

ORIGINAL

AGREEMENT

Between

CHEMTRADE SOLUTIONS LLC

Anacortes Facility

and the

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

and it's

LOCAL NO. 12-591

October 22, 2020 - October 21, 2023

INDEX

ARTICLE 1 - Recognition	2
ARTICLE 2 - Union Security	2
ARTICLE 3 - Management	3
ARTICLE 4 - Seniority	3
ARTICLE 5- Hours of Work and Overtime	4
ARTICLE 6- Procedure for Adjusting Differences	6
ARTICLE 7 - Interruptions of Work	7
ARTICLE 8 - Leaves of Absence	8
ARTICLE 9 – Miscellaneous	9
ARTICLE 10 – Holidays	10
ARTICLE 11 – Vacations	11
ARTICLE 12 – Insurance	12
ARTICLE 13 - Pension Plan	13
ARTICLE 14 – Severance	14
ARTICLE 15 - Occupational Health and Safety	15
ARTICLE 16 – Wages	15
ARTICLE 17 – Progressive Discipline	16
WAGE SCHEDULE	17
ARTICLE 18 - Duration	18
SIGNATURE PAGE	19
SENIORITY LIST	20

AGREEMENT

This AGREEMENT, effective October 22, 2020, by and between the Anacortes Facility of Chemtrade Solutions LLC (hereinafter referred to as the "Company"), and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of itself and its Local 12-591", (hereinafter referred to as the "UNION").

ARTICLE 1 – Recognition

1. The Company recognizes the Union as the sole collective bargaining agent as certified by the National Labor Relations Board on August 22, 1958, Case No. 19-RC-2210 for all hourly paid production and maintenance employees including truck drivers and warehousing employees, but excluding all office clerical employees, laboratory employees, technical employees, watchmen, and professional employees, guards and supervisors as defined in the Labor Management Relations Act, 1947, as amended.

2. The Company agrees that it will not interfere with the right of any employee covered by this Agreement to become a member of the Union and it will not discriminate against any employee because of membership or non-membership in the Union, or in the application of any of the provisions of this Agreement.

3. The Union agrees that neither it nor its officers nor its members will engage in any Union activity, except in the handling of grievances under this Agreement, on Company time or property in such manner as to interfere with operations.

4. The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, color, sex, age or national origin.

ARTICLE 2 - Union Security

1. The Company agrees that as a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

2. Every pay period the Company will deduct initiation fees, dues and assessments as designated by the International Secretary-Treasurer. No deduction shall be made if the Company has not been furnished a signed authorization card (provided by the Union) for such deductions by the individual employee. After deductions from each individual employee's paycheck a total amount of the deductions shall be remitted to the International Secretary-Treasurer of the Union to 60 Boulevard of the Allies, Pittsburg, PA 15222.

ARTICLE 3 –Management

All management functions, whether heretofore or hereafter exercised, and regardless of the frequency or of their exercise, shall remain vested exclusively in the Works. It is expressly recognized that such functions include, but are not limited to, the right to discipline, suspend, or discharge employees for just cause, the full and exclusive control, direction and operation of the plant, the direction and supervision of the working forces, the right to determine the extent to which, and the means and manner by which, the plant and the various departments thereof shall be operated or shut down, or production or working forces reduced or increased, and the right to hire, schedule, promote, demote, transfer, and lay off employees, provided only that such functions shall not be exercised contrary to any provision contained in this Agreement or any law.

ARTICLE 4 – Seniority

1. For the purpose of this Agreement seniority is defined as length of continuous service with the Company and shall be computed from the date of hiring of each employee's last period of continuous employment with the Company as shown by employment records.

2. An employee shall lose all seniority rights if:

- a. he resigns;
- b. he is discharged for just cause;
- c. he is terminated in connection with cessation of operations;
- d. he fails to return to work within 3 days following a leave of absence;
- e. he is not recalled from layoff within two years;
- f. he has been laid off and subsequently offered reinstatement by notice sent to him via registered mail to his last known address and fails to report for work within ten (10) calendar days after the mailing of the notice by the Company;
- g. he is retired;
- h. he is absent for any reason other than specified above for a period exceeding eighteen (18) months.

3. Any employee who is or has been transferred or promoted to or from a position otherwise not covered by this Agreement, and who is or was subsequently assigned or reassigned to work covered by this Agreement, shall not lose but shall continue to accumulate seniority for a one-year period after such transfer or promotion, after which seniority shall be retained without further accumulation.

4. In cases of layoffs, re-hires after layoffs, and promotions, demotions, or transfer within the unit set forth in Article I, Section I hereof, consideration shall be given to seniority, skill, ability, and physical fitness, and seniority shall prevail when skill, ability and physical fitness of two or more employees are relatively equal.

5. Employees hired or transferred into a maintenance classification will, as in the past, normally be expected to progress to the next highest classification according to job performance and Company' maintenance requirements.

6. In the event a new job is created or a vacancy occurs under this Agreement, it shall be posted on the bulletin board for a period of seven (7) days before being permanently filled and any employee who believes himself qualified may apply for such position during said seven (7) day period (employees who are off work due to illness or an approved leave of absence shall be notified of the posted vacancy by registered letter or telegram sent by the Company to the employee's last known address as shown by Company' records and they shall, within seven (7) days after being notified, have the right to bid on the vacancy; and in case of employees absent

due to vacation, they shall have the right to bid on the vacancy within seven (7) days from the date of return from vacation).

The Company shall have the right to assign employees to such new or vacant jobs pending the completion of the foregoing posting procedure, and any employee so assigned who is later displaced as a result of the posting procedure, shall be entitled to return to his former job. Thereafter the name of the person selected to fill such vacancy or newly created job shall be posted. If the Company is unable to fill the vacancy or newly created job with a qualified employee currently on the seniority list, it shall have the right to hire new employees for this purpose.

When an employee is selected to fill such vacancy or newly created job and it develops within a reasonable length of time that he is not capable of performing the job, he shall return to his former job, provided it has not been eliminated, without loss of seniority.

7. If a new job is created or if the job content of an existing job is substantially changed, before posting such new or changed job the Company and the Union will discuss such change or changes and endeavor to negotiate an appropriate rate therefore, which rate shall bear a proper relationship to other rates established as set forth in the attached wage schedule, having in mind any new responsibilities involved therein as compared to those in existing classifications.

The Company shall have the right to place such new job in operation for at least a period of forty-five (45) days. Thereafter the rate can be challenged by either party and when finally agreed upon the rate shall be retroactive to the first day of operation.

8. New employees shall be considered on probation during the first three (3) months actually worked on their employment and during this period shall acquire no seniority rights under this Agreement.

9. The Company agrees to post a seniority list of employees in the bargaining unit upon execution of this Agreement and to bring such list up-to-date every six months thereafter during the period of this Agreement. Seniority as shown on any such list shall be deemed to be correct unless challenged within thirty (30) days after posting.

ARTICLE 5 - Hours of Work and Overtime

1. Eight (8) hours will constitute a normal day's work and forty (40) hours will constitute a normal week's work. The normal work day will begin at 7:00 AM and end at 7:00 AM the following day, and the normal week will run from 7:00 AM Monday to 7:00 AM the following Monday. Rotating shift workers will normally begin work at 5:00 AM, or 5:00 PM; non-shift workers will at 7:00 am. normally begin work.

Twelve (12) Hour Schedule:

a) The normal work week for all employees working twelve (12) hour shifts shall consist of seven (7) consecutive days of 5:00 AM Monday to 5:00 AM the following Monday;

b) For employees on the 12 hour shift their base rate will be subject to a factor of .878

9/80 schedule:

The normal work week for all employees working the 9/80 schedule shall consist of seven (7) consecutive days from 11:00 AM Friday to 11:00 AM the following Friday;

More specifically, maintenance employees work 44 hours one calendar week (Week A) and 36 hours the next calendar week (Week B). Note, in compliance with the FLSA, the 4 hours worked in Week A on Friday 7:00 am to 11:00 am are counted in Week A, and the 4 hours

worked on Friday 11:00 am to 3:30 pm are counted in Week B. Thus, in each work week an employee is working 40 hours.

2. Time and one-half the regular straight time hourly rate will be paid for all work performed in excess of eight (8) hours in any twenty four (24) hour period or forty (40) hours in any work week, whichever overtime is the greater, but not both. Vacation days will be counted as time worked in calculation of weekly overtime.

3. The Company agrees to exert all reasonable effort to distribute overtime and emergency work as equally as practicable among qualified employees. Such employees will work overtime if and when requested by the Company, unless excused for a cause satisfactory to the Company. It is understood that any shift worker failing to be relieved by his succeeding shift worker shall remain at work until relieved or until permission to leave has been granted by his Supervisor. The Company shall keep a record of all overtime worked by the employee which shall be available for inspection by the workmen's committee upon request.

4. Employees shall not be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period, except in cases of emergency. In such cases double time will be paid for all hours worked in excess of sixteen (16) consecutive hours.

5. Any regularly scheduled employee who reports for work pursuant to his regular schedule shall, unless previously notified not to report, receive not less than three (3) hours' pay at his regular rate.

6. Any employee required to report for emergency work after he has punched the time clock at the end of his regular working schedule shall receive not less than four (4) hours work at the rate of time and one-half his regular straight time hourly rate or pay in lieu thereof. If the call-in extends into the employee's regularly scheduled shift, such employee will receive time and one-half his regular straight time rate for four (4) hours and straight time for the regular scheduled shift.

7. An employee who has worked a full shift on each of the preceding days in the work week will be paid two (2) times his regular straight time hourly rate for all work performed on the seventh (7) day worked in the work week. If, on any of the first six (6) days of the work week, an employee starts work and is excused for the remainder of the day because of an accident or sickness occurring while at work, or is sent home because of lack of work, that day shall be counted as a full day for the purpose of computing premium pay for the seventh (7) day. The "Full shift" requirement for the sixth day worked in the work week would be met by working a total of six (6) hours or more.

8. No employee who has worked overtime will be required to take time off from his regular working schedule, as posted the previous Thursday, for the sole purpose of compensating for such overtime, provided work is available.

9. Nothing contained herein shall be construed to require overtime pay more than once for the same hours worked or pyramiding of overtime or premium pay of any kind. If two or more different overtime or other premium rates are applicable to the same hours worked, only the highest overtime or other premium rate will be paid.

10. Nothing contained herein shall be construed as a guarantee of any number of hours or days of work to any employee.

11. The Company will provide a meal or \$9.50, , in lieu thereof, to any employee who is required to work two (2) hours beyond his regular scheduled quitting time. Additional meals will be provided after each four (4) hours of consecutive overtime work thereafter. It is the Company' intention to provide a meal or meal allowance in lieu thereof to any employee required to perform at least two (2) hours emergency work in advance of his regular shift.

12. The Company will post the weekly work schedule on each Thursday for the following week. An employee shall be entitled to forty (40) hours' prior notice of any change in his regular working schedule, and if such notice is not given he shall, except in cases of major breakdowns or other emergencies beyond the control of the Company, be entitled to pay at the rate of time and one-half for the first shift worked as a result of the changed schedule. Under normal plant conditions, posted work schedules will provide for consecutive days off. The foregoing will not necessarily apply to shift breakers in cases of changes in work schedules because of vacation periods, sickness or accidents.

13. A shift change for convenience may be allowed under certain conditions which are:
- (a) 40 hours of prior notice is required,
 - (b) there are no violations of the fair labor standards act,
 - (c) no additional cost to the Company is incurred, and
 - (d) employee relations do not suffer.

14. The regular straight time hourly rate, as used in this Agreement, shall include not only the rate as per Wage Rate Schedule applicable to the particular work performed during the overtime period involved, subject to Article XVI, Section 3 but also any shift differential applicable to the shift during which such overtime is worked.

15. Additional work outside the employee's normal twelve (12) hour schedule, will be paid at one and one half (1 1/2) times the unfactored rate.

ARTICLE 6 - Procedure for Adjusting Differences

1. A worker's committee not to exceed three (3) members shall be selected by the Union. The members of this committee shall be employees of the Company to whom this Agreement applies. The Union shall supply the Company a current list of the members of the worker's committee. For contract negotiations only, the worker's committee will be expanded to include the Recording Secretary for a total of four (4). The Company agrees to compensate the negotiating committee for lost wages incurred during negotiations for a new collective bargaining agreement.

2. In the event any difference arises between any employee covered by this Agreement or the worker's committee and the Company concerning the interpretation or application of the terms of this Agreement, a bona fide effort shall be made to settle it in the following manner:

- (a) Any employee or group of employees who desires to have such a difference considered by the Company shall, within the first fifteen (15) of the employee's(s) working days after the event giving rise to the difference, present and discuss such difference with their Supervisor at which time a representative of the employee(s), if the employee(s) desire, may be present, and they shall make a bona fide effort to amicably settle such difference. The Foreperson shall reply within seven (7) calendar days after presentation of the difference.
- (b) In the event such difference is not settled as aforesaid and such employee(s) or Union desire(s) it to be considered further, it shall be deemed a grievance and presented in writing by the employee(s) or representatives to the Operations Supervisor for a Step 1 grievance meeting. The representative(s) (not exceeding three (3) in number) shall meet with the Operations Supervisor within fifteen (15) working days after the foreperson's answer. The grievant may also attend, if

necessary, to present the case. The Operations Supervisor shall give a written answer within seven (7) days of the meeting.

- (c) If said grievance is not settled under Step (b) above, it may be submitted within ten (10) calendar days after reply of the Operations Supervisor to the Plant Manager for a Step 2 grievance meeting. This meeting will be held within ten (10) days from notice. The representative(s) (not exceeding three (3) in number, excluding other Union Representatives), Plant Manager and/or a Human Resources Representative may be present for this meeting. The grievant may also attend, if necessary, to present the case. The Plant Manager and/or Human resources Representative shall issue a written reply within seven (7) calendar days after such meeting.

3. If, after following the above procedure, a grievance relating to the interpretation of the terms of this agreement has not been settled, either party may submit such grievance to arbitration by request made in writing to the other party, within fifteen (15) calendar days after the Plant Manager's answer to the grievance under Step (c).

If the grievance is submitted to arbitration, the question to be arbitrated shall be reduced to writing and the arbitrator chosen by agreement of the parties. Should the parties be unable to agree upon an arbitrator, the American Arbitration Association shall be requested to provide a panel of seven (7) arbitrators and each party shall have the right to reject the entire panel submitted, but only once on any one grievance. One of the seven shall be selected by the parties in the following manner: Commencing with the party chosen by lot, names shall be alternately stricken from the list until one remains. Each party will bear the expenses of its own Representative. The expenses of the arbitrator will be shared equally by the parties. The decision of the arbitrator rendered in accordance with this Agreement shall be final and binding on all parties. The arbitrator shall not have jurisdiction or authority to:

- (a) Add to, subtract from, modify or in any way change the provisions of this agreement;
- (b) Establish new wage schedules or change existing wage schedules or wages for specific job classifications; except as to a dispute under Article IV, Section 7.
- (c) Assume any responsibility of management.

4. The time limits specified in this Article shall be applicable unless extended by mutual agreement of the parties.

5. The Union shall have the right to be present and/or participate in the settlement of all grievances under the procedure outlined in this Article, in accordance with Section 9(a) of the Labor Management Relations Act of 1947 as amended.

ARTICLE 7 - Interruptions of Work

1. During the term of this Agreement, the Union agrees that neither it nor any of its members will call, sponsor, advocate, or engage in any strike, slowdown, sit-down, work stoppage or other interference with Company operations, and the Company agrees that it will not engage in any lockout.

2. The Company agrees that it will not sue or attempt to hold the International Union, Local Union, or any of their officers or agents financially responsible on account of any cessation, slowdown or stoppage of work by an individual employee or group of employees if the International Union, Local Union, or any of their officers or agents:

- (a) Has not advised, authorized, called, sanctioned, encouraged, urged, incited or approved such cessation, slowdown or stoppage of work; and
- (b) Promptly and openly repudiates any such cessation, slowdown or stoppage of work after having the same called to its attention and takes every possible means to correct the violation and to cause the employees to return to and remain at work.

ARTICLE 8 - Leaves of Absence

1. At the Company's discretion and when operating requirements permit, an employee may, on his request and for reasonable cause, be granted a leave of absence without pay, but without loss of seniority, for a limited period. An employee absent on leave who, without the consent of the Company, engages in other employment, shall be deemed to have voluntarily terminated his employment with the Company.

2. If operations permit, the Company will grant a leave of absence without pay, but without loss of seniority, to not more than two (2) employees at the same time and for not more than four (4) weeks in any calendar year, for the purpose of attending Union conventions or other business of the Union. The Company will grant an extended leave of absence up to one year without pay but without loss of seniority to an employee to attend to Union business.

3. In the event of the death of an employee's spouse, mother, father, stepmother, stepfather, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, grandparents, great-grandparents, grandchildren, son-in-law or daughter-in-law such employee will, on request, be granted three (3) days leave of absence without loss of pay for the purpose of attending the services. If the service takes place outside the State of Washington said leave of absence will be increased to four (4) days without loss of pay for the purpose of attending the services. When such employee does not attend the services because of the distance involved or for other reasons, no such leave of absence will be granted.

4. Any employee summoned for jury service in a court of record shall be allowed the necessary time for such service when the employee is working in the day group or on the day shift or cannot reasonably be expected to work when working on another shift. The Company will pay the difference between the employee's regular straight time earnings and the compensation received for jury service (excluding mileage reimbursement) for each working day when the employee misses because of such jury service. It is understood that the employee will report back on his job, if scheduled, when excused by the court from service on any given day of his service period. The Company may request proof of hours spent at jury duty and amount paid for such service.

5. Reservists will be granted up to seventeen (17) days leave each year for required training and will be paid the difference between straight-time earnings and reserve pay for that period.

ARTICLE 9 – Miscellaneous

1. The Company will contract with a third party to provide uniforms for all Union employees and will provide cleaning and repairs of the uniforms as needed. The Company will reimburse each union member up to a \$100 for the purchase of a winter jacket. All Union employees will be expected to wear these uniforms.

2. Representatives of the Union may enter the offices of the Company with prior permission of the Plant Manager or his designee.

3. Supervisors, foreman and other employees of the Company who are not covered by this Agreement shall not perform work regularly performed by employees within the bargaining unit, except in case of emergency or instruction, training or experimentation which includes new materials, new equipment, or new methods to improve operating efficiency.

4. Notices provided for in this Agreement may be given by depositing two (2) copies of the same in the United States mail in sealed envelopes, registered and postage prepaid, and addressed as follows, or by telegram addressed as follows:

United Steel Workers International Union, AFL-CIO
Local 12-591
47 Alder Lane
Mount Vernon, Washington 98273

CHEMTRADE SOLUTIONS LLC
8579 N. Texas Rd.
Anacortes, Washington 98221-8603

5. The Company agrees to provide a bulletin board which may be used by the Union for the sole purpose of posting notices of the time and place of Union meetings, elections, recreational and social affairs, provided that such notices are signed by an authorized officer of the Union.

6. Any employee inducted into the Military Service of the United States directly from the employment of the Company shall be entitled to re-employment under the provisions of the Universal Military Training and Service Act of 1948 as amended, or a similar act as may be in effect at the time application is made for re-employment.

7. A joint Labor-Management Committee will be established to discuss labor/management issues. The Committee will consist of two members from the Union and two members from the Company. Each side can invite others to the meeting as needed. The Committee will meet quarterly or on an as needed basis.

8. The Company agrees to make employee authorized payroll deductions and remit the funds withheld to a credit union designated by the local Union.

9. The Company agrees to make employee authorized payroll deductions for the purpose of allowing employees to participate in a Company 401K Savings Plan. Employee contributions will be limited to the maximum allowable under law.

10. As required, the Company will provide employees with coverage under the Washington State Paid Family and Medical Leave Act. Further, the Company will pay the entire employee contribution to the premium at the rates mandated under the Act as of 10/15/20.

ARTICLE 10 – Holidays

1. The following days shall be observed as holidays, namely:

New Year's Day	Columbus Day
President's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday*

*Floating Holiday - employee must give notice by 2:00 PM on the Thursday preceding the week in which they intend to take the floating holiday. No more than one employee may pick the same floating holiday without management approval.

For the purpose of this agreement, a holiday shall consist of the twenty four (24) hour period commencing at 7:00 AM in the morning of the holiday.

A designated holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday by normal day workers. Designated holidays will be observed by shift workers on the actual calendar holiday. No employee will receive premium pay twice for the same holiday.

2. The Company will pay to each employee not required to work on a holiday, a holiday allowance of eight (8) times his regular straight time hourly rate, subject to the following conditions.

- (a) The employee shall have actually worked his last regularly scheduled work day prior to the holiday and his first regularly scheduled work day after the holiday and shall have worked at least two (2) days in the work week during which the holiday occurs, unless prevented from doing so by injury or illness substantiated by a doctor's certificate,
- (b) The employee shall have completed thirty (30) days' continuous service at the Company prior to the holiday.
- (c) Employees who are scheduled to work on a holiday but who do not work pursuant to such schedule, shall not be entitled to the holiday allowance, unless excused due to injury or illness substantiated by a doctor's certificate.

3. An employee required to work on any of the holidays observed in paragraph 1 of this Article, will receive double and one-half times his regular straight time hourly rate of pay for the hours worked on such holiday.

4. An idle holiday will count as a day worked for the purpose of computing overtime if the employee qualifies for holiday allowance under this Article and if the employee would have been required to work had it not been for the holiday.

5. Holidays will be paid at the unfactored rate as follows:

Two and one half times (2 1/2) for the first eight (8) hours.

One and one half times (1 1/2) for the next four (4) regularly scheduled hours.

ARTICLE 11 – Vacations

1. During the term of this Agreement, each employee on the active payroll as of midnight of December 31, of the preceding year and who has worked not less than one thousand and forty (1040) hours (including up to one hundred and sixty (160) hours lost due to an industrial injury or illness) for the Company during the preceding calendar year will be granted vacation hours as follows as of their hire anniversary date:

- (a) Employees who have a continuous service record of one (1) year or more but less than five (5) years will receive 80 hours of vacation with pay. If there are not enough days remaining in the calendar year for the employee to use his/her vacation (at the time employee completes one year of service) only the days remaining may be taken. The hire anniversary date for vacation purposes will be January 1st after the first year of service;
- (b) Employees who have a continuous service record of five (5) years or more but less than ten (10) years will receive 120 hours of vacation with pay;
- (c) Employees who have a continuous service record of ten (10) years or more but less than twenty (20) years will receive 160 hours of vacation with pay;
- (d) Employees who have a continuous service record of twenty (20) years or more but less than thirty (30) will receive 200 hours of vacation with pay;
- (e) Employees who have a continuous service record of thirty (30) years or more will receive 240 hours of vacation with pay.

2. Continuous service shall be deemed broken if and when seniority is terminated by any of the events specified in Article IV.

3. Vacations will, so far as practicable, be scheduled at times most desired by employees, but shall be subject to assignment or change by the Company to assure efficient operations. Subject to the foregoing, preference for vacation dates will be granted to employees with the greatest continuous service. If operating requirements permit, the Company will allow more than one (1) employee in a department to take vacation at the same time. It is understood, of course, that such vacation scheduling may not interfere with efficient operations.

4. In the case of an employee who terminates voluntarily or otherwise, payment will be made for any vacation to which employee would have been entitled as of the date of termination and which had not theretofore been taken by same employee or paid for by the Company. Furthermore, if the employee retires having worked 1040 hours (including 160 hours lost due to an industrial injury or illness) during the year, payment for full vacation will be made in January of the following year.

5. In case of death of an employee, payment will be made to the estate of deceased employee for any vacation to which the deceased employee would have been entitled as of the date of death and which had not theretofore been taken by the employee or paid for by the Company. Furthermore, if the employee had worked 1040 hours (including 160 hours lost due to an industrial injury or illness) during the year, payment for full vacation will be made in January of the following year to the estate.

6. (a) In the event that any of the holidays set forth in Section 1, Article X of this Agreement falls within an employee's vacation period, such employee shall receive either an extra day of vacation with pay or eight (8) hours straight time pay in lieu thereof. The requirements of Article X, Section 2(a) shall not render any employee ineligible for a holiday

falling within an employee's vacation period as provided in this section. If a holiday falls in the week prior or the week after an employee's vacation, and the employee, because of his vacation, does not work either his last regular scheduled work day prior to or his first regular scheduled work day after the holiday, he shall be entitled to the holiday allowance, provided he meets the other requirements of Article X, Section 2(a).

(b) Employees working a twelve (12) hour schedule and a holiday falls within an employee's vacation period, such employee will receive eight (8) hours pay for the said holiday at the unfactored rate. However, with prior approval from management, an employee may elect to take an extra eight (8) hours off. In this situation no overtime will be caused by the vacancy and the employee's skills will not be required for the day in question. The employee will not receive more than eight (8) hours pay for that day.

7. In computing an employee's vacation pay, it has been agreed that the shift differential the employee would have earned will be included in his vacation pay.

8. Employees with less than twelve (12) hours of vacation will be paid for those hours at the unfactored rate. However, with prior approval from management, an employee may elect to take an extra day off. In this situation no overtime will be caused by the vacancy and the employee's skills will not be required for the day in question. The employee will not receive any more pay than his remaining vacation pay for the day in question.

9. Employees will be allowed to carry over 20 hours of vacation. Note, the vacation selection process will apply to such hours, and the rules on the amount of people off at the same time will also apply. In addition, any vacation carryover will need to be taken in Q1 of the calendar year.

ARTICLE 12 – Insurance

Group Benefits

A. The current group employee benefits (Medical, Prescription, Dental, Vision, Basic, Life, Supplemental Life, Flexible Spending, Employee Assistance Plan) including any negotiated amendments thereto; applicable to employees of the bargaining unit shall continue in effect through midnight December 31, 2015.

B. Medical and Other Group Benefits

Effective January 1, 2016 Anacortes Union employee will be eligible to participate in the same plan and programs as all other US Chemtrade non-union employees. The group employee benefits are Medical, Prescription Drugs, Dental, Vision, Basic Life/AD&D, Basic Dependent Life, Supplemental Life, Employee Assistance Plan.

Employer/Employee contribution levels will not exceed a 70/30 split of the cost.

The Company reserves the right to change or modify the group health insurance plans as needed.

C. Union employees will continue to be eligible to participate in the Flexible Spending Account (FSA) Plan. The FSA is intended to qualify under the provisions of Section 125 of the Internal Revenue Code. Medical and dependent care reimbursement accounts will be included.

D. Disability Plan

Union employees will be eligible for the same Short Term Disability Plan as non-union employees: up to 26 weeks for a qualifying short term disability due to non-occupational sickness or injury event (verified by Company STD insurance carrier). The plan will be provided to employees at no cost.

Benefit Amount: 70% of the employee's contractual hourly rate x forty (40) hours, exclusive of shift premium pay, overtime pay, or other premium pay. The 70% is subject to change in accordance with the non-union plan.

E. The Company will provide Basic Life and AD&D insurance to each employee equal to two times (2x) base earnings up to a maximum of \$150,000 their base earnings. This coverage will be provided at no cost to the employee.

F. The Company will offer employees Long Term Disability (LTD) coverage. The employee will pay the full cost of this benefit.

G. The Company will provide employees with an Employee Assistance Program at no cost to the employees.

H. All Retiree benefits have been eliminated for active and retired employee

ARTICLE 13 - Pension Plan

Employees hired after October 21, 2006, will no longer be eligible to participate in the Company's Defined Benefit Pension Plan.

Effective February 1, 2010, the parties agree to freeze the current Defined Benefit pension plan features applicable to participants represented by the Union, meaning generally that no new Union participants will join the pension plan on and after the effective date and that the benefits earned by existing Union participants up to the effective date will be determined in accordance with the Plan and will remain at that dollar amount until paid at the time and in the manner stated in the pension plan.

Effective January 1, 2016 the Anacortes Union employees will be eligible to participate in the Company 401(k) Plan made available to non-union employees in such year. The Plan will provide a benefit no less favorable than the current benefit. For reference the current benefit plan is: a fifty percent (50%) match up to a maximum of eight percent (8%) of the individual employee contribution for a maximum company matching contribution of four percent, subject to IRS limitations.

ARTICLE 14 -- Severance

1. When, in the exercise of any of its rights under Article III, Management Rights, the Company lays off any employee due to lack of work or a reduction in force arising out of the exercise of any of these rights, the employee may elect, within sixty (60) days from the effective date of his layoff, to resign. Such resignation, if communicated to the Company in writing (on a form designated Severance Benefits Election shown below), within said sixty (60) day period, shall entitle such an employee to the Severance Benefits set forth herein. If an employee fails for any reason to so resign, he shall automatically forfeit any and all rights to such Severance Benefits.

2. Schedule of Benefits

Each employee laid-off will receive 200 hours based on their hourly rate of pay (excluding shift differential and other premiums) on date of layoff.

3. The parties hereto agree that with the inclusion of this Severance Benefit provision, the Agreement discharges fully and all obligations of the Company toward its employees or the Union with respect to any changes contemplated by Section 1 above.

4. In the event of the sale of the facilities covered by this Agreement, this Section shall not apply to any employee who is offered comparable employment at the facility by the purchasing company or its agents.

5. Employees who choose not to accept severance will retain seniority consistent with Section IV - Seniority.

Severance Benefits Election

I, the undersigned, hereby elect to receive the Severance Benefits as provided for in Article XVI of the collective bargaining agreement dated between the Company and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union (hereafter referred to as the "Union", to be known in short as the "United Steelworkers and the acronym "USW"), for itself and in behalf of Local 12-591, hereafter referred to as the "Union" and, in consideration thereof, hereby resign my employment with Chemtrade Solutions LLC and acknowledge that I do not have any further claim against said Corporation under the collective bargaining agreement.

Signed

Date

Witness

Witness

ARTICLE 15 - Occupational Health and Safety

1. The company shall continue all reasonable and necessary precautions for safeguarding the health and safety of its employees, and all employees are expected to cooperate in the implementation thereof. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

2. There shall be established a joint labor-management Health and Safety Committee consisting of two Union and two Company representatives. The committee shall meet at a regular time and place (once per month), for the purpose of jointly considering, inspecting and reviewing significant health and safety conditions, practices and accidents for the purpose of jointly and effectively making constructive recommendations with respect thereto.

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, copies thereof furnished to the Local Union.

Time spent at these meetings by Union representatives, including walk around time during joint inspections, away from their regularly scheduled work, shall be compensated for at the applicable rate.

Whenever an issue concerning a significant item of health and safety arises and a representative of the International Union requests to make a plant inspection, such request shall be made by the appropriate International Union officer in Denver to the appropriate corporate representative.

3. The Company agrees to continue to provide personal protective equipment as safety shoes, prescription safety glasses with progressive lenses, if needed, and other safety equipment to properly protect employees from injury. This PPE will be provided by the Company without cost to the employee. The Company will limit the cost of safety boots to \$360.00

4. The Company will provide annual physicals to employees that are required to participate in a medical surveillance compliance program.

5. Employees shall follow the Drug and Alcohol Policy – Anacortes, Washington Union Employees

ARTICLES 16 – Wages

1. Wage rates to be in effect during the period of this Agreement have been agreed upon as per attached schedule, and the Union, acting for itself and for employees covered by this Agreement accepts such wage rates and other demands for the period of this Agreement.

2. A shift differential of seventy-five (\$.75) an hour will be paid to employees performing shift work on the second shift and one dollar and fifty (\$1.50) an hour will be paid to employees performing work on the third shift.

3. A. A shift differential of \$1.32 an hour will be paid to employees work on the 5pm to 5am shift. That is, \$1.50 an hour subject to the .878 factor.

B. As noted in Article 5, for employees on the 12 hour shift their base rate will be subject to a factor of .878

C. All employees on a 12 hour shift working outside their normal scheduled shift, on night shift, will receive the \$1.50 shift differential.

4. An employee performing work temporarily that pays a higher rate of pay than his regular work shall receive the rate that the performed work regularly pays, provided that he is fully qualified to perform all the duties of the new job. An employee performing work temporarily that pays a lesser rate of pay than his regular rate shall receive his regular rate for the first three (3) days of such work, and if such work continues beyond three (3) days, the employee shall then receive the job rate for such work.

ARTICLE 17 - Progressive Discipline

In the event that the actions of an employee warrant disciplinary action for just cause, the following will be the normal progression of discipline to be issued:

1. Oral (written) warning
2. Written warning
3. Suspension without pay
4. Termination of employment

However, the Company maintains the right to discipline the employee(s) commensurate with the offense (either by advancing steps or by administering discipline without further progression) without regard to the employees' disciplinary history or their current discipline status in the progression above, provided there is just cause to warrant such discipline.

Progressive discipline will not be advanced on an employee's disciplinary record if the discipline is two (2) or more years old or 12 months old in the case of oral (written) warning.

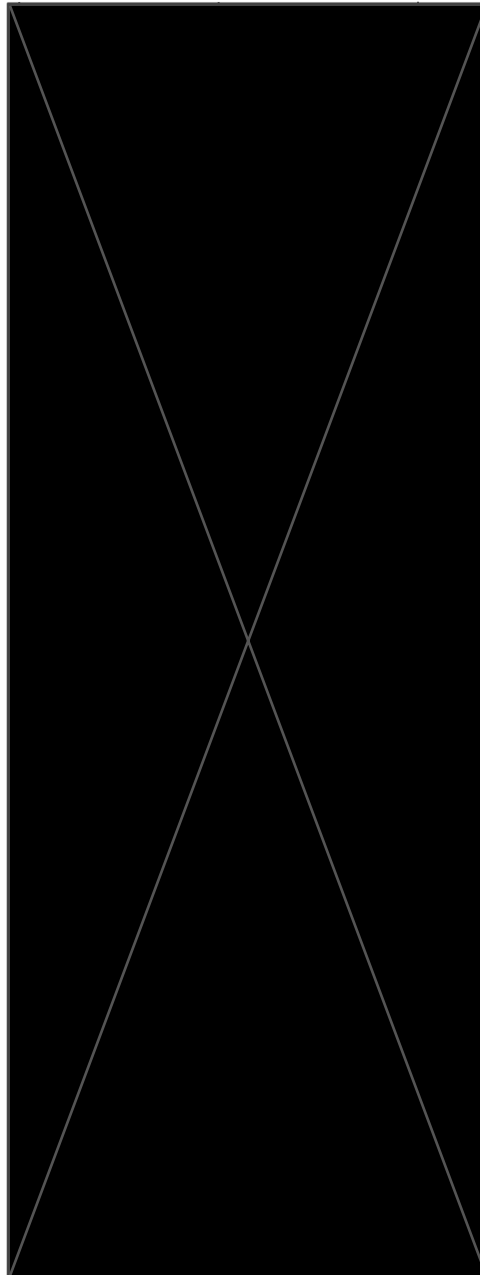
**Chemtrade Anacortes Facility
Wage Schedule
Rate Schedule**

Classifications	10/22/2020	10/22/2021	10/22/2022
	3.5%	3.5%	3.00%

- Operator A
- Operator B - A Breaker
- Operator B:
 - 6 months & After
 - Train (6 months)
- Operator C:
 - 12 Months & After
 - 6 Months & After
 - Start
- I/E Technician
- I/E Technician - 5 year
- Mechanic A Special
- Mechanic A
- Mechanic B
- Mechanic C:
 - 12 Months & After
 - 6 months & After
 - Start
- Mechanic Helper
- Truck Driver
- Laborer
- Summer Hire

- Fleming
- Jensen

- Operator A
- Operator B - A Breaker
- Operator B:
 - 6 Months & After
 - Train (6 months)



First 8 hours at Base Rate + Second 4 hours at 1.5 X Base Rate

Monthly meetings will be conducted with employee(s) in the entry classification(s) with the Foreperson or Operations Supervisor to discuss hours worked that would be counted toward the applicable wage progression, employee(s) progress, and other appropriate work situations.

ARTICLE 18 - Duration

This Agreement shall become effective as of October 22, 2020 and shall remain in full force and effect until Midnight October 21, 2023 and from year to year thereafter, unless either party gives sixty (60) days' notice in writing to the other party prior to any annual expiration date of its desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this _____ day of _____, 20_____.

FOR THE COMPANY

Chemtrade Solutions, LLC
Anacortes, WA Facility

FOR THE UNION

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union
on behalf of USW Local 12-591

Michelle D'Orio

Michelle D'Orio, HRBP

Jerry Tippet

Jerry Tippet, Plant Manager

Mason Miller

Mason Miller, Dir. Labor & Employment Law

Thomas Conway

Thomas M Conway, International President

John E. Shinn

John E. Shinn, Int'l Secretary/Treasurer

D.R. McCall

D.R. McCall, International Vice President
(Administration)

Fred Redmond

Fred Redmond, International Vice President
(Human Affairs)

Gaylan Z. Prescott

Gaylan Z. Prescott, Director, District 12

Ronald Rogers

Ronald Rogers, Sub-District 3 Director

Michael P. Adams

Michael P. Adams, USW Staff Representative

Marrio R. Thomas

Marrio R. Thomas, Local 12-590 Unit President

Jeffery S. Fisher

Jeffery S. Fisher, Negotiating Committee

Nicholas Fantini

Nicholas Fantini, Negotiating Committee

Shawn R. Sleeper

Shawn R. Sleeper, Negotiating Committee

CHEMTRADE SOLUTIONS LLC

ANACORTES COMPANY

Seniority List

As of October 22, 2020

<u>Employee</u>	<u>Hire Date</u>
Hamilton, Edward E.	04/09/1984
Jensen, James W.	11/02/1987
Fleming, Ted L.	07/01/1993
Burt, Michael L.	04/01/1996
Thomas, Marrio R.	01/03/1997
Hamilton, Johnny R.	03/15/1999
Power, Todd	01/24/2000
Routon, Kevin L.	03/12/2001
Salmon, Ralph R.	04/23/2001
Morgenthaler, Andrew M.	09/16/2002
Barth, Jedediah Z.	04/05/2004
Fisher, Jeffrey S.	01/16/2006
Sleeper, Shawn R.	02/05/2007
Rhyne, Vincent J.	04/02/2007
Petitclerc, Larry G.	06/18/2007
Hall, Benjamin A.	06/15/2009
Coble, Alex	03/16/2010
Fantini, Nicholas M.	09/01/2010
Thronson, Nicholas	08/20/2012
Burroughs, Kyle	01/13/2012
Hiles, Zachary	07/13/2015
Newman, Clinton	08/22/2016
Hansen, Cody	08/22/2016
Graham, Joel	10/17/2019