

AGREEMENT

Between

TECHNOLOGY

and

**THE UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION**

and its

LOCAL NO. 13-857

Effective Noon, March 31, 2006

PONCA CITY, OKLAHOMA

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AGREEMENT

Between

TECHNOLOGY

**CONOCOPHILLIPS INC.
PONCA CITY, OKLAHOMA**

and

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

and its

LOCAL NO. 13-857

This Agreement is made and entered into this 31st day of March 2006, by and between ConocoPhillips Inc., hereinafter referred to as the “Company,” and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and its Local 13-857, hereinafter referred to as the “Union.”

This contract booklet applies only to and exclusively to the employees assigned and employed by the Technology Department.

PREAMBLE

It is agreed and understood by the parties hereto that

ConocoPhillips Inc., by and through its designated representatives and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 13-857, through its designated representatives have engaged in collective bargaining and have arrived at a mutually satisfactory resolution of all outstanding issues. In accordance with the collective bargaining agreement, it is understood that the parties hereto have one collective bargaining agreement as divided into separate booklets all of which cover the recognized bargaining unit as defined in the recognition clause set forth below.

It is expressly the intent of the parties hereto that no provision of the collective bargaining agreement shall be construed to undermine, alter or vary the definition of the historically recognized bargaining unit as defined in the recognition clause set forth below notwithstanding the fact that each of the aforementioned booklets affect employees of distinct departments within the bargaining unit.

It is also mutually understood and agreed that references to any right or obligation with respect to the termination, modification or automatic renewal of the collective bargaining agreement; or references to the right to strike or lockout or the absence of such rights are not matters subject to the independent discretion of departments within the recognized bargaining unit but rather by the bargaining unit as a whole.

ARTICLE 1

RECOGNITION

The Company hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions

of employment as certified by the National Labor Relations Board in Case No. 16-RC-6182.

Included:

All operation and maintenance employees of the Refining Department and nonprofessional laboratory employees of the Technology Department working in it's Ponca City-based RMS&T Technology and DNA Lubricants and Specialty Products organizations working in Carbon Fibers, Natural Gas Refining, Process Technology & Optimization, Technology Services, Conostan, Finished Lubricants R&D and Specialty Products Technology.

Excluded:

All other employees, including other employees of the Transportation Department, office clerical employees, plant clerical employees in the Refinery, surveyors, chemists, professional engineers, professional employees, employees of certain represented craft units (boilermaker-welders and their helpers, electricians and their helpers, carpenters and their helpers, and bricklayers and their helpers), laboratory assistants assigned primarily to dishwashing duties, guards, subforemen, labor foremen, and all other supervisors as defined in the Act.

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall remain in effect through noon March 31, 2009, and it shall automatically continue in effect thereafter unless and until either party shall give in writing at least sixty (60) days' prior notice of its desire to terminate the Agreement. In case of notice to terminate this Agreement, the parties agree to meet within the sixty (60) day pe-

riod preceding the termination date and attempt to reach an Agreement before this Agreement terminates.

ARTICLE 3

EXCLUSIVE AGREEMENT

This contract is the entire Agreement between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of the bargaining unit employees represented by Local 13-857 and ConocoPhillips Inc. No practices, payments of wages or benefits prior to this Agreement date shall act to change or enlarge the express wording of this Agreement. All Agreements subsequently entered into by the parties during the term of this Agreement shall also be considered a part of this Agreement when reduced to writing and signed by authorized representatives of the Company and the Union.

ARTICLE 4

VALIDITY

If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other part of this contract.

ARTICLE 5

NO STRIKE, NO LOCKOUT CLAUSE

The Union agrees there will be no strikes, including sympathy strikes, and the Company agrees there will be no lockouts during the term of this Agreement.

ARTICLE 6
NONDISCRIMINATION

The Company and the Union agree to follow a policy of nondiscrimination on the basis of race, color, religion, national origin, age, sex, handicap, and the Vietnam Veteran Readjustment Act. Whenever masculine pronouns such as he, him or his, or titles such as fireman, craftsperson, etc., containing the suffix “man” appear in this Agreement, they pertain to either male or female employees or both.

ARTICLE 7
**INTERDEPARTMENTAL JOB BIDDING
AND APPLICATION RIGHTS**

Employees of the Technology Department will not be permitted to bid interdepartmentally on open jobs.

No bidding is permitted into the Technology Department, but employees in other represented departments of the bargaining unit may make application for bargaining unit vacancies in Technology. The selection qualifications of applicants for jobs shall be at the sole discretion of management.

Should more than one employee make application for a position, selection shall be in accordance with Article 25.

No employee can bump into a job outside the department to which he is permanently assigned.

ARTICLE 8

FORCE REDUCTION

8-1 Force Reduction Notice

The Company shall give the Union ninety (90) days' written notice prior to the termination of regular, full-time employees due to a force reduction. During the period of the initial Company notice, the Company will discuss this matter with the Union for the purpose of determining ways and means of avoiding the force reduction or lessening the effect on the employees involved.

8-2 Plant Closure Notice

The Company will notify the Union in writing at least six (6) months in advance of a complete planned closure of the Technology facilities that will involve a permanent transfer or permanent layoff of bargaining unit employees. The Company and the Union will meet within fifteen (15) days after such written notice for the purpose of negotiating the effect of such closure on bargaining unit employees. In the event the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a sixty (60) day written notice to terminate this Agreement. If agreement is not reached, the Union shall have the right to strike, or the Company shall have the right to lock out at the end of the sixty (60) day period.

8-3 Layoff and Recall

In the event it is necessary to reduce force in any of the progression units listed in Article 19-1, the employee with the highest seniority ranking number will be the first employee reduced.

A force reduction in the number of research craftspersons within the research craftspersons progression units will cause the research craftsperson with the least time in grade to return to the job of technician. That person will be placed at the bottom of the technician progression list but hold the entry date which applied when that person was a technician or trainee.

The research craftsperson reduced from the progression unit in which the force reduction occurred will fill the vacancy created by the reduction of the research craftsperson with the least time in grade in the research craftsperson units returning to the technician progression list.

8-4 Employees hired before January 20, 1995 and working in the RMS&T Technology and DNA Lubricants and Specialty products progression units listed in Article 19-1, are the only employees grandfathered under this contract and for demotion purposes, ranked in a composite listing according to their last regular, full-time date of employment in Technology. This composite list is the same grandfathered list from the 1996 settlement – “Employees in the Product Development and Process Technology Optimization progression unit and the Process Development Center progression unit before January 20, 1995”. In the event that a reduction in force from a specific progression unit as outlined in 8-3 above results in a reduction in total force from Technology, the employees hired or transferred from outside Technology into one of the progression units listed in Article 19-1 on or after January 20, 1995, would be reduced first before an employee on the composite list is reduced. The next reductions after all the employees hired or transferred from outside Technology into one of the progression units listed in Article 19-1 on or after January 20, 1995 have been reduced would

be the last regular, full-time employee on the composite list (the employee with the highest seniority ranking number) will be reduced first. In the event of a recall, these employees will have recall rights into any existing progression unit.

8-5 Employees hired or transferred from outside Technology into one of the progression units listed in Article 19-1 on or after January 20, 1995, would, in the event of a force reduction in the progression unit in which they are working, be reduced from that progression unit on the basis of their ranking number with the employee with the highest ranking number reduced first. These employees would be reduced out of the department as well as out of the progression unit.

8-6 If in the application of 8-4 a vacancy or vacancies result in a progression unit other than the one in which force reductions were made, then those employees in the affected unit/units whose jobs are eliminated would be assigned to fill a vacancy or vacancies incurred in other progression units. The senior employee reduced by the force reduction will be given his/her preference in filling vacancies.

8-7 Employees classified as regular, full-time at the time they are laid off will be placed on a progression unit recall list from which the layoff occurred for a period of two years from the date of lay off.

Employees will be recalled first from their progression unit list in order of seniority. When this list is exhausted, the most senior employee on any other existing progression unit recall list will be recalled next.

Recall Procedure. A former employee to be recalled shall be notified at the last known address on file with the Company. If at the end of seven (7) days he/she has not notified the Company of acceptance of the job, he/she shall have forfeited all recall rights. If at the end of

fourteen (14) days after notification of acceptance he/she has not reported to work, he/she shall have forfeited all recall rights.

8-8 There will be no bumping into the Technology Department.

8-9 Employees Recalled to Perform Temporary Work

Employees recalled from a layoff list to perform temporary work will be paid at the salary provided for in the current agreement which corresponds with their salary schedule level at time of layoff.

Employees recalled from a layoff list to perform temporary work will receive benefits in accordance with corporate policy for temporary employees.

Employees recalled from a layoff list to perform temporary work shall not accrue any seniority while performing such work.

The continuous employment of employees recalled from a layoff list for any one period is limited to the length of a project schedule (tasks) presented to the Union or up to 6 months. This time limit may be extended with mutual agreement between Management and the Union.

ARTICLE 9

CHECK-OFF

For employees in the bargaining unit, the Company agrees to deduct the Union dues for the month from the wages due the second payday of each month providing each employee from whose check Union dues are to be deducted has on file a signed payroll deduction authorization which states as follows:

I hereby assign to my local, affiliated with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC from any wages earned or to be earned by me, and irrespective of my membership status in the Union the amount of monthly dues and initiation fee in said Union.

I authorize and direct my employer to deduct such amount from my pay each month and to remit the same to the order of the financial secretary of my local Union, irrespective of my membership status in the Union, in accordance with the terms of this agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the agreement or until the termination date of said agreement, whichever occurs sooner, irrespective of my membership status in the Union during that period and I further agree and direct that irrespective of membership status in the Union, this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement with the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner.

ARTICLE 10

MANAGEMENT'S RIGHTS

Hiring, maintaining order, and discipline or discharge for just cause are solely the responsibility of Management.

Other responsibilities, solely those of Management, are: the assignment of work subject only to other provisions of this Agreement; the determination and location of any part or all of the physical plant; the determination of the number of persons required to operate and maintain any portion or all of the physical plant; the determination of the machine and tool equipment, products to be manufactured, manufacturing and processing methods, production schedules and engineering; the control of raw materials, semi-manufactured and finished products which may be incorporated into the products manufactured by the Company; the right to make or buy products, packaging, tools, processing equipment or any part thereof; the decision to operate, determine the level of operation, or to shut down any portion or all of the plant; the right to relocate any part or all of the plant, this includes the right to discontinue any part or all of the business; the right to transfer any piece of equipment, processing, manufacture, packaging of any product to another company, corporation, partnership, or individual.

It is also solely the responsibility of Management to determine and to redetermine the organization including but not limited to its location, relocation, types of operation; and to determine the methods, processes and materials to be employed; to discontinue in whole or in part processes or operations or to discontinue their performance by employees of the organization; to transfer either within or without the Company any work, technology, equipment or process performed by employees covered by this Agreement.

Grievances over management rights outlined in Article 10 are subject to the grievance procedure but cannot be submitted to arbitration; and no arbiter has the authority to rule on these rights of Article 10 with the exception of determination of just cause. Discharge for a confirmed positive test under the substance abuse policy shall not be

subject to grievance or arbitration. However, relative to such discharge the Union continues to maintain the right to grieve and arbitrate issues around the integrity of chain of custody.

ARTICLE 11

COPIES OF THIS AGREEMENT

The Company will have this contract printed in booklet form. The number of copies furnished the Union will be equal to the number of employees represented, plus 75 books.

ARTICLE 12

DEATH BENEFIT PLAN

In the event of the death of a member or the spouse of a member of the Union's Death Benefit Plan and the filing with the paymaster by the Union of a request signed by an officer of the Local, the Company agrees to deduct from the next regular payroll the amount certified by an officer as the proper deduction from the wages due each employee who has filed with the Payroll Division a special payroll deduction authorization for the purpose and to pay the sum of such deduction to the Treasurer of the Union.

ARTICLE 13

UNION REPRESENTATION

13-1 Contract Negotiations

Beginning with the date this contract is signed, employees attending Departmental contract negotiations shall be limited to five (5)

bargaining unit employees, including the Bargaining Committee Chairperson, at least one of which must come from the affected Department with which negotiations are taking place.

Those affected employees of Technology shall be paid for their previously scheduled work hours at the regular base rate. No payment shall be made for time spent beyond scheduled work hours.

For other departmental negotiations, only two (2) employees from Technology shall be paid, regardless of which departmental negotiations these employees attend, excluding the Committee Chairperson if the Chairperson comes from Technology.

13-2 Grievance Meetings

Beginning with the date this contract is signed, employees attending Departmental grievance meetings shall be limited to three (3) bargaining unit employees, including the Committee Chairperson, at least one (1) of which must come from the affected Department with which grievance meetings are taking place.

Those affected Technology employees shall be paid for their previously scheduled work hours at the regular base rate. No payment shall be made for time spent beyond scheduled work hours.

For other Departmental grievance meetings, only one employee, plus the Committee Chairperson, if the Chairperson comes from Technology, from Technology shall be paid, regardless of which departmental grievance meetings these employees attend.

13-3 Meetings

The Company agrees that its authorized representatives will meet with the selected Union Committee at mutually agreed upon

times. When meetings are held between the Company and the Union Committee, such Committee (not to exceed three employees), will suffer no loss of pay for time lost from duty. It is understood an International Representative or Representatives may attend any meeting between the Company and the Union.

13-4 Investigation of Grievances

An officer of the Union or a Steward will be permitted to investigate grievances on Company time only if he/she secures prior approval from the supervisor.

ARTICLE 14 BENEFIT PLANS

The following benefit plans available to the employees in this bargaining unit on the date of this Agreement shall be continued for the period of this Agreement subject to the rules and regulations of the plans and this contract.

- Retirement Plan
- Group Life Insurance Plan
- Thrift Plan
- Accidental Death and Dismemberment Plan
- Military Leave of Absence
- Comprehensive Disability Income Plan
- Comprehensive Medical Expense and
Dental Assistance Plan (Includes the Flexible Spending
Account option)
- Dependent Term Life Insurance Plan
- Family Leave Plan (except for the severance pay provisions)

Eligible employees covered by the Agreement will participate in the Comprehensive Medical Expense and Dental Assistance Plan generally available to the employees of the Company as of the date of this Agreement as well as subsequent modifications to this Plan that might occur during the term of this Agreement that also apply generally to the employees of the Company.

The Company agrees to pay 80 percent of the premiums for the Comprehensive Medical Expense and Dental Assistance Plan. The Company also agrees to pay 80 percent of any premium increases that occur during the term of this Agreement. Employees covered by this Agreement are responsible for the remaining 20 percent of the premium and 20 percent of any premium increases occurring during the term of this Agreement.

ARTICLE 15

LEAVES OF ABSENCE

15-1 Leave of Absence for Employees of the Union

An employee who becomes an employee of the Union may be on leave of absence up to one calendar year. At the end of one year, the leave may be extended by mutual agreement. If the leave is not extended, the employee must be back on the job by the end of the year or he/she will be terminated.

For the period of time an employee is on leave as an employee of the Union, the employee will retain seniority. The employee may retain Accidental Death and Dismemberment and Group Life Insurance Plans totally at personal expense, but will be ineligible to receive other benefits from ConocoPhillips Inc., and no money will be paid for this purpose to the employee or to the Plans on that person's behalf.

15-2 Leave of Absence for Union Business

Time off not to exceed sixty (60) calendar days in any calendar year will be granted duly elected officers, representatives, or agents of the Union, and to a maximum of one other member of the Union, providing:

The officer, representative, agent, or employee is a member of the bargaining unit.

The request for time off is made far enough in advance to permit replacement or rescheduling without additional cost to the Company.

The request is made by an authorized officer of the Union.

15-3 Leave of Absence for Family Emergency or Personal Welfare

The company agrees to provide the availability of family leave to all employees in the event of a birth or adoption of a child or the serious illness of a child, spouse or parent. The leave will be without pay and will be granted for up to a maximum of twelve weeks in a twelve month period. An employee may request more than one family leave within a twelve-month period, but the total time on leave within that period may not exceed twelve weeks.

Credited service will accrue during the period covered by the family leave of absence. The leave will be granted with the understanding that the employee will be reinstated to the position held prior to the leave or to a comparable position.

In the event that family leave provisions as provided by corporate policy grant more than a maximum of twelve weeks in a twelve month period, the provisions of the corporate policy shall prevail.

15-4 **Funeral Leave**

In the event of the death of a relative listed below, employees may request time off to make arrangements and attend the funeral and may request additional time off if the employee feels it is required. Such time off will be granted. Employees will be paid for time lost up to three (3) scheduled working days.

If one of the holidays listed should occur within this period, it shall be counted as one of the allowable days.

Pay for Those Relatives of Employee or Spouse Living in the Same Household:

Wife	Grandparents	Son-in-law
Husband	Uncle	Daughter-in-law
Child	Aunt	Brother-in-law
Father	Nephew	Stepmother
Mother	Niece	Stepfather
Brother	Grandchild	Sister-in-law
Sister		

Pay for Those Relatives of Employee or Spouse Not Living in the Same Household:

Son	Daughter-in-law	Stepmother	Uncle
Son-in-law	Brother-in-law	Stepfather	Niece
Grandchild	Sister-in-law	Father	Nephew
Grandparents	Brother	Mother	
Daughter	Sister	Aunt	

15-5 Color or Honor Guard

An employee who acts as a member of a color or honor guard at the funeral conducted by a recognized veterans organization for an employee,* employee's* spouse, child of an employee,* or spouse of an employee's* child shall be allowed the necessary time off without loss of pay not to exceed four hours.

15-6 Pallbearer

An employee who acts as an active pallbearer for the funeral of an employee,* employee's* spouse, retired employee,* or retired employee's* spouse shall be allowed the necessary time off without loss of pay not to exceed four hours.

*Ponca City Refinery employees, Technology, and Lubricants Complex unit employees and their supervisors.

15-7 Leave of Absence for Military Service

A regular, full-time employee on military leave of absence shall continue to accrue seniority.

15-8 Educational Leave of Absence

A regular, full-time employee may be granted up to nine (9) months leave of absence each school year to attend school, providing the schooling is for the purpose of developing skills or acquiring knowledge directly related and useful to ConocoPhillips Inc.'s operations. That person will continue to accrue seniority while attending school. If the employee holds a progression unit number when leaving for school, the employee may return to that number one time (as long as the number exists). This will normally be at the conclusion of the educational leave of absence.

An employee who has returned one time to the number and goes on educational leave of absence again must relinquish the number on the effective date of this leave, except if it is the lowest replacement number, the employee may hold it. On the date the number is relinquished, employees in the progression unit will move up. The employee who relinquished may then revert to the top vacant number.

An employee returning from a second educational leave of absence will return to the bottom of the progression unit as long as a vacancy exists.

ARTICLE 16

PERSONNEL RECORD

The Union shall be given a copy of any record made of disciplinary action taken involving an employee. If the employee chooses to reply to the Company, his reply will be placed in his personnel file.

The Company agrees that all letters, Records of Discussion, and/or Employee Warnings relating to discipline will be removed from the employee's file provided:

- a. A period of two (2) years has elapsed since the last written discipline, and
- b. They do not pertain to attendance, absenteeism, or the Technology Absence Control Policy.

ARTICLE 17

HEALTH AND SAFETY PROVISION

In recognition of the mutual belief that a useful purpose would be served by instituting industrial health research of the work environment by recognized, independent authorities in the field of industrial health, it is mutually agreed, for the term of the currently effective Agreement, that:

(1) There shall be established a joint Labor Management Health and Safety Committee, consisting of equal Union and Company representatives, and not less than two (2) nor more than four (4) each.

(2) The Company will, from time to time, retain at its expense qualified independent industrial health consultants, mutually acceptable to the International Union President or his designee and the Company, to undertake industrial health research surveys as decided upon by the committee, to determine if any health hazards exist in the workplace.

(3) Such research surveys shall include such measurements of exposures in the workplace, the results of which shall be submitted in writing to the Company, the International Union President, and the joint committee by the Research Consultant, and the results will also relate the findings to existing recognized standards.

(4) The Company agrees to pay for appropriate physical examinations and medical tests at a frequency and extent necessary in light of findings set forth in the Industrial Consultants reports as may be determined by the joint committee.

(5) The Union agrees that each research report shall be treated as privileged and confidential and will be screened by the Company to prevent disclosure of proprietary information or any other disclosure not permitted by legal or contractual obligations.

(6) At a mutually established time, subsequent to the receipt of such reports, the joint committee will meet for the purpose of reviewing such reports and to determine whether corrective measures are necessary in light of the Industrial Consultants findings, and to determine the means of implementing such corrective measures.

(7) Within sixty (60) days following the execution of this Agreement and on each successive October 1 thereafter, the Company will furnish to the Union all available information on the morbidity and mortality experience of its employees.

(8) The Joint Committee shall meet as often as necessary, but not less than once each month at a regularly scheduled time and place, for the purpose of considering, inspecting, investigating, and reviewing health and safety conditions and practices.

(9) Union Safety committeemen shall have the right to be involved in the investigation of accidents in accordance with procedures to be established by the Joint Committee. The Joint Committee shall make constructive recommendations with respect thereto, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained, and copies thereof shall be furnished to the International Union President.

(10) Time spent in connection with the work of the Committee by Union representatives including walk-around time spent in relation to the inspections and investigations, shall be considered and compensated for as their regularly assigned work.

(11) The Company will, at its expense, provide for the training of the Union members of the Joint Committee, two times during the term of this agreement, when such training is requested by the Union members of the Committee. Such training will be limited to five (5) days per Committee member and will be conducted by qualified individuals, institutions, or organizations recognized in the field.

(12) In addition to the foregoing, Company intends to continue its existing industrial hygiene program as administered by Company personnel.

(13) Any dispute arising with respect to the interpretation or application of the provisions hereto shall be subject to the grievance and arbitration procedures set forth in the Agreement.

ARTICLE 18

WAGES AND HOURS

18-1 Base Rates of Pay

The agreed upon base rates of pay at the time of this Agreement are listed in Appendix A. The base rates of pay are contingent on an employee working forty (40) hours in each workweek in the month.

18-2 Normal Hours of Work

(a) Generally, the normal hours of work shall be eight (8) hours per day and forty (40) hours per week; however, in some

instances the workweek may be scheduled for ten (10) hours per day and forty (40) hours per week, and in other instances the workweek may be scheduled for twelve (12) hours per day and thirty six (36) hours per week or forty eight (48) hours per week or forty (40) hours per week.

(b) The workweek of employees in Technology shall begin at 11:00 p.m. Sunday of each week for eight (8) hour schedules and for ten (10) and twelve (12) hour schedules the normal workweek shall begin at 7:00 a.m. Monday.

(c) Starting time for employees shall be as follows:

Daylight operation, 8-hour day, 7:45 a.m.

Daylight operation, 10-hour day, 7:00 a.m.

Two-shift operation, 8-hour day, 7:45 a.m.; 3:45 p.m.

Two-shift operation, 12-hour day, 7:00 a.m.; 7:00 p.m.

Three-shift operation, 7:00 a.m.; 3:00 p.m.; 11:00 p.m.

(d) The starting time of any employee or group of employees may be changed to improve operating efficiency.

(e) For a 12-hour shift schedule on a specific unit requiring 7 days per week, around-the-clock, continuous shift coverage, the schedule can be terminated by either party at the end of a 56-day shift cycle with 30 days prior notice.

18-3 Overtime

(a) Work in excess of eight (8) hours in a day will be paid for at one and one-half (1 1/2) times the base rate except in the normally scheduled ten (10) hour day where hours in excess of ten (10) will be paid for at one and one-half (1 1/2) times the base rate and in the

normally scheduled twelve (12) hour day where hours in excess of twelve (12) will be paid for at one and one-half (1 1/2) times the base rate.

(b) Work in excess of forty (40) hours in a workweek will be paid for at one and one-half (1 1/2) times the base rate except for twelve (12) hour schedule as described below.

(c) No employee, however, will be paid both daily and weekly overtime for the same hours worked.

(d) For the purpose of computing overtime, a day is the twenty-four (24) hour period beginning when an employee is regularly scheduled to start to work.

(e) An employee shall not be prevented from completing the normal hours of work as defined in Article 18-2 (a) in a workweek because he worked overtime on a given day in that workweek.

(f) When represented employees are required to travel, the minimum hours provision of the Wage-Hour Law for travel time will apply, superseding any overtime provisions of this Agreement.

(g) No employee shall work overtime without the approval or instruction of a supervisor.

(h) A fluctuation is described in the Wage-Hour Law under Paragraph 778.114, "Fixed Salary for Fluctuating Hours." For the (12) hour shift schedule, the employee will be compensated as follows:

1. Monthly salary described in contract is the mutually agreed to fixed salary described in the law. The weekly rate is obtained by multiplying the monthly rate by 12 and dividing by 52.

2. The standard 48-hour week of four 12-hour shifts will be compensated for at the normal weekly rate plus 1/2 rate for the hours above 40 hours, up to and including 48th hour. All hours actually worked in excess of 48 hours will be at a rate of 1 1/2 the base rate. This compensation exceeds the minimum established-in the law which is also permitted under the law.

3. The standard 36-hour week of three 12-hour shifts will be compensated for at the normal weekly rate. Hours actually worked in excess of 36 hours in this week will be compensated at 1 1/2 the base rate.

4. A single day of vacation will be compensated as 12 hours of vacation pay with 1 1/2 days. However, a maximum of 48 hours vacation will be granted in any one week. Vacation less than 12 hours shall be taken in 4-hour or 8-hour increments.

18-4 Shift Differential

Regular Scheduled Work Hours

(a) Any employee who works the evening shift (the shift following his regular day shift) will be paid a shift differential of \$.75 per hour.

(b) Any employee who works the night shift (the shift following his regular evening shift) will be paid a shift differential of \$1.50 per hour.

(c) For the twelve (12) hour shift schedule:

1. The employee working the first or “day” shift will be paid straight time.

2. The employee working the second shift or “night” shift will be paid at the night shift rate as described in Article 18-4 (b).

(d) **Overtime**

Any employee who works beyond his regular quitting time will be paid the shift differential of the following shift for the hours worked beyond his regular quitting time.

18-5 Lunch Period

(a) The daylight employees of the Technology Department shall normally observe an unpaid lunch period of forty-five (45) minutes, except that on Saturdays, Sundays, holidays, and the workweek consisting of ten (10) hours per day and forty (40) hours per week, they will observe a thirty (30) minute unpaid lunch period. The lunch period for daylight employees will normally start at noon.

(b) An employee will not be paid for the lunch period unless the individual has duties assigned to be performed during the lunch period. However, if an employee's lunch period is advanced or delayed more than thirty (30) minutes, he will be paid for the entire lunch period.

(c) If an employee is required to work through the lunch period and is not notified by the Company before the end of the previous day, a lunch will be provided, if so requested, in cases where the employee has not brought a lunch.

18-6 Premium Pay

Premium pay will be paid only as provided in Article 18-6.

(a) **Call-Out**

Any employee required to report for work after having left the premises and before his regular scheduled starting time shall be paid a minimum of four (4) hours' pay at his/her regular straight-time rate.

Only hours worked will be paid for if the employee is notified at least eight (8) hours ahead of his/her regular starting time or when an employee is required to report ahead of his/her scheduled starting time to cover the absence of another employee. If an employee answers a general fire call, he/she shall receive a minimum of two (2) hours' pay at his/her regular straight-time rate.

An employee on call-out will perform those duties for which he/she was called out, and other urgent work.

When an employee has been notified to report for work by call-out, cancellation by the Company entitles him/her to two (2) hours' cancellation pay; but if he/she arrives on the premises without having been notified of the cancellation, he/she is entitled to four (4) hours' call-out pay.

When an employee has been notified to report for work at a time other than his/her regular scheduled hours, except by call-out, cancellation by the Company entitles him/her to payment of two (2) hours' pay at his/her regular straight-time base rate.

Cancellation pay will be paid for a delay if it exceeds four (4) hours. The Company may delay more than once, without owing cancellation pay, if the sum of the delays does not exceed four (4) hours.

(b) Hours Over 16 in a 24-Hour Period

An employee who works over sixteen (16) hours in a twenty-four (24) hour period will receive double the base rate for the hours worked over sixteen (16), providing these hours are not part of a short change.

(c) Interrupted Day's Work

When an employee is sent home before completing a day's work with instructions to report back later the same day to work, all time in the second period until a total of sixteen (16) hours has been worked in the workday will be at one and one half (1 1/2) times the base rate and all time worked in excess of sixteen (16) hours in the workday will be at double the base rate.

(d) Premium Pay for Change of Days Off

The operating schedule for the workweek shall be posted by the preceding Thursday at 6:00 p.m. Each time an employee's days off during a following workweek are changed after 4:30 p.m. of the preceding Friday, he/she will be paid one and one-half (1 1/2) times the regular straight-time rate for the first shift worked on what would otherwise have been his/her day off. This premium will not be paid if the changed days off are the result of mutual trades or for the convenience of employees.

Premium pay for changes in days off will not be paid when the change in days off results from rescheduling to return employees to jobs following absences involving Union business.

(e) Premium Pay for Holidays Worked

(1) An employee who is eligible to receive straight-time pay for observed holidays not worked shall receive straight-time for eight (8) hours for the holiday. Then she/he shall be paid as follows for work on the holiday:

Time and one-half for the first sixteen hours worked. Double time for hours in excess of sixteen. A minimum of four hours' straight-time pay for a call out.

The holiday premium will be paid for work on the observed holiday except, for those employees working on jobs covered all seven days of the week, the premium will be paid on:

New Year's Day
Independence Day
Christmas Day

instead of the observed holiday.

In no event, however, will an employee receive the holiday premium for any of the three holidays listed above and the observed holiday.

(2) A holiday which an employee does not work but is paid for will be counted toward forty (40) hours worked if it falls on one of his/her regular workdays.

Although a holiday which an employee does not work, but is paid for, will be counted toward forty (40) hours worked if it falls on one of his/her regular workdays, it will not count as hours actually worked in paragraph 18-6 (f).

(f) **Seventh Consecutive Day**

Represented employees will be paid double their straight-time rate for work on the seventh consecutive day worked when that day is Sunday, providing they have actually worked forty (40) hours through the week and have worked at least four (4) hours on the sixth day.

(g) **Short Change – Paid and Not Paid**

If an employee's work schedule causes that person to report back for work on schedule (for 8 hours or more) in less than 24 hours from

the time the employee last began a scheduled day's work (8 hours or more), he/she will receive time and one-half for hours over 8 until 24 hours have elapsed from the time he/she last began a scheduled day's work (of 8 hours or more). The hours for which time and one-half would be paid will be offset by any hours for which overtime is paid in the day as defined in 18-3 (d).

Time and one-half will not be paid for the short change that results when an employee goes from a day shift schedule to any other day shift schedule.

Short change premium will not be paid if the short change is the result of a mutual trade of shifts. All trades will be subject to management approval.

ARTICLE 19

SENIORITY

19-1 Progression Units

The organizations covered by this Contract shall be divided into progression units. Listing these units in no way limits Management's ability to add, eliminate, or combine progression units:

- 1) Technicians – in RMS&T Technology and in DNA Lubricants and Specialty Products
- 2) Analytical Technicians – in ConocoPhillips Analytical Services
- 3) Craftspersons – in Technology Services

Each nonprobationary employee assigned to a progression unit

will be assigned a ranking number in that progression unit in accordance with the last date of entering that specific progression unit as a nonprobationary employee.

Any individual who becomes a nonprobationary employee and is covered by this agreement, shall be assigned the highest seniority number and the highest progression unit number in the progression unit in which that person is to work.

Regular, full-time employees transferring among progression units in Technology shall retain their original hire date. They will be assigned the highest number in the progression unit they are entering and relinquish the number in the progression unit they are leaving.

No employee hired directly into the Technology Department shall accumulate seniority in any other department or progression unit.

19-2 Letter of Assignment

An employee assigned to work outside his/her progression unit at the request of the Company will be given a letter of assignment. The employee will retain his/her progression unit ranking and continue to accrue seniority on his permanent assignment.

19-3 Retention of Seniority

Employees must be able to perform their job as a condition for continued employment.

In the event of illness, occupational or nonoccupational accident, an employee shall retain all seniority, continue to earn seniority and retain his ranking number for a period not to exceed twelve (12) months. If the employee does not return to work within twelve (12) months, or at any time during this twelve-month period it should be medically de-

terminated the employee cannot return to work and perform the job, that employee may be retired if eligible, terminated, or the period may be extended at Management's discretion. If the twelve (12) month period is extended, the employee will retain his seniority but will not accrue seniority during the extension.

19-4 Seniority of Supervisors

A represented employee, transferred to supervisor and working in that capacity shall retain all seniority earned prior to the date of this Agreement. During the period of this Agreement or any extension of this Agreement, he/she will continue to earn seniority for a total cumulative period of time, equal to one-half the term of this Agreement plus one-half the term of any extension of this Agreement, of employment as a supervisor, all of which is accumulated during the period of this Agreement plus any extension of this Agreement.

If the employee continues to work as a supervisor after the cumulative time period stated above of employment as a supervisor, all of which is accumulated during the period of this Agreement plus any extension of this Agreement, he/she will lose all seniority.

If a supervisor referred to in the prior paragraph is transferred outside Technology, he/she shall, after one-half the term of this Agreement plus one-half of the term of any extension of this Agreement on such outside assignment, lose his/her ranking number and the right to return to the progression unit.

19-5 List of Regular, Full-Time Employees and Progression Units

The Company will provide the Union with a list of regular, full-time employees, their employment dates and seniority ranking numbers.

The Company will also provide lists of the progression units. Changes in the progression lists as they occur and starting dates of newly hired, regular full-time probationary employees will also be provided.

19-6 Non-Probationary Status

A probationary regular, full-time employee shall be transferred to nonprobationary status after twelve (12) months of cumulative employment unless the employee has been notified in writing that the probation period has been extended. Extension to the probationary period will be by mutual agreement of Management and the Union. An interruption in service longer than one (1) year disqualifies prior service toward accumulation. At the time of nonprobationary status, an employee will be assigned a ranking number in accordance with the date of beginning continuous employment in Technology. At the option of the Company, an employee may be transferred from probationary to nonprobationary status at any time. While an employee is classified as probationary, his/her termination shall not be subject to the grievance procedure or arbitration. The Union shall be notified when a probationary employee is hired.

ARTICLE 20

JOB CLASSIFICATIONS

20-1 Employees covered by this Agreement shall be classified as Technicians, Ten-Year Senior Technicians, Associate Research Technicians, Research Technicians, Senior Research Technicians, Research Craftspersons Trainees, or Research Craftspersons.

20-2 The normal assignment for technicians, ten-year senior technicians, associate research technicians, research technicians, and se-

nior research technicians is to construct, repair, modify, operate and dismantle any experimental or research equipment. They may also be used as temporary helpers to craftspersons in performing any jobs within Technology when critical craft skills are required and the assigned craftspersons need assistance. On any such temporary duties, it is Management's intent to assign these employees only to specific tasks for which they are deemed sufficiently qualified, and to maintain their normal rates of pay on such temporary duty.

20-3 The normal assignment for research craftspersons trainees and research craftspersons is to do general craft work including fabrication, installation and maintenance of pilot plants, equipment and laboratory utilities; however, when in the opinion of supervisors it is necessary, they may be assigned other work. The normal assignment will include experimental apparatus assembly, testing and start-up. Research craftspersons will not be given work assignments to avoid premium pay for technicians.

To become a research craftsperson will require a training period of up to two (2) years and demonstrated ability in the various crafts skills. Demonstrated ability will include testing by sample work and written tests. The Company agrees to provide training in the craft skills, both formal and practical, and to establish a suitable examination.

While training for research craftsperson, pay will be in accordance with an employee's existing position in the pay progression for technicians. There will be no regression in pay while training for research craftsperson.

Tests for promotion of a trainee to research craftsperson will be administered by the Company at any time of mutual agreement be-

tween the trainee and the Company but not later than two (2) years after becoming a trainee. A trainee will have one (1) opportunity to pass the tests for promotion to research craftsperson.

A trainee for research craftsperson will maintain his seniority ranking held at the time of becoming a trainee. Should a trainee be unsuccessful in qualifying as a research craftsperson, he will retain seniority ranking but be placed at the bottom of the progression unit.

Tests for promotion of a trainee to research craftsperson will be administered by the Company at any time of mutual agreement between the trainee and the Company but not later than two (2) years after becoming a trainee. A trainee will have one (1) opportunity to pass the tests for promotion to research craftsperson.

A trainee for research craftsperson will maintain his seniority ranking held at the time of becoming a trainee. Should a trainee be unsuccessful in qualifying as a research craftsperson, he will retain seniority ranking but be placed at the bottom of the progression unit.

20-4 Craftspersons who are assigned to the Technology Department will normally perform work in their craft; however, when in the opinion of supervisors it is necessary, they may be assigned work outside their craft.

20-5 Supervisory or professional employees shall not be restricted from doing any type of laboratory work during or after normal working hours (including operation of pilot plants), but this provision will not be used to avoid overtime for or replace USW represented employees assigned to normal operations. It is intended that professionals will periodically perform jobs normally assigned to technicians or research craftspersons for purposes of training and full understanding of the jobs.

It is also intended that suitable procedures for and changes in pilot plant operation and various laboratory tests and experiments will be worked out by professionals working either independently of or in conjunction with technicians or research craftspersons. Further, in cases where priority work normally assigned to represented employees must be completed by a deadline unattainable with existing represented employees and use of technician overtime, Management retains the right to use professionals or supervisors working together with represented employees. In no such case, however, will represented employees be sent home at the end of normal working hours and work normally assigned to represented employees continued after hours by professionals.

20-6 The Company may establish new jobs, eliminate jobs, change job duties, combine jobs; add, eliminate or combine classifications or add, combine, reduce or eliminate progression units. The Company will give the Union fourteen (14) calendar days' notice when job classifications are to be eliminated or when changes are to be made in the regular, full-time numbers in a classification for the purpose of negotiating the effects of these changes. The Company will also give 14 days' notice when progression units are to be added, combined, divided or eliminated for the purpose of negotiating the effects of these changes.

20-7 Represented employees within a progression unit will be assigned various jobs within that unit to match their skills and training. Whenever skills and training permit it, the more senior employee will be assigned to daylight jobs. However, when in the judgment of management the safe and efficient operation of a unit requires the assignment of an employee from a daylight job to extended shift work or retaining an employee on shift work who was next in line for a daylight job, such assignment or retention shall not exceed 24 months except

by mutual agreement by Management and the Union. The affected employee will receive an increase in base pay as shown in Appendix A as Senior Operator for the period of that assignment. The staffing process for this Senior Operator assignment will first be from volunteers top down; then assignment from bottom-up as follows:

- The company will solicit volunteers to work the Senior Operator assignment first from the daylight employees working for the specific business with the senior operator need.

- If the business need cannot be met by the specific business's daylight employees, additional daylight volunteers will be solicited from all businesses in Technology.

- If there are not sufficient volunteers to meet the business need; the specific business with the senior operator need will assign employees to the senior operator job starting with the junior daylight employees with the skills and training to perform the Senior Operator assignment.

- If the business need can not be met from the daylight employees assigned to the specific business with the Senior operator need, the junior daylight technician, with the skills and training required, will be assigned to the senior operator job from all businesses in Technology.

If Management determines there is a need to back fill for the affected employee on the Senior Operator assignment, the company will make such an assignment based on skills, training and business need. If this results in a shift technician being assigned to a daylight job, this assignment shall not exceed 24 months. Based on a business need, any extension of this assignment greater than 24 months will be by

mutual agreement of Management and the Union. This assignment will not qualify technicians senior to this junior technician for senior operator pay.

For up to 12 months, less senior shift technician(s) can be temporarily assigned to daylight job(s) when skills and business conditions warrant. Based on a business need, any extension of this assignment for greater than 12 months will be by mutual agreement of Management and the Union. This assignment will not qualify technicians senior to this junior technician for senior operator pay.

ARTICLE 21

CLOTHING

The Company will reimburse employees for clothing destroyed by chemical action beyond that to be anticipated from the normal exposure of the employees' regular job and not caused by their own negligence.

ARTICLE 22

SETTLEMENT OF GRIEVANCES

22-1 Step 1

Any aggrieved employee or the employee's Steward or any Union officer may, within twenty (20) working days after the occurrence of the event complained of, present a written complaint to the immediate supervisor of the employee or employees concerned and the immediate supervisor shall have eight (8) days to render a written decision.

22-2 Step 2

If any complaint presented under Step 1 has not been settled to the satisfaction of the aggrieved employees under Step 1, they may submit the grievance to the Workmens Committee. If the Workmens Committee decides the grievance has merit, they may present it in writing to the aggrieved employee's Division Manager within eight (8) days after the services rendered under Step 1. The Division Manager or assignee shall within eight (8) days thereafter investigate the grievance and render a written decision upon it to the Workmens Committee.

22-3 Step 3

If the grievance is not resolved in Step 2, the Union may submit the case for arbitration by giving written notice to the Company within twenty (20) days. Upon such notice, the parties shall by mutual agreement either select an arbitrator or jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. After receiving the list of arbitrators, the Company and the Union shall within five (5) days eliminate from the list six (6) names by each alternately eliminating one. The name remaining shall be that of the sole arbitrator. By mutual agreement of the Company and the Union, a second list of arbitrators may be requested.

The arbitrator selected shall proceed as soon as possible to hold a hearing and examine into and render a decision on the matter at issue. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of the Agreement.

The compensation of the arbitrator and his/her expenses in connection with the arbitration shall be shared equally by the parties in the case.

Any decision rendered under this Article shall be retroactive to the date of the occurrence of the event causing the employee's complaint.

In calculating time for purposes for this Article, Saturdays, Sundays and holidays shall not be counted. Time limits specified herein may be extended by mutual agreement of the parties.

The failure to file a complaint if a violation of the Agreement occurs will not be considered as establishing a precedent.

Only differences arising between the Union and the Company relating to interpretation or performance of this Agreement which cannot be adjusted by mutual agreement and have gone through the grievance procedure are arbitrable, except as provided in Articles 10 and 22-4.

22-4 If a regular, full-time employee is discharged, and the employee protests the dismissal on the issue of just cause, an immediate hearing will be afforded. The employee, the Workmens Committee, and other persons of their selection and representatives of the Company shall be present. If no agreement is reached, the Union shall have the right to proceed to arbitration within fifteen (15) days on the issue of determination of just cause. If no action is taken within fifteen (15) days, the case shall be closed.

ARTICLE 23

BULLETIN BOARDS

The Company will maintain a bulletin board in each of the major buildings in which USW represented employees work. Because of the large size of R&D West, three (3) bulletin boards will be maintained in

that building. The Union agrees to use the boards for the purpose of notifying its members of meetings and making announcements to its members and agrees that the material posted shall contain nothing of a political or controversial nature or reflect upon the Company or any of its employees. No material shall be posted unless approved by an official of the Union who shall be responsible for complying with the restrictions on the nature of notices posted.

ARTICLE 24

CONTRACT WORK

(a) The Company agrees that it will not employ contract labor to work in the Company labs to perform the type of work that is normally technicians' assignments.

(b) The Company agrees that it will not use contract labor if it will result in the layoff of Research Craftspersons working in Technology Department.

ARTICLE 25

STAFFING

25-1 (a) Qualifications required of candidates for specific technician openings shall be appropriate to the nature of the required initial assignment and to the candidates versatility for possible future assignments. Certain Technology assignments require considerable comprehension of mathematical operations, some require substantial mechanical aptitude and background, and others demand dexterity and understanding of chemical manipulations. Candidates are also generally expected to have demonstrated mental alertness, industry,

and capability to get along with fellow workers and supervisors. Selection from among possible candidates is additionally influenced by the Company's commitment to abide by federal requirements, such as the Equal Opportunity Act.

In consequence, selection to fill technician openings must be made by an overall judgment decision on the part of management. Preference will be given to candidates from the bargaining unit in cases where qualifications appear equivalent. In such cases, Technology seniority shall override general bargaining unit seniority.

(b) Qualifications required of candidates for research craftspersons trainee program shall be appropriate to the nature of the crafts the candidate is expected to perform. The candidate for craftsperson trainee shall have demonstrated good mechanical aptitude and dexterity in assembling, installing, insulating, instrumenting and maintaining equipment and laboratory utilities. In addition, the candidate must show a willingness to participate in a training program provided by the Company. Educationally, a good high school education is desirable. Candidates are also generally expected to have demonstrated mental alertness, industry, and capability to get along with fellow workers and supervisors. Selection from among possible candidates is additionally influenced by the Company's commitment to abide by federal requirements, such as the Equal Opportunity Act.

In consequence, selection to fill research craftspersons trainee openings must be made by an overall judgment decision on the part of Management. Preference will be given to candidates from the bargaining unit in cases where qualifications appear equivalent. In such cases, Technology seniority shall override general bargaining unit seniority.

25-2 When a vacancy exists in one of the progression units listed in Article 19-1, an announcement of this vacancy will be posted throughout the Ponca City complex for a period of three (3) working days. This announcement shall state any special background and abilities needed for filling the specific vacancy. An eligible represented employee who is on vacation at the time of this posting will be considered to have applied for this vacancy if he/she has left written instructions with the supervisor stating his/her intent to apply for such a vacancy. The Company will mail the announcement of vacancy to all represented employees who are on disability pay on the day of the posting. The best qualified employee who made application will be awarded the job providing that in Management's opinion the employee meets the qualifications. A list of applicants will be supplied to the Union. Management will then interview promising applicants and select the successful applicant according to the provisions of Article 25-1. If any applicant within the bargaining unit is not selected, the applicant may ask for and receive an explanation of why he/she was not selected. A Steward or Union Representative of the applicant's choice may be present upon request of the employee.

New employees or successful applicants who are transferred between or into progression units in Technology will not be considered eligible applicants for future represented postings in Technology for a period of five (5) years.

25-3 The personnel strength and workload for all activities of the Technology Department are planned to provide sufficient personnel so that replacements for vacation and sickness are not usually required.

25-4 When the job to which an employee is assigned moves out of one division and into another division, the employee retains his as-

signment and moves with the job.

25-5 Business needs may require the establishment of new progression units which will contain significant numbers. When new progression units are established, or one or more progression units in whole or in part are combined with one or more other progression units, employees shall be ranked in the combined, new or surviving progression unit on the basis of their regular, full-time employment date in Technology. Any reduction in force shall be made after the progression units are established in accordance with other provisions of this Agreement.

25-6 When the Company has determined that conditions exist which necessitate the application of Article 25-5, they will meet with the Union to explain the situation.

ARTICLE 26

HEALTH AND SAFETY

No employee shall be required to perform services that seriously endanger the employee's physical safety, and refusal to do so shall not warrant or justify discharge.

ARTICLE 27

DISABILITY PAY

For the purposes of this Article, "days" are defined as eight (8) hours.

(a) Pay under the Comprehensive Disability Income Plan shall be at the rate of the employee's permanent assignment the last day

worked prior to the absence. In no event shall an employee receive an hourly rate under the Comprehensive Disability Income Plan that is greater than he/she would have received had he worked.

(b) CDIP benefits will commence after the first two (2) days of each absence except as follows:

(1) Each absence of four (4) or less hours for medical purposes will be paid with verification of doctor visit.

(2) Each employee with one absence during the previous calendar year will receive one absence occurrence (2 days) with no waiting period during the following calendar year.

(3) Each employee with no absence during the previous calendar year will receive two absence occurrences (4 days) with no waiting period during the following calendar year.

(4) Employees may accumulate up to six (6) days with no waiting period.

(5) An employee who is admitted to a hospital during an absence covered by CDIP benefits will be paid for the entire absence with no waiting period. Such absence will not be charged as an absence occurrence for CDIP eligibility the following calendar year.

ARTICLE 28

MEALS FURNISHED BY COMPANY

28-1 Overtime

Meals will be furnished, if requested to employees who are required without prior notice to work in excess of two (2) hours past their regu-

lar quitting time. Time for consuming meals will be paid for if employee is required to work more than two and one-half (2 1/2) hours. If required to work an additional four (4) hours' overtime, a second meal will be furnished.

28-2 Call-Outs

Meals will be furnished, if requested, to an employee working on a call-out provided the employee is expected to work over two (2) hours and the work period extends through the hours of 7 a.m. to 8 a.m., 12 noon to 1 p.m., 6 p.m. to 7 p.m., and 12 midnight to 1 a.m.

28-3 When Meals Will Not Be Furnished on Overtime and Call-Outs

(a) Employee Working on Day Shift. Meals and time for consuming meals will not be paid for if such employee is notified twelve (12) hours in advance of coming to work that he/she is to work after his/her regular quitting time or that he/she is to begin work before his/her regularly scheduled starting time.

(b) Employee Working on Evening or Night Shift. Meals and time in excess of thirty (30) minutes for consuming meals will not be paid for if such employee is notified or scheduled three (3) hours or more in advance of coming to work that he/she is to work after his/her regular quitting time or that he/she is to begin work before his/her regularly scheduled starting time, except when an employee reporting for work between 11 p.m. and 4 a.m. is required to work twelve (12) hours or more, he/she will be provided one meal (breakfast) if he/she so requests.

(c) Employee Working Normal Day Off. When an employee is scheduled twelve (12) hours or more in advance that he/she is to work

a normal schedule on Saturday, Sunday, holiday or normal day off, meals and time taken for consuming meals will not be paid for.

ARTICLE 29

HOLIDAYS

(a) The following days shall be considered holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Floating Holiday	Floating Holiday
Labor Day	

The floating holiday will be taken in conjunction with Christmas Day and Fourth of July to maximize the consecutive number of days off work during these holiday periods.

The holidays named in this Article shall be observed the same day as the Ponca City complex employees.

There shall be ten (10) holidays observed in any calendar year with the following exception:

New Year's Day holiday may be celebrated in the preceding year to better observe that holiday. If utilized, such option shall result in the celebration of eleven (11) holidays within that calendar year and the celebration of nine (9) holidays within the succeeding calendar year.

(b) An employee shall be paid straight time for eight (8) hours on a named holiday which falls on his/her days off. An employee not required to work on a scheduled workday on which one of the named

holidays is observed shall be paid at straight time for eight (8) hours. Such compensation shall not be paid, however:

(1) If employee is requested to work on a holiday and does not work.

(2) To employees who are A.W.O.L. the day before or the day following the holiday. This does not include an absence which cannot be avoided.

(3) To employees who are on non-paid personal business or personal leave of absence the scheduled workday immediately preceding or following a holiday.

(4) To employees who are receiving sick and accident benefits.

(5) To employees who are absent because of sickness or accident and benefits are denied.

(c) If any of the holidays named in this Article fall on Sunday, the day recognized and observed by the state or nation will be considered as the holiday. If any of the holidays named in this Article fall on Saturday, the day preceding (Friday) will be considered as the holiday.

(d) This paragraph applies only to employees working on a seven-day shift operation.

If a holiday falls on a day during an employee's vacation on which he/she would have been paid if he/she were working his/her regular schedule, such employee shall receive one day's additional pay. The employee's schedule on his/her regular job shall determine if this paragraph applies.

ARTICLE 30

VACATIONS

(a) Vacations will be granted to all employees having regular, full-time status who have been in continuous, full-time service with the Company as follows:

(1) Service	Vacation
1 year and less than 5 years	10 workdays
5 years or more	15 workdays
10 years or more	20 workdays
20 years or more	25 workdays
30 years or more	30 workdays

If there are not enough days remaining in the calendar year for the employee to receive a full vacation at the time he completes a year's service, only the remaining days may be taken.

(2) An employee's vacation will be reduced by approximately 1/12 for each 22 workdays he/she was absent without pay in the previous year for any purpose except military service in accordance with the following schedule:

Total No. Scheduled Workdays Absent Without Pay	Service				
	1-5 Years	5-10 Years	10-20 Years	20-30 Years	Over 30 Years
0-22 inclusive	10	15	20	25	30
23-44	9	14	18	23	27
45-66	8	12	17	21	25
67-88	7	11	15	19	22
89-110	7	10	13	17	20
111-132	6	9	12	15	17
133-154	5	7	10	12	15
155-176	4	6	8	10	12
177-198	3	5	7	8	10
199-220	2	4	5	6	7
221-242	2	2	3	4	5
243 or more	0	0	0	0	0

(3) Vacation pay shall be the greater of:

The base rate of the employee's regular, full-time assignment the last day worked prior to starting vacation, or the average base rate earned between January 1 and December 31 of the year prior to the year the vacation is taken, corrected by one-half of any general change in wages which has occurred on or after January 1 of the year the vacation is taken and before the date the vacation begins.

(b) Employees who have not taken their vacations at the time they resign or are terminated (whether or not for cause) will be entitled to pay in lieu of such vacation. In addition to the above, the following payments will be made when applicable:

(1) If employee is requested not to take his/her vacation, he/she will be paid in lieu thereof.

(2) In the event an employee is retired or laid off because of lack of work, he/she shall be compensated in money equivalent to the vacation due. Such payment shall be made by paying all vacation due as of January 1 of the current year which has not been taken prior to the date of leaving the Company's employment. In addition, the Company will pay the monetary equivalent of 1/12 of the vacation being earned during the current year for each full calendar month worked in the current year prior to the date of leaving the Company's employment. Such payment shall also be made to the beneficiary of a deceased employee.

(c) If an employee is hospitalized while on vacation, he/she may at his/her option cease to be on vacation for each full day of vacation he/she is required by his/her doctor to remain in the hospital. If he/she remains on an approved disability absence following hospitalization, remaining vacation days in that week and additional scheduled weeks of vacation immediately following the week in which hospitalized need not be taken while he/she is disabled. They may be rescheduled to a later time, subject to management approval and provided sufficient time remains in the year.

(d) Vacations may be split subject to the following conditions.

(1) One-day vacations will be offered as follows:

Service**Vacation**

1 year and less than 5

5 one-day vacations

5 years to 10 years

10 one-day vacations

10 years to 20 years

15 one-day vacations

20 years to 30 years

20 one-day vacations

30 years or more

25 one-day vacations

These one-day vacations need not be scheduled at the same time an employee schedules the balance of his/her vacation; however, one-day vacation periods will be by mutual agreement between the employee and his/her supervisor. These one-day vacation periods to be taken after the first Friday in November of each year must be scheduled prior to this time or they are at risk to be banked, or lost, if not granted.

(2) Employees may alternatively request 2 half-day vacations (4 hours each) in lieu of a single day. Employee requests will be granted provided that covering the job does not result in the payment of overtime, or, in the supervisors discretion, the employee is not needed to complete the job which had been assigned. An employee whose request for a half-day vacation is denied may lose a half-day vacation entitlement if it is untaken by December 31.

(3) Except as provided in 30 (d) (1) and (2), no vacation period shall be for less than five (5) consecutive working days.

(4) Vacation shall be otherwise scheduled and taken in the following order:

First, earned vacation

Next, banked vacation

Last, purchased vacation

Purchased vacation must be scheduled or returned each year by December 1.

(e) Additional vacation time will not be allowed to compensate for any days an employee may be sick on his/her vacation except as provided in paragraph (c) of this Article.

(f) Employees must indicate time desired for vacation by March 1 of the vacation year. Any employee who has not indicated a preference by March 1 shall accept such time as the vacation schedule shall require.

(g) In order that employees may indicate desired vacation time by bargaining unit seniority in progression unit, the Company shall have the vacation allowable schedule available by not later than January 1 for each progression unit, indicating times available for employee's vacation times.

(h) Vacation schedules will not be changed on the request of an employee except in emergencies such as his/her sickness, sickness or death in his/her immediate family, his/her being on jury duty, or except in the opinion of Management the schedules may be changed without undue interference to the work requirements of his/her progression unit.

(i) To protect operations, it is necessary for Management to limit the number of employees in any work group who can be scheduled for vacation for any one time. This number will vary with the operation.

(j) Bargaining unit seniority within each group will be the determining factor in the selection of vacation period or periods. Banked or purchased vacation will not have preference over earned vacation.

(k) Employees who solely by reason of physical disability are prevented from acquiring regular, full-time employment status shall be given vacation on the same basis as regular, full-time employees.

(l) If a recognized holiday is observed during an employees vacation, the vacation shall be extended one working day for each such holiday falling in the vacation period except for employees on a seven-day shift operation who will be paid in lieu of the holiday according to Article 29 (d).

(m) All vacations of five (5) working days or longer will begin following an employee's day or days off.

(n) All vacations of five (5) working days or longer will begin following an employee's (n) An employee whose normal workday is greater than eight (8) hours will be granted eight (8) hours for each day of vacation as per Article 30 (a).

(o) Vacation may be banked per the vacation policy and banked in 4-hour increments.

ARTICLE 31

JURY AND WITNESS SERVICE

(a) Employees shall be excused from duty for jury service, and while performing such service they shall receive straight-time rate of pay and shall be scheduled on daylight shift, provided the employee gives his/her immediate supervisor or designated alternate five (5) working days notice prior to the day of jury duty. If a holiday falls on a day an employee is serving on the jury, he/she shall receive holiday pay only. Payment for jury duty is contingent on:

(1) The employee actually reports to the court for jury service on a day he/she is scheduled to work.

(2) If released by noon or before, the employee will return to work and complete the workday. If he/she returns to work and completes the workday, time worked on that day after the previously scheduled work hours will be paid for at one and one-half (1 1/2) times that person's base rate.

(3) If an employee is instructed not to report for jury service on the following day and if such day is her/his regularly scheduled workday, she/he shall notify the immediate supervisor for work assignment on the excused day for jury service.

(b) Any employee serving as a witness at the request of ConocoPhillips Inc. shall receive payment for expenses incidental to such service, will be paid as if the employee were performing a regular scheduled workday, and will be paid overtime, if applicable.

ARTICLE 32

SEVERANCE PAY

Any employee who is laid off or whose employment is severed through no fault of his/her own for a reason other than retirement under the Retirement Plan shall be granted severance pay at his/her regularly scheduled hourly wage rate of pay as follows:

(a) After continuous service of one (1) year, one (1) week's pay.

(b) After continuous service of two (2) years and up to five (5) years service, two (2) weeks' pay.

(c) After continuous service of five (5) years and up to ten (10) years service, three (3) weeks' pay.

(d) After continuous service of ten (10) years or more, four (4) weeks' pay.

Any employee who is granted severance pay pursuant to this section, because he/she is laid off or had employment severed, shall be denied a second severance pay allowance if he/she is laid off or his/her employment is severed again, unless continuous service since reemployment has been one (1) year or more.

ARTICLE 33

CASUAL EMPLOYEES

33-1 Casual employees are extra, non-probationary employees hired to supplement the regular, full-time work force covered by this Agreement.

Discharge of any casual employee shall be at the discretion of Management and shall not be a subject for grievance or arbitration.

Casual employees earn no seniority or benefits under this agreement. Their normal hours of work shall be consistent with schedules provided for in this agreement but are not guaranteed hours of work in a day or week.

In the event of a layoff, casual employees will be the first laid off. The continuous employment of a casual for any one period is limited to the length of a project schedule (tasks) presented to the Union or up to 12 months. This time limit may be extended with mutual agreement between Management and the Union.

33-2 Wages – A minimum wage of \$8.00 per hour will be paid for all casual work during the term of this Agreement. A wage higher than \$8.00 per hour may be paid by Management if in their determination such higher wage is necessary to hire casual employees or a particular casual employee due to market conditions or skill requirements. Such difference in wages shall not require Management to move all casual wages to highest wage paid.

The parties have caused this instrument to be executed by their duly authorized representatives this 31st day of March, 2002.*

CONOCO INC.

/s/ G. J. Husen
Manager
Technology Services
Technology

PAPER, ALLIED – INDUSTRIAL, CHEMICAL
AND ENERGY WORKERS
INTERNATIONAL UNION
WORKMEN'S COMMITTEE

/s/ Darrin York

/s/ Mark Carel

/s/ Mike Strassle

/s/ Ken York

/s/ Jay Laramy

/s/ Ernie Anderson
PACE International Representative

*CONTRACT EXTENSION

Per terms of the ratified offer dated April 6, 2005, the parties agreed to extend and renew all provisions of the above-referenced collective bargaining agreement (Noon, March 31, 2002 through Noon, March 31, 2006) for another three year term from Noon, March 31, 2006 through Noon, March 31, 2009.

**APPENDIX A
TECHNOLOGY
SALARY SCHEDULE*
USW REPRESENTED TECHNICIANS,
SENIOR TECHNICIANS,
ASSOCIATE RESEARCH TECHNICIANS,
RESEARCH TECHNICIANS,
SENIOR RESEARCH TECHNICIANS,
RESEARCH CRAFTSPERSON**

Technician Years Service	Effective 04/01/06	Effective 04/01/07	Effective 04/01/08
Entrance Rate	\$2,805	\$2,903	\$3,010
1 Year	3,489	3,611	3,745
2 Years	3,841	3,975	4,122
3 Years	4,016	4,157	4,311
4 Years	4,209	4,356	4,517
5 + Years	4,395	4,549	4,717
7 Years	4,581	4,741	4,916
8 + Years	4,700	4,865	5,045
10-Year Sr. Tech.	4,853	5,023	5,209

Associate Research			
Technician			(\$50 Increase from Base Pay Rate)
Research Technician			(\$100 Increase from Base Pay Rate)
Senior Research			
Technician			(\$150 Increase from 10-Year Senior Technician Pay Rate)
Research Craftsperson	5,005	5,180	5,372

Point of entry into the above salary schedule for all technicians entering Technology shall be determined by Management.

*Employees assigned to the Senior Operator classification will receive a 6 percent increase over their base pay.

2006

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2007

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2009**JANUARY**

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Notes