

AGREEMENT

Between

CONOCOPHILLIPS INC.

PONCA CITY REFINERY

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

INDEX

	Page No.
ARTICLE 1	RECOGNITION 2
ARTICLE 2	TERM OF AGREEMENT 3
ARTICLE 3	EXCLUSIVE AGREEMENT 3
ARTICLE 4	VALIDITY 4
ARTICLE 5	NO STRIKE, NO LOCKOUT CLAUSE 4
ARTICLE 6	NONDISCRIMINATION 4
ARTICLE 7	INTERDEPARTMENTAL EMPLOYMENT RIGHTS 4
ARTICLE 8	TERMINATION OF REGULAR, FULL-TIME EMPLOYEES DUE TO FORCE REDUCTION 5
ARTICLE 9	PLANT CLOSURE 5
ARTICLE 10	CHECK-OFF 5
ARTICLE 11	MANAGEMENT'S RIGHTS 6
ARTICLE 12	COPIES OF THIS AGREEMENT 8
ARTICLE 13	DEATH BENEFIT PLAN 8
ARTICLE 14	UNION REPRESENTATION 8
	14-1 Contract Negotiations 8
	14-2 Grievance Meeting 9
	14-3 Meetings 9
	14-4 Investigation of Grievances 9
ARTICLE 15	BENEFIT PLANS 9
ARTICLE 16	LEAVES OF ABSENCE 10
	16-1 Employees of the Union .. 10
	16-2 Union Business 11
	16-3 Family Emergency or Personal Welfare 11
	16-4 Funeral Leave 12
	16-5 Color or Honor Guard 12
	16-6 Pallbearer 12
	16-7 Military Service 12
	16-8 Educational Leave 13
ARTICLE 17	PERSONNEL RECORD 13
ARTICLE 18	HEALTH AND SAFETY PROVISION 14

INDEX (CONTINUED)**Page No.**

ARTICLE 19	WAGES AND HOURS	16
	19-1 Base Rates of Pay	16
	19-2 Normal Hours of Work	16
	19-3 Overtime	17
	19-4 Shift Differential	18
	19-5 Lunch Period	18
	19-6 Premium Pay	19
	Call-Out	19
	Hours Over 16 in a 24-Hour Period	20
	Premium Pay for Seventh Consecutive Day Worked	20
	Premium Pay for Change of Day Off	20
	Premium Pay for Holidays Worked	21
	Short Change – Paid and Not Paid	22
	19-7 12-Hour Shifts	22
ARTICLE 20	SENIORITY	30
	20-1 Bidding	30
	20-2 Seniority Rating	30
	20-3 Regular, Full-Time Status	30
	20-4 Filling Permanent Vacancies Within a Progression Unit	31
	20-5 Frozen Employees	33
	20-6 Disqualification Procedure	33
	20-7 Staffing New Units	34
	20-8 Letter of Assignment	34
	20-9 Retention of Seniority	34
	20-10 Seniority of Temporary Supervisors	35
	20-11 Lists of Regular, Full-Time Employees and Progression Units	35

INDEX (CONTINUED)

	Page No.	
20-12	Once Around Always	
	Around	35
20-13	Temporary Assignment at Company's Request to Perform Work Away From Ponca City Area . .	36
20-14	Employee Transferred Away From Ponca City Geographical Area at His Own Election	36
20-15	Bumping	36
20-16	The Mechanical Craft Apprenticeship Program	38
ARTICLE 21	JOB CLASSIFICATIONS	40
ARTICLE 22	DISABILITY PAY	42
ARTICLE 23	MEALS FURNISHED BY COMPANY	42
	23-1 Overtime	42
	23-2 Call-Outs	43
	23-3 When Meals Will Not Be Furnished on Overtime and Call-Outs	43
ARTICLE 24	MAINTENANCE OF RATE	43
ARTICLE 25	HOLIDAYS	45
ARTICLE 26	VACATIONS	47
ARTICLE 27	JURY AND WITNESS SERVICE	52
ARTICLE 28	SEVERANCE PAY	53
ARTICLE 29	CLOTHING	53
ARTICLE 30	SETTLEMENT OF GRIEVANCES	54
	30-1 Step 1	54
	30-2 Step 2	54
	30-3 Step 3	54

INDEX (CONTINUED)

	Page No.
ARTICLE 31	SCHEDULING 56
31-1	Operating Units –
31-2	Weekly Work Schedules . 56
31-3	Filling Vacancies 56
	Employees Working the Swing Letter Between Bottom Operating Job and Laborer 57
31-4	Employee on Vacation – Operating Units 58
31-5	Shutdown of Operating Units After Schedule Is Posted 58
ARTICLE 32	BULLETIN BOARDS 58
ARTICLE 33	LAYOFF AND RECALL 59
ARTICLE 34	SAFETY 59
ARTICLE 35	CONTRACT WORK 59
ARTICLE 36	STILL CLEANING OPERATIONS 60
36-1	Handling of Delay Time . . . 60
36-2	Cleaning Single Chamber, Necessary Piping and Fittings 60
36-3	Overtime 62
	Payment for Time Over 8 Hours in Any Given Cleanout 62
	Payment for Time Over 40 Hours in a Workweek 62
36-4	Payment for Other Work . . 62
36-5	Temporary Shutdown Not Scheduled 62
36-6	Vacation Pay 63
36-7	Sick Benefits 63
36-8	Holiday Pay 63
36-9	Duties Included in Still Cleaning 63

INDEX (CONTINUED)

		Page No.
ARTICLE 37	CASUAL/TEMPORARY	
	EMPLOYEES	63
APPENDIX A	RATE SCHEDULE	67

AGREEMENT

Between

**CONOCOPHILLIPS INC.
PONCA CITY REFINERY
PONCA CITY, OKLAHOMA**

and

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

and its

LOCAL 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 and exclusively to employees assigned to the Ponca City Refinery, Refining Department.

PREAMBLE

It is agreed and understood by the parties hereto 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 col-

lective 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 Ponca City-based RMS&T Technology and DNA Lubricants and Specialty Products working in Carbon Fibers, Natural Gas Refining, Process Technology & Optimization, Technology Services, Conostan, Finished Lubricants R&D and Specialty Products Technology.

Excluded:

All office clerical employees, including other employees of the Transportation Department, plant clerical employ-

ees 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 dish-washing duties, guards, sub-foremen, labor foremen, and all other supervisors as defined in the Act.

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall remain in effect through 12 noon March 31, 2009, and it shall automatically continue in effect thereafter unless and until either party shall give in writing at least 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 60-day period 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 Ponca City Refinery Unit, 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, craftsman, etc., containing the suffix "man" appear in this Agreement, they pertain to either male or female employees or both.

ARTICLE 7

INTERDEPARTMENTAL EMPLOYMENT RIGHTS

No bidding is permitted into the Ponca City Refinery from other Departments of the bargaining unit. However, employees in other departments may make application for vacancies at the Ponca City Refinery. Selection shall be at the discretion of the Company. Preference shall be given to candidates from the bargaining unit in cases where qualifications appear equivalent. If more than one employee makes application, and has the necessary qualifications, bargaining unit seniority shall be the determining factor.

ARTICLE 8

TERMINATION OF REGULAR, FULL-TIME EMPLOYEES DUE TO FORCE REDUCTION

The Company shall give the Union 90 days' written notice prior to the termination of regular, full-time employees due to a force reduction. During the 90-day period, 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.

The Ponca City Refinery bargaining unit employee with the most recent date of regular, full-time status will be the first employee laid off.

ARTICLE 9

PLANT CLOSURE

The Company will notify the Union in writing at least 6 months in advance of a complete planned closure of the Ponca City Refinery that will involve a permanent transfer or permanent layoff of Ponca City Refinery bargaining unit employees. The Company and the Union will meet within 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 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 60-day period.

ARTICLE 10

CHECK-OFF

For employees in the bargaining unit, the Company agrees to deduct the Union dues or the equivalent of dues for the month from the wages due the second payday of each month providing each employee from whose check

Union dues or the equivalent of dues are to be deducted has on file a signed payroll deduction authorization which states as follows:

**AUTHORIZATION OF CHECK-OFF AND
ASSIGNMENT OF UNION DUES**

I hereby assign to my local, affiliated with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union 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 11
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 of the Ponca City Refinery 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 Refinery or of the Company; to transfer either within or without the Company any work, technology, equipment or process performed by employees covered by this Agreement. . 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.

Grievances originating under Article 11 are subject to the grievance procedure but cannot be submitted to arbitration; and no arbiter has the authority to rule on Article 11 with

the exception of determination of just cause in the first sentence of Article 11.

ARTICLE 12

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 150.

ARTICLE 13

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 14

UNION REPRESENTATION

14-1 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 Chairman.

Those affected 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.

During other departmental negotiations, Refining shall pay up to four (4) affected refinery employees.

14-2 Grievance Meeting

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 Chairman, at least one (1) of which must come from the affected Department with which grievance meetings are taking place.

Those affected 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.

During Refining grievance meetings, Refining shall pay for all affected refinery employees. During other departmental meetings, Refinery shall pay only for the chairman of the Committee if an employee of the Refinery.

14-3 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.

14-4 Investigation of Grievances

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

ARTICLE 15 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
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% of the premiums for the Comprehensive Medical Expense and Dental Assistance Plan. The Company also agrees to pay 80% of any premium increases that occur during the term of this Agreement. Employees covered by this Agreement are responsible for the remaining 20% of the premium and 20% of any premium increases occurring during the term of this Agreement.

ARTICLE 16

LEAVES OF ABSENCE

16-1 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 will be terminated.

For the period of time he is on leave as an employee

of the Union, he will retain his seniority. He may retain his Accidental Death and Dismemberment and Group Life Insurance Plans totally at his expense, but he will be ineligible to receive other benefits from ConocoPhillips Inc., and no money will be paid for this purpose to him or to the Plans on his behalf.

16-2 Leave of Absence for Union Business

Time off not to exceed 60 calendar days in any calendar year will be granted duly elected officers, representatives, or agents of the Union, to a maximum of three (3) employees, 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.

16-3 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 corpo-

rate policy shall prevail.

16-4 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 not to exceed 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:

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		

16-5 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 4 hours.

16-6 Pallbearer

An employee who acts as an active pallbearer at the funeral for 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 4 hours.

16-7 Leave of Absence for Military Service

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

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

16-8 Educational Leave of Absence

A regular, full-time employee may be granted up to nine 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. He will continue to accrue seniority while attending school. If he holds a progression unit number when he leaves for school, he may return to that number one time (as long as the number exists). This will normally be at the conclusion of his educational leave of absence.

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

ARTICLE 17

PERSONNEL RECORD

The Union shall be given a copy of any record of disciplinary action placed in an employee's file in the Refinery Personnel Office. If the employee chooses to reply to the Company, his reply will be placed in his personnel file.

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

(a) (a) A period of two years has elapsed since the last written discipline, and

(b) (b) They do not pertain to attendance, absenteeism, or the Ponca City Refinery Absence Control Policy.

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

ARTICLE 18

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 work place.

(3) Such research surveys shall include such measurements of exposures in the work place, 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 con-

tractual 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 Consultant's findings, and to determine the means of implementing such corrective measures.

(7) Within 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 committeemen shall have the right to investigate accidents in accordance with procedures 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 19

WAGES AND HOURS

19-1 Base Rates of Pay

The agreed-upon base rates of pay at the time of this Agreement are listed in Appendix A.

Hourly employees shall receive Rate Code (21) for the first 3 months of employment. (Three months of employment means 3 months exclusive of absence.) Then they shall be paid at Rate Code (18) after 3 months of employment and at Rate Code (15) after 12 months of employment. (Three months and 12 months of employment means 3 months and 12 months exclusive of absence.)

A break in service less than 90 days' duration shall not cause an employee to start over on his 3 months' or 12 months' employment.

Regular, full-time employees will receive the rate of the job worked and will receive Rate Code (15), based on date of hire, when working the laborer classification.

19-2 Normal Hours of Work

(a) The normal hours of work shall be 8 hours per day and 40 hours per week. This is not a guarantee that any employee will work 8 hours every workday or 40 hours every workweek.

(b) The workweek of employees in the Refining Department shall begin at 7:30 a.m. Monday of each week.

(c) The normal starting time of rotating shifts in the Refining Department shall be: day shift, 6:30 a.m.; evening shift, 2:30 p.m.; and night shift, 10:30 p.m.

(d) The normal starting time for straight daylight employees shall be 7:30 a.m.

(e) The starting time of any employee or group of employees will not be changed unless it will result in a continuing improvement in efficiency. Summer hours for Mechanical will be from 7 a.m. to 3:30 p.m. beginning the first Monday in May and ending the first Monday of October.

Upon 14-day notice, management may cancel summer hours at any time during this agreement.

(f) The normal workweek for straight daylight employees and Mechanical employees shall be Monday through Friday with Saturdays and Sundays off. Temporary changes to the normal workweek will be made no later than Friday of the preceding workweek.

19-3 Overtime

(a) Work in excess of 8 hours in a day will be paid for at 1 1/2 times the base rate.

(b) Work in excess of 40 hours in a workweek will be paid for at 1 1/2 times the base rate.

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

(d) For the purposes of computing an employee's overtime, the first day of the week is the 24-hour period beginning with the shift designated as the first shift for the employees workweek and may vary from progression unit to progression unit.

(e) An employee shall not be prevented from completing the normal hours of work, as defined in paragraph 19-2 (a), in a workweek because he worked overtime on a

given day in that workweek.

(f) If overtime is needed, employees will be required to perform it; however, an employee will not be required to work overtime as long as other employees willing to work overtime are readily available.

19-4 Shift Differential

(a) Employees who work rotating shifts as defined in paragraph 19-2 (c) will receive shift differential of 75¢/hour for the evening shift and \$1.50/hour for the night shift. Any such employee held over beyond his regular quitting time will be paid, for such extra hours, shift differential of the shift on which he is held over.

(b) When an entire 24-hour period is covered by 2 or 3 non-rotating shifts, the day shift shall begin at 7:30 a.m., the evening shift at 3:30 p.m., and the hoot shift at 11:30 p.m.

(c) Other employees who work 8 hours or more after 4:15 p.m. and before 7:30 a.m. will be paid appropriate shift differential unless the 8 hours includes a holdover from their previous shift.

19-5 Lunch Period

(a) The normal lunch period for daylight employees of the Refining Department shall be 45 minutes, except that on Saturdays, Sundays, and holidays, the lunch period shall be one-half hour. The lunch period for daylight employees will normally start at noon.

(b) When an operation involves two shifts, rotating or not rotating, and no duties are assigned to be performed during the lunch period, the day shift will normally take a 30-minute, non-paid lunch period and the evening shift will normally take a 30-minute, non-paid lunch period, except, in the Mechanical Division, the day shift will normally take a 45-minute, non-paid lunch period.

(c) Mechanical Division employees assigned to work three consecutive shifts on the same specific job shall work 8 consecutive hours including a 30-minute lunch period.

When three shifts are scheduled, the number of employees designated to work the day shift will not be in excess of the number designated to work the evening shift. Employees designated to work shift work will be told at the beginning of their shift that they are on shift work.

(d) Except as provided in paragraph 19-5 (c), no employee will be paid for his regular lunch period unless he has duties assigned to be performed during his lunch period.

19-6 Premium Pay

Premium pay will be paid only as provided in Article 19-6. Employees who are on contract will not receive premium pay, with the exception provided in paragraph 36-1.

(a) **Call-Out.** Any employee required to report for work after having punched out and before his regular scheduled starting time shall be paid a minimum of 4 hours' pay at his regular straight-time rate. Only hours worked will be paid for if the employee is notified at least 8 hours ahead of his regular starting time or when an employee is required to report ahead of his scheduled starting time to cover the absence of another employee.

An employee on call-out will perform those duties for which he was called out, and other urgent work, but not simply routine work.

When an employee has been notified to report for work by call-out, cancellation by the Company entitles him to 2 hours' cancellation pay; but if he arrives at the gate without having been notified of the cancellation, he is entitled to 4 hours' call out pay.

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

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

(b) **Hours Over 16 in a 24-Hour Period.** An employee who works over 16 hours in a 24-hour period will receive double his base rate for the hours worked over 16, providing these hours are not part of a short change. A short change is a change in work schedule which causes an employee to report back for work on schedule in less than 24 hours from the time he last began a scheduled day's work.

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

(d) **Premium Pay for Seventh Consecutive Day Worked.** 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 40 hours Monday through Friday and have worked at least 4 hours on the sixth day. Alternatively, rotating shift workers will be paid double their straight-time rate for work on the seventh consecutive day in the same workweek, providing they have worked 44 hours prior to that seventh day and worked at least 4 hours on the sixth day.

(e) **Premium Pay for Change of Day Off.** The operating schedule for the workweek shall be posted by 12 noon Thursday. After 6 p.m. Friday, each time an operating employee's days off are changed during the following workweek, he will be paid 1 1/2 times the regular straight-time rate for the first shift worked on what would otherwise have been his day off. This premium does not apply after the employee is transferred to the Mechanical Division. This premium will not be paid if the changed days off are the result of mutual trades for the convenience of employees or employees being taken out of the schedule due to Union business. 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 any absence.

(f) 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 8 hours for the holiday. Then he shall be paid as follows for work on the holiday:

Time and one-half for the first 12 hours worked. Double time for hours in excess of 12. A minimum of 4 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 Eve
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 40 hours worked if it falls on one of his normal workdays.

Although a holiday which an employee does not work, but is paid for, will be counted toward 40 hours worked if it falls on one of his normal workdays, it will not count as hours actually worked in paragraph 19-6 (d).

(g) An employee who is assigned to work any part of his lunch period will be paid for the entire lunch period.

(h) An employee who has been assigned as temporary supervisor for as many as 4 days in a workweek in which there is a holiday will not be assigned to work in an operating unit on the holiday.

(i) **Short Change – Paid and Not Paid.** If an employee's work schedule causes him to report back for work on schedule (for 8 hours or more) in less than 24 hours from the time he last began a scheduled day's work (8 hours or more), he will receive time and one-half for hours over 8 until 24 hours have elapsed from the time he 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 19-3 (d).

Time and one-half will not be paid for the short change that results when an employee goes from 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 for the convenience of employees. All trades will be subject to management approval.

19-7 12-Hour Shifts

Either party, by a 30-day written notice prior to October 1 of each year, may cancel the 12-hour schedule. In the event this written notice is given, the Union and the Company will meet during the 30-day period to attempt to resolve the issue. If agreement is not reached, it is agreed that the rotating shift schedule for operations will be an 8-hour schedule with consistent teams and will become effective on January 1 of the year following cancellation of the 12-hour shifts. Any future change in shift schedules shall be made in accordance with the current agreement.

(a) The 12-Hour Shift Schedule

1. Workday

The regular scheduled workday will consist of 12 consecutive hours. The night shift from 6:00 p.m. to 6:00 a.m. The day shift from 6:00 a.m. and ends at 6:00 p.m.

2. **Workweek**

The regularly scheduled workweek will consist of the alternating 36 and 48-hour workweeks according to the Master Schedule.

3. **Pay Period**

Each employee working their regularly scheduled 12-hour shift schedule will be scheduled for 84 hours in a two-week period, subject to the exceptions outlined in this plan.

4. **Work Schedule**

The weekly work schedule shall be posted by noon the Thursday prior to the workweek to insure that all shift groups are notified prior to going on days off.

(b) **Scheduling**

1. A schedule change between 12-hour and 8-hour schedules will not result in an employee being scheduled for less than 40 hours per week.

2. In the event that an employee's schedule results in a 36-hour (12-hour shift) week and a 40-hour (8-hour shift) week within the same pay period, the employee will not be scheduled for less than 80 hours in a two-week period.

3. Operators, with the exception of replacements, will be pulled off the 12-hour shift schedule and return to the 8-hour schedule on a weekly basis only under the following conditions:

- (a) Special assignment
- (b) Turnaround schedule
- (c) Operating emergencies
- (d) Training
- (e) Light duty
- (f) Miscellaneous meetings

4. If an operator is pulled off the 12-hour shift schedule and is returned to the 8-hour shift schedule for a job assignment (meeting, class, etc.) of less than one week, then the following rules will apply:

(a) If the job assignment occurs on the operator's regularly scheduled day off, the overtime provisions in the 12-hour schedule plan apply.

(b) If the job assignment occurs on the operator's regularly scheduled day shift, the operator will be kept whole (12 hours at adjusted pay rate). If the assignment is less than 12 hours, the operator will be expected to report to duty for the remainder of the shift. If the assignment is more than 12 hours, the operator will be paid according to the overtime provisions in the 12-hour schedule plan.

(c) Pay Rates

1. Adjusted Pay Rate

Pay rates for hours worked within the 12-hour shift schedule must be adjusted in order to maintain equal costs for the company and equal earnings for the employees.

2. The Multiplier

The .9773 multiplier is applied to all current pay rates and is the basis of pay for all scheduled hours worked within the 12-hour shift. Current 8-hour shift pay rates (the Unadjusted Pay Rate) will be multiplied by .9773 to determine the 12-hour shift pay rates (the Adjusted Pay Rate). Future pay increases will first be applied to the 8 hour shift rates then converted to 12-hour shift values.

3. Shift Differential

Shift differential of \$1.50 per hour is only paid for hours worked during the night shift (6:00 p.m. to 6:00 a.m.).

4. If work of a higher-paid classification is temporarily required for 6 or more hours in a 12-hour shift for any employee, he shall receive the wages of the higher-paid classification for all hours worked in that shift. Overtime shall be paid for at rate of job worked.

(d) Overtime Pay

1. Daily Overtime

For daily purposes, the regularly scheduled workday is a 24-hour calendar (day beginning with day shift 6:00 a.m.). All hours worked within the workday in excess and outside of the regular scheduled 12-hour shift are considered to be out of schedule (daily) overtime. Such hours worked will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

2. Weekly Overtime

(a) A workweek for overtime purposes is the seven consecutive 24-hour calendar days beginning at 6:00 a.m. each Monday and ending at 6:00 a.m. on the following Monday.

(b) Hours worked in excess of the regularly scheduled hours for a workweek will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

(c) More than 40 hours worked as part of the regularly scheduled workweek will be paid at time and one-half the adjusted pay rate after applicable shift differential has been applied is directed towards the last eight hours of the 48 hour workweek. In order to receive the weekly built in overtime in the 48 hour workweek, the employee must work at least four days in that pay period when there is an unpaid day missed.

(d) If an employee works in excess of 36 hours during the regularly scheduled three day workweek, such excess hours will be considered to be "out of schedule" overtime and will be paid on the basis of the unadjusted pay rate.

(e) The adjusted pay rate will apply to no more than 84 hours worked in any two week period.

(f) Subject to the exceptions listed, the hours of the scheduled workweek must be worked and paid at

the adjusted pay rate in order for weekly overtime to be paid. This is the same concept as 40 straight-time hours in the 8-hour contract. Hours not worked or hours worked and paid at the premium rate that count towards weekly overtime include:

(1) Regularly scheduled hours taken as vacation or Banked Holiday Hours.

(2) Rescheduled hours paid at the 1.5 factor (schedule change within the workweek).

(3) Hours worked on a holiday if it is part of the employee's regular schedule.

(4) Paid sick days

NOTE: The same hours will not be counted when computing daily and weekly overtime other than the above listed exceptions.

(g) Operators who go to a doctor's appointment of 4 hours or less during their regularly scheduled workday will be paid for those hours at the unadjusted pay rate. Out-of-schedule overtime worked during that workweek will have the same number of hours paid at the straight time adjusted rate before overtime rates will apply.

(e) Premium Pay

1. The operating schedule for the workweek shall be posted by 12 noon Thursday. After 6 p.m. Friday, each time an operating employee's days off are changed during the following workweek, he will be paid 1 1/2 times the regular straight-time rate for the first shift worked on what would otherwise have been his day off. This premium does not apply after the employee is transferred to the Mechanical Division. This premium will not be paid if the changed days off are the result of mutual trades for the convenience of employees or employees being taken out of the schedule due to Union business. 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 any absence.

2. When more than 12 continuous hours are worked, all such hours will be paid at 1.5 times the unadjusted pay rate after applicable shift differential has been applied.

3. When more than 16 continuous hours are worked, all such hours will be paid at 2 times the unadjusted pay rate after applicable shift differential has been applied.

4. Pay for the seventh consecutive day worked within the workweek will be 2 times the unadjusted pay rate after applicable shift differential has been applied if:

(a) The employee works his/her regularly scheduled 12-hour shifts for that workweek and such hours exceed those regularly scheduled hours for that workweek, including hours worked that are eligible to be counted towards weekly overtime (out of schedule overtime).

(b) A minimum of two hours was worked on each day of the week outside of the regularly scheduled 12-hour shift workweek.

(c) The employee must be physically present at work on all seven days.

(f) Filling Of Vacancies

For 12-hour rotating shifts, the filling of vacancies will be under the following guidelines except for emergencies or when expertise is required:

1. Overtime will be offered to employees at the top of the volunteer overtime list if qualified.

2. Qualified operators at the top of the volunteer list may work vacancies in other classifications for the rate of pay of the job worked.

3. Each 12-hour progression unit will develop a voluntary overtime list.

4. The voluntary overtime list will run continuously.

5. The list will initially be by seniority.

6. As an employee works overtime, he will rotate to the bottom of the list and the list will move up.

7. If an employee is called and refuses or is unavailable for the overtime, he will rotate to the bottom of the list and the list will move up.

8. Any employee adding his name to the volunteer list will go to the bottom.

9. Any employee can remove his name from the list.

10. Any employee on vacation will retain his position on the list and he will be called around.

(g) Vacations

1. Purchased Vacation

Employees can buy vacation in 12-24-36 hour increments up to 40 hours per year.

2. Using Vacation

(a) Employees will be charged for the exact number of hours taken for vacation. Vacations less than 12 hours shall be taken in 4-hour or 8-hour increments.

(b) Remainder hours of vacation (less than 12 hours) may be banked subject to current rules. Vacation may be banked in 4, 8 or 12 hour increments.

3. Vacation Pay

(a) All vacation hours will be paid at the employee's base rate (benefit rate).

(b) Vacation pay is paid hour-for-hour taken as vacation.

4. One-day vacation requests shall be made by noon Wednesday of the previous week.

(h) Excused Absences With Pay

1. Funeral Leave

(a) Employees will be allowed up to three days off for Funeral Leave and will be paid up to 36 hours at the adjusted rate.

(b) Such hours paid do not count in the computation of daily or weekly overtime (out of schedule overtime). Such hours paid will count towards the built-in scheduled overtime that is part of 48-hour scheduled workweeks if a regularly scheduled day is worked that week.

2. Jury Duty

(a) Employees will be allowed paid time off for jury duty as follows:

(1) Employees on the day shift will be given time off as required, but if they are released before noon, they must report to work to finish the day shift as soon as practical.

(2) Employees on the night shift will be excused from the night shift ending at 6:00 a.m. on the morning of the jury duty. If the employee is released before noon, the employee must report for a scheduled night shift beginning at 6:00 p.m. that evening.

(b) Hours paid for jury duty will be paid at the straight-time rate of pay for their regularly scheduled hours and do not count in the computation of daily or weekly overtime (out of schedule overtime). Hours paid for jury duty will count towards the built-in scheduled overtime that is part of 48 hour scheduled workweeks if a regularly scheduled day is worked that week.

(i) CDIP

1. CDIP benefits will be paid after the first 16 hours of an absence. Sick pay will be at the base rate (benefit rate) for all hours missed.

2. If an employee is sick on one of his regular scheduled 12-hour shifts, hours worked outside of the regular scheduled 12-hour shift will be paid at the adjusted 12-hour pay rate instead of the unadjusted overtime pay rate on an hour-per-hour basis up to 12 hours per day.

3. Employees may earn and accumulate hours to apply to the waiting period in accordance with Article 22.

ARTICLE 20

SENIORITY

20-1 Bidding

Providing an employee has the necessary qualifications, seniority rating as defined in Article 20-2 shall be the determining factor for bidding and bumping.

Ranking number in a progression unit will be the determining factor for promoting or demoting within a progression unit or demoting out of a progression unit.

20-2 Seniority Rating

(a) An employee's seniority rating for purposes of bidding and bumping, except as provided in paragraphs (c) and (d) of this Article, shall be the date of regular, full-time status in the Ponca City Refinery.

(b) If the length of service since the last time the competing employees became regular, full-time is the same, the successful bidder will be determined by the flip of a coin.

20-3 Regular, Full-Time Status

A probationary employee has no seniority status until transferred to regular, full-time status. His seniority shall begin on the date he is confirmed as regular, full-time status.

After 12 continuous months of employment, all of which are accumulated after the date of this Agreement, a probationary employee shall be transferred from probationary to regular, full-time status. At the option of the Company, an employee may be transferred from probationary to regu-

lar, full-time status any time prior to accumulating 12 continuous months of employment. During the period an employee is classified as probationary, his termination shall not be subject to the grievance procedure and arbitration.

20-4 Filling Permanent Vacancies Within a Progression Unit

Filling a permanent vacancy in the Lead Operator classification shall be by the selection/qualification process. All other permanent vacancies within a progression unit will be filled by the employees in the progression unit moving up, leaving the bottom number in the progression unit vacant. Within 4 days of the occurrence of a vacancy, the vacant number to be filled by bidding will be posted for bid on the plant bulletin boards for a period of 10 Personnel Office working days. Within the 10-day posting period, employees eligible to bid and desiring the number must sign a bid form available at the Personnel Office. Following the close of the bidding period, the Company shall have 10 working days to determine the successful bidder. The successful bidder will be the one with the most seniority as determined by Article 20-2 (a) and (b). The successful bidder will be assigned the number.

Permanent vacancy postings which receive no eligible bidders may be filled by assignment from unnumbered or probationary employees. Employees assigned to fill vacancies in this manner are then subject to bidding provision (a) and (b) of this Article. Only those employees classified as unnumbered on April 5, 1990, and hired prior to April 14, 1984, are excluded until such time as they have successfully obtained a number in a progression unit.

Management shall not use probationary employees to avoid permanently filling regular, full-time positions in any classification or progression unit. However, nothing in this section shall act to diminish or detract from Management's current right as provided for in Article 11 or any other provisions of this Agreement to determine the number of regular, full-time positions in any classification or progression unit.

Mechanical craft vacancies requiring high technical skills or created by abnormal circumstances may be filled at Management's discretion, either by job posting, by assignment, or by direct hire.

Employees holding a number are eligible to bid if the following requirements are met:

(a) They have held a number in their progression unit for at least 6 years, continuously.

(b) Their present progression unit has the required stability during the previous 12 months. The required stability is met if addition of the prospective bidder to the number of employees who have left a permanent number in the specific progression unit by bidding out, retirement, termination, death or promotion, or combination thereof, does not exceed 10 percent of the number of employees holding numbers in that unit, or the quantity one, whichever is greater. (A fraction of a number will be rounded to the next higher whole number.)

Unnumbered employees are eligible to bid without meeting the requirements of (a) and (b) provided they did not become unnumbered employees after March 1, 1982, as a result of disqualification. Employees becoming unnumbered employees as a result of disqualification may bid after 6 years as an unnumbered employee or at any time by agreement of the Company.

An employee who is eligible to bid on a job, but is absent during the entire period when the job is posted for bid, will be allowed to file his bid in writing within 7 days after he returns to work, providing no more than 20 days have elapsed since the job posting closed. If this employee is awarded the job, the employee holding the number will have the right to return to his former job.

When it is known beforehand that a vacancy will occur (for example, a vacancy resulting from retirement), it may be posted for bid prior to the time it occurs to provide a ready replacement. The normal posting and bidding procedure will be followed. If the vacancy occurs as anticipated, the bid will pro-

ceed as usual; if it does not, the posting will be void.

20-5 Frozen Employees

No employee will be frozen unless the Company doctor determines he is physically unable to advance to the next higher classification. The period of time he is frozen will be limited to the time he is physically unable to advance. No more than one employee can be frozen in any classification. Employees promoting around a frozen employee shall also demote around him for the first calendar year. After one calendar year, if the employee remains frozen then he is subject to once around, always around, for any employee who promotes around him according to paragraph 20-12.

20-6 Disqualification Procedure

It is recognized that employees must meet all qualifications of their job as a condition of employment.

(a) When an employee is to be disqualified by the Company on the grounds he lacks the ability to perform the work, the Company will notify the Union and the employee as soon as possible. At the Union's request, the Company will meet to discuss the disqualification. If the Union fails to file a complaint within 10 Personnel Office working days after the meeting or notification, whichever is later, the matter will be closed.

(b) Article 20-6 (a) does not apply to disqualifications for medical reasons. When the Company doctor determines an employee is physically unable to perform a job, he will be disqualified.

(c) An employee who is disqualified from a job in a progression unit to which he was promoted from another job in the same progression unit may return to his previous job without loss of seniority, providing that job is not a replacement position. Article 20-12 applies to all demotions due to disqualification.

(d) An employee disqualified from any job other than defined in 20-6 (c), within 60 days of his transfer into the job from which he is disqualified, may return to his previous job

without loss of seniority. If after 60 days an employee is disqualified, he will be subject to reassignment or termination.

20-7 Staffing New Units

Notice of staffing of new units will be posted on all bulletin boards at least 2 weeks before selection of employees to staff the units is begun. During this period, employees who want to be considered for work in the new unit may sign a list in the Personnel Office.

Selection of employees to staff a new unit will be made by Management from the bargaining unit. Seniority will be the determining factor among those employees who in Management's judgment have equal qualifications.

A new unit shall be the addition of a complete progression unit, the replacement of an existing operating unit by an operating unit of different design, or the modification of an existing operating unit involving significant changes in the processing scheme or major equipment changes to the extent new skills are required.

When a new progression unit is to be established, the Company will give the Union 30 days' notice for the purpose of negotiating the proper rate code for each classification in the new progression unit.

20-8 Letter of Assignment

An employee assigned at the request of the Company will be given a letter of assignment. He will retain his progression unit ranking. An assignment of an employee holding a number in a progression unit will be limited to a total of 90 working days and may be extended during the term of this Agreement by mutual agreement.

20-9 Retention of Seniority

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

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

20-10 Seniority of Temporary Supervisors

A represented employee, transferred temporarily to supervisor and working in that capacity, shall retain all seniority earned prior to the date of his transfer and shall continue to earn seniority up to a cumulative period of time equal to 1/2 (24 cumulative months) the term of this Agreement. If he works more than 24 cumulative months during this Agreement, he will lose all seniority. After he has worked a cumulative period of time equal to 1/2 (24 cumulative months) the term of this Agreement as a supervisor, his number will be declared vacant and will be filled according to paragraph 20-4.

20-11 Lists of Regular, Full-Time Employees and Progression Units

Every 6 months the Company agrees to provide a list of refinery employees in the bargaining unit and the date last hired into the Ponca City Refinery without a break in bargaining unit service. The Company will also provide the Union with changes in progression units.

20-12 Once Around Always Around

An employee who permits another employee with a higher progression unit number to work around him in filling either temporary or permanent vacancies, except as provided in the scheduling section of this contract, or Article 20-5, or as a result of a scheduling error, shall forfeit his rights to his number. The employee advancing to the number will be the employee eligible to advance having a progression unit number next higher than that of the employee who forfeits. The forfeiting employee will accept the number of the employee who advances. Deviations may be made by mutual agreement between the Company and the Union.

20-13 Temporary Assignment at Company's Request to Perform Work Away From Ponca City Area

If the employees involved consent, up to five may be temporarily assigned at the Company's request to perform work away from the Ponca City area for a continuous period not to exceed 12 months. The 12-month limitation shall not apply to an employee loaned to a government agency. Employees on temporary assignment shall continue to accrue seniority. The number of employees may be increased beyond five by mutual agreement with the Union.

20-14 Employee Transferred Away From Ponca City Geographical Area at His Own Election

An employee transferred away from the Ponca City geographical area at his own election shall lose all rights to his permanent number immediately. After 6 months he shall lose all seniority rights unless transfer is because of his health or that of a member of his family, in which case he shall lose all seniority rights after 12 months.

20-15 Bumping

(a) In the event of changes in the plant which result in fewer progression unit numbers being required, Management will notify the Union 14 days prior to the date the numbers are to be deleted.

(b) Only those employees who lose their numbers and are demoted out of the classification above the replacement classification in their progression unit as a result of a reduction in numbers or bumping shall have bumping privileges.

(c) In the division in which the employee held the number from which he was demoted giving him bumping privileges, the employee may bump as high (not to exceed four numbers) as his seniority permits in the classification above the replacement classification in any progression unit.

(d) In all divisions except the one defined in (c) above, the employee having bumping privileges may bump into the bottom number in the classification above the

replacement classification.

(e) Both (c) and (d) above are subject to the following restrictions:

(1) No employee can bump into a progression unit composed of only one classification above the replacement classification.

(2) No employee can bump into a progression unit unless he can bump the employee holding the bottom number in the classification above the replacement classification.

(3) In the mechanical crafts, bumping shall be permitted into the apprentice classification as high as seniority permits, but only in those progression units in which a numbered employee classified as apprentice is holding the bottom demotion number above the replacement classification. Craftsmen cannot be bumped out of the progression unit.

(4) No employee can bump into a new progression unit in the first year of operation.

(5) The qualifications required for an employee to bump into a progression unit are the same as those required for him to bid into it.

(f) An employee cannot bump into a progression unit if his bumping privileges resulted from loss of a number in the progression unit.

(g) An employee bumped out of the classification above the replacement classification in any progression unit may demote to the top number in the replacement classification.

(h) Employees having bumping rights will select, within 6 Personnel Office working days after the date of reduction of number, the classification into which they wish to bump. The Personnel Office will be allowed 7 Personnel Office working days following the end of the bumping period to make the seniority calculations. When these calculations are completed, the employees will be assigned the permanent

numbers to which their seniority entitles them; and the assignment of these numbers will be effective at the end of the bumping period. If actual assignment to the job or to break-in on the job is to be made, it will be made on the next scheduling day following the completion of the seniority calculations.

If an employee is absent because of illness, vacation, or emergency condition during the entire 6-day bumping period, he will be allowed to exercise his right to bump within 3 Personnel Office working days after he returns to work.

(i) Employees who may be temporarily retained on the unit beyond the date of the shutdown shall select the positions into which they wish to bump within the aforementioned 6-day period; but assignment to such numbers will be deferred until they are released from the shut-down unit. (When the aforementioned assignment is deferred because of lack of qualified replacement, a written notice to this effect shall be given the Union stating the reason for such deferment and the length of time of such deferment.)

20-16 The Mechanical Craft Apprenticeship Program

(a) Employees must pass the basic skills test specific to a craft within 60 days of receiving the number. Employees will remain in their current job until the test is taken. The Employee may take the test once before the end of the 60 days, should they fail they may retest again before the 60 days has expired. Those employees who fail to pass the test will remain in their current job. If the successful bidder does not meet these criteria within the 60-day period, that employee shall be disqualified and will not be permitted to bid on any future job openings for a period of 6 years following the 60-calendar day period. Following a disqualification of the senior bidder, and providing there is more than one eligible bidder on this bid, the job will then be offered to the next senior bidder provided he/she also met this criteria within the same 60 calendar days following the close of this bid. Those eligible bidders below the most senior eligible bidder who do not meet the required criteria will also be disqualified but will not be restricted from bidding on future job openings. All eli-

gible bidders will remain in their current job or assignment within this 60-day period until the successful bidder is determined. The Company reserves the right to assign or direct hire for vacancies that occur in this process

Except as provided in paragraph (b), the cumulative times for advancement through the Apprentice and Second Craftsman classifications will be:

Apprentice	12 months
Second Craftsman	18 months

(1) All days actually worked in the progression unit will be counted as cumulative time, provided the employee holds a number in the progression unit.

(2) A numbered employee on letter of assignment outside his craft will not accrue cumulative time unless a numbered employee junior to him is working in the craft.

(b) The employee must pass the qualification tests from Apprentice to Second Craftsman and from Second Craftsman to First Craftsman. Employees failing to pass a test shall be subject to reassignment or termination. The Company reserves the right to assign or direct hire for vacancies that occur in this process.

For the purposes of applying this paragraph, cumulative days earned while on letter of assignment shall apply on advancement from Second Craftsman to First Craftsman. The Apprentice, if he has earned cumulative time while on letter of assignment, will conditionally progress to Second Class. He will not be required to take the qualification test for advancement until he has worked in the craft an additional number of days equal to the number of days he has earned while on the letter of assignment. The qualification test, however, may be taken only one time after the cumulative time has been earned. Any time an employee takes the test and fails after the cumulative time has been earned, he shall be subject to reassignment or termination.

In each stage of the apprenticeship program an employee may attempt one time to test for advancement before he has earned his cumulative time. If he is successful he shall immediately be promoted to that level. If he is not successful, he must wait until he has worked his cumulative time before testing again.

ARTICLE 21

JOB CLASSIFICATIONS

21-1 Work peculiar to a classification shall be performed by employees assigned to that classification within the bargaining unit with the exception that the Company reserves the right to assign work without compromising safety to qualified employees regularly assigned to other classifications within the bargaining unit for efficient, productive and profitable operation of the plant.

The Company and the Union agree the primary job skills which the various crafts are now utilizing will continue. Job skills common to various crafts will be used by any and all craftsmen to the limit of their skills and ability to achieve a high level of productivity and efficiency.

21-2 If new primary job skills arise in the crafts, the Company agrees to assign the work to the appropriate craft. If a question arises over the assignment, the Company and the Union will meet to resolve the question.

21-3 The Company will give the Union 14 days' notice when job classifications are to be eliminated or when changes are to be made in the permanent numbers in a classification.

21-4 The Company may change job duties, combine jobs, classifications, or progression units, or establish new jobs or classifications in existing progression units.

(a) In the event job duties are changed to the extent rates are to be changed, the Union will be given 14 days' notice for the purpose of negotiating the proper rate code for the job.

(b) In the event jobs, classifications, or progression units are combined or new classifications are established in existing progression units, the Union will be given 30 days' notice for the purpose of negotiating seniority and the proper rate code.

21-5 (a) There is no restriction on supervisors performing classified work when they are supervising four or fewer employees.

(b) Supervisors supervising five or more employees, with the exception of the production superintendents, shall not perform classified work except when instructing, training, or during emergencies.

(c) There is no restriction on the production superintendents performing classified work.

21-6 Each progression unit will contain a replacement classification. Employees holding a replacement classification will be paid the rate of the job worked. The employee may be assigned to the Mechanical Division when he is not working in the unit or training.

21-7 The number of employees in the replacement classification will be determined by the actual amount of work required in each progression unit.

21-8 When there is more than one job in the classification immediately above the replacement classification, the replacements will be trained in only one job and learn the others as a part of their operating assignment.

21-9 If work of a higher-paid classification is temporarily required for 4 or more hours of any employee within the bargaining unit during a regular 8-hour day, evening, or night shift, he shall receive the wages of the higher-paid classification for all hours worked in that shift. Overtime shall be paid for at rate of job worked.

ARTICLE 22

DISABILITY PAY

22-1 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; but if the employee's permanent assignment is a swing job, the swing rate will be paid. In no event shall an employee receive an hourly rate under the Comprehensive Disability Income Plan that is greater than he would have received had he worked.

22-2 CDIP benefits will commence after the first 2 days of each absence except as follows:

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

(b) 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.

(c) 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.

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

(e) 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 23

MEALS FURNISHED BY COMPANY

23-1 Overtime

Meals will be furnished, if requested, to employees who are required without prior notice to work in excess of 2

hours past their regular quitting time. Time for consuming meals will be paid for if employee is required to work more than 2 1/2 hours. If required to work an additional 4 hours overtime, a second meal will be furnished.

23-2 Call-Outs

Meals will be furnished, if requested, to an employee working on a call out provided the employee is expected to work over 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.

23-3 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 12 hours in advance of coming to work that he is to work after his regular quitting time or that he is to begin work before his regularly scheduled starting time.

(b) Employee Working on Evening or Night Shift. Meals and time in excess of 30 minutes for consuming meals will not be paid for if such employee is notified or scheduled 3 hours or more in advance of coming to work that he is to work after his regular quitting time or that he is to begin work before his regularly scheduled starting time, except an employee reporting for work between 10:30 p.m. and 3:30 a.m., who is required to work 12 hours or more, will be provided one meal (breakfast) if he so requests.

(c) Employee Working Normal Day Off. When an employee is scheduled 12 hours or more in advance to work a normal schedule on Saturday, Sunday, holiday, or normal day off, meals will not be provided.

ARTICLE 24

MAINTENANCE OF RATE

24-1 If an employee holding a progression unit number is temporarily assigned to a lower-paid job, he will receive the

rate of his permanent assignment for the hours worked in a 2 calendar-week period beginning at the end of the last shift worked on the permanent assignment. This does not apply if immediately prior to the reduction in job assignment the employee has worked his permanent assignment because of another employee's absence for sickness, vacation, or leave of absence.

24-2 Employees retained on the payroll who lose their permanent numbered classification or are reduced to a lower paying permanent numbered classification within the same progression unit because of a permanent reduction in force shall receive the pay rate of their permanent numbered classification from which they are reduced for an appropriate period as follows:

25 years and over of service:

12 consecutive calendar months. In addition, employees who have 25 years' service and have worked five years in the classification from which they are reduced, will receive for the remainder of their employment the rate of the job worked plus 25 cents per hour so long as this does not exceed the rate of the permanent numbered classification from which they were reduced.

15-24 years of service:

9 consecutive calendar months.

5-14 years of service:

6 consecutive calendar months.

Over 3 months and under 5 years of service:

3 consecutive calendar months.

To qualify for rate protection, such employees must have held their permanent numbered classification at least 90 days and must have worked in or above their permanent numbered classification within the same progression unit continuously for a period of 90 days while holding a permanent number within the 12-month period immediately prior to effective date of their loss of or reduction in permanent numbered classification. Days the unit is temporarily shut down

will not count in determining the 12-month period. Approved absence such as illness, vacation, letter of assignment, etc., from permanent numbered classification shall count as time worked for the purpose of this paragraph. This protection is not applicable to an employee holding permanent numbered classification due to another employee's not actively working in the permanent numbered classification except when an employee otherwise qualifying under this proposal has bid and held continuously for one year or more a permanent numbered classification made vacant by promotion of an employee to supervisory status.

24-3 If an employee receiving maintenance of rate is permanently assigned to a classification paying a rate equal to or higher than the maintained rate, maintenance of rate will be terminated on the date of assignment to that classification unless the employee is disqualified under paragraph 20-6.

24-4 Employees whose maintenance of rate is based on a single classification and who work on a swing job will be paid for the hours worked as follows:

(a) The rate of the job worked will be paid when it is in excess of the maintained rate.

(b) The maintained rate will be paid when the rate of the job worked is less than the maintained rate.

ARTICLE 25

HOLIDAYS

25-1 The following days shall be considered holidays:

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

The floating holiday with the Fourth of July and

Christmas Day will be arranged to maximize the consecutive number of days considered as each of those holidays.

25-2 An employee shall be paid straight time for 8 hours on a named holiday which falls on his day 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 his normal daily scheduled hours. Such compensation shall not be paid, however:

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

(b) 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.

(c) To employees who are on personal business, or leave of absence, the scheduled workday immediately preceding and following a holiday.

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

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

25-3 If any of the holidays named in this section 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 section fall on Saturday, the day preceding (Friday) will be considered as the holiday.

25-4 If a holiday falls on a day during an employee's vacation on which he would have been paid if he were working his regular schedule, such employee shall receive one day's (8 hours) additional pay. The employee's schedule on his regular job shall determine if this paragraph applies.

25-5 With the exception of those holding a number in the Process Division, employees may, with supervisory approval, take time off with pay, in lieu of straight time holiday pay due for a holiday worked. A maximum of 5 days may be taken under this provision in a calendar year. No banked hol-

idays may be taken after the third Friday in November.

25-6 Process Division employees may receive 10 days (80 hours) off in lieu of the straight time pay for holidays, provided the total number of days taken in this manner plus single day vacations does not exceed 15 during a calendar year.

An allocation for single-day vacations and days off in lieu of holiday pay will be established for each Process Division progression unit. Days off in lieu of holiday pay that are to be taken 1 day at a time will be scheduled by seniority. The scheduling is to be completed by January 20. Days not scheduled by January 20 may be scheduled at a later date if the allocation permits and provided they are requested before 12 noon on Wednesday of the preceding week.

Any or all of these 10 days (80 hours) not designated as being taken off in lieu of holiday pay will be paid on the second payday in February. Any portion of the 10 days not paid for in February may be taken as time off or be paid on January 10th of the following year.

The rate of pay for these 10 days (80 hours) will be at the employee's permanent assignment, whether taken as time off or paid.

Should an employee have a negative or positive balance at the time of termination of employment, whether voluntary or involuntary, the employee's pay will be adjusted to account for the negative or positive balance.

ARTICLE 26 VACATIONS

26-1 Vacations will be granted to all employees having permanent status who have been in continuous, full-time service with the Company as follows:

(a)	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.

(b) (b) An employee's vacation will be reduced by approximately 1/12 for each 22 workdays he 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, Years				
	1-5	5-10	10-20	20-30	Over 30
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

(c) Vacation pay shall be the base rate of the employee's permanent assignment the last day worked prior to starting his vacation.

26-2 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:

(a) If an employee is requested not to take his vacation, he will be paid in lieu thereof.

(b) In the event an employee is retired or laid off because of lack of work, he shall be compensated in money equivalent to the vacation due him. Such payment shall be made by paying all vacation due as of January 1st 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.

26-3 If an employee is hospitalized while on vacation, he may at his option cease to be on vacation for each full day of vacation he is required by his doctor to remain in the hospital. If he remains on an approved disability absence following his 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 is disabled. They may be rescheduled to a later time, subject to management approval and provided sufficient time remains in the year.

26-4 All earned vacation must be scheduled before banked or bought vacation is scheduled. Vacation may be split subject to the following conditions:

(a) **Mechanical Division**

All weeks of vacation must be scheduled as full weeks as provided in 26-6 of this Article, with the exception that 5 days of vacation may be taken as half-day or one day at a time. Employees having 10 or more years of service may take 10 days' vacation half-day or 1 day at a time. The one or two weeks to be taken half-day or one day at a time will not be scheduled as full weeks. A special allocation will be established for each progression unit for single-day or half-day vacations. These will be scheduled by seniority as provided in 26-6 of this Article. Single or half-days not scheduled

in this manner will normally be requested before noon on Wednesday of the preceding week. These requests will normally be granted if the allocation for that specific day is not filled and there is no emergency work to be performed in the craft. Requests above the allocation may be granted with supervisory approval and if no overtime is required.

(b) Process Division

Employees who are entitled to two weeks of vacation may take 10 days as single-day vacations. Employees entitled to 3 or more weeks of vacation may take a total of 15 days vacation a day at a time, provided the total number of single-day vacations plus days off in lieu of holidays does not exceed 15. A special allocation will be established for each progression unit for single-day vacations and days off in lieu of holiday pay. These will be scheduled by seniority as provided in 26-6 of this Article. Single days not scheduled in this manner will normally be requested before noon on Wednesday of the preceding week. These requests will be granted if the allocation for that specific day is not filled. Requests above the allocation may be granted with supervisory approval if there are trained replacements available and no overtime is required.

(c) Only one vacation period can be in the summer months (June, July and August) except for vacation allowances not filled.

26-5 Additional vacation time will not be allowed to compensate for any days employee may be sick on his vacation except as provided in paragraph 26-3 of this Article.

26-6 The Company shall have the vacation allowable schedule available no later than November 20 for each progression unit, indicating times available for employees vacations.

(a) Selection of desired vacation time in each progression unit will be by the date last hired into the Ponca City Refinery without a break in service. If the date last hired into the Ponca City Refinery without a break in service is the same for two or more employees in a progression unit, the deciding factor for vacation selection for these employees will

be ranking number in the progression unit. The employee in No. 1 ranking position will have vacation selection ahead of the employee in No. 2 ranking position, etc.

(b) Selection of desired vacation time among the unnumbered Mechanical Division employees will be by the date last hired into the Ponca City Refinery without a break in service.

If the date last hired into the Ponca City Refinery without a break in service is the same for two or more unnumbered Mechanical Division employees, vacation selection will be determined by the flip of a coin. The employee who wins the flip will have the first choice and so forth. For former Cities Service-Sequoia employees, their former plant seniority with Cities Service-Sequoia will be the deciding factor.

26-7 Employee must be ready to make vacation choice by December 1. On December 1 or the closest date thereafter, which is not a Saturday or Sunday, the supervisor of each progression unit will go to the senior employee in the progression unit, obtain that employee's choice for vacation time, and record it on the vacation schedule. As soon as he has obtained this information, he will go to the next senior employee and obtain his choice or choices. He will continue this until all employees have made their selection. On or after December 1 employees who do not give their supervisor a vacation choice when contacted may be assigned a vacation period. Employees will not be permitted to choose a vacation period for which the allocation is already filled, but must select another one which is not filled. Employees who expect to be out of town on vacation or otherwise during the period December 1-25, inclusive, must leave their choice with their supervisor. If their choice is in a period where allocation is filled, their supervisor will try to contact them to make a valid choice. If he cannot do so, he will go on to the next senior employee. The absent employee will accept such time as the vacation schedule shall require for the number of weeks he chose where the allocation was filled.

Vacation schedules are to be completed by December 26. Immediately after the schedule is complete, unused allocation in June, July, and August may be exchanged for va-

cation already selected according to selection rules of paragraphs 26-6 (a) and (b).

26-8 Vacation schedules will not be changed on the request of an employee except in emergencies such as his sickness, sickness or death in his immediate family, his being on jury duty, or except if in the opinion of Management, the schedules may be changed without undue interference to the work requirements of his progression unit.

26-9 To protect operations, it is necessary for Management to limit the number of employees in any classification who can be scheduled for vacation for any one time. This number will vary with the operation.

26-10 All vacations will begin following an employees day or days off. Except in emergencies, an employee will be scheduled 2 days off after his vacation if his normal schedule provides for two days off.

ARTICLE 27

JURY AND WITNESS SERVICE

27-1 Employees shall be excused from duty for jury service, and while performing such service they shall receive straight-time rate of pay for their regularly scheduled hours. If a holiday falls on a day an employee is serving on the jury, he shall receive holiday pay only. Payment for jury duty is contingent on:

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

(b) If he is released by noon or before, he will return to work and complete the workday. If he returns to work and completes the workday, time worked on that day after his previously scheduled hours will be paid for at 1 1/2 times his base rate.

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

27-2 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 he were performing a regular scheduled workday, and will be paid overtime, if applicable.

ARTICLE 28

SEVERANCE PAY

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

- (a) After continuous service of 1 year, 1 weeks' pay.
- (b) After continuous service of 2 years and up to 5 years service, 2 weeks' pay.
- (c) After continuous service of 5 years and up to 10 years service, 3 weeks' pay.
- (d) After continuous service of 10 years or more, 4 weeks' pay.

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

ARTICLE 29

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 his own negligence.

ARTICLE 30

SETTLEMENT OF GRIEVANCES

A grievance is a dispute or conflict between the Company and the Union as to the interpretation or application of the terms of this Agreement. The Company, the Union, or an employee may submit a grievance under the provisions of this Article.

30-1 Step 1

A grievance shall be discussed between the employee, his immediate supervisor, and a Workmen's Committee member (if desired by the employee) within 10 days of the date the incident arose. If a settlement is not reached within 3 days of this discussion, the grievance shall be:

(a) Reduced to writing and contain the facts surrounding the incident along with the articles of the contract applicable to the dispute;

(b) Signed and dated;

(c) Delivered within 7 days to the immediate supervisor (or to the local union if the company is filing a grievance).

The immediate supervisor, after conferring with the local union, shall respond within 8 days to the local union.

30-2 Step 2

Grievances not resolved at Step 1 shall be submitted to the second level of supervision or his designee within 7 days after the decision is rendered under Step 1. The second level of supervision, or his designee, shall, within 8 days thereafter, investigate the grievance and render a written decision to the Workmen's Committee.

30-3 Step 3

If the grievance is not resolved at Step 2, it may be submitted for arbitration by giving written notice within 20 days. The request for arbitration shall be made by the grieving party to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven arbitrators. After receiving the

list of arbitrators, the Company and the Union shall, within 7 days, eliminate from the list six 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 render a decision on the matter at issue. The decision of the arbitrator shall be final and binding upon all parties. The arbitrators shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement.

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

In calculating time for purposes of 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 establishing a precedent.

If a regular, full-time employee is discharged and the dismissal is protested on the issue of just cause, an immediate hearing will be afforded him. The employee, the Union, and representatives of the Company shall be present. If no agreement is reached, the Union shall have the right to proceed to arbitration within 15 days on the issue of determination of just cause. If no action is taken within 15 days, the case shall be closed.

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 otherwise provided in this Agreement.

ARTICLE 31

SCHEDULING

31-1 Operating Units – Weekly Work Schedules

Employees available to work the full workweek will be scheduled for the entire week.

31-2 Filling Vacancies

(a) There are operations in the plant in which it is not necessary to fill vacancies.

(1) A vacancy for a short period of time need not be filled if the vacancy results from an employee attending a meeting with the Company or other similar circumstances where the employee would be readily available in event of an operational upset requiring his services.

(2) A vacancy will not be filled if there is no work to be performed.

(3) A vacancy need not be filled during a partial shutdown on a unit if the operation can be carried on satisfactorily without appreciably increasing the duties of those remaining on shift.

(b) When it is known in advance that a temporary vacancy will exceed 60 days, the unit will be rescheduled for the duration of the vacancy.

(c) Vacancies of less than 60 days will be filled by moving up on shift. The employees on duty will move up, and the bottom vacancy will be filled by the senior trained employee holding a replacement number who is available. If no qualified replacement is available, then the position may be filled by any other qualified employee who is available.

(d) If overtime is required, it will be worked in the classification where the vacancy occurs by one of the following methods:

- Overtime shall be offered on hold-over and call-out to employees working in the job or unit where the vacancy occurs. An employee already scheduled to

work 16 hours in a 24-hour period shall not be held over or called out early, except in an emergency.

- Overtime shall then be offered in seniority order to those employees working in that classification.
- Overtime shall then be offered in seniority order to employees in the classification on their days off.
- If vacancy cannot be filled by the above procedures, overtime can be offered to any qualified employee.

(e) When an absent employee, not scheduled to work, returns from absence, he will be assigned to his regular job. The employee who had moved up to replace him will move down on the shift. The bottom employee displaced may be assigned either to cleanup or the Mechanical Division at Management's discretion.

31-3 Employees Working the Swing Letter Between Bottom Operating Job and Laborer

Employees working the swing letter between the bottom operating classification on any unit and labor may at Management's discretion be allowed 2 days off following their evening or night shifts on operations and be permitted to work Saturday and Sunday as labor under the following conditions:

(a) No premium pay will be paid for work on Saturday or Sunday.

(b) Employees will not normally be worked on labor on a holiday and will be scheduled to work or not to work.

(c) When employees on operating-labor swing jobs are scheduled to work on labor on Saturday or Sunday, they shall perform any labor work assigned.

(d) Employees may be permitted to split days off to avoid working on Sunday on labor work.

(e) A swing man may be scheduled on labor following his operating shifts as long as it does not cause his days off to be split.

31-4 Employee on Vacation – Operating Units

An employee on vacation is not considered as being in the work schedule until the day he is scheduled to return to work. No violation of seniority occurs as long as no junior employee is working above him in the schedule on the day he returns to work.

31-5 Shutdown of Operating Units After Schedule Is Posted

When an operating unit is partially or completely shut down after the schedule is posted and fewer employees are required on one or more shifts, the employees scheduled to work the shifts on which fewer employees are needed will be demoted from the shift they were scheduled to work. These demotions will not be made in order of total progression unit ranking. Progression unit ranking will be observed, however, among those employees scheduled on the shift from which the reductions are made.

ARTICLE 32

BULLETIN BOARDS

The Company will maintain a bulletin board at the Main Gate of the Refinery, at the entrance to the South Plant locker room, the entrance to the East Plant, the West gate, and at each Area/Division for use of the Union. 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 33
LAYOFF AND RECALL

33-1 In the event of a force reduction in the Ponca City Refinery, casual, temporary, and probationary employees in the bargaining unit will be laid off first. After all the casual, temporary, and probationary employees are laid off, the employee with the most recent date of regular, full-time status who is a bargaining unit employee in the Ponca City Refinery at the time of the force reduction will be the first employee laid off. Seniority among former Sequoia employees will be determined by their total East Plant service.

33-2 Employees classified as regular, full-time prior to the time they are laid off will be placed on a recall list for a period of 1 year from the date of lay off.

33-3 Employees on the recall list will be called back in order of Refining Department bargaining unit seniority and if recalled shall lose no seniority rights.

33-4 Recall Procedure. A former employee to be recalled shall be notified at his last known address on file with the Company. If at the end of 7 days he has not notified the Company of his acceptance of the job, he shall have forfeited all recall rights. If at the end of 14 days after notification of acceptance he has not reported for work, he shall have forfeited all recall rights.

ARTICLE 34
SAFETY

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

ARTICLE 35
CONTRACT WORK

The Company agrees it will not bring contractors into the plant to perform production or maintenance work if it will

result in the lay-off of regular, full-time employees.

In addition, maintenance craft work will not be contracted as long as there are employees holding numbers in the crafts in which work is contracted working as laborers.

ARTICLE 36

STILL CLEANING OPERATIONS

Cleaning of the coke still equipment shall be paid for on a piecework basis as outlined below except that earnings of the cleaning crew members shall not be less than that shown in Appendix A for each hour they are engaged in work in connection with actually cleaning each coke chamber.

Under normal conditions, hours shall not exceed 40 a week nor shall an individual engage in more than six cleanouts in a week.

This contract is in force regardless of the hourly schedule.

36-1 Handling of Delay Time

Whenever it appears that a delay will exceed 2 hours, the crew may be notified that they are not needed; and they may leave the premises until called again. During a delay of 2 hours or less, occurring before a steam test has been passed, still cleaners can be used at the option of Management on any work available. If a delay is over 2 hours and as a result still cleaners are required to work over a total of 8 consecutive hours, hours over 8 shall be paid for at 1 1/2 times the base hourly rates. Rules on call out time do not apply to contract still cleaning; however, when a still has passed the steam test and cleaners have been released, any subsequent call out to stop leaks or perform work shall be considered a call out.

36-2 Cleaning Single Chamber, Necessary Piping and Fittings

Piping to be cleaned, including breaking and reconnecting of necessary fittings, will start at the first block valve

after the Wilson-Snyder valve and will include cleaning all piping and equipment into and out of the coke drums up to the double block valves on the vapor line. This work applies only when the unit is in operation. During shutdowns, the coke in the chambers will be cleaned by still cleaners on base hourly rates; and cleaning of coke in the piping and equipment will be cleaned by the Mechanical Division. Still cleaners, however, may be assigned by the Mechanical Division to perform such work.

Earnings of an entire crew per cleanout will be distributed among the crew in the same ratio as their base hourly rates bear to each other. These earnings include premium time for holidays, shift differential and short change pay. Examples of the earnings of each crew member, based on a normal chamber cleanout, are as follows:

EFFECTIVE 4-1-06

Classification	Base Hourly Rate	Percent Share In Contract	Earnings Per Cleanout
(4) Coke Still Cleaner	\$28.87	34.60	\$276.72
(7) Coke Still Sluicer	27.68	33.18	265.31
(10) Coke Still Cleaner			
Helper	26.88	<u>32.22</u>	<u>257.65</u>
		100.00	\$799.68

EFFECTIVE 4-1-07

(4) Coke Still Cleaner	\$29.88	34.60	\$286.15
(7) Coke Still Sluicer	28.65	33.18	274.37
(10) Coke Still Cleaner			
Helper	27.82	<u>32.22</u>	<u>266.42</u>
		100.00	\$826.93

EFFECTIVE 4-1-08

(4) Coke Still Cleaner	\$30.99	34.60	\$296.51
(7) Coke Still Sluicer	29.71	33.18	284.26
(10) Coke Still Cleaner			

Helper	28.85	<u>32.22</u>	<u>276.03</u>
		100.00	\$856.80

36-3 **Overtime**

(a) **Payment for Time Over 8 Hours in Any Given Cleanout**

Payment of 1 1/2 times the base hourly rates shall be added to the earnings of a cleanout for each hour worked over 8 in any given cleanout plus shift differential when applicable.

(b) **Payment for Time Over 40 Hours in a Workweek**

Payment of 1 1/2 times the base hourly rates shall be added to the week's earnings for each hour worked over 40 in a workweek. Any payments made for time over 8 hours in a day shall be offset against pay for weekly overtime in that week.

36-4 **Payment for Other Work**

Payment for maintenance of rate is at the base hourly rates.

Shift differential is not paid on contract work, since it is included in the contract pay; however, shift differential is applicable when an employee is working on the base hourly rate.

36-5 **Temporary Shutdown Not Scheduled**

A nonscheduled shutdown normally will not last longer than 48 hours. Schedules will remain in force, and the men affected by the shutdown for cleaning or otherwise will be transferred to the Mechanical force regardless of seniority.

36-6 Vacation Pay

Vacation pay shall be the base rate of the employee's permanent assignment the last day worked prior to starting his vacation.

36-7 Sick Benefits

Sick benefits shall be computed on base hourly rates for scheduled hours lost because of illness. In no event will more than 40 hours be paid in 1 week for time lost because of illness.

37-8 Holiday Pay

Employees who work on contract on holidays shall be paid 8 hours at the base hourly rates plus the time worked on contract. Employees who do not work on a holiday will be paid only 8 hours at the base hourly rates.

36-9 Duties Included in Still Cleaning

In addition to the actual preparation of the equipment for cleaning, performing the cleaning, and heading up of the equipment in condition to resume operation, the work of still cleaning shall include cleaning the still area and keeping tools and equipment clean and in good condition. It is the responsibility of the still cleaners to report tools or equipment which require repairs.

It is the responsibility of the still cleaners to clean up all spilled coke. This includes coke on platforms, north or south railway spurs, the roadway north of the Blue shop, the area south of exchanger row. If these areas are not cleaned to the supervisors satisfaction, he may call out the cleaning crew to finish the job; and call-out pay will not be applied.

ARTICLE 37

CASUAL/TEMPORARY EMPLOYEES

For the purpose of this Agreement only, casual/temporary employees are extra, nonprobationary employees hired to supplement the regular, full-time work force within

the Refining Department doing bargaining unit work.

When additional probationary employees are needed, casual/temporary employees working in the refinery will be given consideration but will not receive preferential treatment over any other applicant in the selection process. The decision whether to select from casual/temporary employees as well as who is selected from the casual/temporary employees shall be at Management's discretion. Time worked as a casual/temporary employee will not count toward the 12 continuous months provided in Article 20-3.

Discharge of any casual/temporary employee shall be at Management's discretion and shall not be a subject for grievance or arbitration.

Casual/temporary employees earn no seniority under this Agreement.

The normal hours of work shall be 8 hours per day and 40 hours per week. This is not a guarantee that any employee will work 8 hours every workday or 40 hours every workweek.

Management shall not use the casual/temporary work force as a means to avoid hiring or replacing permanent openings in regular, full-time positions in any classification or progression unit. However, Management reserves its right to determine the number of regular, full-time positions in any classification or progression unit.

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

**CONOCO INC.

/s/ Bill Biernacki

Manager Asset Reliability and Projects
Ponca City Refinery

**THE PAPER, ALLIED – INDUSTRIAL
CHEMICAL AND ENERGY WORKERS
INTERNATIONAL UNION

WORKMEN'S COMMITTEE

/s/ Jay Laramy

/s/ Tom Davis

/s/ Jason Smith

/s/ Darrin York

/s/ Leonard Engle

*CONTRACT EXTENSION

Per the 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.

**At the date of this extension, the Company and the Union are ConocoPhillips Inc. and the United Steel, Paper and

Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 13-857, respectively.

APPENDIX A
RATE SCHEDULE
FOR CODE JOBS IN BARGAINING UNIT
PONCA CITY REFINERY

Code	Effective 4-1-06		Effective 4-1-07		Effective 4-1-08	
	Unadj	(Adj)	Unadj	(Adj)	Unadj	(Adj)
(1)	\$31.68	(30.96)	\$32.79	(32.05)	\$34.00	(33.23)
(2)	29.40	(28.73)	30.43	(29.74)	31.56	(30.84)
(3)	29.10	(28.44)	30.12	(29.44)	31.23	(30.52)
(4)	28.87	(28.21)	29.88	(29.20)	30.99	(30.29)
(5)	28.29	(27.65)	29.28	(28.62)	30.36	(29.67)
(6)	27.95	(27.32)	28.93	(28.27)	30.00	(29.32)
(7)	27.68	(27.05)	28.65	(28.00)	29.71	(29.04)
(8)	27.41	(26.79)	28.37	(27.73)	29.42	(28.75)
(9)	27.11	(26.49)	28.06	(27.42)	29.10	(28.44)
(10)	26.88	(26.27)	27.82	(27.19)	28.85	(28.20)
(11)	26.65	(26.05)	27.58	(26.95)	28.60	(27.95)
(12)	26.34	(25.74)	27.26	(26.64)	28.27	(27.63)
(13)	26.12	(25.53)	27.03	(26.42)	28.03	(27.39)
(14)	22.35	(21.84)	23.13	(22.60)	23.99	(23.45)
(15)*	17.57	(17.17)	18.18	(17.77)	18.85	(18.42)
(18)	16.79	(16.41)	17.38	(16.99)	18.02	(17.61)
(21)	16.24	(15.87)	16.81	(16.43)	17.43	(17.03)

*EXCEPT EMPLOYEES HIRED:

	4/1/06	4/1/07	4/1/08
(a) Prior to and including 1-7-81	25.53	26.42	27.40
(b) Between 1-8-81 and 2-28-82, inclusive	23.75	24.58	25.49
(c) Between 3-1-82 and 1-7-83, inclusive	22.35	23.13	23.99
(d) Between 1-8-83 and 4-13-84, inclusive	20.83	21.56	22.36
(e) On or after 4-14-84	17.57	18.18	18.85

This Appendix is the agreed-upon base rates of pay for the listed jobs as they existed at the time of the

Agreement. It is not an agreement on the part of the Company that the listed jobs will not be changed, combined, or eliminated.

When operations employees are required to work shutdown operator jobs, they will be paid \$1.00 per hour over their base rate of pay.

**PONCA CITY REFINERY
RATE SCHEDULE**

The code structure consists of 17 separate rates identified by numerals as follows:

(1) – (2) – (3) – (4) – (5) – (6) – (7) – (8) – (9)
(10) – (11) – (12) – (13) – (14) – (15) – (18) – (21)

The highest rate shall be (1), the lowest rate shall be (21).

Classifications by progression units are listed below with rates identified by number or rate:

	Code
West Plant Crude Unit	
Lead Operator	(1)
Unit Operator	(4)
East Plant Unit	
Lead Operator	(1)
Unit Operator	(4)
South Plant Unit	
Lead Operator	(1)
Unit Operator	(4)
Coke Still Cleaning Unit	
Coke Still Cleaner	(4)
Sluicer	(7)
Coke Still Cleaner Helper	(10)
Coker/Combo/Alky Unit	
Operator	(1)
Unit Operator	(4)
Main Power Plant Unit	
Lead Operator	(1)
Unit Operator	(4)
Utilities Service Unit	
Utilities Serviceman	(4)

	Code
Loading Unit	
Loader	(4)
Loader Helper	(7)
Pump, Blending and Environmental Unit	
Unit Operator	(4)
Instrumentman, Insulator-Painter, Machinist, Pipefitter, Repairman Units	
1st Craftsman	(4)
2nd Craftsman	(7)
Apprentice	*(11)
Transportation Unit	
Crane Operator	(4)
Crane Operator, 2nd	(7)

*This code applies only to those Apprentices as of 4-14-84 and to unnumbered laborers hired on or before 1-8-81 who become Apprentices.

Rates for all other Apprentices through the term of this Agreement:

	Effective 4-1-06	Effective 4-1-07	Effective 4-1-08	
Apprentice	\$22.51	\$23.30	\$24.16	
				Code
Unnumbered Employees				
Laborer				(15)
Control Laboratory Unit				
Technician				(6)
Tester				(10)
Sampleman				(13)
Analytical Lab				
Analytical Technician				(6)
#Replacement				(15)

* The cumulative time for advancement from Crane Operator, 2nd to Crane Operator is 18 months.

Benefit rates for employees receiving a replacement number are determined as follows:

Entry rate into the replacement classification is Code 15. Within 4 months after receiving a replacement number, an employee must qualify for one job and hold that number for 90 days after qualification. After this 90-day period, his benefit rate will move to Code 14 if higher than the employee's Code 15 rate. Within the next 4 months, an employee must qualify for a second job in the unit and have 90 additional days' experience in the unit following qualification before moving to Code 13. His benefit rate will then move to Code 13.

Benefit rates for employees receiving a replacement number in the Mechanical Division craft progression units will be equivalent to their standing in the craft program.

2006

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Notes