

WORKING AGREEMENT

BP PRODUCTS NORTH AMERICA INC., hereinafter referred to as the Company, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW), LOCAL # 1999-31, hereinafter referred to as the Union, agree as follows:

ARTICLE I - RECOGNITION AND PURPOSE

Section 1.1

The Company agrees to recognize the Union as the sole bargaining agency for all employees in the classifications of Terminal Technician and Administrative Assistant at the Indianapolis Terminal, located at Indianapolis, Indiana; excluding confidential employees, guards and supervisors as defined in the Act, and all other employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Section 1.2

The word "employee" as used in this Agreement means any person covered by this Agreement as stated in Section 1.1 of this Article.

Section 1.3

The Company agrees that it will not discriminate in any manner against any employee because of membership in, or activities on behalf of, the Union, or interfere in any manner with the internal administration of the Union, or the selection of its representatives for the purpose of collective bargaining with the Company. Nor shall the Union or any of its representatives or members coerce employees into membership or in anyway threaten, intimidate, or otherwise molest any of the Company's employees; further there shall be no solicitation of employees for Union membership or dues on Company time.

ARTICLE II - MAINTENANCE OF MEMBERSHIP

Section 2.1

Any employee covered by the terms of this Agreement who is a member in good standing of the Union of the date this Agreement is signed, or who subsequently joins the Union, shall be required as a condition of continued employment to remain a member of the Union in good standing for the duration of this Agreement. Within thirty (30) days prior to expiration date of this Agreement, any employee may discontinue their Union membership, without penalty, by giving written notice to the Union.

No employee shall be discharged for failure to maintain membership in the Union, if such membership was not available to the employee on the same terms and conditions generally applicable to other members, or if membership was terminated for reason other than the failure of employee to tender the

periodic dues uniformly required as a condition of retaining membership.

Section 2.2

Any person newly employed in any classification covered within this Agreement, shall be considered to be on probation as to his/her employment until after completion of his/her first one hundred and eighty (180) calendar days of employment. Any discharge or layoff during this period shall not be subject to the grievance process. After one hundred and eighty (180) calendar days the employee shall be placed on the regular seniority list within the employee's classification. When the seniority is established, it shall be retroactive to the hiring date.

ARTICLE III - DUES DEDUCTIONS

The Company will make deductions from the earnings of an employee who is a member of the Union upon authorization of such employee. The amount so deducted will be the amount of the employee's dues and initiation fees in the Union, and the amount so deducted from each employee's monthly earnings will be that which is certified by the Secretary of the Union as the amount of the Union's monthly membership dues. The money so deducted will be paid to the Secretary of the Union, and the deductions will be made from the earnings due the employee each month.

It is further agreed that the authorizations for the deductions will be signed by the employee concerned, and will be in the following form:

"I hereby assign to my Local Union affiliated with the USW International Union from any wages earned or to be earned by me, the amount of my monthly dues and initiation fee in said Union.

I authorize and direct any employer to deduct such amounts from my pay each month and to remit the same to the order of the financial secretary of my Local 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 date appearing below or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner, and I further agree and direct that, regardless of my 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 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 collective bargaining agreement, whichever occurs sooner."

Date _____ Signature of Employee _____

Name (Print) _____ USW Local No. _____

Address _____ City and State _____

Social Security No. _____ Clock No. _____

Employed by _____ Dept. _____

ARTICLE IV - BARGAINING PROCEDURE

Section 4.1

Nothing in this Agreement shall be construed as restricting the rights of employees individually to adjust grievances with the Company through the channel of the Company's administrative organization. If the Union desires to bargain concerning a matter in which management's jurisdiction is not clear to the Union, the appropriate Union representative shall contact the Human Resources Department for a prompt determination of the management representative with whom the Union representative shall first bargain concerning such matter. The Company agrees, however, that after a grievance has been referred to a Union representative and such representative has dealt with the supervisor or delegated Company representative with respect thereto, the Company will not enter into negotiations with the employee or employees who originally presented the grievance unless a representative of the Union is given an opportunity to be present at and have a voice in such negotiations.

Section 4.2

If the Union desires to bargain concerning a matter which involves primarily the interest of any employee or group of employees whose work is under the jurisdiction of a single Terminal Manager, it shall first bargain with such Terminal Manager concerning such grievance. If the matter bargained over between the Union and the Terminal Manager is not satisfactorily settled within ten (10) days after the commencement of such bargaining, or within such further period of time as may be mutually agreed upon between the Union and the Terminal Manager, the Union may bargain concerning such matter with the Area Manager or with the person or persons designated by him.

If the Union desires to bargain concerning a matter which involves the interest of all employees, or employees under the jurisdiction of more than one immediate supervisor, it may first bargain with the Area Manager or with the person or persons designated by him.

Section 4.3

If the matter bargained over between the Union and the Area Manager under Article IV, Section 4.2, is not satisfactorily settled within ten (10) days after the commencement of such bargaining, or within such further period of time as may be mutually agreed upon between the Union and the Area Manager, the Union may bargain concerning such matter with the District Operations Manager or with the person or

persons designated by him.

Section 4.4

For the purpose of carrying on bargaining between the Union and the Company, meetings shall be held at which the Union may be represented by not more than three (3) accredited representatives, and at which the Company may be represented by not more than three (3) representatives designated by management. Such meetings may be held at any time and at any place mutually agreed upon between the Company and the Union, except that such meetings shall be held after a lapse of not more than (10) work days from receipt by either party of notice from the other party that a meeting is desired, or within such further period of time as may be mutually agreed upon between the Company and the Union. Such notice shall state the nature of the question or questions to be considered at the meeting.

Section 4.5

Bargaining representatives of the Union of the Company attending meetings as described in Section 4.4 of this Article shall have the privilege of appointing stenographers to take accurate records of all proceeding.

Section 4.6

When requested by either party, an agreement shall be drawn up to cover any question or issues which have been satisfactorily settled in bargaining as set forth in Section 4.4. The agreement shall be signed by the proper official of the Union and by an authorized representative of the Company. True copies of such duly signed agreement shall be retained by both the Union and the Company.

Section 4.7

- (a) If any question as defined in Article IV, Section 4.7 (b) is not settled by the Area Manager within fifteen (15) workdays, or within an extension of time mutually agreed upon, the Union may refer the subject for arbitration. The Arbitrator shall be selected from a panel of five arbitrators designated by the Federal Mediation and Conciliation Service. Each party has the option to reject, one time, the entire panel provided by the F.M.C.S. If agreement cannot be reached on the selection of an arbitrator from the final panel designated by the Federal Mediation and Conciliation Service, the Union shall proceed forthwith to strike the names of two nominees, following which the Company shall forthwith strike two names of the remaining three names, and the remaining nominee shall serve as the arbitrator.
- (b) The following issues are subject to arbitration:
 - 1. Questions that pertain to the application, interpretation, or alleged violation of the Working Agreement or of any side agreement or arbitration awards.
 - 2. Dispute concerning the discharge of employees.
- (c) Questions pertaining to adjustments in rates of compensation shall not be subject to arbitration under

the terms of this Working Agreement.

- (d) Any arbitration award hereafter made between the parties hereto may be terminated as of the expiration date or anniversary date of this Working Agreement or any subsequent Working Agreement entered into by the parties, by either party giving to the other party at least sixty (60) days prior written notice of its intention to terminate such award.
- (e) No grievance shall be considered unless it is presented in accordance with the procedure outlined in Section 4.2 within fifteen (15) days from the date on which the events forming the basis of the grievance occurred. Any proposal handled under this grievance procedure shall be considered a closed issue if such proposal is not referred to the next higher step in the grievance procedure within fifteen (15) days after the date on which the proposal was presented to the previous step in the grievance procedure. In the event either party desires additional time beyond the fifteen-day (15) period in which to negotiate on an issue at any step in the grievance procedure, such extension may be granted by mutual consent of the parties.
- (f) All costs associated with arbitration will be shared equally between the Company and the Union.

Section 4.8

The Company shall make available to the Union whatever information may be agreed upon between the Union and the Area Manager as being essential for the investigation of just consideration of any matter which is the subject of negotiations between the Union and the Company.

Section 4.9

The Company agrees that within two (2) working days (excluding Saturdays, Sundays and Holidays) following the discharge of any employee covered by this Agreement, it shall notify the Union in writing of such discharge. The Union agrees that no issue will be made relative to such discharged employee if an issue is not raised prior to the expiration of fourteen (14) calendar days following the discharge of such employee.

ARTICLE V - WAGES

Section 5.1

(a) **Hourly Employees**

Effective March 4, 2009, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective March 4, 2010, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective March 4, 2011, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

<u>Classification</u>	<u>03/04/09 Hourly Rate</u>	<u>03/04/10 Hourly Rate</u>	<u>03/04/11 Hourly Rate</u>
Terminal Technician	\$28.43	\$29.28	\$30.16

(b) New-Hire Wage Progression

Hourly employees hired on or after March 4, 1990, or salaried employees transferred into an hourly classification on or after March 4, 1990, will be paid according to the following schedule:

	<u>Start</u>	<u>Effective 03/04/09</u>		<u>4th Year</u>
		<u>2nd Year</u>	<u>3rd Year</u>	
Terminal Technician	\$25.44	\$26.44	\$27.43	\$28.43

	<u>Start</u>	<u>Effective 03/04/10</u>		<u>4th Year</u>
		<u>2nd Year</u>	<u>3rd Year</u>	
Terminal Technician	\$26.29	\$27.29	\$28.28	\$29.28

	<u>Start</u>	<u>Effective 03/04/11</u>		<u>4th Year</u>
		<u>2nd Year</u>	<u>3rd Year</u>	
Terminal Technician	\$27.17	\$28.17	\$29.16	\$30.16

(c) Administrative Assistant Employees

Effective March 4, 2009, individual monthly salaries will be increased by 3.0%.

Effective March 4, 2010, individual monthly salaries will be increased by 3.0%.

Effective March 4, 2011, individual monthly salaries will be increased by 3.0%.

Section 5.2

(a) A night shift differential is established on the following classifications of employees:

Terminal Technician	Administrative Assistant
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(b) This night shift differential is established on the following basis:

-- For the hours worked between 4:00 p.m. and 12 midnight, a differential of seventy-five cents (\$.75) per hour will be paid.

-- For the hours worked between 12 midnight and 8:00 a.m., a differential of one dollar and fifty cents (\$1.50) per hour will be paid.

(c) The above differentials will not apply unless a minimum of four (4) hours of the assigned shift falls between the hours of 4:00 p.m. and 8:00 a.m., or to any part of a shift before 4:00 p.m. or after 8:00 a.m.

ARTICLE VI - OVERTIME--HOURS OF WORK

Section 6.1

The hours of labor of administrative and professional employees shall not be restricted by the WAGE AND HOUR provisions of this Agreement. Forty (40) hours shall constitute a normal work week for other salaried employees. Employees working on a restricted hours basis, if required to work over forty (40) hours in a work week shall be compensated for the overtime at one and one-half (1-1/2) times the regular rate of pay. Any employee who is required to work more than their regularly scheduled hours in any work day shall not be required to take time off to limit the time worked by such employee in the work week to forty (40) hours.

Employees working on a restricted hours basis required to work in excess of their normal scheduled work day will be compensated for such overtime at one and one-half (1-1/2) times the regular rate of pay for work on that day. Employees shall not be paid both daily and weekly overtime for the same hours worked. Overtime shall not be pyramided.

Section 6.2

The work week shall extend from 12:01 a.m. Sunday through 11:59 p.m. Saturday. Employees who work on a restricted hours basis and who are assigned to work that is not regularly performed on Sundays will be paid at one and one-half (1-1/2) times the regular rate of pay for any work performed on Sundays.

Section 6.3

- (a) Any employee on a restricted hours basis required to report to work shall receive not less than four (4) hours' pay, at one and one-half (1-1/2) times the regular straight time rate, if because of a change in their schedule or some other action by management, disciplinary action excluded, the employee works less than a period of four (4) hours.
- (b) No operating employee on a forty (40) hour work week shall be asked to complete their forty (40) hour work schedule in more than five working days.

Section 6.4

- (a) Any hourly or salaried non-exempt employee on a restricted hours basis required to work two and one-half (2-1/2) hours of more in excess of their regularly scheduled hours on a regularly scheduled workday shall receive eight dollars (\$8.00) as an allowance for supper money. If the employee is required to work six and one-half (6-1/2) hours beyond their regular schedule on a regularly scheduled workday, the employee shall receive an additional eight dollars (\$8.00) meal allowance. Time taken off to each shall not be included in computing the amount of time worked in excess of regularly scheduled hours.
- (b) Any hourly or salaried non-exempt on restricted hours basis required to work four (4) hours or more on a day on which the employee is not regularly scheduled to work shall receive eight dollars (\$8.00)

as an allowance for lunch money. If the employee is required to work two and one-half (2-1/2) hours beyond those hours scheduled normally on a non-scheduled workday, the employee shall receive an additional eight dollars (\$8.00) meal allowance. Such allowances shall not be paid to an employee who is given compensating time off on a regularly scheduled workday at the employee's request.

(c) Employees are only eligible for the above meal allowance if the Company does not provide a meal.

Section 6.5

In the event that an employee actually works seven (7) consecutive days, the employee shall be paid double (2) the straight time rate for all hours worked on the seventh day.

Section 6.6

There shall be no split shifts insofar as directly scheduled hours of work are concerned.

ARTICLE VII - HOLIDAYS

Section 7.1

For the purpose of this Article, the ten (10) holidays observed shall be:

For Terminal Technicians -

New Year's Day	Memorial Day	Thanksgiving Day
Veteran's Day	Independence Day	Christmas Day
Good Friday	Labor Day	Floating Holidays (2)

For Administrative Assistants -

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day
Floating Holiday (1)		

If any of the above holidays fall on Sunday, the following Monday will be observed as the holiday. If any of the above holidays fall on Saturday, the preceding Friday will be observed as the holiday.

Section 7.2

For each holiday observed, an employee shall receive, as pay for such holiday, the regular straight time rate for the number of hours the employee would normally have been scheduled to work.

Section 7.3

An employee who works on an observed holiday shall receive, in addition to the holiday pay provided for in Section 7.2 of this Article, one and one-half (1-1/2) time the straight time rate for such hours worked.

Section 7.4

If such a holiday occurs on an employee's day off, the employee shall be paid at a day's pay at the straight time hourly rate.

Section 7.5

In view of the provisions of this Article, it is agreed that the paragraph of the Policy Concerning Holidays During Vacations set forth in the Company's Vacation Policy Booklet, which provides for compensating days off with pay for holidays which fall on scheduled work days during vacations, does not apply.

Section 7.6

For the purpose of computing overtime pay for work in excess of forty (40) hours in a week in which a holiday occurs, only those hours regularly scheduled on the holiday for which the employee received holiday pay shall be counted as hours worked.

ARTICLE VIII - SENIORITY

Section 8.1

It is agreed that seniority for employees in the classifications of Terminal Technician and Administrative Assistant at the Indianapolis Terminal shall be established on the basis of the employee's credited service date (Company seniority) by location.

Location seniority for the above classifications is established on the basis of most recent employment in or transferred to their present location at the Indianapolis Terminal. Location shall mean Terminal Operations and Clerical group.

Section 8.2

- (a) Promotions, demotions, and transfers within the classifications of employees covered by this Agreement will be made on the basis of ability of an employee to best meet all the requirements of the job.
- (b) In making such promotions, demotions, and transfers consideration shall be given by the Company to experience as reflected by last regular assignment, departmental and Company service in the order specified, provided, however, that the Company shall be the sole judge of the ability of any applicant to fill the position.

- (c) When an opening occurs within the classifications of employees covered by this agreement, due to either a vacancy in an existing job or the establishment of a new job, an announcement of the vacancy shall be placed on the Company bulletin board at least forty-eight (48) hours before filling the vacancy. A supervisor designated by management shall discuss with any applicants for the job the functions, duties, and other details concerning the job, as well as the qualifications which a person would need in order to satisfactorily fill the job. Whenever practical, present employees shall be given due consideration for such openings, provided, however, that the Company shall be the sole judge of the ability of the applicant to fill a position.
- (d) It is understood that in making such promotions, demotions, transfers involving the moving of an employee from one city to another at the employee's request, the expense of moving shall be borne by the employee.
- (e) In laying off clerical employees, considerations shall be given in the order named to ability and seniority. When the ability of the employees is substantially equal, seniority shall be the governing factor. Returns from layoff will be in the reverse order of the laying off.
- (f) Layoffs of operating employees will be made on the basis of seniority within each classification. It is understood and agreed that in the event of a layoff in the Terminal Technician classification, the employee displaced shall be entitled to exercise their terminal seniority to displace a younger employee in the point of terminal service. Returns from layoff will be made in the reverse order of layoff

Section 8.3

In arranging vacations, location seniority will be given consideration insofar as operations will permit.

Section 8.4

Shift selection will be based upon seniority at locations, other than those having rotating schedules, on an every-six-month basis, or when a new schedule is inaugurated.

ARTICLE IX - BENEFIT PLANS

Section 9.1

Except as provided in Article VII, Section 7.5, benefit plans of the Company such as the Retirement Plan, Sickness and Disability Benefit Plan, Occupational Illness and Injury Plan, Group Life and Long-Term Disability Plan, BP Medical Plan, Savings Plan, Military Leave of Absence, and Job Restoration Policy, and the Policy Concerning Vacations and the 1980 Dental Assistance Agreement, which are now in effect, will continue in effect during the life of this Agreement, provided, however, that these changes shall be subject to any change or revision which is made generally effective throughout the Company. It is agreed that issues pertaining to benefit plans may be bargained upon through the procedure set forth in Article IV, except that neither party shall have the right to have any such issue arbitrated.

Section 9.2

If management elects to put a severance plan into effect which would include employees covered by this agreement, the terms and provisions of the Severance Allowance Policy applicable to those employees will be the same as those which are applicable throughout the Company.

Section 9.3

If National Health Insurance becomes a law, the Company's present and future contributions toward the present plan premiums shall be used towards the cost of the National Health Insurance, and that any unused portions of the Company's contributions shall be used for other benefits as determined by the Company and the Union.

Section 9.4

The Company renews and extends its current commitments that the Company will pay 80% of the cost of any Medical Plan option or HMO, up to the dollar amount equal to 80% of the cost of the POS option.

Section 9.5

The Company's current Leave of Absence policy is amended to enable employees to take a leave of absence for the following reason: 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, but the total time on leave within that period may not exceed twelve weeks. Credited service will accrue during the period covered by the family leave of absence. The leave will be granted with the understanding that the employee will be reinstated to the position held prior to the leave or to a comparable position.

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

Section 9.6

Effective March 4, 2002 the existing occupational death benefit of \$250,000 that is paid for work-related accidental death which occurs as a direct result of an accident while at work will be increased to \$500,000.

ARTICLE X - SAFETY

Section 10.1

The Company recognizes the obligation to assist in the prevention of practices that may adversely affect the health and safety of employees covered by this Agreement, and further agrees to continue to develop procedures and train employees in proper work methods to promote the health and safety of employees

covered by this Agreement. Both the Company and the Union shall cooperate in the implementation of all necessary health and safety practices. Matters of health and safety shall be considered to involve only job-related practices.

Section 10.2

When the Company schedules a safety meeting (Monday through Friday) it is mandatory that Terminal Technicians are in attendance at four (4) meetings annually. Employees attending safety meetings on non-scheduled work days shall receive not less than four (4) hours pay.

ARTICLE XI - NON-DISCRIMINATION

The Company and the Union agree jointly and separately that they will not discriminate against any employee because of race, color, religion, age, sex, sexual orientation, national origin, disability or veteran status.

ARTICLE XII - MISCELLANEOUS

Section 12.1

Representatives of the Union, who are employees of the Company, shall not be subjected to loss of time or pay for such time as they spend during their working hours conferring with management.

Section 12.2

If an officer or director of the Union with more than one year of continuous service with the Company desires a leave of absence in order to engage in any work pertaining to the business of the Union, said leave, without pay, will be granted by the Company in accordance with the Company's rules governing leaves of absence.

Section 12.3

It is mandatory that all employees covered by this Working Agreement wear approved Company uniforms, including required Personal Protective Equipment (PPE), as a condition of employment. The Company will provide said items at no cost to the employee.

ARTICLE XIII - STOPPAGE OF WORK

The Union agrees not to strike, and the Company agrees not to lockout members of the Union during the period of this Agreement.

ARTICLE XIV - VALIDITY

This Agreement shall be subject to all present and future applicable laws, orders, rules, and regulations of governmental authority. In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XV - SICKNESS & DISABILITY

All employees covered by this agreement will be required to provide a written doctor's excuse upon the use of three consecutive days of sickness and disability and/or the fourth occurrence of sickness and disability benefits use within a one year period. Said doctor's excuse must be provided in order for the affected employee to receive compensation for the sickness and disability days utilized.

ARTICLE XVI - EFFECTIVE DATE, RENEWAL AND TERMINATION

This Agreement shall become effective February 1, 2009, and shall supersede all previous agreements between the parties hereto with respect to employees covered by this Agreement, and shall continue in effect to and including January 31, 2012, and thereafter, subject to either party giving to the other party written notice served no earlier than sixty (60) days, but no later than thirty (30) days prior to January 31, 2012, of its desire to amend or terminate this Agreement.

If notice to amend is given, this Agreement shall continue in full force and effect until such time as a new Agreement has been executed by the parties hereto. Failing to agree on the amendments, either party may terminate the Agreement by giving sixty (60) days' written notice of such intention to the other party.

EXECUTED ON THE _____ DAY OF _____, 2009.