

2012 USW National Oil Bargaining Policy

1. Term of Agreement

All Agreements shall expire at 12:01 AM on February 1, 2015.

2. Wages

Substantial wage increase across all classifications.

3. Dues

The Company, at all locations, will implement the USW's Constitutional dues structure.

4. Shift Differential

5% for afternoon shift and 10% for night shift of the highest rate in contract.

5. Benefits

There shall be no change to any benefit plans during the term of the agreement.

6. Medical

Active employee Health insurance will be a premium cost sharing plan of 90% company paid and 10% employee paid of employee choice with no reduction in benefits for the term of the agreement.

The USW will also investigate alternative health insurance delivery systems, including a single, industry-wide health insurance plan in order to address continued complaints about benefits and costs of the core plan.

7. Retiree Medical

Establish a national minimum Retiree Medical system for retirees at no cost to the retirees.

8. Pension

All contracts shall provide a pension benefit and the contracts shall meet a standard of \$ 100 a month per years of service.

9. Occupational Death

Increase death benefit for those employees killed on the job to \$1 million.

Provide for lifetime medical and dental benefits to surviving spouse and for surviving children until age 26 of employee killed on the job at no cost.

10. Contracting Out

The parties shall enact an agreement to eliminate all contracting out of jobs in bargaining unit classifications in USW facilities.

11. Holiday

Add one additional holiday to be designated as Martin Luther King Jr.'s birthday for the units who do not have it. For those units that do honor Martin Luther King Jr.'s birthday an additional holiday will be added to the schedule of paid holidays.

12. No Retrogression

There shall be no retrogression in previous terms and conditions, including but not limited to agreements on no layoffs, rate retention, plant closure, health and safety clauses, pension review, and health and safety review.

All letters of agreements including, but not limited to agreements in rate retention, national health insurance, health and safety review, no layoffs, plant closures and job security shall be made part of the current Articles of Agreement between the parties.

13. Successorship

The Company shall provide the current Successorship language to all facilities that currently do not have such language.

14. Public Policy Fund

In the common interest of the Company, the employees and national security, the Company and Union hereby agree to establish a jointly administered Public Policy Fund whose purpose shall be to promote and support domestic refining and production.

The Public Policy Fund will be financed by a contribution from all Oil Companies based upon each hour worked by bargaining unit employees.

15. Health and Safety

Section 1.0

Employee and Union Rights

Employees have the right to a safe and healthful workplace, to refuse unsafe work, to adequate personal protective equipment, to safety and health training, to a proper medical program for workplace injuries and illnesses.

The Company will provide safe and healthful conditions of work for its employees and will, at a minimum, comply with all applicable laws and regulations concerning the health and safety of employees at work and the protection of the environment. The Company will install and maintain any equipment necessary to protect employees from hazards and must comply with current recognized and generally accepted good engineering practices (RAGAGEP).

The Company will make every effort to ensure that all equipment is maintained in a safe condition. Its inspection and maintenance program will give top priority to equipment critical to employee safety and health. Where faulty equipment creates a risk to employees, the Company will take all necessary steps to eliminate the risk.

Section 1.1

Right to Refuse Unsafe Work

If an employee believes that there exists an unsafe or unhealthful condition they will notify their immediate supervisor. The employee and the supervisor will make every attempt to resolve the condition in the interest of safety. Thereafter, the employee has the right to refuse to perform the job until the unsafe condition has been remedied.

