



*United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union*

and

***Vertellus Integrated Pyridines LLC***

---

**Summary of Proposed Contract Changes**

**October 2019**

## *Sisters and Brothers :*

As you know, your Union Negotiating Committee has been meeting with the Representatives of Vertellus. Your Negotiating Committee stood united on the issues important to the membership. The negotiations have been open, honest and direct.

**The offer includes Wage Increases in each year of the agreement and a \$2,000 ratification bonus, improvements to tool & clothing allowances, monies paid to future retirees in association with earned sick leave monies, paid time to work discipline off your record ( letters of discipline), Packaging Labor level Six (6) added to contract, modest health care cost increase.** There are numerous other proposed changes contained within this document.

Your Union Negotiating Committee **Does Unanimously Recommend the Membership vote to accept the proposed changes.**

Members of the Committee will be available in the plant Thursday to answer questions. The Committee will be available at the hall all day on Friday to answer questions as well.

There will be a ratification vote at the Local 1999 Union Hall, 218 South Addison Street, Indianapolis, IN 46222, on **Friday, October 4, 2019. The polls will be open from 6:00 am to 6:00 pm.**

Of course, as always, the final decision is now up to you.

Todd McClure  
Unit President

Jud Boman  
Unit Secretary

Mark Perry  
Committee

**Vertellus Integrated Pyridines LLC's**

**Issues for Discussion**

**with**

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service  
Workers International Union, and its Local No. 1999**

**FINAL TENTATIVE AGREEMENT—ECONOMIC ITEMS**

1. Article XI, Section 6 - Maximum Accumulation **and Payout at Retirement:**

In addition each employee may accumulate all (100%) of the unused portion of his annual sick leave allowance toward future need up to a maximum of ~~two thousand (2,000)~~ **one thousand eight hundred (1,800)** hours. **Employees who meet all the other eligibility criteria, are at least 65 years of age on the date of retirement, and provide the Company with at least six (6) months' written notice of their intent to retire, will be paid ten percent (10%) of their unused sick leave that remains unused as of their retirement date, less taxes and required deductions. The payment shall be provided on the next regular payroll period following the employee's actual retirement date (using the formula in Article XI, Section 5).**

2. Appendix A – Unit Labor Levels:

- a. Remove Labor Level 7 for Maintenance Shop
- b. Remove Labor Levels 4 and 7 for Instrument Mechanics
- c. Add Labor Level 18 for Instrument Mechanics (Company retains the right to determine methods for advancement)
- d. Add Labor Level 6 for Packaging Warehouse Employee at current rate of \$22.05

3. Article XII – Insurance:

The employees and the Company will share the cost of the insurance. Effective January 1, ~~2017~~**2020** the employee share of the cost towards this coverage will be based on the following:

Value PPO		With Wellness Participation
1 <sup>st</sup> year employee will contribute	<b><u>26%</u></b>	<b><u>21%</u></b>
2 <sup>nd</sup> year employee will contribute	<b><u>26%</u></b>	<b><u>21%</u></b>
3 <sup>rd</sup> year employee will contribute	<b><u>27%</u></b>	<b><u>22%</u></b>

4. Appendix A – Wages:

Labor Level	<b><u>Effective 10/4/2019</u></b>	<b><u>Effective 10/4/2020</u></b>	<b><u>Effective 10/4/2021</u></b>
LL-18	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-16	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-14	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-12	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-10	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-7	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
<b><u>LL-6</u></b>	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-4	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>
LL-1	<b><u>2.5%</u></b>	<b><u>2.5%</u></b>	<b><u>2%</u></b>

5. Ratification Bonus: If the Company's final proposal is ratified on or before 11:59 p.m., October 4, 2019, each employee who has completed his/her probationary period shall receive \$2,000, less taxes and other required deductions, payable on the next payroll period following October 4, 2019.
6. Contract expiration: 11:59 p.m. on October 4, 2022.

James C. Alford 9/30/19  
Union/Date

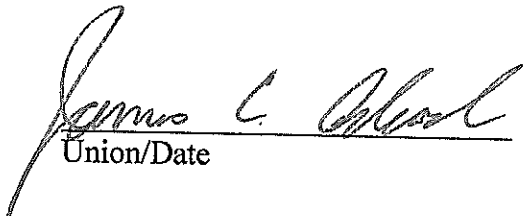
John D. [Signature] 9/30/2019  
Company/Date


**Vertellus Integrated Pyridines LLC's  
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with  
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Tentative Agreement

*Article VII, Section 4*

The Company will notify the Union of changes in the Seniority List by email to the Unit President. The Seniority List shall be posted on the ~~Break Room~~ Bulletin Board **where the human resources posters are posted.**

  
Union/Date 9/13/2019

  
Company/Date 9/13/2019

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Tentative Agreement


*Article VII, Section 1.B*

The Company recognizes the following units:

Maintenance Shop  
Instrument Mechanic Shop  
Transport Unit  
~~Boiler Unit (a/k/a Utilities)~~ Utilities/Boiler Room  
Pyridine/Picoline Plant (Plant 27)

Shipping/Packaging  
Vinyl Pyridine Plant  
Environmental Unit  
General Operator Unit  
Specialty Chemicals

  
Union/Date

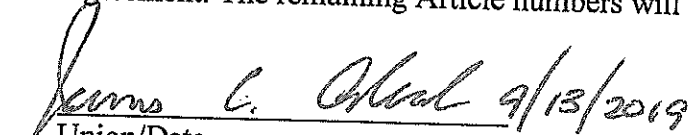
  
Company/Date


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Tentative Agreement

*Article VI, Section B*

The Drug Testing Policy will become its own Article within the Collective Bargaining Agreement. The remaining Article numbers will be modified.

  
Union/Date

  
Company/Date

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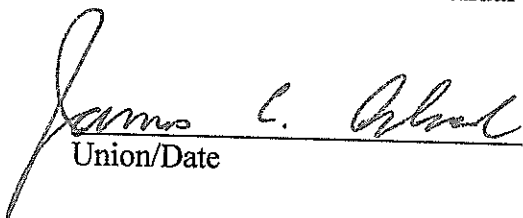
Tentative Agreement


*Article IX, Section 7*

Section 7 Designated ~~Floating~~ Holidays

Employees who work on any of the nine (9) basic holidays listed in Section 1 shall have the option of receiving holiday pay, if eligible, or an additional ~~floating~~ **designated** holiday under the following conditions:

- A. This option can be exercised three (3) times during each contract year.
- B. The employee notifies his supervisor in writing seven (7) days before the holiday.
- C. ~~The floating holiday will be taken at a time acceptable to the Company and the employee submits a 24-hour notice to the supervisor.~~ **Designated** holiday requests submitted far enough in advance to provide adequate time to get voluntary coverage (generally three weeks or more) would be approved in most circumstances. Examples of circumstances where such requests may not be granted are situations where multiple requests are received for the same day or circumstances in which the ability of the unit to operate effectively will be significantly impacted. In situations where notice of three weeks or more has been provided, force scheduling will be used if voluntary coverage has not been obtained with the exception of the following blackout dates:
  - All hourly Scheduled Holidays
  - Mother's Day
  - Father's Day
  - Indianapolis 500
  - Brickyard 400
  - Superbowl Sunday
  - The week before Christmas through January 1.
- D. Provisions of Article IX, Section 3 are followed.
- E. The employee must take the designated ~~floating~~ holiday within 365 days from the day of the original holiday that the employee designated as a ~~floating~~ holiday. If not taken within this 365 calendar day period, the employee will be paid for the holiday.

  
Union/Date 9/13/2019

  
Company/Date 9/13/2019



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*Article VII, Section 9*

D. All successful bid jobs must be worked for a period of not less than eighteen (18) months before another bid can be made. A "successful bid" shall be defined to mean being ~~accepted~~ **awarded** in the department at anytime during the trial period.

*James L. O'Neal* 9/13/2019  
Union/Date

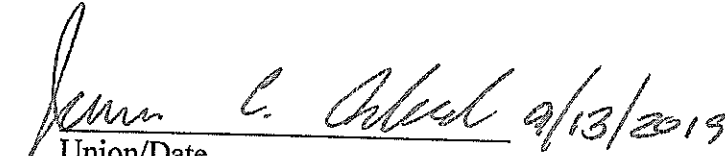
*Todd Dreyer* 9/13/2019  
Company/Date


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Tentative Agreement

*Appendix C* will be modified as follows:

~~The Company will set up and maintain a computer-based program available to bargaining unit employees, for requesting, scheduling and accepting overtime. The computer based program will provide employees the opportunity to confirm overtime request, schedules and acceptance of overtime. This applies to both scheduled and forced overtime.~~

  
Union/Date

  
Company/Date


Vertellus Integrated Pyridines LLC's  
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Tentative Agreement

Article XVII, Section 7 - Clothing Allowance

~~At the end of each contract year~~ **The** Company will pay to **reimburse** each employee **(so long as the employee presents appropriate receipts)** Three Hundred **Fifteen Dollars** (\$300.00 **\$315.00**) **each year (if needed)** less any deductions for **required** safety shoes and accessories **purchased from approved vendors** that can be charged using a Company voucher during that year and less ordinary and standard payroll deductions.

 9-25-19  
Union/Date

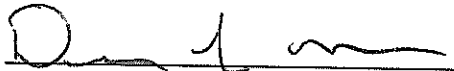
 9/25/2019  
Company/Date

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Article XVII, Section 8 - Tool Allowance

A. The Company will pay **reimburse** ~~One Hundred Seventy Five~~ **Two Hundred Twenty Five** Dollars (~~\$175.00~~ **\$225.00**), less ordinary and standard payroll deductions, at the beginning of each contract year **per year** to employees of the Units designated "Maintenance Shop" and "Instrument Mechanics" to help offset the cost of tools they are required to maintain. Employees who enter these designated jobs after the beginning of a contract year will be paid **eligible for reimbursement** on a pro-rata basis. **Eligible employees must present appropriate receipts for required replacement tools in order to be reimbursed.**

 9-25-19  
Union/Date

 9/25/2019  
Company/Date

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*Article IX, Section 7*


Section 7 Designated ~~Floating~~ Holidays


Employees who work on any of the nine (9) basic holidays listed in Section 1 shall have the option of receiving holiday pay, if eligible, or an additional ~~floating~~ **designated** holiday under the following conditions:

- A. This option can be exercised three (3) times during each contract year.
- B. The employee notifies his supervisor in writing seven (7) days before the holiday.
- C. ~~The floating holiday will be taken at a time acceptable to the Company and the employee submits a 24-hour notice to the supervisor. Floating~~ **Designated** holiday requests submitted far enough in advance to provide adequate time to get voluntary coverage (generally three weeks or more) would be approved in most circumstances. Examples of circumstances where such requests may not be granted are situations where multiple requests are received for the same day or circumstances in which the ability of the unit to operate effectively will be significantly impacted. **Once an employee's request to schedule a designated holiday or vacation day has been approved and overtime coverage has been scheduled, the employee may not cancel the use of the designated holiday or vacation time.** In situations where notice of three weeks or more has been provided, force scheduling will be used if voluntary coverage has not been obtained with the exception of the following blackout dates:

All hourly Scheduled Holidays	Mother's Day
Father's Day	Indianapolis 500
Brickyard 400	Superbowl Sunday
The week before Christmas through January 1.	

- D. Provisions of Article IX, Section 3 are followed.
- E. The employee must take the designated-~~floating~~ holiday within 365 days from the day of the original holiday that the employee designated as a ~~floating~~ holiday. If not taken within this 365 calendar day period, the employee will be paid for the holiday.

  
Union/Date 9-25-19

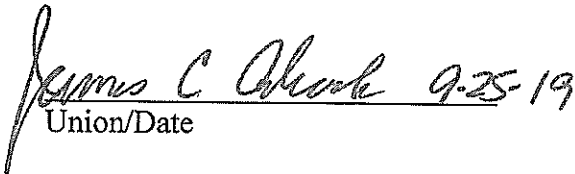
  
Company/Date 9/25/2019

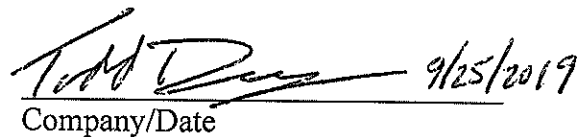
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*Article X, Section 1.E.*

**E.** Employees will be required to schedule 50% of their vacation allotment (but no more than two (2) weeks) **for the next calendar year prior to February 1st, during the period of October 1 through December 1 of the current calendar year. Vacation scheduling will be managed within each department. The Company will post vacation scheduling requests within each department in a "real-time" manner during the scheduling period.** Normally no more than one (1) person per department will be permitted to pre-schedule any one (1) day. However, at the discretion of the Company, there may be exceptions. Scheduling conflicts will be decided by seniority **for vacation that is scheduled during the period from October 1 through December 1. After December 1, all vacation requests will be awarded on a first-come, first-served basis.**

  
Union/Date

  
Company/Date

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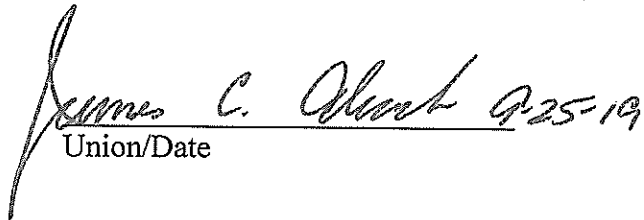
*Article VIII, Section 7*

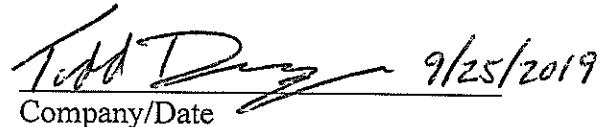
The Company is responsible for forced (involuntary) scheduling of overtime. The following is the procedure that will be followed for forced scheduling of employees:

\* \* \*

2. The least senior qualified employee in the unit will be scheduled to work the assignment unless they have already been scheduled to work twelve (12) hours **and/or eight (8) hours** of overtime (either voluntarily or involuntarily) in the payroll period. If the least senior qualified employee has already been scheduled for twelve (12) hours of overtime **and/or eight (8) hours of overtime**, then the next least senior qualified employee who has not already been scheduled to work twelve (12) hours of overtime **and/or eight (8) hours of overtime** will be scheduled to work.

3. If all qualified employees have been scheduled to work twelve (12) hours of overtime **and/or eight (8) hours of overtime** in the payroll period, then the least senior employee who has not already been scheduled to work twenty-four (24) hours **and/or sixteen (16)** hours of overtime in the payroll period will be scheduled to work.

  
Union/Date 9/25/19

  
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*Article X, Section A*

A. Each employee actively at work on January 1, who has worked at least sixteen hundred (1600) hours during the twelve (12) calendar months immediately preceding January 1, shall be entitled to a vacation with pay. The number of hours of vacation with pay to which an employee is entitled is determined as follows:

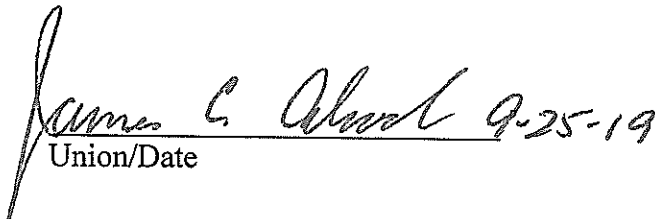
1. Employees with one (1) year but less than five (5) years of service with the Company shall receive eighty (80) hours of vacation with pay. **Employees within this group who work a 4x4 shift and take the full cycle as vacation, have the option to receive/use forty (40) hours of vacation pay or forty-eight (48) hours of vacation pay. This choice must be designated by the employee at the time the vacation request is submitted.**

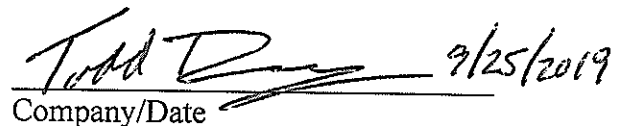
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6. New employees hired on or before October 1 will receive forty (40) hours vacation with pay after working six (6) months, providing they have worked a minimum of 800 hours, and an additional forty (40) hours vacation with pay after their Anniversary date, providing they have worked a minimum of 800 hours in the second six (6) months of employment.

7. **New** employees hired after October 1 will receive forty (40) hours vacation with pay after working six (6) months, providing they have worked a minimum of 800 hours. After the first year of employment employees who gain additional hours of vacation may take them anytime in the Anniversary year.

8. Employees entitled to vacation hours may take all hours a day at a time. Vacation pay shall be determined by multiplying the employee's straight-time hourly rate, including any applicable shift differential, by the hours scheduled on the day or days taken by the employee.

  
Union/Date 9-25-19

  
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Tentative Agreement

*Article VI, Section A, first paragraph*

Employees shall be provided due process in any situation where the Employee is to be disciplined. All disciplinary action will be initiated within ~~ten (10)~~ **twelve (12)** calendar days from the date of the alleged infraction of the Company reasonably knowing the facts. The parties desire to process disciplinary action promptly. The time limits may be extended upon written mutual agreement between the company and union.

James C. Abbott 9-25-19  
Union/Date

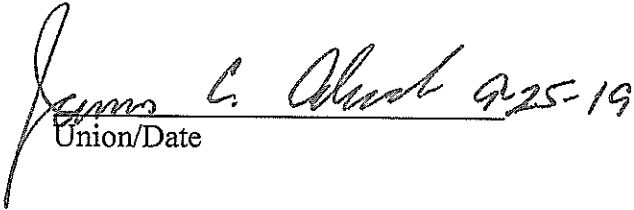
Todd D. [Signature] 9/25/2019  
Company/Date

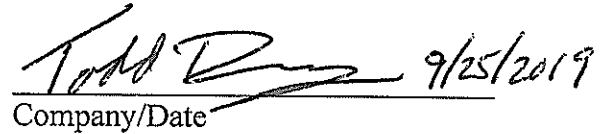
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*Article VI, Section A, last paragraph*

A warning notice shall remain in effect for a period of one (1) year. However, an employee who receives a warning notice for poor work performance, such as a spill, loss of material, or damage to equipment, which is not so severe as to justify suspension or termination may elect within fourteen (14) days of receipt of the warning to ~~take unpaid~~ **participate in paid** training during non-scheduled workdays which when satisfactorily completed will result in immediate removal of the written notice. The training shall not exceed (12) hours and may be used to remove a notice only once per rolling ~~12~~ **eighteen (18)** month year **period** and will be scheduled by the employee with 30 days of electing to take the training.

  
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Company/Date 9/25/2019


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*Article X, Section 1.B.*

Vacations shall be taken at times set by the Company. An employee may be required to take up to eighty (80) hours of vacation during a vacation shutdown of like or greater duration. Employees who have no paid vacation time left at the time of a vacation shutdown will be treated as on a personal leave of absence for up to two (2) weeks. Employees who schedule full work cycle vacation time at least three (3) weeks in advance of taking same may elect to not be called upon to work on the non-scheduled workdays before and/or after the scheduled vacation period. **Once an employee's request to schedule a designated holiday or vacation day has been approved and overtime coverage has been scheduled, the employee may not cancel the use of the floating holiday or vacation time.**

  
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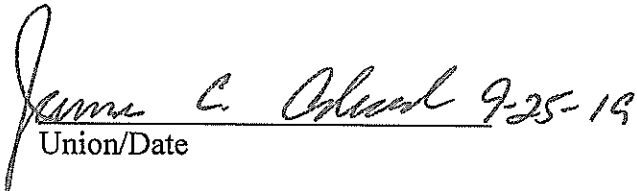
Tentative Agreement


*Article XI, Section 8.A.5.*

If more than two (2) hours notice prior to the start of an **eight (8) hour shift or more than three (3) hours notice prior to the start of a twelve (12) hour shift** is provided to the Company, all time missed will be charged to the employee's Non-Paid Allowance Hours to the nearest 0.10 hour.

When less than two (2) **or three (3)** hours notice is provided (**as provided above**), all time missed will be charged to the employee's Non-Paid Allowance hours at one and one-half (1.5) times the hours missed.

The Company recognizes that in rare occasions, despite the best efforts of the employee, circumstances beyond their control may prevent them from being able to give two (2) **or three (3)** hours notice of their inability to report to work at the scheduled time, **as provided above**. In such circumstances, where the employee ultimately reports to work no more than four (4) hours late, all time missed will be charged to the employee's Non-Paid Allowance hours at straight time to the nearest 0.10 hour. A tardy will also be charged as described in section V.

  
Union/Date

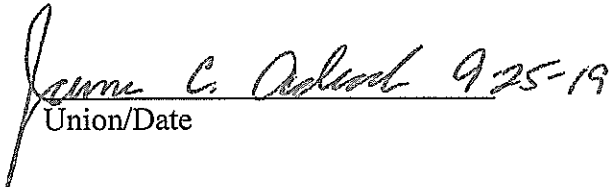
  
Company/Date

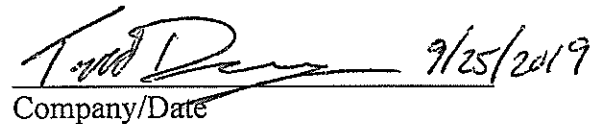
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*Article VII, Seniority, Section 1C.*

C. Whenever more than one shift exists in a Unit, the employees in the Unit with the highest seniority will have a choice of shift, providing the employee on each shift can efficiently perform the work required. Shift preference for 3x3 or 4x4 employees will be a choice between either days or nights. An employee choosing to exercise a bump right must bump the least senior employee (i.e., if the bumping employee is on a night shift, the least senior employee on a day shift will be bumped). **For Units with eight (8) hour shifts, an eight (8) hour shift employee choosing to exercise bump rights shall bump the least senior employee on the shift desired.** Each employee will be allowed to exercise his Unit shift preference no more than twice per calendar year in the same Unit and must work at least three (3) months on that shift before exercising another bump.

  
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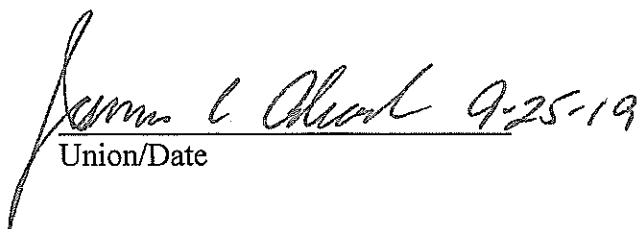
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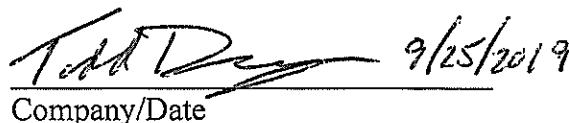
*Art. VII, Section 9A – Job Bidding*

- A. When a vacancy occurs or when a new position is created within the Bargaining Unit, the Company shall post a notice in human resources for a period of ninety-six (96) hours, excluding Saturdays, Sundays, and Holidays, announcing the open position, the Unit which has the opening and the shift. The opening will be awarded to the ~~qualified~~ bidder with the highest site seniority who signs the notice (i.e. the bid sheet, or pre-bid sheet) of their intent to take the open position **(with the exception of Maintenance Shop, Instrument Mechanic and Transportation Unit bids, which bids will be granted to the qualified bidder with the highest site seniority who signs the notice)**. Removing a name from the bid sheet, or pre-bid sheet, can only be done by the employee prior to the end of the position posting date and verified by the Company. An employee awarded an opening shall be given a fair trial for a period of not more than thirty (30) worked days on the awarded job. At the end of the trial period, if he is retained, the employee will be paid the highest rate for which he is qualified or his old rate, whichever is greater for a maximum of sixty (60) working days commencing from the date of transfer. As a result of job bidding, an employee will not be decreased more than two (2) labor levels (e.g. 14 to 10, 12 to 7) below the labor level held at the time of transfer provided that he has not bid into a classification whose top labor level is less than the top labor level of the classification that he held at the time of transfer. Training for advancement to higher labor levels will be offered as training opportunities become available.

*Art. VII, Section 12—Qualification Defined*

The determination as to the qualifications to hold a given job and/or labor level is vested in management. In filling a job opening, the Company will select the most senior ~~qualified~~ bidder **(with the exception of Maintenance Shop, Instrument Mechanic and Transportation Unit bids, which bids will be granted to the qualified bidder with the highest site seniority who signs the notice)**. The qualifications for the job will be identified in the job bid and shall be the required level of training, skills, and the physical requirements. When determining whether an employee meets the qualifications for a skill (labor) level increase, the Company will consider demonstrated performance. In making its determination, the Company will provide the employee the opportunity to describe his work experiences.

  
Union/Date 9-25-19

  
Company/Date 9/25/2019