and Union cannot find a mutually satisfactory way to prevent a layoff or reduction in force, the affected employees will be laid off in accordance with seniority, that being, from the least senior employee being laid off first in ascending order. All temporary and part time employees shall be laid off prior to any full time employee being laid off.

(c) For recall from layoff purposes, employees shall be recalled in order of seniority, that being, the most senior employee shall be recalled first in a descending order of seniority.

(d) The chief steward shall, during his or her respective term of office, for the purpose of layoffs or reductions in workforce, be deemed to have more seniority than all other bargaining unit employees. Thereafter, plant seniority shall prevail in crew and shift assignments.

ARTICLE 20

Emergency Response Team

1. 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. This team will be managed by Solutia and will be comprised of volunteers from both wage and salary personnel, in conjunction with employees of other employers on the Indian Orchard site, 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.

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.

2. 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 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.

3. 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.

4. 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 appointed 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.

5. To coordinate the efforts of the above-mentioned teams, it is agreed that there will be two appointed Fire Brigade Captains, one of which may be a Prefere employee. 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.

6. The stipend for the above-mentioned teams will be paid on the first payday of December each year.

ARTICLE 21

Leaves of Absence

1. Upon seven (7) days' written notice by the Union, employees who shall be elected delegates to the Union's national convention or conferences, not in excess of one (1) at any one time, shall receive a leave of absence without pay or other benefits provided in this Agreement, but without loss of seniority, for the period of the convention or conference, but not in excess of two (2) weeks in any one (1) calendar year.

2. Upon seven (7) days' written notice by the Union, employees who shall be elected delegates to the Union's district conventions or conferences, not in excess of one (1) at any one time, shall receive a leave of absence without pay or other benefits provided in this Agreement, but without loss of seniority, for the period of the convention or conference.

3. Personal Leave: In the event the Company, in its discretion, grants such a leave, a non-probationary Employee who desires a personal leave of absence may notify the Company in writing stating the length of leave desired. Such leave will be for that length of time specified by the Company and will be without pay or benefits. An Employee who takes such a leave will be permitted to return upon its termination without loss of seniority.

ARTICLE 22

General Provisions

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

2. Non-Rotating Shift Flex-Time

- a. Non-rotating shift workers may be permitted to start their regular shift up to 2 hours earlier or later than scheduled.
- b. 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.
- c. This schedule will be on a voluntary basis and will be used for special circumstances only.
- d. Applies to non-rotating shift workers.
- e. When allowed, this will not constitute a change of shift.
- f. Supervision will receive in writing all requests 24 hours prior to the start of the flex-time.
- g. A separate request form will be submitted for each flex-time requested. Each request will be reviewed individually.
- h. Half hour increments will be the norm for requesting flex-time.
- i. Flexing to start your shift early will eliminate incoming shift overtime.
- j. Flexing to end your shift later will eliminate outgoing shift overtime.
- k. When the overtime list passes your position for overtime and you are flexing, you will be charged.

- I. The Company may, at its sole discretion, continue, modify or terminate the Non-Rotating Shift Flex Time provision.
3. 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, and to provide short-term assistance when necessary.
4. In the event of death of an "immediate family member" as defined and limited below, an employee will be permitted to take and be paid for bereavement time-off in accordance with the following:
 - For shift workers: Up to four days at 12 hours per day.
 - For day workers: Up to five days at 8 hours per day.
 - Days can be taken at the employee's discretion anytime from the date of death to two (2) weeks after the funeral.
 - Immediate family shall be limited to spouse, domestic partner, children (including step and foster children, and son/daughter-in-law), parents (including parents-in-law), siblings (including brother/sister-in-law), grandparents (including grandparents-in-law), and grandchildren. Requests for bereavement leave shall be submitted to the Employee's immediate supervisor for approval.
5. Employees will be expected to perform maintenance work, including painting, which they can safely and reasonably do in their work area, including the use of tools and assisting craftspersons. This includes repairing minor leaks, minor removal and installation of insulation, removing and installing pipefittings 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. 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.
6. Employees are expected to perform any work assigned to them, which they can safely and reasonably do. Employees will continue to retrieve materials and supplies from the warehouse as needed and bring materials and finished goods to the warehouse. These employees may be directed to perform certain work including flagman duties for their respective units, and loading the drum conveyor.
7. 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 non-rotating shift, under this provision, the employee will continue to receive shift premium for actual hours worked, and will be allowed to work overtime.
8. It is understood that to facilitate training and education, all employees are expected to share their knowledge and experience with each other.
9. All employees will be given a Safety Shoe Allowance of \$300.00, which allows for two pairs of safety shoes each calendar year for the life of the contract. The Safety Shoe Allowance is \$150.00 per pair.

As an option, employees can purchase one pair of safety shoes for the price of \$300.00. Employees can use up to \$30.00 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. All employees will also be given a Safety Eye Glass Allowance of \$300.00 for prescription safety glasses each calendar year for the life of the contract.

Safety Shoes and safety glasses are required to be worn in all designated areas of the plant.

10. The Company shall provide a bulletin board which the Union may use for the posting of notices of Union meetings or other Union announcements. The Union shall be responsible for maintaining the board.

ARTICLE 23

Management Rights

Except as expressly and specifically limited or restricted by a specific provision of this Agreement, the Company has and shall retain the full rights of management and direction of the Company's operations. Such rights of management include, but are not limited to, the following:

- a. The right to select, direct and control the work force, to maintain order, discipline and efficiency;
- b. The right to make, continue, alter and enforce reasonable rules, regulations, policies and practices regarding discipline, attendance and the safety of employees;
- c. The right to plan, direct, manage and control operations;
- d. The right to determine the scope, location, and extent of its operations, the services to be offered, the number of hours per day or per week that operations shall be carried on, and the commencement, expansion, curtailment or discontinuance in whole or in part, whether such action is planned or taken on a temporary, intermittent, or permanent basis;
- e. The right to terminate, merge, consolidate, sell, or otherwise transfer its business or any part thereof;
- f. The right to determine the job abilities, and qualifications needed, preferred, or required to hold or be considered for any job or classification;
- g. The right to determine the number of employees needed by the Company at any time and the number of employees who shall operate or any given job, operation, or unit of equipment;
- h. The right to evaluate the qualifications, skills, or abilities of any employee or potential employee;
- i. The right to assign and to reassign employees and equipment;
- j. The right to move, sell, close, liquidate, sub-contract work or consolidate the operation in whole or in part and to separate its employees in connection with said moving, selling, closing, liquidating, subcontracting, or consolidating the operation or any portion thereof.

2. Unless prohibited by federal or Massachusetts state law, the Company may for articulable and justifiable reasons require as a condition of continued employment, that any employee or potential employee submit to a physical examination including but not limited to eye or hearing examinations, by a doctor of the Company's choosing during the employee's regular working hours, without any loss in pay for the time involved. Any doctor's expense will be paid by the Company. The Company may, in whole or

in part, rely upon the results of any such examination in evaluating the ability of the employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Company and which is consistent with the evaluation. When an employee has been cleared by his or her health care professional to return to work following a medically-related absence exceeding forty (40) hours of scheduled work, the Company requires an employee to submit to a return-to-work examination following such medically-related absence exceeding forty (40) hours of scheduled work. Such examination will be scheduled based on the Company physician's availability.

3. The Company shall have the sole and exclusive right to conduct job studies and to evaluate the work performance of the employees covered by this Agreement, and shall have the sole and exclusive right, consistent with the specific provisions of this Agreement, to demote, transfer, or discharge employees for inefficiency, incompetency, neglect of duties or inability to perform the work assigned to them.

ARTICLE 24

No Strike – No Lockout

1. During the term of this Agreement, the Union and the employees agree not to call, cause, sanction, participate in, permit, authorize, initiate, support, assist, or condone any strike (including any unfair labor strike), sympathy strike, sit-down, slowdown, picketing, boycotting, work stoppage, or other concerted efforts which interferes with, or interrupts or threatens such interference or interruption of the Company's operation.

2. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.

3. In the event of any strike or any other proscribed activity, the Company has the right to suspend the grievance and arbitration procedure of this Agreement until the proscribed activity has fully ceased.

4. The Company shall have the right to proceed directly to court and not be required to arbitrate violations of this Article.

5. The obligations, rights and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.

6. Any employee who participates in any activity proscribed herein shall be subject to discipline, up to and including discharge. If any such discipline is arbitrated, the arbitrator is limited to deciding whether or not the violation occurred. The arbitrator cannot mitigate the punishment.

7. During the term of this Agreement, the Company will not lock out any employees. In the event of any lockout, the Company shall make whole all affected employees for all loss of wages and all other benefits.

ARTICLE 25

Benefits and Retirement Programs

1. The Company provides employees with health, prescription drug, dental, vision, life/accidental death and dismemberment, short term and long-term disability benefits (the "Benefits Program") and participation in the Company's enhanced 401k plan (the "Retirement Program"). Each benefit has a premium cost to the employee and eligible employees can choose the coverage(s) appropriate for them. Changes to specific benefits, carriers or providers or premium costs to the employees, or the elimination of same or any equivalent changes made in the Retirement Program, which the Company makes for non-union employees will apply to bargaining unit members. The Company will provide the Union with at least thirty (30) days' notice of such changes and shall meet and discuss them with the Union upon request. Employees covered by this Agreement will be offered the benefits specified in this Article on the same terms and with the same conditions as they are offered to non-union employees generally.

2. An employee who is unable to work due to an injury at work will be paid for each day up to the first five (5) calendar days to the extent said employee is missing scheduled time.

3. Employees will be offered a bonus program if and to the extent one is offered by corporate and is conditioned on the Company's financial performance.

4. Up to 40 hours of sick leave is available to employees annually, for allowable purposes under the law, which include:

- a. Care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
- b. Care for the employee's child, spouse, parent or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventive or professional care; "child" includes adult children;
- c. Attend routine medical appointment for employee or employee's child, spouse, parent or spouse's parent;
- d. To address the psychological, physical, or legal effects of domestic violence; or
- e. Travel to and from an appointment, pharmacy, or other location related to a sick leave purpose.

5. Medical documentation from a health care professional will be required within 7 days after taking sick leave in the following instances:

- a. Leave exceeds 3 consecutive scheduled work days;

b. Occurs within 2 weeks prior to an employee's final scheduled day of work before termination of employment; or

c. Occurs after 4 unforeseeable and undocumented absences within a 3-month period. "Undocumented absences" includes those for which the company has not received notice from the employee, or medical documentation when required.

6. During their first year of hire, new employees will be provided prorated sick time at the rate of eight (8) hours per month until they have accrued up to forty (40) hours or until a new calendar year begins, whichever comes first, and are eligible to begin using paid sick leave ninety (90) calendar days after hire.

7. An employee who uses sick time will be required to use an equal number of hours as the employee's replacement works. The amount of hours that the replacement employee is assigned to work will be consistent with the provisions of this Agreement and the "Resimene Department 4 On 4 Off Overtime Rules." If no one is available to cover and no one has been held over, then the employee will be charged sick time only for as long as they are absent.

8. The Company will buy back any earned unused sick leave remaining as of December 31, to be paid out by the following January 31 at the employee's regular straight time rate.

ARTICLE 26

Union Admittance to Company Premises

1. Union officials may enter the Company premises for the purpose of investigating actual or possible complaints by bargaining unit members pertaining to wages, hours, and other terms and conditions of employment, or to assure compliance with the terms of this Agreement.

2. Any Union official so visiting shall first notify a member of supervision.

3. The visiting Union officials shall not interfere with the performance of work by employees.

ARTICLE 27

Savings Clause

Should any provisions of this Agreement be found to be in violation of any federal or state law or by a final decree of a court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect for the duration of the Agreement.

ARTICLE 28

Subcontracting

The Company will not subcontract any work normally performed by bargaining unit employees without mutual agreement between the Company and the Union, unless the Company chooses to outsource all of the bargaining work in operations and laboratory.

ARTICLE 29

Duration

This is a four-year Agreement that:

- becomes effective on July 1, 2021, and remains in full force and effect until Midnight June 30, 2025
- shall automatically renew itself for periods of one (1) year thereafter unless written notice of desired changes or termination is given by one party to the other at least sixty (60) days prior to the termination of any such period
- there will be a wage reopener during the term of this contract to be completed by July 1 2023 unless otherwise agreed upon by both parties. The negotiation will be for the yearly percent hourly raise only (schedule 1 rates ONLY). Nothing else will be discussed or brought up at this time, unless mutually agreed upon between both Management and the Union.

ARTICLE 30

Drug Free Workplace

The Company maintains a policy regarding drug and alcohol testing which applies to bargaining unit and non-bargaining unit employees performing safety sensitive positions. Members of the bargaining unit are covered by the terms and conditions of the policy.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed effective the day and the year herein above first written.

Prefere MELAMINES LLC

By: _____
Raymond Carillon, Jr., Operations Director

By: _____
Richard Tremblay, Human Resources Manager

By: _____
Richard Dzierwinski, Production & Compliance Manager

By: _____
Christy Cady, Quality Manager

IUE/CWA

By: _____
Kendall Bell, International Staff Representative

LOCAL UNION NO. 81288-B, OF THE IUE/CWA, AFL-CIO

By: _____
Jesse Desrochers, President

By: _____
Christopher Harris, Chief Steward

By: _____
Ellen Cronin, Negotiating Committee

By: _____
John Clark, Negotiating Committee

By: _____
Rodney Carter, Negotiating Committee

SCHEDULE 1

Hourly/Regular Straight Time Rate

Job Title	Bidding Restriction	Expected Training Time	7/1/2021 (Year One)	7/1/2022 (Year Two)	7/1/2023 (Year Three)	7/1/2024 (Year Four)
Resimenes Process Operator	48 Months	36 Weeks	\$36.59	\$37.50		
Resimenes PVR Operator	48 Months	52 Weeks	\$36.59	\$37.50		
RPO Crew Leader			\$40.25	\$41.25		
Maintenance Coordinator	48 Months	If prior position was Process Operator or PVR Operator – 26 weeks If prior position was Quality Control Analyst or new hire – 62 weeks	\$37.72	\$38.66		
Resimenes Quality Control Analyst	48 Months	12 Weeks	\$34.84	\$35.71		
Resimenes Quality Control Analyst/Downstairs Operator	48 Months	If prior position was Quality Control Analyst – 12 weeks If prior position was Process Operator – 12 Weeks	\$35.19	\$36.07		

TAB A

RESIMENES PROCESS OPERATOR JOB DESCRIPTION

Essential Duties:

Process operator is responsible for operating the reaction kettles and associated equipment using computer controls to produce resin liquids; Operating the distillation columns and associated equipment using computer controls to recover liquid raw materials, including start-up, shut-down and any other non-routine operations; Operating the downstream filtration operations and associated equipment using computer controls to refine the kettle product to finished product quality resin; Monitoring and maintaining the process to ensure correct operating conditions; Transferring the finished resin from downstream processing into storage tanks and from there to pack-out, tank trucks and railcars as required; Sampling the kettle as required during processing of the kettle batches; Carrying out pH analysis of kettle samples to determine critical process adjustments; packing out finished resin product from the storages into drums or Intermediate Bulk Container's (IBC) using the automated pack-out systems; Using check list(s), inspecting, preparing and loading tank trucks and rail-cars as required; Obtaining and labeling samples from the kettle, distillation and downstream areas, as required, for analysis by the Quality Control laboratory; Keeping a log sheet of operations during the shift; Entering production quantities into the SAP computer system to ensure accurate SAP inventories are accurate; Using the SAP computer system to enter notifications for required maintenance work; entering tank truck and railcar shipment data into the SAP computer system; collecting excess resin sample material and conveying it to the resin reclamation area; Removal of full drums from the resin reclamation area and replacing with empty drums when necessary; Using the fork lift truck to move packaged goods between the warehouse and the process areas.

Additional Duties:

The Process Operator is also responsible for adding rework drums back into the process for blending and reprocessing; Assisting with and performing addition of materials to the kettle (from bags/sacks/drums, etc.); Using check lists, or otherwise, inspecting containers, tanks, pipelines, trucks, railcars, etc. before and after use to ensure they are free of resin or other contamination; Using, as required, material handling, fork trucks, conveying systems, hand trucks, elevator and any other mechanical or other means of moving materials between process areas and other areas in the plant; Changing filter elements and wash, flush and change filters as required; Troubleshooting abnormal situations in all process areas and takes corrective action, including notifying supervision when necessary; Carrying out housekeeping to ensure that all equipment and areas remain tidy; Contributing to the Behavioral-Based Safety program by carrying out observations; Contributing to all other agreed-upon departmental, site or corporate programs as required; Issue permits for hot work and confined space entry; Assisting and completing lock-out of equipment, as required, to allow maintenance work to be performed; completing the flushing and cleaning of lines, as required; Assisting in department evacuations if required; Complete all training mandated by the plant, state and federal regulation, as required, for process and/or procedural changes, etc. and provide signatory confirmation of such training; Using simple tools to carry out basic tasks, such as connecting hoses or other approved tasks; Inspecting lines, hoses, valves, connectors, couplings, etc. to ensure that they are in good condition for the intended use, so as to prevent leaks and spillage occurring during use; Providing on-the-job training for new process operator's, as required; Controlling the transfer of various bulk materials into or out of tanks trucks, railcars, etc., through the use of systems of valves, pumps, pipelines and conveying equipment. This involves priming lines and pumps, inspecting tanks, piping, joints, etc. for leaks. It may also require the use of steam hoses for heating, pumping out spill pits; checking tank temperatures, levels, pressures and operation of control and safety devices.

TAB B

RESIMENES QUALITY CONTROL ANALYST JOB DESCRIPTION

Duties to include but are not limited to the following:

Performs all phases of laboratory work and knowledgeable of all tests performed in the department. Obtains samples, sets up, and performs a broad range of static and dynamic physical, chemical, and electrical tests following standard or written procedures or their equivalent, on new, raw, in-process, finished, or scrap materials. Makes necessary contacts with other departments and operating areas, reports irregularities and takes corrective action as necessary. Handles standardization of chemical solutions and calibrates test equipment both in the lab and on-line. Performs non-routine and special tests following verbal or written instructions and performs special projects that include but are not limited to test improvement, process improvement, and equipment evaluation. Works on the development and writing of new test procedures or updating current test procedures with minimal supervision; may perform all phases of laboratory work while conducting projects and procedure writing. Writes reports, keeps and maintains records on any phase of laboratory work. Compares production test results against specifications and approves and certifies material for shipment. Maintains records of both laboratory and production necessary to totally characterize quality performance. Compiles all necessary data for quality control reports. Prepares and distributes customer quality certification reports and maintains a record and file of these reports. Compares raw material suppliers quality reports with specifications and determines and communicates fitness for use. Maintain SPC charts, chart data and prepare data for computer calculations and operates computers. Delivers, picks up, and takes samples as required. Trains new personnel and/or others as designated. Assists supervisor in arranging overtime. Monitors inventories of laboratory supplies and initiates ordering. Issues line-break and hot work permits as necessary in the designated work area. Enters work orders as needed for laboratory facility and equipment repair. Keeps work area, equipment, glassware, and apparatus clean to meet laboratory standards.

TAB C

MAINTENANCE COORDINATOR JOB DESCRIPTION

PRINCIPAL FOCUS:

Provide an effective and efficient interface between production and maintenance employees as well as production and construction work to ensure the safe and efficient planning and completion of work.

Additional skills above skills of process operator.

Environmental Safety and Health:

1. The maintenance coordinator will perform and/or coordinate Hot Work Permits, Confined Space Entries, Lockout/Tagout, and Linebreaks with operators.
2. Coordinate the resolution of maintenance, ISO or ESH audit findings, and ensure adequate documentation of completion.
3. Attain or maintain CMR status for contractor interfacing with the Environmental, Safety, and Health department.

Production Lead:

1. Ensure proper entry and validation of job notifications in SAP.
2. Help Resimene operators with job notification entry into SAP as needed.
3. Work with operators on a daily basis to make sure equipment issues are being addressed.
4. Work with Maintenance Planner/Schedulers to coordinate maintenance work.
5. Assist the Maintenance Planner/Schedulers in performing detailed field inspections as needed.
6. Assist in shutdown and maintenance planning. Attend and participate in shutdown and maintenance meetings.
7. Review maintenance notifications with the requestors and supervision to validate. Validate in SAP.
8. Responsible for documenting new and existing equipment to ensure it is properly documented in the field, on the prints, in PProVOX, and matches the maintenance files. This includes line labeling. This documentation will be used for future troubleshooting and training.
9. Assist the Training department with equipment and field training as needed.
10. Develop and maintain Operating, Maintenance, and ESH procedures as needed.
11. Schedules equipment to be taken out of service.
12. Assist with production and raw material inventory as needed.
13. Performed raw material offloading as needed.
14. Perform as an RPO when needed.
15. Maintain RPO certification status.
16. Tour department areas on a daily basis to find or prevent equipment failures.
17. Coordinate department housekeeping as needed. Review department housekeeping with supervision as requested.
18. Assist operators in process and equipment troubleshooting as needed. Includes quality related problems.
19. Maintain records of department activities such as polish filter changes and Heikel bag filter changes

20. Order required operating supplies such as hoses, labels, cleaning supplies, etc.

REQUIREMENTS:

Demonstrated strong RPO manufacturing background is required with experience as an RPO.
Demonstrated ability in the following areas:

- Strong troubleshooting skills
- Effective interpersonal and communication skills
- Personal computer skills, including email, MSOffice, and SAP
- High degree of initiative and ability to plan
- Prioritize and work with minimal supervision
- Ability to work in a team based environment
- Ability to obtain and maintain Fire Permit Authorization, Confined Space Authorization, and CMR certification

TAB D

RESIMENES PVR OPERATOR JOB DESCRIPTION

The Resimene PVR Operator is expected to be able to perform the responsibilities of a Resimene Process Operator and a Resimene Quality Control Analyst

TAB E

RESIMENES QUALITY CONTROL ANALYST/DOWNSTAIRS OPERATOR JOB DESCRIPTION

The Resimene Quality Control Analyst/Downstairs Operator is expected to be able to perform all the responsibilities of a Resimene Quality Control Analyst as well as all of the responsibilities of the downstairs operator in the Resimene Manufacturing unit.

Remaining proficient in the downstairs operator duties will allow the qualified Resimene Quality Control Analyst/Downstairs Operator to be in the overtime rotation (last) for overtime in the Resimene Manufacturing Department and also allow them to assist in manufacturing when there is a need that cannot be filled from within the manufacturing unit.

The Resimene Quality Control Analyst/Downstairs Operator will be expected to be able to perform all of the duties that are performed by the "downstairs operator." In order to maintain their skills as a downstairs operator they will be expected to work a minimum of one shift per month in that field. This will be scheduled with the PVR operators in order to allow the PVRs to maintain their skills in the lab.

TAB F

Job title	<i>RPO Crew Leader</i>
Reports to	<i>Manufacturing Supervisor</i>
Department	<i>Operations</i>
Status	<i>Union Wage Employee</i>

Job purpose

The *RPO Crew Leader* provides effective and efficient leadership for the Resimene Process Operator (RPO) crew during each shift. S/He manages production activities to maintain safe and reliable operations. The *RPO Crew Leader* sets the priorities for each shift, performs process troubleshooting as needed and is an effective communicator to all personnel involved in plant operations.

Duties and responsibilities

- Coordinate operations and set priorities for his/her shift. Guide operators and craft persons accordingly.
- Establish teamwork with other Crew Leaders to drive consistency across all crews.
- Act as Contractor Management Representative (CMR) in off hours to ensure safe, timely, and quality completion of work performed by contractors.
- Call-in additional resources as-needed to support the plant in off hours as required (maintenance, engineering, operator workload, lab, logistics and/or management).
- Efficiently manage product movement to minimize production losses due to blend tank congestion. Manage recovery feed rates based on wet levels for efficient use of utilities.
- Participate in daily production meetings with the crews. Participate in daily 9AM production meetings.
- Assist in development of the Safety Improvement Plan.
- Utilize computer programs in the Plant as required (SAP, AX, Sharepoint).
- Support training of all new operators, provide input and sign off upon training completion.
- Ensure completion of shift reports.
- Participate in, and lead as necessary, Plant walkthroughs.
- Coordinate participation in safety meetings, Pre Start-up Safety Reviews, project meetings, and critical alarm meetings, to ensure operator participation.
- Create, review and revise SOP's and SOC's as required.

- Ensure that operations responds to lab results as needed and proactively adjust the process to avoid out of specification material through review of lab results and familiarity with QC Lab testing protocols.
- Perform all duties in accordance with Prefere Melamines core values; Quality Policy, Life Saving Rules, Anti-Harassment, etc.
- Complete bi-annual performance discussions to ensure high standards are maintained.
- Ensure work notifications are entered into SAP to improve resource requirement communications with maintenance.
- Assist in resolution of audits and investigations by implementing corrective actions as needed.
- Ensure all SHE incidents are reported. Gather initial facts to aid in the investigation.
- Lead successful Plant start-ups and shutdowns to minimize downtime and maximize utility efficiency.
- Coordinate the initiation of Hot Work, Line Break, Lockout/Tagout and Confined Space permits.
- Review shift logs, Crew Notes, alarm logger and trends to improve process operations.
- Utilize Distributed Control System (Provox or DeltaV) tuning privileges to “Alarm Suppress” or take points “Off Scan” if needed. Document these changes and communicate to engineering.

Qualifications

- Achieve and maintain RPO status via training and hands-on operating as part of the regular RPO rotation.
- Ability to work in a fast-paced environment and juggle multiple competing tasks and demands.
- Strong teamwork skills and effective interaction and communication with individuals throughout the organization.
- Strong troubleshooting and analytical thinking skills.
- Mechanical aptitude.

Working conditions

Sedentary work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

- The worker is subject to inside environmental conditions: Protection from weather conditions but not necessarily from temperature changes.
- The worker is subject to outside environmental conditions: No effective

protection from weather.

- The worker is subject to both inside and outside environmental conditions: Activities occur inside and outside.
- The worker is subject to noise: There is sufficient noise to cause worker to shout in order to be heard above the ambient noise level.
- The worker is subject to hazards: Includes a variety of physical conditions, such as proximity to moving mechanical parts, moving vehicles, electrical current, working on scaffolding and high places, exposure to high heat or exposure to chemicals.
- The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system of the skin: Fumes, odors, dusts, mists, gases or poor ventilation.
- The worker is required to wear a respirator.
- The worker is required to function in narrow aisles or passageways.

Physical requirements

- Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.
- Kneeling: Bending legs at knee to come to a rest on knee or knees.
- Crouching: Bending the body downward and forward by bending leg and spine.
- Reaching: Extending hand(s) and arm(s) in any direction.
- Standing: Particularly for sustained periods of time.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.
- Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Hearing: Perceiving the nature of sounds at normal speaking levels or without correction. Ability to receive detailed information through oral communication, and make fine discriminations in sound.

Visual Acuity

- The worker is required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; expansive reading; visual inspection involving small defects, small parts and/or operation of machines (including inspection); using measurement devices; and/or assembly of fabrication of parts at distances close to the eyes.

Direct reports

None

2023 FOUR ON / FOUR OFF 12 HOUR ROTATING SCHEDULE																											
																										Weekend	Holiday
1900 - 0700	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
0700 - 1900	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Off	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Off	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
2022 December	31	1	2	3																							
January	16	17	18	19																							
February	1	2	3	4																							
February	17	18	19	20																							
March	5	6	7	8																							
March	21	22	23	24																							
April	6	7	8	9																							
April	22	23	24	25																							
May	8	9	10	11																							
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June	9	10	11	12																							
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August	28	29	30	31																							
September	13	14	15	16																							
September	29	30	1	2																							
October	15	16	17	18																							
October	31	1	2	3																							
November	16	17	18	19																							
December	2	3	4	5																							
December	18	19	20	21																							

