ISP CHEMICALS, LLC and
INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS, LODGE #1720

This Agreement made and entered into this 8th day of January 2023 (6:00am), by and between ISP Chemicals, LLC located at Calvert City, Kentucky, herein after referred to as the "Company" and the International Association of Machinists and Aerospace Workers, Lodge #1720, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE I
Purpose

1. It is the intent and purpose of the Company and the Union to establish herein their basic agreements covering rates of pay, wages, hours of work, and conditions of employment for the employees of the Company as defined herein; to provide a procedure for settling any differences of the parties which may arise and to interpret the provisions of this Agreement; and to generally govern the relationships between the Company and the Union and its members to the end that production and service may be improved through the cooperation of the Company and its employees.

ARTICLE II
Recognition

2. A. Pursuant to the election held August 2 and August 3, 1962 under the auspices of the National Labor Relations Board, Case No. 9RC50I5, and to certification by said Board, under date of August 13, 1962 the Company hereby recognizes the Union as the exclusive bargaining agent for all its hourly paid maintenance and production employees but excluding office clerical employees, laboratory technicians, guards, watchmen, janitors, professional and supervisory employees for the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment and other conditions of employment.

3. B. Shop Committee and Departments Stewards. The employees in the bargaining unit shall be represented by a Shop Committee of not more than three (3) members who shall be the Local President, the Chief Steward, and a Department Steward. There shall be eight (8) Stewards, one (1) for each shift, two (2) for Department A (one (1) for R&M and one (1) for Utilities), two (2) for Department C (one (1) for Tank Car Unloading and Material Handling and one (1) for Labor Pool.) Such Stewards and/or Committee members shall be selected by the Union from the geographical areas assigned to them.

4. C. For the purpose of handling grievances, shop stewards, or shop committee

members, may visit areas other than their own only after they have notified and received permission of their supervisor. Upon entering an area other than their own for the purpose of investigating or adjusting grievances, they shall notify the supervisor of the visited area of their presence and purpose. When such visit is completed, they shall immediately return to their jobs.

ARTICLE III
Management Rights

5. The Management of the Company and the direction of the working force, including the right to plan, direct and control plant operations; to schedule and assign work to employees; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured; the location of its plants and the continuance of its operating departments; to establish and require employees to observe Company rules and regulations; to hire, lay off, or relieve employees from duties; and to maintain order and to suspend, demote, discipline, and discharge employees for just cause, are the sole rights of the Company.

6. The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth, the Company therefore retaining all rights not otherwise specifically covered by this Agreement.

7. The exercise by the Company of any of the foregoing rights shall not alter any of the specific provisions of this Agreement nor shall they be used to discriminate against any member of the Union.

ARTICLE IV
Union Security and Right to Work

8. All employees covered by this Agreement who on the execution date of this Agreement are members of the Union in good standing may choose to remain members of the Union or may choose to no longer be members of the Union as permitted by law. Employees who transfer into the unit, after the execution date of this Agreement, may, choose to become members of the Union or may choose not to become members of the Union as permitted by law. If an employee chooses to become or remain a member of the Union, they will be required to pay periodic dues uniformly required as a condition of retaining such membership. Employees who choose not to join or remain a member of the Union are not required to pay periodic dues. It is each employee's responsibility to inform the Union if they would like to join the Union or maintain their membership. Each employee must update Workday or any other program used by the company of his or her current address and telephone number.

9. All employees who are in their probationary period on the effective date of this Agreement and all new employees covered by this Agreement hired after such date commencing on the thirty first day following the conclusion of their probationary period may choose to become members of the Union or may choose not to join the Union as permitted by law. If the employee chooses to join the Union, they must pay periodic dues and initiation fees. If the employee chooses not to join the Union, they are not required to pay dues or initiation fees.

10. All employees who choose not to join the Union will not be required to pay dues, but will remain covered by the terms of this Agreement.

11. Check off. An employee wishing to join the Union must sign a dues deduction authorization card. The Company will, upon receipt of the following duly signed dues deduction authorization card which is in form satisfactory to it, deduct from the employee's pay monthly for twelve (12) months each year the specified amount due to the Union by the employee for Union dues. All sums deducted shall be remitted to the authorized representative of the Union together with a list of the names of those employees from whom such deductions have been made. Upon the termination of the Union membership of an employee, payroll deductions will cease as to such employee. It being understood, that such termination of membership dues deduction shall have no effect of the employee's employment relationship with the Company.

12. Dues Check Off Form.

    Name ____

    Dept. No. ________________________ Clock No.__________________________

    Pursuant to the Agreement between the ISP Chemicals, LLC. (hereinafter called the Company) and the International Association of Machinists and Aerospace Workers, Lodge #1720 (hereinafter called the Union), in effect on this date, I hereby voluntarily authorize the Company to deduct from my earnings while employed in the established collective bargaining unit the regular monthly dues as established by the Union in accordance with its constitution and bylaws and to remit said amount to said local Union.

13. This authorization shall remain in effect and shall be irrevocable for a period of one (1) year from the date hereof, or until the termination of the collective bargaining agreement between the Company and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed on like terms for successive annual periods of one (1) year so long as the Union continues to be the duly certified collective bargaining representative unless written notice of its revocation is given by me to the Company and to the proper officer of the local Union not more than twenty (20) and not less than five (5) days prior to the termination of the applicable collective bargaining agreement between the Company and the Union. Such notice of revocation shall become

effective for the month following the month in which written notice was received by the Company.

14. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Company in reliance upon employee payroll deduction authorization cards submitted by the Union to the Company.

15. It is the intent of the Company and the Union that these deductions shall comply with all Federal, State and Municipal regulations with regard thereto and any provision of this authorization that contravenes and laws or regulations is hereby declared null and void and of no effect.

Signature ___________________________ Date_________________
Witness _____________________________ Date _________________

ARTICLE V

Hours of Work & Overtime pay

16. A. This article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

17. B. 1. For 8 hour shift and day workers, there shall be in effect an eight hour day and a forty (40) hour week.

2. Time and one-half shall be paid for

   a. All time worked continuously after eight (8) continuous hours of work.

   b. All time worked in excess of eight (8) hours in a day.

   c. All work performed on the sixth (6^{th}) day in the work week (provided the hours worked on such sixth (6^{th}) day are in excess of forty (40) hours within the work week).

   Where hours are compensated for at overtime rates under one provision they will not be counted as hours worked in determining overtime under the same or any other provision.

   Modified 8 hour overtime rule:

   If, due to an error by a company supervisor, an employee who would otherwise be entitled to work overtime is skipped, the company will observe the following rule. If the person who was skipped is eight hours or less behind the employee who was selected instead, he will be asked to work the next time overtime is required. If the person who was skipped is more than eight hours behind the employee who worked the overtime, he will be offered extra work to receive the equivalent* wages that he would have earned by working the overtime. *The employee will be kept whole on whatever applicable pay rate the missed overtime would have generated.

3. Double time shall be paid for all time worked by the employee on their seventh (7th) consecutive working day provided he/she has worked at least four (4) hours of scheduled work, (call outs will be considered scheduled work) on each of the six (6) previous consecutive days in the same work week.

4. It is understood that the above provisions shall not be construed
   a. As a guarantee of any minimum number of hours work,
   or
   b. As a limitation of the number of hours of work which the Company may require as conditions necessitate in the judgment of Management.

18. C. The normal work day shall be from 7:00 a.m. to 7:00 a.m. the next day.
The normal work week shall be from 7:00 a.m. Monday to 7:00 a.m. the following Monday except in cases of irregular hour shifts scheduled to start at hours other than those set forth herein. In such instances the work week shall be deemed to commence with such starting hours, and extend to the corresponding hour, on the next succeeding Monday.

All service hourly employees working the day shift (Monday – Friday) will receive 1/2 hour unpaid lunch. The Track/Tank Car Unloading employees working the day shift will be exempt from this language.

19. D. Nothing in this Agreement shall be construed to mean the payment of more than one (1) premium for the same hours worked.

20. E. In the event an employee does not work the full scheduled work week, then in that event the Company shall have no obligation to schedule such employee for work on either the sixth (6th) or seventh (7th) day of the work week, or any of the holidays listed in Article VIII of this Agreement, regardless of the employee’s seniority standing, unless such employee may present to the Company a certificate from a physician, or unless a reasonable or acceptable excuse is presented to the Company.

21 F. Determination of the starting time of the daily and weekly work schedule shall be made by the Company. Such schedules will not be changed without reasonable notice given to the employee.

22. G. A shift premium of Sixty five cents (65) shall be paid to all employees working on

the second shift and a shift premium of Seventy five cents (75) shall be paid to all employees working on the third shift.

23. When employees are put on rotating shift, the day member or members of the shift will also be considered to be on shift and treated accordingly.

ARTICLE VI
Reporting Pay

24. An employee called to work or permitted to come to work, without having been notified that there will be no work to obviate the necessity of reporting to the plant (provided she worked the last preceding work period of her shift so that she could have been given notice), shall receive a minimum of four (4) hours at her basic straight time hourly rate, except that the Company shall not be liable for such minimum pay in the event that work is not available due to an Act of God, work stoppages, or an unforeseen emergency beyond the control of the Company. If the Company cannot use the employee in her regular capacity, and if the employee refuses to perform the work assigned to her for such minimum period, the Company shall not be liable for any payment.

ARTICLE VII
Call In Pay

25. An employee who has left the plant and is called in by the Company to perform work outside of his/her regular scheduled shift will receive a guaranteed minimum of 5 hours at the time and a half rate. An employee who is called in to work to replace another employee who turns down scheduled overtime within sixteen (16) hours of the start of such scheduled overtime shall not be eligible for call-in pay.

ARTICLE VIII
Holidays

26. All employees covered by the Agreement, who perform no work on the holidays listed below shall be paid a holiday allowance equivalent to a day’s work, eight (8) hours at their regular hourly base rate for each of the following holidays: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Eve, Christmas Day and two (2) floating holidays.

The Union will propose to the Company by November 30, a schedule for the two (2) floating holidays for the following calendar year. The holidays should be scheduled on days adjacent to the listed single day holidays to extend the holiday to the nearest weekend if possible. The floating holidays will be observed by all union members on their scheduled days.

27. It is understood that employees shall receive a holiday allowance for each of such holidays provided they have worked the regular work day preceding such holiday, and also upon the regular work day succeeding such holiday, unless a good and sufficient reason acceptable to the Company is furnished by the employee. Scheduled holidays must be worked or absence excused by the Company before holiday pay is granted.

28. An employee who is entitled to receive disability benefits payment on a holiday will receive his holiday benefit, base pay times eight (8) hours, and will not be charged for disability benefits on that day.

29. If a holiday falls within an employee's vacation period, eligible employee shall receive his holiday (8 hours) pay for such holiday in addition to his full vacation.

Note for clarification: Vacations will be granted on Holidays only if entire week is taken on vacation. Single day vacations cannot be taken on a holiday if employee is scheduled off.

30. If a unit Holiday Shutdown results in a 12 hour shift worker not being allowed to work their regular 36 hour week, the employee will be paid a minimum of 36 hours (not including overtime).

31. When a holiday falls on an employee's regularly scheduled work day, but is not worked by the employee, such holiday will be counted as a day worked for the purpose of computing overtime pay provided he qualified for holiday pay. When a holiday falls on an employee's day off, and he does not work, such holiday will not be counted as a day worked for the purpose of computing overtime pay.

32. If an employee is required to work any of the twelve (12) holidays listed above and she qualified for holiday pay, she shall receive one and one half (1 -1/2) times her hourly base rate for hours worked up to eight (8) on such holiday in addition to holiday allowance. Work performed in excess of eight (8) hours on such holiday shall be paid for at the rate of double time which shall be the maximum payable for such hours.

33. All workers will celebrate holidays on the actual date except that Saturday holidays will be celebrated on Friday and Sunday holidays will be celebrated on Monday. In the event that Friday is also a holiday, it will be celebrated on Thursday, and if Monday is also a holiday, it will be celebrated on Tuesday. Employees working shift schedules other than Monday – Friday will observe Independence Day, Christmas Eve, Christmas Day and New Year's Day on the actual calendar day they occur.

ARTICLE IX
Vacations

34. Eligibility. To be eligible for a vacation in any calendar year during the term of this Agreement:
    a. The employee must have one (1) year or more of continuous service.
    b. Upon return from extended layoff (over 12 months and up to 36 months), the employee must work a minimum of 1,000 hours in the calendar year to be eligible for vacation allowance.

35. Continuous service shall date from:
    a. The date first employed, or
    b. Subsequent date of employment following a break in continuous service, whichever of the above two dates is later.

36. An employee, even though eligible under the Article, forfeits the right to receive vacation benefits under this Article is he voluntarily quits (unless one (1) week advance notice is given to the Company).

37. Employees who are entitled to one (1) or two (2) weeks vacation may take one (1) week of earned vacation on an intermittent basis (one or more days at a time.) Employees who are entitled to three (3) weeks vacation may take two (2) weeks of earned vacation on an intermittent basis. Employees who are entitled to more than three (3) weeks vacation may take three (3) weeks earned vacation on an intermittent basis. Employees who have more than four (4) weeks vacation may take four (4) weeks earned vacation on an intermittent basis. A maximum of twelve (12) four hour blocks of vacation or maximum of eight (8) six (6) hour blocks (for 12 hour shift only) can be taken. Only an even number of blocks can be taken (exceptions must be approved by Management.) The Company must receive 48 hours advance notice of such day or days and it must be in accordance with orderly and efficient operation of the plant. Vacation days taken on this basis will be counted as a day worked for the purpose of computing overtime pay.

38. Amount of vacation pay. Eligible employees shall receive vacation pay equal to their straight time base rate.

Vacation Allotment		
Consecutive Years of Service	**Weeks**	**Hours**
1 year	1	40
2 year	2	80
5 years	3	120
15 years	4	160
20 years	5	200
30 years	6	240

39. Scheduling of Vacations. All week vacations for December must be scheduled by March 15th. All remaining vacations as of October 15 must be scheduled to be taken before December 31st. If the employee has remaining vacation unscheduled as of October 16th, management will schedule the remaining vacation days for the employee during the time period of October 16 to December 31. Any changes to the schedule must be submitted a week in advance.

Vacation days taken on this basis will be counted as a day worked for the purpose of computing overtime pay.

40. The Company reserves the right to have a shutdown on one or more operating units of the plant and the areas related directly to them for the purpose of granting vacation provided:

a. Such vacation shutdown does not exceed two (2) weeks.
b. Such vacation shutdown shall be between May 1st and October 31st.
c. Employees will be paid/charged 40 hours per week for mandatory shutdowns (described above).

41. The Company will, when practical, furnish notice of shutdown forty five (45) days prior to shutdown.

42. Employees granted a leave of absence or who are laid off after May 1st shall receive earned vacation pay.

ARTICLE X
Grievance and Arbitration Procedure

43. A grievance is defined as any difference of opinion or dispute between representatives of the Company and any employee or Union representative regarding interpretation or application of any provision of this Agreement.

44. Shop Committee and Department Stewards. The employees in the bargaining unit shall be represented by a Shop Committee of not more than three (3) members who shall be the Local President, the Chief Steward, and a Department Steward. There shall be not more than nine (9) Stewards.

45. Step 1: The aggrieved employee will take the matter up verbally with his supervisor within ten (10) working days of the alleged grievance. The Steward may be present if the employee so desires. The supervisor will give his answer verbally within five (5) working days thereafter. All written grievances must be signed by the grievant's foreman before they are submitted in Second Step.

46. Step 2: In the event the grievance is not settled in the First Step, the employee shall within ten (10) working days of the supervisor's oral answer, through his Shop Steward, file a written complaint on the forms provided by the Company. The Department Manager will arrange a meeting within ten (10) working days of the receipt of the grievance, and give a written answer to the grievance within ten (10) working days of the meeting. Either party may request the presence of a Human Resource representative at this meeting.

47. Step 3: In the event the grievance is not settled in the above steps, a meeting shall be arranged between the Shop Committee and the Plant Manager and/or Human Resource Manager, or a designated representative. This meeting must be requested within ten (10) working days after the receipt of the answer in Step Two (2). (The Shop Committee may bring an International Representative of the Union to this meeting if it is so desired and the Company may request it to do so.) A meeting will be arranged within thirty (30) working days of the request for a meeting. Within ten (10) working days after the meeting is held, a written answer to the grievance will be given to the Union.

48. Arbitration: The Union must give written notice to the Company within forty five (45) working days of the Step Three (3) answers that it desires a grievance to be arbitrated. Upon such notification an impartial arbitrator shall be selected as follows: The parties shall, within thirty (30) days, jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until only one (1) name remains and he shall serve as the arbitrator for the grievance to be arbitrated.

49. The arbitrator shall not have the authority or power to vary, alter, or modify this Agreement. Nor shall he have the authority to order back pay or settlements to be retroactive beyond the date on which the grievance occurred.

50. The decision of the arbitrator shall be final and binding upon both sides, and all parties shall agree to abide by the Award, provided that the Award is within the terms of the submission and further provided that the arbitrator has not exceeded his lawful powers. The expense of the arbitration shall be shared and paid equally by the Company and the Union.

51. The time for each answer and the time between each grievance step may be extended by mutual written consent of the parties. It is understood by and between the parties that matters involving general wage levels, existing job classifications (as set forth in this Agreement), and matters not specifically covered by this Agreement shall not be arbitrable.

52. It is further understood that in the event the Union does not elect to take a grievance to the next higher step, from Step 1 to Step 3 inclusive, within the specified number of days after the last decision is given on each step, the grievance shall be deemed to have been finally settled based on the Company's previous answer. In the event the Company does not give an answer to the grievance within the prescribed time limits, the Union may carry the grievance to the next step.

ARTICLE XI
No Strike Clause

53. Inasmuch as adequate machinery has been provided in the foregoing, the Company agrees not to lock out its employees for the duration of the contract, and the Union agrees that there will be no strike, walk out, slow down, or work stoppage, or any other effort to interfere with the production of the plant for the duration of the contract, except for failure of the Company to abide within an arbitration decision within fifteen (15) working days after such decision is received from a Board of Arbitration unless the Company notifies the Union that an extension of time is required and the reason for such extension is given.

ARTICLE XII
Seniority

Seniority rights shall be interpreted to mean and shall be based upon:

54. A. Length of continuous service with the Company effective as of the last hiring date.

55. B. Occupational qualifications and ability to perform the work. In cases where the above factors taken together have relatively equal weight, employees with the greatest service shall receive first consideration.

56. C. New employees hired after 1/8/15 shall be on probation for the first 180 calendar days. During this period, the Company may terminate their employment for any reason.

57. D. Seniority will be broken for the following reasons:

1. Discharge for cause.
2. Voluntarily leaving the Company.
3. Thirty four (34) months continuous unemployment.
4. Exceeds leave of absence granted by the Company.
5. Does not report for work on her regular shift on the fourth (4th) day after three (3) consecutive days of absence without satisfactory explanation to the Company.
6. Failure of laid off employee to: Notify the Company of intentions to return to work within two (2) days after date of delivery shown on return registered letter receipt; actually return to work within five (5) working days of date shown on return registered letter of receipt.

58. E. Separate seniority units will be established in the plant as follows. A seniority unit is defined as a section of a department.

Department	**Section**
A – Maintenance	1 – R&M
	2 – Utilities
	3 – Laborers
B – Production	1 – North Area Control and HPVP
	2 – South Control and MVE Area
	3 – Batch (200, 315 and 334 Buildings)
	4 – Specialties 236 Bldg. and SRU
	5 – Gantrez Area, Building 240
	6 – Pilot Plant
C – Materials	1 – Tank Car Unloading/loading
	2 – Material Handling

Grandfather the former 2nd class operator at MVE. The next opening(s) that occurs in Utilities and MVE will be bid as a Chemical or Utilities operator.

59. All employees who have completed the probationary period of 180 days are then assigned to one of the above listed seniority units. Their seniority will be based on their most recent hire date.

60. Department A, Section 1 In the Maintenance Department there shall be the following six (6) classifications:

1. Pipefitter
2. Millwright
3. General Mechanic
4. Instrument/Electrical
5. HVAC-Refrigeration
6. Carpentry Craft

HVAC & Refrigeration related work shall be performed by Ashland Maintenance employees, and will be classified as a separate craft.

Qualifications for the position(s) will be determined by the Company, and will include journeyman HVAC-R status with the appropriate licenses and certifications, along with industrial HVAC-R experience.

The HVAC-R crew will be considered a "stand alone" craft in regards to overtime needs; they will be responsible for any and all overtime related to HVAC-R work.

The Company will provide the opportunity for the employee currently assigned to the HVAC activities (as of December 21, 2018) to obtain all necessary training, certifications, licenses, etc. to meet the required qualifications for the HVAC-R position or allow him to return to previous position.

61. A description of the type of work <u>normally</u> performed by the respective crafts shall be maintained in the separate document, referred to as the Craft Book.

When issues arise concerning work that is unclear in nature as to which craft should perform the work, a decision will be made by the Maintenance manager or his delegate, with input from the union, and the work shall proceed without interruption or delay.

A Craft committee, with equal representation from the company and the union, will meet <u>as needed</u> to obtain final resolution of craft related issues. If necessary, the plant manager and union president will assist in settling any dispute.

Maintenance Department Seniority

62. 1. Maintenance Department employees shall establish seniority in their classifications according to seniority, qualifications, and ability to perform the work. In the event that an employee should move from one classification to another, he shall accumulate seniority day by day in his old classification. Seniority in the new classification shall start upon entry into such classification and continue during his employment. However, if an employee voluntarily

returns to a former classification, seniority in the classification he leaves shall not continue to accumulate.

63. 2. In the event there is an opening in any classification within the Maintenance Department, the employees in the other classifications shall be considered for such opening in accordance with their seniority, qualifications, and ability to perform the work. An employee who is accepted in a classification has a trial period of up to thirty (30) days. During this period if the employee cannot do the work he may be returned to his former classification or may voluntarily return to his former classification. In either case, he will not be credited with seniority in the classification left during the trial period.

A. Craft persons who move to a position within the department that requires specialized/job specific training (vibration analysis, safety valve technician, NIR Analyzer Technician.) will be required to stay in that position for three (3) years.

64. 3. In the event of a layoff in the Maintenance Department, the employee with the least credited seniority in the affected classification shall be removed first. He then may displace the employee with the least seniority in the last classification that he worked provided he has the necessary seniority. If he cannot bump an employee in the last classification that he worked, he may displace the least senior in the next last classification that he worked providing he has the necessary seniority. Such employees who are removed shall be permitted to displace the least senior employee in the General Maintenance classification provided he has more plant seniority than the least senior employee in that classification. If their seniority does not permit them to displace an employee in the General Maintenance classification, they shall be permitted to exercise their plant seniority to return to the department from which they came. However, a Utilities Operator I, a Chemical Operator, a Tank Car Unloader, or a Technician in Research Classification may not be displaced.

65. 4. In the event of a layoff in the Maintenance Department, trainees will be considered as General Mechanics for seniority purposes.

66. Promotion in any seniority unit will be by department and where factors in (b) are relatively equal, length of continuous service will govern:

a. Length of continuous service.
b. Occupation qualifications and ability to perform the work.

67. F. Temporary displacement due to breakdown, shortage or materials, lack of orders, or causes of like nature not to exceed (60) calendar days may be made by the Company irrespective of any provisions of this Agreement.

In such cases the Company will reassign employees to other jobs during the period of such displacement. When assigned to such jobs, the employee shall keep his normal pay rate.

68. G. Displacement of more than (60) calendar days will not be considered temporary and in this case an employee will have the right to claim job security in his seniority unit irrespective of shift and where factors in (b) are relatively equal, length of continuous service will govern in accordance with the following procedure:

a. Length of continuous service.
b. Occupational qualifications and ability to perform the work.

69. Temporary Layoffs not to exceed ten (10) calendar days may be made by the Company irrespective of any provisions of this Agreement.

70. If it is necessary to reduce the work force in the Department, Section and Job Classification indicated below, and then the following applies:

<u>Department A, Section I</u>
The employee with the least plant seniority in the Section affected shall be laid off.

<u>Department A, Section 2</u>
1. The Utilities Operator I with the least plant seniority shall be removed and shall displace the Utilities Operator II with the least plant seniority or, if none, shall be laid off.
2. The Utilities Operator II with the least plant seniority shall be laid off.

<u>Department B</u>
1. The Chemical Operator with the least plant seniority in the section affected must displace either (a) or (b) below if he has the necessary plant seniority:

    a. The Packaging Operator with the least plant seniority in his own section
    b. The Chemical Operator with the least plant seniority in Department B.

2. If he does not have the plant seniority to replace an operator in No. 1 above, he must replace the least senior Packaging Operator in Department B if he has the necessary plant seniority.

3. The Packaging Operator with the least seniority in Department B shall be laid off.

When two or more employees lose their jobs simultaneously as a result of a reduction of the work force, the affected employees beginning with the most senior shall be given their choice of jobs to which the layoff procedure would entitle them.

In the event of layoff in Department B, the employee so affected may exercise his plant seniority in Department A (Section 3) or Department C. The affected employee must bump the least senior employee in Section 2, Department C or Section 3, Department A, if he has the necessary seniority and the occupational qualification and ability to perform the work.

In the event of layoff in Sections 1 & 2, Department A, the employee so affected may exercise his plant seniority in Department B, or Section 2, Department C, or Section 3, Department A. The affected employee must bump the least senior employee in Department B, or Section 2, Department C, or Section 3, Department A, if he has that necessary seniority and the occupational qualification and ability to perform the work.

<u>Department C</u>

1. The employee in Section 1 with least plant seniority shall displace the employee with least seniority in Section 2.

2. The employee with least plant seniority in Section 2, shall be laid off; however, if the employee was formerly a Technician, he may exercise his plant seniority to displace the Technician with the least plant seniority.

   Except before an employee is laid off out of the plant, he shall have the option to bump the least senior employee in the plant up to and including a Packaging Operator if he has the seniority to do so. Department A, Section 1 and 2, are excluded.

   An employee may choose to be laid off rather than accept a lower rated job.

   Time lost through layoff of less than thirty four months (34) shall not affect an employee's seniority rights. Accordingly, the employee shall receive credit for such time.

   In the event of a layoff or situation that results in the need to bump, a displaced employee will receive the rate of pay they were receiving from their displaced job until they voluntarily bid on a job or the expiration of eighteen (18) months.

71. Regular employees will not be laid off while probationary employees remain on active payroll, maintenance employees excluded.

72. H. Recall Following Layoff. An employee laid off will be recalled in accordance with her plant seniority providing she has the necessary qualifications to perform the work, except no employee shall have recall rights to the Maintenance Department unless she was laid off from the Maintenance Department. Neither shall an employee be recalled to a Chemical Operator's job unless she has previously held a Chemical Operator's job. However, the Company will recall laid off employees for a Chemical Operator's job before hiring new employees.

Employees who took a voluntary layoff may refuse a recall to a lower rated classification than their original job but will not be recalled to that or a lower classification again. If there is a job opening and people are laid off, the job will be filled by promotion or job bid. However, before the bidder is accepted, the layoff rolls will be re-viewed and if there is a person on layoff with more seniority than the senior bidder, the laid off person will be eligible for the job. Notification would be by registered mail if the person does not answer the Company's phone call.

73. I. Selection of Employees for Positions Out of Bargaining Unit. The selection of employees for positions not covered by this Agreement shall be made exclusively by the Company.

Employees transferred after this Agreement to supervisory or other positions not covered by this Agreement shall not forfeit any of their seniority accumulated in the bargaining unit prior to such transfer, with the understanding said employee will not displace any existing employee upon their return to the bargaining unit, provided said employee returns to the bargaining unit within one hundred fifty (150) calendar days after their transfer from the bargaining unit.

74. J. Transfer. The Company reserves the right to transfer employees from job to job and from one department or section to another in order to meet existing conditions and work loads. In the event that such transfers become necessary, seniority as defined below shall govern and control. No employee shall be reassigned to a job for which he does not have the necessary qualifications. An employee removed from his job shall be permitted to exercise his seniority in the following sequence:

1. Displace the least senior employee in his classification provided he has the necessary seniority.
2. If he cannot displace the least senior in his classification then he may displace the least senior employee in the classification below him in the operating floor provided that he has the necessary seniority.

3. If he cannot displace anyone in No. 1 and No. 2, then he may displace the least senior employee in his section provided he has the necessary seniority.

75. An employee may decline to exercise his seniority and take the assignment outside his section or the employee who cannot displace anyone will be assigned to the other section.

76. Any employee transferred from his regular section may be transferred back to his regular section during the same shift, but then may not be transferred out of his section again during that shift. Employees may be transferred within their seniority unit as needed.

77. Transferred employees shall receive the old rate for the first thirty (30) days, after which the rate applicable to the new job shall be paid. However, if an employee is transferred to a higher rated job, he shall receive the higher rate of pay.

78. K. When it has been determined that a replacement is needed to fill a job vacancy within the bargaining unit, it shall be filled by a qualified employee, if such is available, in the seniority unit where the opening occurs.

- The job will be posted within the seniority unit by Thursday at noon through the following Wednesday at noon.
  - This time can be shortened by contacting each unit employee by seniority to determine their interest in the open position.
  - Records of employee contact for the job bids will be maintained in the area.

- Once all internal moves have been completed, the remaining open position will be posted plant-wide.
- Internal job awards will be communicated directly with the affected individuals by the area clerk or front line leader.

When it has been determined that an opening exist for a newly created position within the bargaining unit, it shall be filled by a qualified employee, if such is available, in the seniority unit where the opening occurs.

- The position will be posted within the seniority unit by Thursday at Noon through the following Wednesday at Noon.
  - This time can be shortened by contacting each unit employee by seniority to determine their interest in the open position.

    - Records of employee contact for the job bids will be maintained in the area.

- Once all internal moves have been completed, the remaining open position will be posted plant-wide.
- Internal job awards will be communicated directly with the affected individuals by the area clerk or front line leader.

Plant-wide postings will be made each week by Thursday at noon and will remain posted through the following Wednesday at noon.

- All plant-wide job awards will be made via plant email within three (3) days after the bid is awarded.

All new hires will be assigned jobs, based on their seniority, as permanent jobs become available. This will be done after the jobs have completed the plant wide bidding process. If multiple openings are available, the newly hired employees can pick from available jobs by seniority.

Tenure: All jobs/positions will have a minimum tenure requirement as follows:

a. Chemical Operators, Utilities Operators, Relief Operators & Tank Car Unloaders
    - Minimum of forty eight (48) months for ALL moves

b. Packaging Operators
    - Minimum of thirty six (36) months for ALL moves.

c. All other job classifications including new hire assignments
    - Minimum of thirty six (36) months for external moves.

d. Exceptions to tenure requirements
    - Upward moves
    - Filling of new production/utilities units (not shifts).
    - Legitimate medical issues.
    - Non-traditional jobs.

Training Pay: All employees will be paid at the full rate for the first four (4) weeks then will be paid an hourly rate equal to seventy five percent (75%) of straight time full rate for the classification in which they are working until successful completion of their training & certification in the new position. Employees receiving training pay will be paid at the training pay rate for vacation* and holidays that occur during training.

- This training rate does not apply to newly hired employees in entry level packaging or entry level warehouse positions.

*Exceptions to the above mentioned vacations will be allowed for minimum 1 week duration vacations that were scheduled at least 6 months in advance and for any vacation required due to plant shutdown.

Individuals, other than Relief Operators, who do not successfully complete training within three (3) months for an awarded position will be placed in the next open packaging position, after said position has been bid plant wide. The individual will be paid at the packaging operator rate. These individuals will be required to complete a minimum of forty eight (48) months in the assigned position prior to bidding on subsequent postings.

Relief operators who do not successfully complete training for the initial job assignment any one job of an awarded position within three (3) months will be placed in the next open packaging position, after said position has been bid plant wide. The individual will be paid at the packaging operator rate. These individuals will be required to complete a minimum of forty eight (48) months in the assigned position prior to bidding on subsequent postings.

The following Material Handler Jobs in the warehouse and Employees in Material Handler positions <u>before January 8, 2011</u> will be paid at the Material Handler “A” rate:

(2) Repack
(2) 250 Locators
(1) Hazardous Waste & Cycle Count
(1) 201 Locator

- 48 months job tenure will apply to internal and external moves.
- Material Handlers leaving their current positions be paid at the Material Handler “B” rate.

All packaging employees being paid more than any other packaging employees in the same job/position will be considered as Grandfathered packaging employees.

A Grandfathered employee loses the grandfathered status when successfully bidding on ANY position.

79. Each posting shall be numbered and shall include the position title, the starting hourly rate of the position, and the date and hour by which applications shall be submitted.

80. In case of a temporary job opening, said job will be posted and filled in the same manner as permanent job openings. Employees holding temporary jobs will automatically revert back to their regular job at the conclusion of the temporary

opening. The employees filling temporary job openings shall become permanent if the absent employee does not return to work. Employees holding temporary jobs may also bid on an internal or plant wide permanent job openings.

81. The following factors shall be recognized when considering a bid to fill a job vacancy:

1. Length of continuous service.
2. Occupation qualifications and ability to perform the work.

When factors in (2) are relatively equal, length of continuous service will govern.

82. In any event and for all jobs in the plant, in order not to adversely affect operations, the Company may limit the number of successful bids from any one seniority unit.

83. Employees may not reject a job for which they have submitted a bid. The employee's new rate of pay will begin when the employee is moved to their new job.

84. In the event there are no applications submitted, or there are no applications approved due to two (2) factors above, the Company may fill the vacancy from any source.

ARTICLE XIII
Posting Notices

85. Six (6) bulletin boards shall be provided by the Company which may be used by the Union for the:

a. Posting of rules and regulations of the Union.
b. Notices of Union meetings and election results.
c. Notices of recreational and entertainment activities.
d. An updated seniority list will be posted on the Union bulletin boards every six (6) months.

Before posting such notices, they shall be submitted to the Human Resource Manager for approval.

ARTICLE XIV
Disability Benefits & Workers' Compensation Plan

86. 1. The Company will pay disability benefit allowance to any eligible employee who, as the result of injury or sickness not arising out of and in the course of his employment, is unable to perform his work or other work which may be offered to him. The terms of this disability benefit are as follows:

Short Term Disability Benefits

Under the ISP Short Term Disability Program (STD), you receive pay for a certain number of weeks that you are determined to be disabled (proof is required) and are under the care of a doctor, for up to 26 weeks in a 52-week period as shown in the following schedule. Short Term Disability is a Company Paid Benefit.

Benefits up to the maximum are payable during one continuous or intermitted period of total disability. An employee is limited to 26 weeks of disability in a fifty-two week period. Per attached schedule.

Illness

Day 1 - 3	no pay
Day 2 – 3	available vacation time MAY be used
Day 4 – 26th week	70% per wk

Disability requiring hospitalization, accident while under a doctor's care, or due to outpatient surgery

Day 1 – 3	70% per wk
Day 4 – 26th week	70% per wk

Note for clarification:

- The first three days of sickness (no pay) is per occurrence.
- Exception to the vacation policy to allow employees to use their available vacation to receive pay on days 2 and 3 of any multi- day absence.
- Periods of disability due to sickness will start on the 4th day, per occurrence. To receive benefits, you must be under a doctor's care and have medical proof of your disability
- Doctor's excuse is required on the first paid day and all subsequent paid days of illness/ sickness.

If you exhaust your STD benefit in a nonconsecutive 26 week period, you were approved for and are medically qualified to continue STD (based on your attending physician's documentation), and are applying for LTD and/or PTD, you will receive weekly payments of $800, for a maximum of four (4) additional weeks. At the end of this period, the employee may continue to pay insurance premiums (Medical, Dental, Vision, Prescription, Life, and LTD) at the active employee cost share until you have reached the 26 weeks to qualify for LTD and/or PTD.

For 8-hour, Monday through Friday workers ONLY:

Employees will be allowed to take time off for Doctor's visits during Monday through Friday working hours. Time off allowed will be a maximum of 4 hours per visit and a maximum or 4 occurrences per year. Time off required can be made up at straight time pay provided APPROVED IN ADVANCE by the Department Manager.

87. 2. Worker's Compensation Makeup. An employee who is unable to work because of injury or illness compensable under the Workers' Compensation Law of Kentucky shall receive eighty five percent (85%) makeup pay for the first thirteen (13) weeks and one hundred percent (100%) for the next thirty nine (39) weeks, not to exceed a total of fifty two (52) weeks.

88. 3. No payment shall be made unless the employee complies with instructions of the Company's Medical Department regarding his medical care.

89. 4. Employees who are disabled due to injury or sickness arising out of and in the course of their employment shall retain and accumulate seniority until such time that Kentucky Workers' Compensation Board determines that they are totally and permanently disabled.

ARTICLE XV
Insurance Benefits

90. 1. Group Life Insurance. Group life insurance is available to all employees effective upon the first (1st) day of the month following the date of employment at which time no medical examination is required.

This insurance is contributory. The employee will contribute fifteen (15) cents per thousand (1,000) per month, the balance being paid by the Company.

Dependent life insurance is also available.

91. Group Accidental Death and Dismemberment Insurance equal to the amount of Group Life Insurance carried by the employee, to a maximum of $10,000, is available to all employees who carry Group Life Insurance at no cost to the employee.

92. Any employee who does not wish to subscribe to the life insurance when eligible shall be subject to a medical examination if, at a later date, she decides to participate.

93. 2. Employees are eligible for the following benefits, the terms which are set forth in the respective Summary Plan Description booklet:

Medical Benefits
Dental Benefits
Vision Benefits

Prescription Drug Plan
Flexible Spending Account
Health Care Account
Dependent Care Account
Retiree Medical

Employee contributions for these coverages are defined in the benefits book.

ARTICLE XVI
Pension Plan

94. The ISP pension program, the terms of which are set forth in a separate document, will be frozen for all employees under age 55 effective December 10, 1992. Their retirement program will include the Company matching contributions to Calvert City hourly 401(k) plan under the terms of that plan which are set forth in a separate document. All affected employees will be vested in their pension and will receive benefits when eligible. Eligible employees who elected the defined benefit pension will have their pension multiplier frozen at $33.50.

ARTICLE XVII
General

95. 1. Request for leave of absence will be given individual consideration and forwarded to the Manager of Human Resources for review with the Plant Manager. The request may or may not be granted after the reasons for the request have been considered together with the effect of such leave of absence on the effectiveness and productivity of operations. Where it is practical to do so, however, the Company will make an effort to grant such request for leaves of absence not to exceed six (6) months. <u>An extension of the leave may be granted by the Company. Such employee shall accrue seniority for the length of an absence.</u>

"When an employee returns to work after a prolonged absence the Company may, at its discretion, request such employee to submit a physical examination in order to assure that such employee is physically able to perform the available work."

96. 2. Funeral Pay. The Company will grant time off with pay in the event of the death of a member of the immediate family. Immediate family is defined as father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, and grandparents of spouse if the grandparent's funeral is attended. Sufficient time off will be given to cover absence during the period between the death and through the day after the funeral up to a maximum of three (3) days in which the employee would

have been regularly scheduled to work. Twelve (12) hour shift employees will receive funeral pay up to a maximum of two (2) days in which the employee would have been regularly scheduled to work. The Company will grant one (1) day of time off with pay in the event of the death of an employee's brother-in-law or sister-in-law between the date of death and through the day after the funeral. The employee shall be paid at the rate she would have received had she worked her schedule.

97. 3. Work Performed by Supervisors. It is understood and agreed that employees classified as supervisors may perform work which is ordinarily done by hourly employees only when due to an emergency situation, or instructing new employees, or in the event new methods of operations are introduced.

98. 4. Jury Duty. An employee called to jury duty shall be paid the difference between jury pay received and certified by the court and his current rate (base rate or training rate) in effect times eight (8) hours, if he can qualify under the following provisions.

a. Jury duty was on a day when he would have been scheduled to work by the Company per employees' regular shift schedule.
b. Certification by the court as to pay received and hours in court is presented to the Company by the employee.
c. Pay was received from the court.

Such day will not be counted as a day worked for the purpose of computing overtime pay.

An employee on jury duty who is scheduled for the second shift after court that day shall not report for work.

In the event an employee is called for jury duty, and is working the third shift, he shall not be required to work his last shift prior to his first day of jury duty and each subsequent day thereafter.

In the event an employee is served with a subpoena to appear as a witness in criminal court, he/she will be paid their current rate (base rate or training rate) if they are scheduled to work. If they receive pay in conjunction with their court ordered appearance, the difference between what they are paid and their current rate (base rate or training rate) will be handled as above.

99. 5. Effect of Invalidity. The provisions shall conform with Federal and State laws, Executive Orders, Directives, and official government interpretations of such laws, orders, and directives, but the voidance of any clause or clauses for reason

of illegality shall not affect the balance of this Agreement which shall remain in full force and effect.

100. 6. Division of Overtime. Overtime shall be rotated as fairly and equitable as possible among all employees in a department or section in which overtime work occurs unless such overtime work is of such nature that it can only be performed by specific individuals. The sole purpose of keeping overtime records shall be to aid in equitable distribution of overtime.

101. 7. Commitment to Equality. The Company and the Union agree that there will be no discrimination against or harassment of any employee because of race, color, creed, sex, national origin, religion or age. The Company and the Union further affirm their commitment to fair employment practices for the handicapped as defined in the Rehabilitation Act of 1973, and to veterans and disabled veterans of the Vietnam Era, as defined in the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Americans with Disability Act.

Both parties agree that ISP has an obligation under the ADA and therefore the right under this contract to take all actions necessary to comply with the ADA subject to the terms of the Collective Bargaining Agreement.

Wherever the masculine or feminine pronoun is used in this Agreement, it shall apply equally to males and females.

102. 8. Upgrading. When employees are assigned to higher rated jobs for four (4) or more hours, they shall be paid not less than the midpoint rate for the higher rated job to which they have been assigned for the full day.

103. 9. Overlap Pay. Time clocks will be installed in all Production and Utilities control rooms and all employees will be required to record their shift start and end times using these time clocks. These employees will be paid based on actual time shown on their timecards. This will include their shift worked time (normally 12 hours) and any approved scheduled overtime plus actual time required (up to a maximum of 0.15 hour) for proper shift relief information exchange in their process units.

104. 10. Outside Contractors. Where equipment and work force are available, maintenance work which has normally been performed by maintenance employees will not be contracted out in the event any of said maintenance employees should be working less than a normal work week or if such action would necessitate a reduction in the maintenance work force. It being understood, however, that nothing herein shall limit the Company’s right to subcontract work when the conditions set forth above are satisfied. Work that has been contracted out will be reviewed with the union on a regular basis.

105. 11. Temporary Military Service. Employees serving temporarily in Military Units under the jurisdiction of the U.S. Army, U.S. Navy, U.S. Marine Corps., U.S. Coast Guard, U.S. Air Force (Enlisted Reserve Corps and Reserve Officers Training Corps), and State National Guards shall, upon proper presentation of evidence of such service, be reimbursed for the difference in pay which they would have earned at straight time rate on their regular jobs and the base pay which they received for such service for a period not exceeding ten (10) work days.

106. 12. Union Leave. Employees serving as elected representatives of the union who are required to give full time to their union duties shall be granted one (1) term leave of absence and shall retain their seniority for one (1) term as though their employment had not been interrupted and their seniority rights and privileges shall accrue. This leave may be renewed upon application by the employee for an additional two (2) Terms.

An employee on a union leave shall continue to be enrolled in the medical and dental as well as any other applicable benefit described in this Agreement plan for two (2) terms only. Such employee shall pay the amount required of other employees in the bargaining unit who are enrolled in this plan.

The company will contribute to the IAM National Pension Fund for each year on leave for two (2) terms only.

107. 13. An employee who runs for and is elected to public office (Federal, State, County, or Municipal) will be granted a leave of absence for the period of his term of office. An extension of this leave will be granted by the Company upon written application by the employee, provided he still holds a public office.

An employee on an elected leave shall continue to be enrolled in the medical and dental plan as well as any other applicable benefit described in this Agreement if it is not provided by their current employer. Such employee shall pay the amount required of other employees in the bargaining unit who are enrolled in this plan.

Seniority rights for recall only shall accrue as though employment had not been interrupted during his first term of office. In future terms of office, seniority rights will be frozen. This leave will not be granted to more than two (2) employees at any given time.

108. 14. Successors & Assigns. The provisions of this Agreement shall be binding upon the Company and its successors and assigns, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the

consolidation, merger, sale, transfer, or assignment of the Company of any or all of its property or affected or changed in any respect by any change in legal status, ownership, or management of the Company.

109. 15. Discipline and Discharge. The Company reserves the right to disciple or discharge any employee for just cause. Probationary employees may be discharged at the discretion of the Company without recourse.

110. 16. Plant Rules – The Company will advise the Union in advance of changes to Plant Rules which will affect the Union membership. It is specifically understood that the Union may exercise recourse to the grievance procedure as to the reasonableness of newly implemented rules.

111. 17. Warning notices issued to employees by the company shall not be considered for disciplinary purposes after two (2) years.

ARTICLE XVIII
Wages

112. A. The parties hereto have agreed upon a schedule of wage rates, which is attached hereto and marked "Schedule A" and which constitutes a part of this Agreement.

113. B. Pay Period will be for one week and payable every Thursday, by direct deposit for work performed during the previous work week (check stubs will be available for on-line review).

ARTICLE XIX
Laboratory Technicians Addendum

114. This addendum sets forth the terms and conditions of employment for the employees described herein. (All reference to Articles and Sections hereafter refer to this Agreement between the Company and the Union.)

115. <u>Purpose</u>
Article I.

116. <u>Recognition</u>

Pursuant to the election held February 24th and 25th, 1966 under the auspices of the National Labor Relations Board, Case No. 9RC6658 and to certification by said Board under date of March 7, 1966, Company hereby recognizes the Union as the exclusive bargaining agent for all laboratory technicians employed by the Company at its plant at

Calvert City but excluding all office clerical employees, all production and maintenance employees, all guards, watchmen, professional employees and supervisors as defined in the Act, and all other employees.

117. Department Steward
One (1) laboratory employee shall serve in the capacity of Committee Member and Steward.

118. Handling Grievances
Article II, Section C.

119. Management Rights
Article III.

120. Union Membership
Article IV.

121. Hours of Work and Overtime
Article V.

122. Reporting Pay
Article VI.

123. Call In Pay
Article VII.

124. Holidays
Article VIII.

125. Vacations
Article IX.

126. Grievance Procedure
Article X.

127. Arbitration
Article X.

128. No Strike Clause
Article XI.

129. Seniority
Article XII Sections A,B,C,D, and I. (See Exhibit A for Sections E, F, G, H, J, and K.)

130. <u>Posting Notices</u>
Article XIII. There shall be one (1) bulletin board in the laboratory.

131. <u>Disability Benefits and Workers' Compensation Plan</u>
Article XIV.

132. <u>Insurance Benefits</u>
Article XV.

133. <u>Pension Plan</u>
Article XVI.

134. <u>General</u>
Article XVII Sections 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17. (See Exhibit A for Sections 3 and 6.)

Exhibit A

<u>Article XII Section E</u>

135. All laboratory employees who have attained seniority prior to the date of this agreement shall be assigned to this seniority unit and will take seniority therein on the basis of their most recent hiring date. Laboratory employees who not have attained seniority, or who will be hired subsequently will, upon attaining seniority, be assigned to the "Laboratory" seniority unit taking positions therein as of the date hired.

Promotion in the "Laboratory" seniority unit will be by seniority in the laboratory and where factors in (b) are relatively equal, length of continuous service will govern:

a. Length of continuous service.
b. Occupational qualifications and ability to perform the work.

<u>Article XII Section F</u>

136. Temporary layoffs to due breakdown, shortage of materials, lack of orders, or causes of like nature not to exceed ten (10) calendar days may be made by the Company irrespective of any provisions of this Agreement. In such cases the Company will in lieu of layoff wherever possible reassign employees to other jobs within the laboratory or the plant during the period of such layoff. An employee may choose to be laid off rather than accept a lower rated job. When assigned to such jobs, the employee shall be paid the old rate of pay for the first thirty (30) days, after which the rate applicable to the new job shall be paid. However, if the employee is transferred to a higher rated job, he shall receive the higher rate of pay.

Article XII Section G

137. Permanent layoffs of more than ten (10) calendar days will not be considered temporary and in this case an employee will have the right to claim job security in the "Laboratory" seniority unit irrespective of shift and where factors in (b) are relatively equal, length of continuous service will govern in accordance with the following procedure.

a. Length of continuous service.
b. Occupational qualifications and ability to perform the work.

138. If it is necessary to reduce the work force in any job classification in the "Laboratory" seniority unit, then the following shall apply:

1. The least senior employee in the classification affected shall be removed and shall displace the least senior employee in the next lower job classification in the order of Technician in Research Classification and Quality Control Technician. In the event a laboratory employee does not have sufficient seniority, he may replace the least senior employee in Department B, Department C, Section 2, Department A, Section 3, or any probationary employee, providing he has the occupational qualifications and ability to perform the work. If accepted, he will be paid the starting rate of the classification.

139. Article XII Section H

When an opening occurs in the Laboratory, only a laid off laboratory technician will be recalled in accordance with her laboratory seniority.

140. Article XII Section J

The Company reserves the right to transfer employees from job to job and from area to area within the Laboratory in order to meet existing conditions and workloads. Individual seniority will prevail.

141. Article XII Section K

After it has been determined that a replacement is needed for a job vacancy or for a newly created job within the "Laboratory" seniority unit, it shall be filled by a qualified employee. The job will be posted on the Company's intranet site for ten (10) calendar days. No postings on Friday. All postings will be removed at 4:00 PM on the tenth (10^{th}) day after which no bidding will be permitted. All job awards will be posted on the Company's intranet site within three (3) days after the bid is awarded. The posting will be considered both internal and external (plant wide) at the same time, with the understanding that any internal bidders will be awarded the job first. If no one bids internally, then the qualified external (plant wide) bidder will be awarded the job.

142. Quality Control Technicians must be topped out in their classification before being eligible to be set up to research classification, except that such Quality Control technician shall be accepted before hiring from outside the plant.

143. Laboratory employees may bid into Department A, Department B, chemical operator trainee, and Department C provided they have the occupational qualifications and ability to perform the work. Successful bidders upon transfer shall receive the minimum rate of the job classification. In any event not to adversely affect operations, the Company may limit the number of successful bids from the laboratory.

144. <u>Article XVII Section 3, Work Performed By Supervisors</u>

It is understood and agreed that employees classified as supervisors may perform work which is ordinarily done by hourly employees only when due to an emergency situation, or instructing new employees, or in the event new methods of operation are introduced. But nothing herein shall prevent a professional employee or equivalent from performing nonroutine experiments, e.g. checking routine results on samples previously analyzed by laboratory technicians, establishing or verifying new procedures on regular products, carrying out laboratory procedures of an exploratory or experimental nature, operating new equipment to perform standard analyses for the purpose of establishing new methods.

It is not the intent of the above examples to have professional employees displace technicians, but rather to set up a clear line of demarcation between routine and nonroutine experiments.

145. <u>Article XVII Section 6</u>

Overtime in the "Laboratory" seniority unit shall be rotated as fairly and equitably as possible among all employees in the same job classification groupings unless such overtime work is of such a nature that it can only be performed by specific individuals or classifications. The groupings which shall apply are as follows:

1. Quality Control
   a) Quality Control Technician
   b) Analytical and Instrumentation Technician
2. Research Technician

The sole purpose of keeping overtime records shall be to aid in the equitable distribution of overtime. A new employee in the grouping shall be credited with the average overtime of all employees in the grouping.

ARTICLE XX
Safe and Healthful Working Conditions

146. The Company and the Union shall use their best efforts to provide for and maintain safe and healthful working conditions for all employees covered by this Agreement. The Company will offer an EKG to each employee as a part of their annual physical.

12 hour workers - Employees shall have a minimum of 2 days off in 21 days.
8 hour workers - Employees shall have a minimum of 2 days off in 28 days.

No person shall work more than 18 of 24 consecutive hours without the express written approval of the Plant Manager.

The company will maintain an updated running total of all employee's days worked and the days not worked for the previous 21/28 days, updated weekly.

If an employee is forced to take off on his/her regularly scheduled work day due to being "worked out" by the above set of standards he/she will be paid at the applicable rate (ie: overtime, double time) had he/she worked such shift. This day shall also be counted as a day worked for the purpose of computing overtime.

No employee will be forced to work more than the maximum number of days appropriate to his/her job classification.

147. The Company and Union agree to the formation and ongoing support of the Joint Safety Committee to deal with matters of safety and health.

148. Each employee may purchase up to two pairs of safety shoes each year. The Company will provide $250 towards the cost of those shoes, orthopedic steel-toe shoes included, when (except under special conditions where the employee cannot be fitted) they are purchased from the vendor's "shoe mobiles" visiting the site. Should the price of the shoes exceed $250 the employee will pay the vendor directly for the balance.

ARTICLE XXI
Termination

149. 1. This Agreement shall become effective this eighth (8th) day of January 2023 at 6:00am and shall continue in full force and effect through the eighth (8th) day of January 2027 at 5:59am and for like periods thereafter unless modified or changed by mutual consent or as hereinafter provided.

If contract effective date (January 8th) is on Monday-Thursday, that year's wage increase will begin on Monday of that week. If Friday – Sunday effective date, that year's wage increase will begin on Monday of the following week.

150. 2. Either party hereto desiring to amend, modify or terminate this Agreement shall give the other party written notice of such intention at least sixty (60) days prior to the termination date of this Agreement. Within fifteen (15) days from receipt of such notice, the Company and the Union will start negotiations on the proposed changes. After a mutual Agreement has been reached on any of the proposed changes, this contract shall be amended to include and give effect to such changes and shall continue in full force for another contractual term. If the parties are unable to agree upon the proposed changes, this contract shall continue in effect as long as negotiations continue.

FOR THE COMPANY	FOR THE UNION
ISP CHEMICALS, LLC CALVERT CITY PLANT, KENTUCK	INTERNATIONAL ASSOCIATION OF MACHINISITS AND AEROSPACE WORKERS, LODGE #1720, AFL - CIO
______________________ Brett Bierbaum	______________________ Bill Benson
______________________ Stacie Baccinelli	______________________ Daren Moore
______________________ Jim Reese	______________________ Christopher L. Harrington
______________________ Patrick Nall	______________________ Rex Greenfield
______________________ Tim Vinceck	______________________ Chandler Williamson
	______________________ Brian DeCaprio
	______________________ Michael Dubs
	______________________ Daniel Egner
	______________________ Jon Noles

EXHIBIT A

August 1, 1969

Mr. Tommy D. Mayfield
International Association of Machinists and
Aerospace Workers, Lodge No. 1720 c/o GAF Corporation
Calvert City, Kentucky

Dear Mr. Mayfield:
This will acknowledge the understanding reached between the parties on Wednesday, July 23, with respect to time off for vacations.

The Company agrees that employees who are required to take their vacation during the regular vacation shutdown and who subsequently desire time off not to exceed two weeks for personal reason shall be granted a leave of absence for this period provided production requirements are such that a leave of absence without pay can be given at a time mutually agreed to.

Very truly yours,
GAF CORPORATION Frank J. Harold
Manager, Personnel Relations
FJH:rgc
Cc: Mr. J. R. Gray
Mr. Olan Long Mr. J. G. Piccoli File

12-2-95

Minor Maintenance

Operators may be required to perform minor maintenance to the equipment under their charge and maintain such equipment in good operating condition at all times, provided that the work is in the general operating area, involves the use of simple tools and skills, and is safe for the employee to perform. Such maintenance functions have been described by the examples below. This is not intended to be all inclusive, but is intended to be representative of the kinds of work operators can be expected to do.

1. Tightening of valve packing and tightening of loose bonnets to stop leaks.
2. Tighten and adjust packing on agitators and pumps.
3. Add oil to pumps, gear boxes and blowers.
4. Change gaskets on manways to kettles.
5. Temporary wrapping of lines, instruments, and valves to prevent freezing.
6. Add ink as needed to instruments or change ink cartridges.
7. Unplug lines to gauges and pumps.

8. Hammer blinds.
9. Tighten unions; no replacement of unions.
10. Break and unplug transfer lines (quick coupling lines only).
11. Change/install gauges where modification of piping is not required. New installation of gauges by maintenance only.
12. Tighten flanges as needed, excluding plastic lines, high pressure lines, steam lines, and product lines that are grounded.
13. Bandaid up to three quarter inch lines that can be reached from the ground.
14. Replace gaskets on sparkler filters, dual strainers, and FulFlo filters.
15. Changing of light bulbs and panel lights.
16. Miscellaneous painting (during scheduled unit/annual shutdown).

We further agree that operators would utilize “simple”, but appropriate tools in the performance of their duties. The types of tools that operators will be expected to use have been described by the examples below. This is not intended to be all inclusive, but is intended to be representative of the kinds of tools operators will utilize in the performance of their duties.

1. Open/box end wrenches
2. Channel locks
3. Crescent wrenches
4. Screw drivers
5. Snake for quick coupling lines
6. Hammer
7. Pipe wrenches

MEMORANDUM

To: Joe Sills
From: Joe Martucci
Subject: **Twelve Hour Shifts**
Date: 11/17/95

The Company and the Union have agreed to extend the current Twelve Hour Shift Agreement until 12/7/95. The intent of this extension is to continue the twelve hour shifts until the expiration of the current contract.

At the implementation of the new contract the current shifts will remain the same unless either party requests a change under the terms negotiated.

12memo/db 12/07/01
Revision

1995 Collective Bargaining

Twelve Hour Shifts
Memorandum of Understanding

Twelve (12) hour shift schedules for employees assigned to 7 day twenty four (24) hour rotating shifts will be made available as follows:

Twelve (12) hour shifts may be established and considered separately by the following groups:

1. Batch Area – 200, 315 and 334 buildings
2. Continuous Area – North Control, South Control and MVE
3. Specialties Area – 236 and SRU
4. Utilities Area
5. Maintenance and Laborers
6. Laboratory
7. Material Handlers
8. Tank Car Unloaders
9. Gantrez – 240 Building

In each of the above groups a 66&2/3% favorable vote is required to establish twelve (12) hour shifts. Likewise, a 66&2/3% vote is required for employees to elect to return to eight (8) hour shifts. The Company retains the right (the Company will delete the following from this proposal with the understanding that management retains this right anyway) “to determine if, where, and when rotating shift coverage is required and the right” to cancel twelve (12) hour shifts. Changes from one shift schedule to the other will require a transition period of up to three (3) months. Manning changes which result in workers being reassigned to rotating shifts may trigger a vote to change shift schedules.

<u>Hours of Work.</u> Work day begin at 5:50 am and the work week begins at 5:50 on Monday.

Management will request and require all unit/area/department employees to “change shift” at one specified time (between 6:00 and 6:30) for periodically scheduled events such as training, safety meetings, POG meetings, communication meetings, etc. for the employees in the affected unit/area/department.

<u>Wages.</u> The hourly wage rate for employees assigned to twelve (12) hour shifts will be adjusted due to the requirement to pay overtime over forty (40) hours in a scheduled work week. This adjustment in wage rate will result in no significant gain nor loss of earnings for employees.

Hours worked above schedule during the work week will be paid at the unadjusted rate per the overtime provisions of the agreement, including overlap pay.

<u>Holidays.</u> Covered employees will be paid eight (8) hours at the unadjusted rate if they do not work the holiday. Employees who work the holiday will also receive 1.5x the unadjusted rate

for twelve (12) hours and 2x thereafter. Hours missed due to an operating unit shutdown will count for calculating possible overtime.

Jury Duty will be paid at the adjusted rate. Employees released by ten (10:00) a.m. shall work the following night shift if scheduled.

Funeral Leave will be paid at the contract rate of a maximum of two (2) scheduled days.

Vacation. All time off will be converted to total hours. A person who takes a full week of vacation during a 36 hour week will be paid 36 hours paid per the contract. A person taking a full week of vacation during a 48 hour week will be paid 48 hours paid per the contract. Hours left may be scheduled in four (4) hour increments

Overtime. – 12 hour shift coverage will be offered to the adjacent shifts in 6 hour increments, after the off shift operators have been offered a full shift of 12 hours and the 6 hour increments, respectively. No employee will be required to work back to back 18 hour shifts.

Overtime Charging. Hours offered and refused will be charged to the maximum an employee could have worked.

Disability Pay. Employees on twelve (12) hour shifts shall be considered as having worked five (5) days for their scheduled week under Article XIV.

memor12/db 1-8-2008

Memorandum of Understanding
Plant Overtime Charging

An employee will be charged on the overtime list while on vacation, union business, schools/training, jury duty, funeral leave, S&A and leave of absence. Exception is the labor list.

An unanswered call for overtime scheduling will be considered the same as hours refused for tracking purposes. It is the employee's responsibility to ensure that their front-line leader and department management have their current phone number/contact information.

memor12/db 1-8-2019

1995 Bargaining
Company #29
Random Drug Testing

Statement of Policy

Due to the level of risks associated with the operation of ISP (ISP – Calvert City) and the need for all employees and other persons conceivably at risk to feel secure with respect to those operations, it is ISP's policy that all employees be free of the use of illegal drugs.

1. ISP supports sound treatment efforts and encourages employees dependent on drugs to voluntarily seek qualified rehabilitation treatment prior to being randomly selected to submit to a drug and/or alcohol test. Even if an employee seeks assistance through the Employee Assistance Program in a timely manner, he or she may still be disciplined for violations of company rules or policies which otherwise provide an independent basis for disciplinary action.

2. ISP believes that the use of illegal drugs may adversely affect the employee's health, job performance, the safety of fellow employees, the equipment, the work location and the surrounding community.

3. ISP has a policy to prohibit the use of possession of, and the sale or transfer of, and employees having illegal drugs and/or alcohol in their system on company premises. This prohibition includes employees and subcontractors as well. ISP further requires compliance by all employees with all applicable laws relating to alcohol and drugs while on company business.

4. This policy provides for random drug testing and is intended to supplement current company policy now in effect.

5. Any employee who tests positive for illegal drugs or alcohol, refuses to submit to testing, fails to cooperate with testing, will be subject to a suspension without pay for three months provided the employee signs the company's Last Chance Agreement and complies with its requirements, including those relating to the Employee Assistance Program and Alcohol or Drug Misuse counseling, treatment, or rehabilitation. If the employee declines to sign the Last Chance Agreement, then the discipline shall be termination of employment.

6. As used herein, the term "illegal drugs" embraces all mind-affecting substances such as narcotics, depressants, stimulants, and hallucinogens, and includes marijuana. It also includes all drugs which are not legally obtained and those which are legally obtained but which are not being taken as prescribed by a physician.

7. Within certain specific limits, benefits for the treatment of drug dependency, including hospitalization, periods of disability, and rehabilitation are provided to employees under ISP benefit plans.

<u>Coordination of Policy</u>

The Manager of Human Resources will coordinate this policy under the direction of ISP's Calvert City Plant Manager.

<u>Random Drug Screening Program Definition</u>

1. Frequency:
   Random drug screening will occur in such a manner that, within a twelve month period up to 40% of employees at ISP's Calvert City Plant will have received testing for the presence of illegal drugs.

2. Method of Choosing Who is Tested:
   An alphabetical list of all employees at ISP's Calvert City Plant, both union and non-union, will be randomized and assigned a number via computer (blind list) under the direction of the Manager of Human Resources. At any testing, a number of employees, up to ten percent (10%) of the total workforce, at ISP's Calvert City Plant, will be chosen from the blind list and tested during the same day they are chosen. In the event that a chosen employee is not on-site, this employee's name will be discarded for this test only and another will be chosen in their place.

   The Local Union President or designee may be present at the selection of names of employees prior to the test. Results of the test will be reported to the Manager of Human Resources, who will inform both the union President/designee (in the event of positive results for bargaining union employees), and the employee who was tested as soon as possible.

3. In the Event of a Positive Test:
   The employee will be interviewed by the Manager of Human Resources. Where applicable, employees may have a Union representative present and they will be advised of this right before the interview begins. Disciplinary action will be considered up to and including discharge depending on the specific circumstances and background.

   If the employee retains employment with ISP they will be subject to periodic random testing at the discretion of the Company. Refusal to submit to further testing on this basis will result in immediate discharge.

   Refusal to seek help from the EAP and/or comply with any prescribed treatment program will result in immediate discharge.

   Note: This document covers the planned implementation of "random" testing only. It does not affect the current substance abuse policy.

Rdrug3/db/rev2pm,11/21 1/8/05

2005 Bargaining
Company Position
Tank Wagon Connection/disconnection

The responsibility of connecting and disconnecting tank wagons used as temporary storages will transfer to the production personnel (area using the temporary storage) upon the completion of the 250 Warehouse/Track Tank Wagon Servicing Station. Connecting and Disconnecting includes all connections (i.e., transfer hoses, H_2O, N_2, steam, ground strap, etc.) Temporary storages include any tank wagon a production area is transferring in to or out of (from/to the production unit).

12/2/95

2005 Bargaining
Side Agreements

All documents or memoranda concerning work practices at the Plant (referred to as side agreements) are canceled except for the following:

- Uniform Site Wide Overtime Policy/Guidelines
- BST (Behavior Based Safety – Letter of commitment)

It is further agreed that all future memoranda of understanding or agreements shall be entered into only if signed by Union President and Plant Manager.

12/5/98

1995 Bargaining Company
Position Labeling/Lift
Truck Issues

1. Intra-Unit Material Moves

   In situations where production materials (in-process) require movement within the unit to facilitate further processing. In this case operators will perform the movement as required. (ex. 315, 236, 240, 200, 334, etc.)

2. 12/7/98. It is agreed that the warehouse has responsibility for material movement to and from the production staging areas. Moves within the production area will be the primary responsibility of the respective production areas. During the 1998 negotiations we agree that there will be a material handler with a radio who will respond and meet the needs of the maintenance area in regards to fork truck

service, repair, equipment and material movement, in addition to regular material handler duties (except for activities agreed to be performed by maintenance).

Production will assume the responsibility for managing the 241 area. Production personnel will be responsible for activities (housekeeping, material moves, etc.) within this area. Material to be moved from the building will remain the responsibility of the warehouse.

3. Emergency Material Movement

   This issue deals with situations where production will be interrupted without additional production materials.

   a. On midnights where there is no coverage, an operator can move sufficient material as required to complete production. In assessing this issue the overall work involved should be considered. The number of articles or pounds or containers, the distance involved, and the method required, should all be considered. The entire job should not take more than one hour. Operators will be required to keep a log in the warehouse to record any time they are required to do warehouse work on midnights. The operator will be required to record name, date, time, and the material that was retrieved.

      Where production in 236 Building requires an additional tote of intermediate to be removed from 240 to complete the production batch.

4. The Union and Company representatives from Production and Materials will meet after the ratification of the agreement to work together to establish protocol for loading tuggers in the 315 Building.

   Below are Fork Truck activities that can be performed by any qualified Fork Truck operator when necessary for the job being performed:

   - All activities currently being performed by the Production Departments
   - Movement of Fork Trucks for repairs (including PMs)
   - Removal/installation of large motors
   - Assist in scale repair/installations
   - Moving large cable spools
   - Handling large valves
   - Removal/installation of pumps
   - Handling and transporting spare parts (stokers & pump rebuilds, put on pallets for storage)
   - Working on air pallets (moving around in the shop)
   - Laborer Work

12/7/98

1998 Collective Bargaining
Cost Competitiveness
Memorandum of Understanding

The Company and the Union will work together and form a partnership to use problem-solving methods (e.g. Qualpro, KT) to reduce overtime from its current rate to similar industry standard. This process will begin prior to February 1, 1999. This Partnership will work toward standardizing the collection/categorization of overtime data, analyzing the data to identify causes of overtime and to develop recommendations, which will be implemented to achieve similar industry overtime standard.

Example recommendations would include but are not limited to:

- Eliminating non-value work
- Relief operators positions
- Work assignments due to production area permanent shut downs
- Review overtime policies/regulations

1/8/2008

2001 Collective Bargaining
Core Competencies/Skill based Certification
Memorandum of Agreement

At the sole discretion of the company, when technology changes occur where it would be beneficial to the company for its employees' to acquire additional knowledge and/or skills, the company will furnish such training as it decides appropriate.

2005 Collective Bargaining Laboratory Sample Movement Memorandum of Understanding Company and union agree that management may move samples at any given time from one work assignment to another as business needs dictate.

1/8/2019

Utilities Operators – Certification MOU
Memorandum of Understanding

1. All employees successfully bidding to the Utilities Boiler unit operator positions as of January 8, 2011 must complete certification training approved by the company within the first six months of their tenure as boiler operator. Courses will contain classroom training and certification testing.

   ALL existing Utilities Boiler unit operators will be required to complete this same certification training within 24 months of approval of the Cogen unit project for the Calvert City Plant.

2. All employees successfully bidding to the Utilities Waste Treatment operator position as of January 8, 2011 must complete Waste Water Treatment Certification Training sponsored by Kentucky Division of Compliance Assistance.

   This requires that:
   - The employee must attain Class I certification within 18 months of beginning the WWT operator position.
   - An operator must attain Class II certification within 30 months of beginning the WWT operator position.
   - An operator must attain Class III certification within 42 months of beginning the WWT operator position.

   (Note: This is the level of certification required by the state for operation of a WWTP of the size we have.)

   This certification would need to be maintained as necessary through continuing education classes that meet the state certification requirements.

Labor Pool
Memorandum of Agreement

Requirements for consideration for Labor Pool:

- An employee may volunteer for the labor pool overtime.
- Labor pool hours will be rejected if the employee is needed for unit coverage.
- Hours worked for the labor pool will not be tracked for unit overtime purposes.
- When an operator has worked labor pool and is then called to cover a shift for unit coverage, the operator must refuse unit coverage that would violate any Ashland Calvert City requirements for maximum number of hours worked in a 24 hour period or consecutive days worked.

- Labor pool hours will not be used to allow any individual to work more than 40 hours during a week when plant personnel are on scheduled vacation due to plant shutdown. (unless all available individuals on scheduled vacation have been offered and refused)

1/8/2019

Carpenter Craft
Memorandum of Agreement

There shall be a craft formed as part of the Maintenance Department, to be referred to as the Carpenter craft. The Carpenter craft will exist as a separate classification.

- The duties / responsibilities of the Carpenter craft will include-
  - Scaffolding
  - Painting
  - Carpentry work
  - Sign fabrication and installation, stenciling
  - Loading/Unloading of equipment
  - Temporary Tenting
  - Rigging / Flagging for crane
  - Hole watch for maintenance activities
  - Concrete work
  - Insulation

The Craft book will be modified accordingly to reflect the Carpenter's work assignments.
Qualifications / requirements for this position will be determined by the Company.
The pay rate for this classification shall be at 87% of a journeyman maintenance mechanic.

The implementation of the above shall be solely at the Company's discretion.

Memorandum of Understanding
Election Days

In order to ensure all 12-hour shift employees have sufficient time to vote in school, city, state, and national elections, the evening shift change time on Election Day will be moved up 1 hour to allow days shift employees an opportunity to vote. The morning shift change on the following day will also be moved up one hour to recover the hour of work time lost. The result of this change will be an exchange of time that will allow both shifts time to vote without working any additional hours or losing any work hours in the week. The day shift will be paid eleven (11) hours on Election Day, and thirteen (13) hours on the following day. This will result in time and a half for the additional hour worked the following day.

SCHEDULE A – BASE
Base Wage Rates
Effective January 8, 2023

Materials Department	Full Rate
Tank Car Unloader	42.60
Material Handler, A	41.85
Material Handler, B	33.25

Production Department	Full Rate
Packaging Operator (Grandfathered)	38.00*
Packaging Operator	33.25
Shift Relief Packaging Operator	41.85
Chemical Operator	42.60
Shift Relief Chemical Operator	43.40

Utilities Department	Full Rate
Utilities Operator	42.60
Shift Relief Utilities Operator	43.40

SHIFT PREMIUM
Afternoon 65 cents
Midnight 75 cents

Maintenance Department	Full Rate
Maintenance Mechanic/Journeyman	42.60
Laborer	33.25

QC LABORATORY & QA Departments	Full Rate
Quality Control Technician	42.60
Analytical Instrumentation Technician	42.60
Research Technician	42.60
Pilot Plant Technician	45.70
Non-Traditional Technician positions	43.40

Employees in Packaging Operator positions <u>before January 8, 2008</u> will be designated as "grandfathered" and paid at the negotiated wage rate above for the appropriate year.

All relief operators who regularly work 12 – hour shift will receive the adjusted rate.

***Grandfathered Packaging classification will remain until June 30th, 2023**

SCHEDULE A – BASE
Base Wage Rates
Effective January 8, 2024

Materials Department	Full Rate
Tank Car Unloader	44.00
Material Handler, A	43.20
Material Handler, B	34.35

Production Department	Full Rate
Packaging Operator	34.35
Shift Relief Packaging Operator	43.20
Chemical Operator	44.00
Shift Relief Chemical Operator	44.80

Utilities Department	Full Rate
Utilities Operator	44.00
Shift Relief Utilities Operator	44.80

SHIFT PREMIUM
Afternoon 65 cents
Midnight 75 cents

Maintenance Department	Full Rate
Maintenance Mechanic/Journeyman	44.00
Laborer	34.35

QC LABORATORY & QA Departments	Full Rate
Quality Control Technician	44.00
Analytical Instrumentation Technician	44.00
Research Technician	44.00
Pilot Plant Technician	47.20
Non-Traditional Technician positions	44.80

All relief operators who regularly work 12 – hour shift will receive the adjusted rate.

SCHEDULE A – BASE
Base Wage Rates
Effective January 8, 2025

Materials Department	Full Rate
Tank Car Unloader	45.30
Material Handler, A	44.50
Material Handler, B	35.35

Production Department	Full Rate
Packaging Operator	35.35
Shift Relief Packaging Operator	44.50
Chemical Operator	45.30
Shift Relief Chemical Operator	46.15

Utilities Department	Full Rate
Utilities Operator	45.30
Shift Relief Utilities Operator	46.15

SHIFT PREMIUM
Afternoon 65 cents
Midnight 75 cents

Maintenance Department	Full Rate
Maintenance Mechanic/Journeyman	45.30
Laborer	35.35

QC LABORATORY & QA Departments	Full Rate
Quality Control Technician	45.30
Analytical Instrumentation Technician	45.30
Research Technician	45.30
Pilot Plant Technician	48.60
Non-Traditional Technician positions	46.15

All relief operators who regularly work 12 – hour shift will receive the adjusted rate.

SCHEDULE A – BASE
Base Wage Rates
Effective January 8, 2026

Materials Department	Full Rate
Tank Car Unloader	46.65
Material Handler, A	45.80
Material Handler, B	36.40

Production Department	Full Rate
Packaging Operator	36.40
Shift Relief Packaging Operator	45.80
Chemical Operator	46.65
Shift Relief Chemical Operator	47.50

Utilities Department	Full Rate
Utilities Operator	46.65
Shift Relief Utilities Operator	47.50

SHIFT PREMIUM
Afternoon 65 cents
Midnight 75 cents

Maintenance Department	Full Rate
Maintenance Mechanic/Journeyman	46.65
Laborer	36.40

QC LABORATORY & QA Departments	Full Rate
Quality Control Technician	46.65
Analytical Instrumentation Technician	46.65
Research Technician	46.65
Pilot Plant Technician	50.00
Non-Traditional Technician positions	47.50

All relief operators who regularly work 12 – hour shift will receive the adjusted rate.

Adjusted Wage Rates for 12 Hour Shift Worker

	2023		2024		2025		2026	
Production Department	**Adj. Rate**	**Full Rate**	**Adj. Rate**	**Full Rate**	**Adj. Rate**	**Full Rate**	**Adj. Rate**	**Full Rate**
Packaging Operator (Grandfathered)	**37.60**	**38.00**	Eliminate Rate (will go to Packaging Operator Rate July 1, 2023)					
Packaging Operator	**32.96**	**33.25**	**34.03**	**34.35**	**35.01**	**35.35**	**36.04**	**36.40**
Shift Relief Packaging Operator	**41.36**	**41.85**	**42.68**	**43.20**	**43.95**	**44.50**	**45.22**	**45.80**
Chemical Operator	**42.10**	**42.60**	**43.46**	**44.00**	**44.73**	**45.30**	**46.05**	**46.65**
Shift Relief Chemical Operator	**42.88**	**43.40**	**44.25**	**44.80**	**45.56**	**46.15**	**46.88**	**47.50**
Utilities Operator	**42.10**	**42.60**	**43.46**	**44.00**	**44.73**	**45.30**	**46.05**	**46.65**
Shift Relief Utilities Operator	**42.88**	**43.40**	**44.25**	**44.80**	**45.56**	**46.15**	**46.88**	**47.50**
Pilot Plant Technician	**44.65**	**45.70**	**46.10**	**47.20**	**47.46**	**48.60**	**48.82**	**50.00**

**THE ISP HOURLY EMPLOYEE BENEFITS,
CALVERT CITY, KENTUCKY**

**THE ISP WELFARE BENEFITS PLAN,
SUMMARY PLAN DESCRIPTION,
APPENDIX C**

1/8/2023 – 01/8/2027

The providers for the union medical, prescription drug, dental and vision programs will be consistent with the providers for the company medical, prescription drug, dental and vision programs contingent that the provider maintains the existing plan design for the union programs and that there is a two percent or less different per the company's disruption analysis report.

If the company maintains Anthem BC/BS & Express Scripts for the company medical and prescription drug program(s), the union agrees that the provider for the union medical and prescription drug programs will follow the company national account provider for Anthem BC/BS & Express Scripts during any benefit year that the company retains Anthem BC/BS & Express Scripts coverage for its other company medical and prescription drug program(s).

If the company does not retain Anthem BC/BS & Express Scripts medical and prescription drug coverage for its other company medical and prescription drug program(s), and the disruption analysis is greater than two percent, it will retain the current BC/BS provider for the union medical and Express Scripts for the prescription drug plan.

The company will provide the union the disruption report as soon as possible prior to the next benefit year for implementation.

APPENDIX C

THE ISP HOURLY EMPLOYEE BENEFITS
CALVERTY CITY, KENTUCKY
1/8/2023 – 1/8/2027

MEDICAL PROGRAM

The Company shall make available to non-retired employees and their eligible dependents group medical coverage and benefits through a commercially available plan.

ISP offers a Medical Program. The program generally pays a percentage of most covered charges for the available options after you pay any applicable copays, coinsurance and deductibles. For in-network services, once you have satisfied the annual out of pocket maximum, the Program pays 100% of covered charges at the insurer negotiated discounted fee. For out of network covered expense, once you have satisfied the annual out of pocket maximum, the Program pays 100% of the reasonable and customary charge. Your medial plan options are:

MEDICAL PLAN OPTIONS AND EMPLOYEE CONTRIBUTIONS:

80% PPO with FSA (RX included)
The maximum employee contribution increase will be capped at 20% over the previous plan year contributions.

Calvert City Union 80% HDHP with H.S.A. (Rx included)

Plan Year 2023: Contribution cost will be the same as for 2022
For plan years 2023 – 2027
Employees will pay a contribution cost share for this medical option of 21%

Delta Dental 80%:
Plan Years 2023 - 2027: employees will be 36% premium.
For remaining plan years of the duration of contract: The maximum employee contribution increase for Dental will be capped at 20% over the previous plan year contributions

Delta Dental 100%:
Plan Years 2023 - 2027: employees will pay 40% of premium.

For remaining plan years of the duration of contract: The maximum employee contribution increase for Dental will be capped at 20% over the previous plan year contributions

For Plan Year 2023: Option 1: BC/BS 80% PPO
Effective 1/1/23: Option 1: 80% PPO

For additional information about plan benefits, call BC/BS Member Services at (800) 858-4948.

PLAN PROVISION	IN NETWORK	OUT OF NETWORK
Deductible	None for preventative care All Out-Patient Services $200 Individual $400 Family	$2,500 per Individual $5,000 per Family
Coinsurance	80%	50%
Out-of-Pocket Maximum	$2,500 $5,000	$7,500 per Individual $15,000 per Family
Lifetime Maximum	Unlimited	Unlimited
COPAYMENTS	**IN NETWORK**	**OUT OF NETWORK**
Office Visits	80% after Deductible	50% after Deductible
Urgent Care	80% after Deductible	50% after Deductible
Emergency Room	$150 Co-pay per visit then 80%	$150 per visit then 50%
ALL Inpatient Hospital Services*	$350 per admission then 80%	50% after Deductible*
SERVICES	**IN NETWORK**	**OUT OF NETWORK**
Allergy	80% after Deductible	50% after Deductible
Durable Medical Equipment	80% after Deductible	50% after Deductible
Emergency Care **Emergency Room –** Copayments waived if admitted **Urgent Care – Ambulance**	$150 per visit then 80% 80% after Deductible 80%	$150 per visit then 50% 50% after Deductible 50%
Home Health Care – 40 Visits per calendar year	80% after Deductible	50% after Deductible
Hospice	80%	50% after Deductible
ALL Inpatient Hospitalization*	$350 Co-Pay per Admission then 80%	50% after Deductible
Lab and X-Ray Services Out Patient **Lab and X-Ray Services In Patient**	80% after Deductible 80% after $350 Hospital Co-Pay	50% after Deductible
Maternity Care • **Prenatal office visits** • **Inpatient Hospital Delivery***	80% after Deductible $350 Co-Pay per Admission then 80%	50% after Deductible 50% after Deductible
Preventive Services		

• **Annual Wellness exams – (Adult Care)** • **Annual Wellness exams – Child care (up to age 19)** • **Immunizations (without exam, up to age 19)** • **Mammography** • **Colonoscopy**	100% No Deductible 100% No Deductible 100% No Deductible 100% No Deductible 100% No Deductible	Not Covered Not Covered Not Covered 50% after Deductible 50% after Deductible
Rehabilitation • **Inpatient Therapy*** • **Outpatient Therapy** (physical & chiropractic/spinal manipulation) Limit of 30 visits per condition per calendar year • **Outpatient Therapy** (speech or occupational) Limit of 30 visits per condition per calendar year • **Outpatient Therapy** (pulmonary & cardiac) Limit of 30 visits per condition per calendar year	$350 Co-pay per Admission then 80% 80% after Deductible 80% after Deductible 80% after Deductible	50% after Deductible 50% after Deductible 50% after Deductible 50% after Deductible
Skilled Nursing Facilities – 60 days per calendar year	$350 Co-Pay per Admission then 80%	50% after Deductible
Surgery • **Inpatient*** • **Outpatient**	$350 Co-Pay per Admission then 80% 80% after Deductible	50% after Deductible*
Organ Transplant* - When URN is used, $10,000 travel/lodging benefit.	$350 Co-Pay per Admission then 80%	Not Covered
Mental Health & Substance Abuse • **Inpatient** • **Out Patient**	80% after $350 Hospital Co-Pay 80% after Deductible	50% after Deductible 50% after Deductible
***Insurer must be notified prior to inpatient admission. Without notification, a $500 penalty per occurrence is applied.**		

For Plan Year 2023: Option 2: BC/BS 80% HDHP
Effective 1/1/23: Option 2: 80% HDHP

For additional information about plan benefits, call BC/BS Member Services at (800) 858-4948

PLAN PROVISION	IN NETWORK	OUT OF NETWORK
• Deductible **• Deductibles shall minimally reflect the amount under IRS government requirements to qualify as a high deductible plan for each plan year and may be adjusted from time to time.**	$1500 per Individual $3000per Family	$2,500 per Individual $5,000 per Family
Coinsurance	80%	60%
Out-of-Pocket Maximum	$3,000 $6,000	$6,000 per Individual $12,000 per Family
Lifetime Maximum	Unlimited	Unlimited
COPAYMENTS	**IN NETWORK**	**OUT OF NETWORK**
Office Visits	80% after Deductible	60% after Deductible
Urgent Care	80% after Deductible	60% after Deductible
Emergency Room	80% after Deductible	60% after Deductible
ALL Inpatient Hospital Services*	80% after Deductible	60% after Deductible
SERVICES	**IN NETWORK**	**OUT OF NETWORK**
Allergy	80% after Deductible	60% after Deductible
Durable Medial Equipment	80% after Deductible	60% after Deductible
Emergency Care **• Emergency Room – Copayment waived if admitted** **• Urgent Care** **• Ambulance**	 80% after Deductible 80% after Deductible 80% after Deductible	 60% after Deductible 60% after Deductible 60% after Deductible
Home Health Care – 40 visits per calendar year	80% after Deductible	60% after Deductible
Hospice	80% after Deductible	60% after Deductible
ALL Inpatient Hospitalization*	80% after Deductible	60% after Deductible*
Lab and X-Ray Services Out Patient	80% after Deductible	60% after Deductible

Lab and X-Ray Services In Patient		
Maternity Care • **Prenatal office visits** • **Inpatient Hospital Delivery***	 80% after Deductible 80% after Deductible	 60% after Deductible 60% after Deductible
Preventive Services • **Annual Wellness exams – (Adult Care)** • **Annual Wellness exams – Child Care (up to age 19)** • **Immunizations (without exam, up to age 19)** • **Mammography** • **Colonoscopy**	 100% no Deductible 100% no Deductible 100% no Deductible 100% no Deductible 100% no Deductible	 100% no Deductible 100% no Deductible 100% no Deductible 100% no Deductible 100% no Deductible
Rehabilitation • **Inpatient Therapy*** • **Outpatient Therapy** (physical & chiropractic/spinal manipulation) Limit of 30 visits per condition per calendar year • **Outpatient Therapy** (speech or occupational) Limit of 30 visits per condition per calendar year • **Outpatient Therapy** (pulmonary & cardiac) Limit of 30 visits per condition per calendar year	 80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible	 60% after Deductible* 60% after Deductible 60% after Deductible 60% after Deductible
Skilled Nursing Facilities – 60 days per calendar year.	80% after Deductible	60% after Deductible
Surgery • **Inpatient*** • **Outpatient**	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Organ Transplant* - When URN is used, $10,000 travel/lodging benefit	80% after Deductible	Not Covered

Mental Health & Substance Abuse • **Inpatient** • **Outpatient**	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible
Prescription Drugs • **Generic** • **Preferred** • **Brand** **Prescription Drugs Preventive** • **Generic** • **Preferred** • **Brand**	80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible	Not Covered Not Covered
***Insurer must be notified prior to inpatient admission. Without notification, a $500 penalty per occurrence is applied.**		

If a covered employee or family member is out of the network area and needs emergency treatment for a life threatening condition, the provider charges will be treated as being in network.

ACTUAL 2023 Monthly EMPLOYEE MEDICAL/Rx CONTRIBUTIONS

80% PPO (Including Rx)	2023 Monthly Contributions
Employee Employee + 1 Child Employee + Spouse Employee + Children Family	$242.87 $364.31 $485.74 $607.18 $728.62
80% HDHP (including Rx)	2023 Monthly Contributions
Employee Employee + 1 Child Employee + Spouse Employee + Children Family	$101.91 $152.87 $203.82 $254.78 $305.73

PRESCRIPTION DRUGS

ISP offers employees a Prescription Drug Program. You must be enrolled in the Medical Program to receive prescription drug coverage under the Prescription Drug Program.

Prescription Drug Program

Prescription Drug	Retail Pharmacy Program	Mail Order Program**
Generic Copay*	$10.00 per 30 day supply 90 day supply $45.00	$10.00 per 90 day supply
	Plan pays 100% of remainder	Plan pays 100% of remainder
Performance RX	$35.00 per 30 day supply 90 day supply $105.00	$70 per 90 day supply
	Plan pays 100% of remainder	Plan pays 100% of remainder
Brand Name	$50 per 30 day supply 90 day supply $150	$100.00 per 90 day supply
	Plan pays 100% of remainder	Plan pays 100% of remainder
Specialty Rx	$70 per 30 day supply 90 day supply $120.00	$120 per 90 day supply
	Plan pays 100% of remainder	Plan pays 100% of remainder

***Generics First Program:** You are encouraged to use the generic equivalent when available. If you or your doctor requests the Brand Name Drug when a Generic Substitute is available, you will pay the higher Brand Name copay at the retail pharmacy or through the mail order program.*

*****Mail Order is Voluntary:** You may fill your maintenance drugs (medications you take for longer than 30 days) through the Mail Order Program.*

Clinical Coverage Management: You less expensive PPIs & SSRIs
Try one or more specified drugs that are less expensive to treat ulcers/GERD and depression.

Appendix C Modifications

Rx (prescription) Utilization Management

Effective January 1, 2020, Union employees will be covered by the **Rx (prescription) Utilization Management** program described in “Calvert City 2018 Negotiations – Benefits Company Proposal” document communicated to the Union on 12/3/2018 and summarized below.

PROGRAM	ABOUT
Step Therapy	Promotes the safe and effective use of a less expensive, yet clinically effective, therapeutic alternative medication.
Prior Authorization	Promotes the safe and effective use of medications per their FDA approved uses.
Drug Quantity Management	Manages drug costs by aligning the dispensed quantity of medication with the FDA-approved dosage guidelines.

- This program will apply to all Union employees in the Calvert City Union HD Plan.
- This program will also be included in the 80% PPO plan.

Mental Health & Substance Abuse

ISP offers an Employee Assistance Program (EAP) and a Mental Health and Substance Abuse Program. The EAP Program provides for 8 general sessions at no cost to the member. Call the Mental Health and Substance Abuse toll free number, 1-800-522-6330 for assistance with Mental Health and Substance Abuse benefits (see the applicable Summary Plan Description for complete program details).

DENTAL

ISP offers two dental options under the Dental Program. The cost of you is based on the amount of the deductible and the out-of-pocket limit. You options are:

Dental Program Summary

Covered Expenses	Options 1 – 80%	Option 2 – 100%
Deductible	$50 Individual/$100 Family	$50 Individual/$100 Family
Coinsurance	80% Preventive & Diagnostic	100% Preventive & Diagnostic Deductible does not apply
	80% Minor Restorative	80% Minor Restorative
	50% Major Restorative	50% Major Restorative
	50% Orthodontia	50% Orthodontia
Annual Benefit Maximum	$1,500 per covered person	$1,500 per covered person
Orthodontia Lifetime Maximum	$2,000 per covered person	$2,000 per covered person

The employee 2023monthly costs for the two Dental Program options are as follows:

Dental 80% PPO	**2023 Monthly Contributions**
Employee Employee + 1 Child Employee + Spouse Employee + Children Family	$9.60 $13.91 $17.95 $23.32 $27.24
Dental 100% PPO	**2023 Monthly Contributions**
Employee Employee + 1 Child Employee + Spouse Employee + Children Family	$11.91 $17.98 $23.56 $29.95 $35.64

Vision

ISP offers a Vision Program. The program covers services for exams, frames, lenses, and contacts. <u>The Vision Program is fully insured through the insurer and is a 100% employee paid benefit. The insurer determines and sets the annual premiums.</u>

Vision Program Summary

Covered Services	**In-Network**	**Out of Network***
Eye Exam (every 12 months)	$15 Copay	Up to $50 reimbursement
Lenses (every 12 months)		
Single	$25 Copay	Up to $50 reimbursement
Bifocal	$25 Copay	Up to $75 reimbursement
Trifocal	$25 Copay	Up to $100 reimbursement
Frames (every 24 months)	$120 allowance, plus 20% off any out of pocket expense over $120.	Up to $70 reimbursement
Contacts (every 12 months)	$105 allowance. Either contact lenses or regular lenses, not both in the same 12 month period.	Up to $105 reimbursement

The employee 2023 monthly costs for the Vision Program are as follows:

Vision (Premiums set by VSP)	**2023 Monthly Contributions**
Employee	$8.35
Employee + 1 Child	$11.85
Employee + Spouse	$11.85
Employee + Children	$21.14
Family	$21.14

For remaining plan years of the duration of the contract will be determined by the insurer.

FLEXIBLE SPENDING ACCOUNTS

The Flexible Spending Account Program allows you to contribute part of your salary to either the Health Care Flexible Spending Account and/or the Dependent Care Flexible Account on a pre-tax basis. In many case, expenses that are not paid by ISP's other benefit programs will be reimbursed under the Health Care or Dependent Care Accounts on a tax-free basis.

Because the Flexible Spending Accounts are employee benefits involving tax-free dollars, the government places restrictions on them:

- You must spend everything you set aside each Plan year or forfeit the balance of you accounts.
- Your money cannot be transferred between two accounts.
- You cannot stop or change contributions during the Plan Year unless you have a Qualified Family Status Change.

Flexible Spending Account Program Summary

Program	**Health Care Account**	**Dependent Care Account**
FSA Program shall reflect the amount under IRS government requirements for each plan year and may be adjusted from time to time.	Up to $3050 for calendar year 2023.	Up to $5,000 per calendar year, if you file your taxes as married, filing jointly or head of household, otherwise, $2,500
Eligible Expenses*	Expenses for you, your spouse and/or any dependents you list on your federal income tax return that could be deducted on your tax return that have not been reimbursed by other coverage.	Expenses to care for your dependents under age 13 or a disabled adult that allow you to work.
Special Notes	You cannot deduct reimbursed expenses on your federal income tax return.	You cannot use reimbursed expenses for Earned Income Credit, which may be more advantageous if family income is below $25,000.

LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT

ISP offers the Life Insurance and Accidental Death and Dismemberment Program.

Group-Term Life Insurance Coverage Options

	Basic Coverage **1x Base Pay**	**Supplemental Coverage** **1x to 4x Base Pay**
Coverage Level* **Employee Contribution** – (includes AD&D)	Employee Paid Basic coverage of one times your annual base pay to maximum $1.5M (amounts under $500,000, no EOI required) $.126/$1,000 of annual base pay	One to four times your annual base pay to maximum 1.5M (amounts under $500,000, no EOI required) $1.5M is combined maximum with Employee Paid Basic coverage and Supplemental Your premium schedule will be provided to you at the time of enrollment.
Coverage Combined maximum	$1,500,000	$1,500,000

Payments at your death will be made to your named beneficiary in a lump sum or if you so elect, in installments. Requests for amounts of benefits other than those which you are entitled in accordance with this schedule cannot be accepted.

Dependent Group – Term Insurance

Spouse Group-Term Life Insurance is also available. Dependent Life Insurance is available for children in the amount of $7,500 each for each child. You pay the full cost of these benefits.

Spouse Group – Term Life Coverage

	Basic Coverage
Coverage/Maximum Benefit	1X to 3X to Maximum $100,000 (employee paid)

Spouse Group – Term Life Insurance premiums will be supplied to you at the time of open enrollment.

Child Group – Term Life Insurance Coverage

	Child 14 days **or younger**	Child 15 days **to six months**	**Child older than six months**
Coverage	Not available	$100 per child	$7,500 per child

Child Group – Term Life Insurance is available for children in the amount of $7,500 each at the employee cost of $11.16 per year for each child.

A one-time open enrollment for Group – Term Life Insurance (no evidence of insurability for amounts under $500,000) will be offered for the 2008 plan year (effective 4/1/08) only.

<u>You are automatically the beneficiary for your dependent's Group – Term Life Insurance. There is no AD&D coverage for Dependent Group – Term Life Insurance.</u>

Accidental Death and Dismemberment

The Accidental Death and Dismemberment is an amount equal to the amounts for which the employee is insured under the Basic and/or the Supplemental Employee Group-Term Life Insurance coverage. For this purpose only, those amounts will be the amounts as determined above, except that if your Basic and/or Supplemental Employee Group-Term Life Insurance coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this coverage.

Changes in Amounts of Life Insurance

<u>If at a later date your rate of compensation changes or the insurance carrier increases the premium, your benefits and contributions will be changes to conform with the schedule without any action on your part.</u> Insurance premiums can change every January 1.

a. Effective date of insurance increase – on the effective date of the increase in your rate of compensation.
b. Effective date of insurance reduction – on the effective date of the reduction in your rate of compensation.

If you are not actively at work on the date such change is to be made, the change will not become effective until the day you return to active work.

Life Insurance Benefits During Total and Permanent Disability (PTD)

Benefits will be payable at one (1) times annual base pay, excluding AD&D under Total and Permanent Disability if:

1. You are Totally and Permanently Disabled while you are a Covered Employee; and
2. You are less than age 60 when your Total and Permanent Disability starts; and
3. For the entire year before your Total and Permanent Disability began, you were continuously insured under either:
    - This Coverage; or
    - This Coverage and any rider or group contract replaced by this Coverage.

You are Totally and Permanently Disabled when:

1. You are not working at any job for wage or profit; and
2. Due to sickness, injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience; and
3. Your disability is such that condition (2) of this definition will be met for the rest of your lifetime; or
4. You have suffered loss of:
    - The sight of both eyes, totally and permanently;
    - The use of both hands;
    - The use of both feet; or
    - The use of one hand and one foot.

You must give the insurer written proof that you are Totally and Permanently Disabled before payments start. Proof must be given within one year after you cease to be a Covered Employee due to the fact that a premium payment is not made. To continue payments, you must give the insurer written proof of continued Total and Permanent Disability at these times:

1. Once each year that your Total and Permanent Disability continues; and
2. At such other times as the insurer requires. But this (2) applies only for two (2) years after the insurer receives the first proof of Total and Permanent Disability.

Your Disability Benefit Amount at the start of your Total Disability is payable in 60 monthly installments. The Disability Benefit Amount will be based on **one (1) times** annual base pay. Monthly payments are computed at the rate of $18.00 per $1,000 of the Disability Benefit Amount unless this would result in a monthly payment of less than $50.00. In that case, the payments will be reduced in number and increased in amount so as to give, on the basis of interest at the effective rate of 3 ½ % per annum, the greatest number of payments which are not less than $50.00 each. The first monthly payment is due on the later of:

1. Three months after the insurer receives the proof of Total and Permanent Disability.
2. Six months after Total Disability began.

The other payments are due on the corresponding day of each month thereafter.

Employees are responsible for paying for one (1) times annual base pay on the Total and Permanent Disability at a rate of $.126 per $1,000 of annual base pay. If your death occurs while you are actively at work (not out on a PTD leave), your Basic Life Insurance amount will also be based on one (1) times your annual base pay.

Extended Death Benefit During Long Term Disability (Waiver of Premium)

If you meet the conditions below, your death benefit protection (your current Supplemental Group-Term Life Insurance Amount of one (1) times to four (4) times annual base pay, excluding AD&D) may be extended while you are Totally Disabled.

The conditions referred to above are:

- You become Totally Disabled while you are a Covered Employee.
- You are less than age 60 when your Total Disability starts.

You are "Totally Disabled" when:

1. You are not working at any job for wage or profit; and
2. Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fit by your education, training or experience.

Your extension protection ends if and when:

1. Your Total Disability ends; or
2. Your death benefit protection has been extended for 30 months (24 months plus the 6 month elimination period); or
3. You fail to furnish any required proof that your Total Disability continues; or
4. You fail to submit to a medical exam by doctors named by the insurer when and as often as requires. After two (2) full years of this protection, the insurer will not require an exam more than once a year.

<u>For Retired Employees</u>

The following arrangement has been made for employees retired by ISP provided the employees have been insured under the ISP Group – Term Life Insurance Plan for a period of five years or more on the date such retirement commences.

During your first year of retirement the full amount of your life insurance protection can be continued. A single contribution of $1.80 per $1,000 will be the total cost to you for this insurance. On the first anniversary date of your retirement, your Group – Term Life Insurance will be discontinued and $3,500 of Death Benefit will be provided under the terms of the ISP Death Benefit Plan for Retired Employees.

If, at retirement, you elect not to make the above contribution, your insurance will be $3,500.

Accidental Death and Dismemberment insurance will be canceled at the time you retire.

Effective January 1, 2016, during your first year of retirement the full amount of your life insurance protection can be continued. A single contribution of $1.80 per $1,000 will be the total cost to your for the insurance. On the first anniversary date of your retirement, your Group – Term Life Insurance will be discontinued and $5,000 of Death Benefit will be provided under the terms of the ISP Death Benefit Plan for Retired Employees.

If, at retirement, you elect not to make the above contribution, your insurance will be $5,000.

Accidental Death and Dismemberment insurance will be canceled at the time you retire.

Long Term Disability

Long Term Disability

The Company provides a Long Term Disability (LTD) Insurance Program.

There are three LTD Program choices which differ only in the level of pay they replace. Your choices include:

Long Term Disability Options

LTD Program Option	Benefit Provided	Minimum Monthly Benefit"	Maximum Monthly Benefit
50% Coverage **Employee Contribution** - $.40/$100 of annual base pay	50% of base monthly pay after 180 day waiting period on STD.	$100	$12,500
60% Coverage **Employee Contribution** - $.68/$100 of annual base pay	60% of monthly pay after 180 day waiting period on STD.	$100	$12,500

67% Coverage **Employee Contribution** - $.82/$100 of annual base pay	67% of base monthly pay after 180 day waiting period on STD.	$100	$12,500

**The Minimum Monthly Benefit is the amount paid by the LTD Program if other sources of income, such as Social Security Disability or Worker's Compensation, are being received and these benefits equal or exceed your total LTD benefit.*

A one time open enrollment for Long Term disability (no evidence of insurability) will be offered for the 2008 plan year (effective 4/1/08) only.

Changes in Amounts of Long Term Disability

If at a later date your rate of compensation changes or the insurance carrier increase the premium, your benefits and contribution will be changed to conform with the schedule without any action on your part. Insurance premiums can change every January 1.

Other Benefit Coverage while on LTD

Effective January 8, 2019 employees who have satisfied the 180 – day elimination period and have been approved for Long Term Disability (LTD) benefits may be able to continue their current active benefit plans and pay the applicable active hourly contributions (medical, prescription, dental and vision) for themselves and their eligible dependents. Benefit coverage may continue until the employee on LTD is no longer totally disabled or upon the expiration of eighteen (18) months, whichever occurs first. Upon the expiration of eighteen (18) months, COBRA continuation coverage will be offered.

Any employees on LTD that becomes Medicare eligible must sign up for Medicare. Medicare will become the primary insurance. Any insurance purchased from the Company will become secondary.

It is the employee's responsibility to enroll in Medicare in a timely manner and pay the appropriate Medicare premiums accordingly.

ISP 401(k) Plan

Upon eligibility you can contribute from 1% to 30% of your pay on a pre-tax basis and from 1% to 10% on an after – tax basis.

For each Plan Year, ISP will match 66 and two – thirds up to the first 6% of your pretax contributions you make in a calendar year not to exceed 4% of your gross compensation, subject to the applicable legal limits.

Effective April, 1, 2011, employees who have exhausted the 180 – day elimination period and have been approved for Long Term Disability (LTD) benefits by the insurer will no longer receive the Company Annual Contribution in their ISP 401(k) account.

RETIREE MEDICAL

401(K) Contribution

For employees under age 55 (as of 12/31/92), the Company will contribute on a pre – tax basis to the individual's ISP 401(k) Plan an annual amount (paid monthly) for employees to use to purchase medical coverage at retirement. The employee does not have to be contributing to the 401(k) Plan to receive this payment. The annual amount is in accordance with the following schedule contributions.

Age	Company Annual Contribution
Less than 30	$50
30 – 39	$100
40 – 49	$250
50 – 59	$500
More than 60	$750

Retiree Medical Prior to February 1, 1993

Employees who retired prior to February 1, 1993 and were under the age 65 and their spouses under age 65 were allowed to continue their medical insurance until they reach age 65 by paying the following premium:

Employee and spouse under age 65 - $55.50/month

Individual employee or spouse under age 65 - $27.75/month

(Dental Insurance is not included.)

Retiree Medical Cost Subsidy

Employees who reach the age of 59, 60 and 61 and retire will be provided with a one – time payment of thirty five hundred dollars ($3,500.00) grossed up.

Employees are 55 or over and have 10 years of service as of 12/31/92 were given the opportunity to choose either a subsidy (direct payment) from ISP up to $1,000 per year (based on the plan you are in) to help pay for Medicare supplement insurance (AARP Plans) or choose the 401(k) annual contribution. This subsidy is transferable to the employee's spouse upon the employee's death.

Should the employee elect to retire early, this subsidy applies to the current medical insurance based on 100% of COBRA (pseudo) premiums. This benefit applied for employees who reach age 55 and had 10 years of service between 12/31/92 and 12/6/95.

Effective 12/7/95, the subsidy (direct payment) will be $2,000 for single coverage and $2,500 for employee plus one (+1) or family coverage.

Effective 10/1/98, the subsidy for employees who are single and reach the age of 65 will be reduced to $1,000. For married employees who have a younger spouse, the subsidy will remain at $2,500 until the employee's spouse reached the age of 65 at which time the subsidy will be reduced to $1,600.

401(k) employees who retire before age 65 may purchase for their spouses and themselves insurance at COBRA (pseudo) Company blended rates until age 65. Employees at age 65 and their spouses will be able to purchase an AARP plan.

In either case, as long as the employee is covered by a qualified (Company sponsored) medical plan and moves directly into retirement, they may purchase insurance for themselves or their spouses with a no pre – existing conditions clause.

Retiree Medical Effective April 1, 2008 to January 7, 2011

Eligibility

Age 61 to the applicable Social Security Legal Retirement Age.

Employees who are age 61 or turn age 61 during the term of this agreement, and their eligible dependents will be eligible for retiree medical coverage under the terms negotiated until the employee reached his/her Social Security Legal Retirement Age. This program provides for the employee to have access to medical PPO 100%, PPO 80% or PPO 85% options, prescription, dental (100% or 80% option) and vision for this period of time.

Retiree Premiums

The retiree's medical cost share will be 35% of the total active hourly cost, prescription, dental and vision benefit costs will remain the same as the active hourly benefit costs on the year they retire.

In the event of the retiree's death prior to their becoming eligible for Medicare, their eligible dependents will be covered at the applicable retiree cost share (medical 35% of the total active hourly cost, prescription, dental and vision same as active hourly benefit costs) until the retiree would have been eligible for Medicare.

Retiree Medical Effective January 9, 2011

Effective January 9, 2011, Retiree Medical will no longer be offered to employees hired on or after January 9, 2011. Retiree Medical will no longer be an offering to new hires for the duration of the new contract.

Eligibility

Employees hired prior to January 9, 2011, who are age 61 or turn age 61, and their eligible dependents will be eligible for retiree medical coverage under the terms negotiated until the employee reaches age 65. Their spouse will remain eligible for retiree medical until he/she reaches age 65. This program provides for the employee, and any eligible dependents, to have access to the Medical 80% PPO, prescription drug, dental (100% and 80% PPOs) and vision coverage.

Retiree Premiums Age 61 up to 65: Effective April 1, 2011 to December 31, 2019

The retiree's medical, prescription and dental cost share will be 35% of the current total active hourly cost. The retiree's vision cost share will be 100% retiree paid. The retiree premiums and plan designs can change each calendar year along with any negotiated annual changes for the active hourly. A 10% cap will apply on medical contribution increase year over year and a 7% cap will apply on prescription and dental contribution increases year over year. Vision will be determined by insurance carrier.

Effective January 1, 2016 the retiree's medical, prescription and dental cost share will be 35% of the current total active hourly cost. The retiree's vision cost share will be 100% retiree paid. The retiree premiums and plan designs can change each calendar year along with any negotiated annual changes for the active hourly. A 16% cap will apply on medical contribution increases year over year and a 15% cap will apply on prescription and dental contributions increases year over year. Vision will be determined by insurance carrier.

In the event of the retiree's death prior to their becoming eligible for Medicare, their surviving eligible dependents will be covered at the applicable retiree cost share as follows:

Medical, prescription and dental cost share will be 35% of the current total active hourly cost. The vision cost share will be 100% retiree paid. The eligible dependent premiums and plan designs can change each calendar year along with any negotiated annual changes for the active hourly. A 10% cap will apply on medical contribution increases year over year and a 7% cap will apply on prescription and dental contribution increases year over year. Vision will be determined by insurance carrier.

Effective January 1, 2016 medical, prescription and dental cost share will be 35% of the current total active hourly cost. The vision cost share will be 100% retiree paid. The eligible dependents premiums and plan designs can change each calendar year along with any negotiated annual changes for the active hourly. A 16% cap will apply on medical contribution increases year over year and a 15% cap will apply on prescription and dental contribution increases year over year. Vision will be determined by insurance carrier.

Retiree Medical Effective January 8, 2019

If applicable, Retirees must sign up for MEDICARE Part A & B when first eligible as the Retiree medical program is secondary to MEDICARE (per hISP Summary Plan Description).

Employee must be age 61 to 64 to be eligible for Retiree Medical and must satisfy all eligibility provisions as cited in current contract language for retiree medical.

Individuals approved for Long Term Disability are not eligible for Retiree Medical, unless they satisfy the Retiree Medical eligibility criteria.

Retiree Medical does not apply to any active or inactive employee under the age of 61.

Retiree Plans and Premiums (contributions) Age 61 and up to 65: Effective January 1, 2020

Effective January 1, 2020, Retiree medical, prescription and dental plan designs and contributions will be the same as the current active hourly employees' plan/designs and contributions.

Reset baseline retiree under age 65 pseudo rates to equal active hourly employee rates.

Require flat % contributions for Retiree cost share as follows: 35% for Medical/RX and 65% for Dental – 100% option and 45% for Dental – 80% option.

Pension

I.A.M Pension Plan

ISP shall contribute to the I.A.M. National Pension Fund, National Pension Plan, the terms which are set forth in a separate document, for each hour/day or portion thereof for which employees in all job classifications covered by this agreement are entitled to receive pay under this agreement as follows:

The Pension for 2023-2026 will be:

Effective 1/8/2023 $3.20 per hour

The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays.

Included as "hours worked" will be:

Paid holidays, paid vacation, jury duty, funeral leave, those periods limited to 26 weeks for any disability during which an employee received payment under Accident and Health Benefits or Worker's Compensation Benefits, time spent in formal contact labor negotiations between the Union and the Company, excused time for the conduct of official union business (up to 60 days per year) and Long-Term Disability.

Company Pension Plan – Defined Benefits

Retirement Plan for Hourly Paid Employees of ISP, the terms of which are set forth in a separate document, were frozen for all hourly employees under age 55 effective December 10, 1992. However, their credited service stops effective January 31, 1993. Their retirement program will include the Company matching contributions to the ISP 401(k) Plan under the terms of that plan which are set forth in a separate document. All affected employees will be vested in their pension and will receive benefits when eligible.

Eligible employees who previously elected the defined benefit pension will have their pension multiplier frozen at $33.50.

Credited Service

This refers to the period of continuous service for an employee covered under the Plan for each year of service. An employee will be credited for each 133 hours worked during a Plan Year, but in no case can be Credited Service exceed Continuous Service in that Plan Year.

Included as “hours worked” will be (1) paid holidays; (2) paid vacation; (3) jury duty; (4) funeral leave; (5) those periods limited to 26 weeks for any disability during which an employee received payment under Accident and Health Benefits or Worker’s Compensation Benefits; (6) time spent in formal contract labor negotiations between the Union and the Company; (7) excused time for the conduct of official union business up to 60 days per year and (8) Long Term Disability.

Normal Retirement Date

The first day of the month coinciding with or next following your 61st birthday will be your normal retirement date.

If you continue employment past your normal retirement date, upon actual retirement you will receive your retirement benefit calculated for the total year of Credited Service.

Disability Retirement

If you sustain a total and permanent disability, either occupational or nonoccupational, you shall be entitled to receive a benefit computed as shown under “Normal Retirement Benefit”, providing you have:

a. Completed 5 years of continuous service;
b. Not previously elected Early Retirement; and
c. Are entitled to receive disability benefits under the Social Security Act.

Early Retirement

If you are between the age 55 and 61 (or you are disabled to the extent that you cannot be gainfully employed by the Company), you may retire before age 61, based on your credited service to such early retirement date. The benefit payable will be computed as shown under “Normal Retirement Benefit” reduced by one – third (1/3) of one percent (1%) for each month by which employee’s early retirement date recedes his normal retirement date.

Surviving Spouse Benefits

If you die prior to your normal retirement date, but after you have vested rights, your spouse will receive a lifetime pension in an amount equal to that which would have been payable on the first of the month following your death had you elected a Qualified Joint and Survivor Annuity. The pension will be payable when the deceased would have reached age 55. This benefit would be continued and divided equally among any minor children should your spouse die prior to their eighteenth birthday or marriage, whichever occurs first.

In the event there is no surviving spouse, the benefit, as indicated above, will be divided equally among any minor children and paid to them until their eighteenth birthday, marriage, or death, whichever occurs first.

Normal Form of Payment

Under the Employee Retirement Income Security Act of 1974, the normal form of retirement benefit paid to a married retiree is in the form of 100% Joint and Survivor Annuity. This form of benefit provides you with a reduced retirement benefit for as long as you live. On your death, if your spouse survives you, your spouse will receive that same monthly pension for life. However, you do have the option to elect another form of retirement in its place as indicated below. Single retires, of course, must take another form of retirement benefit.

Life Annuity

Under the Life Annuity you will receive your pension for as long as you live.

Contingent Annuitant Options

You may continue benefits to your spouse, children or anyone you so specify, close to you, by electing the Contingent Annuitant Option. This option gives you a reduced income for life, and provides for the continuance of all or part of it to your Contingent Annuitant if you die after your retirement benefits have commenced. The amount of payment that you and your Contingent Annuitant will receive is governed by an actuarial reduction which depends on the age of your contingent Annuitant and the percentage of this income you wish to have continued. Once this actuarial reduction has been determined – say 24% under the Retirement Plan for Hourly Paid Employees of ISP, only one – half (1/2) of this reduction would be applied to your benefit – in this case 12%. This option may be elected at any time prior to normal, early or disability retirement date.

Years Certain and Continuous Option

Under the Years Certain and Continuous Option you receive a somewhat reduced retirement benefit for life, but if you should die before you have received payments for a certain period of 5, 10, 15, or 20 years – according to your election – your beneficiary would receive the same payments that you were receiving for the balance of the certain period at which time payments would cease. This option may be elected at any time prior to normal, early, or disability retirement date.

Level Income Option

The Plan also offers a Level Income Option if you elect to retire before you are entitled to receive Social Security benefits. Under this option, payments under the Plan are increased until the time Social Security benefits are expected to begin, and reduced thereafter, so that the total income from both sources will be approximately the same during your entire period of retirement.

Social Security Benefits

Your Retirement Plan for Hourly Paid Employees of ISP retirement income is entirely in addition to any benefits you receive from Social Security.

Formal Plan Text

This booklet is not a contract but solely intended to give you a short description of the main provisions of your Retirement Plan. If any conflict should arise between the description in this booklet and the Plan or the Trust Agreement, the terms of the Plan or Trust Agreement will, of course, govern in all cases. Copies of these official documents may be inspected upon request to your local Human Resources Manager.

OTHER BENEFIT INFORMATION

The following information is detailed in the ISP Summary Plan Description (SPD) under the Participation and Administration Information section of the SPD. The SPD is available at your local Human Resources office and on the ISP Intranet Human Resources website.

1. Eligibility
2. Enrollment
3. Coordination of Benefits
4. Subrogation and Reimbursement
5. How Long Coverage Continues – Termination
6. COBRA Continuation Coverage
7. HIPPA Privacy
8. Plan Administration for all Programs and Claims Review Procedures for the Medical Program
9. Plan Administration and Claims Review Procedures for the Prescription, Dental Vision, EAP and Mental Health/Substance Abuse and Health Care Flexible Spending Account Programs
10. Plan Administration and Claims Review Procedures for the Disability and GroupTerm Life Insurance Programs
11. Hyatt Legal Plan
12. Other Claim Review Procedures
13. Plan Information
14. Other Information