

Bargaining Sessions 64-70 between the ILEU and ExxonMobil Research and Engineering (Now ExxonMobil Technology and Engineering Company)

This document summarizes the bargaining sessions since the Union Membership voted down the Company's offer in July 2021. It contains my representation of the transcripts I have read and attempts to place those discussions into the proper context. It is impossible to provide a summary such as this without carrying one's own biases into the discussion and so I have also made the transcripts available for those that wish to read, word for word, what was said by The Bargaining Team and by the Company. Lastly, I will note that this is a long read, but it represents over 300 pages of bargaining transcripts in about 11 pages. Being informed requires effort, and I hope you will find this document worth your time. – Don Carpenter

Day 64 (August 12th, 2021 – The first bargaining sessions after the vote)

Jeffelee McClain opens the session by informing the ILEU that “You have our proposal”. A clear message that the company does not intent to take the membership's rejection of their offer seriously, or to continue to negotiate by any reasonable definition of the word.

Tom Fredriksen opens by saying that the membership met and voted on the Company's proposal. “Approximately 90 percent of the membership showed up to that vote... and 81 percent of all people who cast their ballots voted no to the Company's offer. We heard from many members we had never heard from before, who spoke out...not only [the Company's] bargaining position, but the proposal that was on the table...Not a single person stood in support [of the Company's offer].”

Tom Fredriksen then detailed the last Union counterproposal where we attempted to meet the Company's stated needs including by incorporating some aspects of the Contracting and Outsourcing language, but with some guardrails to protect the Union Membership's employment and labor rights. Our counterproposal included their language (that can be read on www.ILEU.org under the C2 section on the Negotiations page) but modified the Outsourcing to 3rd parties to include the following “If work customarily performed by bargaining unit employees is outsourced in this manner, it shall not be used, under any circumstance, to create a surplus of employees, thereby leading to a reduction of hours, layoff, demotion, or backdown of existing employees that are qualified to perform the work... The Company may not outsource work to erode the Bargaining Unit or to Otherwise restrict or limit its growth”. In other words, we offered them nearly everything they wanted, just made them promise that they wouldn't layoff or backdown our members or attrition the Union by using this outsourcing language.

In addition, the Company has been pushing for a provision that wipes out all past practice, past arbitrations, (including the one they took almost all the way to the Supreme Court and lost), and all of their on the record statements about what their intentions were with respect to reducing the scope of the Bargaining Unit (their language can again be seen on www.ILEU.org at the end of the C2 section). Our counterproposal, which Tom Fredriksen details in the

transcript reads “Any arbitrator ruling regarding what position may be contracted and/or the duration of contracting shall be limited to the terms of the entire CBA, past arbitration involving the ILEU, and all record of discussion between the ILEU and EMRE management involving contracting.” In other words, we have agreed to hold the Company to their word and we will allow that to override past practices that do not match either the CBA itself or the Company’s own words. This is significant movement towards the Company’s ask, but with some job protections that should be palatable if the Company wasn’t planning to outsource to cause a layoff.

We also asked for higher wages than the Company was offering and moved towards the Company’s position of a longer contract term (4 years), and again attempted to get the Company to recognize Juneteenth as a Holiday (which the Company previously rejected).

Tom Fredriksen explained that this was the first time that the Union had made a counterproposal that entertained the Company’s language on Outsourcing, but also stated very clearly that the Company’s statements (namely those by Vijay Swarup and Craig Stanely) about how the Company did not have any strict limitations on its Contracting Out agreements at other sites were false as the agreements at the majority of represented ExxonMobil sites contained clear limitations against contracting out. They differ in their approach, but most contained layoff protections and some contained even stricter percentage of contractor limits, overtime protection, and protective statements that do not allow contractors to perform the same work of available and qualified employees. Pointedly Tom Fredriksen notes, “None of them. None of these Unions allow the Company to permanently contract out jobs. None of these Unions have [the] explicit temporary language that the Company is currently proposing with the ILEU.”

I think the membership should clearly see how far we were willing to move to accept the Company’s positions here. This offer gave the Company many of the things they have been asking for, but only required that they agree to language that did not allow them to use the CBA to institute layoffs of our membership. Something the Company clearly has agreed to at many other sites, despite them blatantly lying about this in front of the membership.

Jeffelee McClain and her team review the offer and then say “The Company reject’s the Union’s proposal... and our offer from [June 29th] stands. We just want to make clear that for C2..we want language that maintains the Company’s, you know, flexibility and doesn’t limit our rights...the Company did have a more narrow contracting language on the table, which the Union...you know, you challenged it... We have said we have no intention and no plans to create a layoff by outsourcing work. However, we have no interest in limiting our rights.”

I think it is important to understand, that “We don’t intend to do something” means exactly nothing. It does not stop the Company from doing exactly the thing they are saying they don’t intend to do. So, while their “intent” will come up again and again, the Company is not willing to enshrine their stated intent into any contract language. Given their duplicity on various matters, including what other sites have for Contracting Out protections, it doesn’t seem rational to believe them.

There is a long back and forth between Tom Fredriksen and Jefelee McClain about what it means to say you don't intend to do something but insist on proposing a contract that includes your right to do it. Jefelee largely avoids addressing the point of the discussion and the session ends with the Union going back to attempt to write another counterproposal.

Day 65

The stenographer who records bargaining sessions was not available for this date. The work site experienced a significant event in this time frame which required a weeklong closure and impacted the bargaining schedule. Also, in this timeframe the Federal District Court of Appeals issued a ruling rejecting the company's appeal of the ILEU's arbitration win instructing the Company to cease and desist permanently contracting out union positions on the site.

This is a summary of the notes recorded by ILEU Secretary Ethan DaCosta.

Tom Fredriksen opens by asking if the company has gathered the information he requested about specific examples where the Union's contracting and Outsourcing proposals would limit the Company as the Company repeatedly cites the need to be flexible with the proposal. He then presents the Union's proposal which includes a 12-month limit for off-site outsourced work.

Jefelee McClaine answers questions about a Lubricants Technology study for outsourcing that the Company previously disclosed in an Information Request. Yuk Louie clarifies that only MTS/professional employees will be affected by an LT reorganization. Jefelee follows up about 3rd party outsourcing and says the Company has no plans to increase the amount of work being contracted off-site.

Tom Fredriksen follows up with the request for the company to detail all bargaining unit work currently contracted out to 3rd parties. Jefelee asks questions that revolve around the proposed 12-month time limit to outsourcing work. She asks if the ILEU understands that this is more restrictive than the Company's definition of the current contract and Tom Fredriksen confirms that he understands this. (The unspoken issue here is that the ILEU's Arbitration win which orders that ExxonMobil shall cease and desist permanently contracting out bargain unit positions on the Clinton site, is also more restrictive than the Company believed the current contract to be, and they lost that appeal on the merits of their argument).

Steve Ragomo asks that the Company consider a Federal Mediator to assist in this process. Jefelee declines.

Day 66 (October 5th, 2021)

Tom Fredriksen opens the meeting by going through the union's latest proposal. He notes that the Company made a unilateral change without bargaining (making LPO/LPS participation

mandatory) and that the union has a proposal where all mandatory LPS activity would be paid at premium pay. The proposal also strikes the entirety of C2 and reverts the union's proposal to the status quo described by the arbitration win.

Jeffelee McClain then reads the Company's response to an information request to disclose and explain all ILEU bargaining unit work that is being outsourced or has been outsourced at any time since June 1, 2019. The Company does not answer the question except to list the total monetary payment to 3 contracting companies. (We have resubmitted this question to receive further clarification).

The second question is for the company to explain ANY issue that the ILEU's contracting proposals would cause for EMRE's business. In other words, the Company keeps saying it doesn't want to be constrained by limits, but until now has not said what they wanted to do that they would be unable to do by compromising with the ILEU. Jeffelee's answer is that if there were time limits on the contracting, they wouldn't be able to outsource some Advanced Wastewater Treatment testing that the company does not wish to do on site. This is the only discreet example the Company was able or willing to provide.

Jeffelee makes some extremely vague statements about how the company intends to hire employees "at levels we deem appropriate". She then complains that the union withdrew their C2 counterproposal and says how important C2 is for the Company. Finally, she says the loss in the Federal Court of Appeals doesn't mean anything to the Company because they already implemented language to be able to permanently contract out. If you read many of these transcripts, you will find that Jeffelee constantly repeats the same few points. 1.) The Company wants clarity and flexibility (she will refuse to define what kind of flexibility they want) 2.) The Company is comfortable with their offer from June 2021 and 3.) The Company doesn't plan to allow legal decisions to change their bargaining even though that position defies reason as their bargaining behaviors are a significant part of our two Unfair Labor Practice charges.

Jeffelee rejects all union proposals and reiterates that the Company's June 2021 offer still stands. The session ends.

Day 67 (November 4th, 2021)

Tom Fredriksen opens the meeting by asking if the Company has changed any of its proposal now that the Company's financials are back on track and the Company is again making significant profits. Jeffelee does not respond, but instead proposes to now add an 11th Holiday in the form of a 4th Floating Holiday. It should be noted that the Company rejected every proposal outright that the Union made for Juneteenth in the last 4+ sessions. In addition, the Company's proposal also includes the ability to remove vacation days without bargaining in the future. In other words, their proposal originally was that we would get a 4th Floating Holiday, but in return we would have to give them the power to take away any of our holidays at any point that they wished without bargaining for it.

This starts a long argument where Jeffelee insists that the Company wants to treat all the employees the same and so they want to be able to add and subtract holidays for everyone at the site at the same time. When she is challenged by Tom Fredriksen and Steve Ragomo that they do not want to treat all employees the same as they are not extending 8 weeks Parental Personal Time Off (PPTO) to represented employees, she responds that the Company only wants to have “benefits” be uniform and PPTO is not a “benefit” it is a “compensation tool”. It should be obvious to anyone reading this that just making up a different set of words to describe PPTO, does not change that it is a benefit to employees. It is listed in the Benefits and Polices section of the Company website.

Tom Fredriksen, in frustration says that the bargaining process is “a circus and you are a clown”. Jeffelee performatively takes umbrage to this (mild) insult and tells Tom that he “needs a timeout” and goes into recess.

Tom Fredriksen resumes negotiations by noting that, “ExxonMobil, through the rhetoric used by its chief negotiator has demonstrated that its attitude is not that they are here to bargain with equals, but rather [to] act as a rueful parent that is expecting its petulant children to meet its whims”. He then moves on and explains the Union’s latest counterproposal.

The proposal attempts to make represented employees have equal benefits by gradually increasing PPTO a few weeks at a time during the duration of the contract so that it starts at 2 weeks but ends up at 8 weeks by the end of the contract. The proposal also proposal a flat rate wage increase structure (so that each rank of our salary structure receives the same numerical value raise. This has the effect of being a larger percentage for those in earlier ranks, and a smaller raise for those at the top of the wage structure. The union has stated multiple times throughout the 70 sessions that their analysis suggests that early ranks in the ILEU salary structure are underpaid compared to the outside market. The proposal also offers a counter to allowing the Company to take away any vacation day they want in exchange for a 4th Floating Holiday to allowing them to only be able to remove the 4th Floating Holiday any time they wish in exchange for granting it to represented employees. Finally, it includes the ability to take half days as Floating Holidays as the salaried employees were already able to do so.

Jeffelee asks a few clarifying questions and then explains that even though the membership voted down the Company’s proposal, that doesn’t mean the Company is obligated to change its proposal. Steve Ragomo rightly points out that for years, the Company had been outright taunting the Union Leadership into allowing the membership to vote on the Company’s contract offer (implied was the smug assertion that it would pass) and that after all that talk, the Company is completely insensitive to the fact that the membership did not like their offer.

There is an argument about how committed the Company is to bargain for a contract and Steve Ragomo requests a Federal Mediator (I should note that Steve requests a Mediator nearly every session, a reasonable request given the situation) which jeffelee declines.

Jeffelee makes a very clarifying statement that the Company does not agree that negotiating a contract requires them to change any proposal, ever. I think this statement is one of the most important things Jeffelee has said. Implicit in this statement is the clear position that the Company sees bargaining as a way for the Union to eventually give in entirely to its proposals and has no interest in moving. Negotiating to them is just the act of sitting in a room saying “no” until the Union finally says “yes”. The session ends after a disagreement about what it means to compromise.

Day 68 (December 17th 2021)

Jeffelee McClain gives her response to the Union’s latest proposal. The only significant change is that the Company has compromised and offered the 4th Floating Holiday in exchange for the ability to unilaterally take away only that one Holiday, not the other 10. The Company rejects every other Union proposal. Jeffelee McClain admits that administration of the 4th Floating Holiday could be an issue if some people have used the day and others haven’t and the company decides to take it away but places the responsibility for proposing an alternative to the Union.

Tom Fredriksen then asks for clarification about how arbitrations would work under the Company’s C2 proposal if no past arbitrations could be looked at, since arbitrations become a contract provision once issued, but the Company proposal says that future arbitrations cannot look at past arbitration rulings. Jeffelee responds by saying their hope is to not have arbitrations, an obvious non answer. Tom Fredriksen further clarifies that by removing past arbitration decisions from consideration in new arbitrations, it is like being a lawyer and having to go into court without ever being able to cite past cases or precedent. He says “The logic is we can never expand upon this. If there is something wrong with [the contract language] ... there can’t be a building history of understanding between the Union and the Company.... I can easily see that affecting the Company negatively just as much as it could affect the Union negatively. I do not think that is good for either of us.” Jeffelee responds, “I guess for us, we are comfortable with, you know, addressing the issues at hand that are presented to us, you know, with the information that we provide to an arbitrator in this language.” A response that is meaningless except for the statement that they are comfortable with the language (as it conveniently will remove the ability for any future arbitration to look at the Arbiter Klein award that instructs them to cease and desist permanent contracting).

Tom Fredriksen moves on and asks the Company to explain their rejection of PPTO time and Jeffelee responds that the Company is only interested in a uniformity of “benefits”, and (since they have decided to semantically call PPTO a “compensation tool”) they are “comfortable with [their] proposal”. Tom asks if the Company looked at any other market research of equivalent benefits for technicians in other companies. Jeffelee responds that they only benchmarked professional employees, and they have no information about other positions, they just felt 5 days was appropriate. Steve Ragomo chastises Jeffelee by accurately describing the Company’s position as one where “Child bonding is lesser for those in [the] Collective Bargaining Unit than it is for MPTs.” Jeffelee responds that the company does not think Child bonding is less

important for represented employees, only that the Company thinks there is a difference in what Time Off should be. Just another semantics argument that says nothing of any substance.

After a break Tom Fredriksen asks if the Company is not interested in bargaining over their unilateral change to make LPS participation mandatory. Jefelee responds that they believe they have “the right to make changes to LPS [and] give notice.” She then rejects the proposal of paying premium pay for members attending training and reiterates that the Company does not feel it is required to bargain over this change and that “the notice that we gave was appropriate.”

It is important to note to the membership that “the notice” the Company is insisting they gave to the Union is a single email from Russ Giglio to then ILEU President Michael Myers that states “Please let this email serve as official notice of an update to the R&D LPS safety program. Commencing this spring and continuing through 2018 the Clinton site will transition to “full” LPS - Loss Prevention System.”

It should be noted that the Company’s managers made many statements in public that LPS was always a voluntary activity and every past information request about the topic explicitly stated that LPS participation was voluntary. The Company’s position now that the Union filed a ULP about the change is that a single email that does not say LPS participation is mandatory, is proper notice. Jefelee makes it clear the Company wishes to see the case through court and is not going to make any proposal of their own. This is a common trend. The company does not typically make counter proposals, (the lone exception so far since July of 2021 has been on the 4th Floating Holiday). They only reject the Union’s proposal and say all their proposals still stand.

The meeting ends with Tom Fredriksen asking them to start the next session with more discussion about what the Company’s arbitration language means.

Day 69 (February 2nd, 2022)

The session opens with both sides admitting that they did not follow up on some of the items from the last discussion, but that the Union still seeks to understand how the Company’s arbitration language will work with multiple arbitrations on the same issue.

Tom Fredriksen then gives an information request to provide any survey data on technicians that the company has for Parental Time Off. Jefelee responds that that she has seen no data about PPTO lengths for “folks who are paid by the hour.” Tom responds by asking how much PPTO non-represented technicians (EMSI and OCAs) receive and Jefelee responds that management made the decision to apply that program equally to those hourly workers and it was based on no data, just a management decision. Jefelee responds that technicians in EMBSI are not the same position and it is not the same situation and that they have different roles.

Tom Fredriksen suggests that the only difference is that they are not in a Union. Jeffelee disagree and maintains it is because they have different terms and conditions of employment (which sounds to me like they are not represented just using different words). Tom Fredriksen asks for the job description of EMBSI Research Technicians and Jeffelee resists saying she does not believe that the job description is relevant to these negotiations. There is a back-and-forth argument about the differences between these technicians where Jeffelee states that non-represented technicians got 0% increases in 2021. Finally, Steve Ragomo again makes an information request to receive the job description of EMBSI Technicians. Jeffelee McClain asserts that the request is not relevant and says the request must be sent in writing (presumably because the Company intends to not answer it. We have submitted this information request and are awaiting the Company's response).

Tom Frederiksen moves on and presents a CNN new article about ExxonMobil's soaring revenue and profits. He then describes how management, in a public meeting, went out of their way to talk about all the promotions and investments into people they were doing. Tom says "...you would rather contract our positions out than agree to a contract that provides wage increases that are already below inflation, are already the lowest in ExxonMobil among represented employees. It is disheartening." Jeffelee McClain responds that the company made an offer in the past that offered wage increases when no one else in the company was getting them. Tom Fredriksen responds "So your offer has been the same or worse since you proposed it. I would say it is just consistently worse because you offer us zeros for the first three years where we spent time bargaining. So now that the Company is doing the best it has ever done, you have no intention of changing it. You insist that it is fair."

Jeffelee McClain responds only that the union chose not to accept previous offers and that "the current offer is the offer." Tom Fredriksen responds that the Company has only been regressive since March of 2020 and that the Union has offered alternatives and the Company has rejected all of them without any change in the Company's offer.

Jeffelee ignores this line of discussion and asks why the Union has not responded to their proposal (which is obviously the same proposal they make every session, because they ignore our counter proposals and just re-propose the same thing). A short recess is taken, and Tom Fredriksen comes back with a proposal that is fairly similar to the one made on Day 68. Michael Molina talks about the very high attrition rate among Technicians who are leaving explicitly because of their mistreatment by the Company and the Company's behavior towards these negotiations. He talks about how the withholding of PPTO and how that makes membership feel that our time with our newborn children is not respected. He talks about how excited he was to be hired and how that has been ground out of him by the toxic environment the Company has created on-site. Jeffelee responds that the Company values him and the Union, but bargaining this way is their right and "the offer is the offer."

Ethan daCosta also relates his experience of never being covered by a contract as he is a newer employee and how he sees Technicians as being critical to the operation and function of the Clinton site. Steve Ragomo adds that he believes we are hitting critical mass for how few people can properly run this site. Jeffelee responds that the Company monitors the site and

staffing levels, and management will “look into it.” Tom Fredriksen comments that the company values us, except in any way that has actual material value.

The Union representatives move on and ask if the Company is doing anything to fill open positions with employees, including a position in the Advanced Wastewater Treatment Plant (This position was just now filled in April of 2022 with an employee). Yuk Louie responds that they have listings out for scientists and auto technicians, but that Chris Adamski (the head of the AWTP) has “more than enough stuff on his plate” and so he had time to hire someone.

Steve Ragomo asks if the Company informs interviewees that the job is represented and that there hasn't been a contract in place (or raises) in over 4 years. Jeffelee and Yuk respond that that information is only given after an offer is made and if the person asks questions about it. So basically, they won't lie, but the Company doesn't go out of its way to let new hires know about the labor situation.

Tom Fredriksen asks if the company is hiring anyone to replace Frank Montagna, Linda Wessner, Alex Gross and the SMG group. Yuk Louie responds that they are not because the Company declared impasse and is permanently contracting out those positions.

Tom Fredriksen asks if the company is sending any Research Technician work offsite given the retirements and attrition that that job has seen, Yuk Louie responds, “I am not aware of any tests that are being sent off-site.” Tom Fredriksen then says “Clarence Chase, I keep hearing that his work has been sent off-site. I don't know what to tell [the people who are giving him this information] because you insist that it is not [being sent off-site].” (Members have given the E-board concrete information that a portion of this work has been outsourced since late 2020, so Yuk is almost certainly lying here).

There is a long back and forth discussion where Tom Fredriksen asks Jeffelee if it would be appropriate for supervisors to coerce members to sign the contract and Jeffelee tries to get Tom to give her more details. (This was brought up because there were reports that a supervisor was telling members that they should sign the contract).

After a break Jeffelee comes back and finally answers a question about the Company's arbitration proposal in C2 that the Union representatives had been asking her to explain for several sessions. She answers that the intent of the Company's proposal is that upon signing of the contract all arbitration decisions prior to the date of signed will be ignored for any future arbitration, but that future arbitrations will not be immediately disregarded (which is basically what happens when you take their proposal language to its obvious conclusion).

Tom Fredriksen thanks Jeffelee for providing this clarity, and then (correctly) states that the language the Company is proposing does not do what the Company says its intent is, and that they should change their language to match their stated intent and that the Company should re-write this proposal if that is their actual intent.

Jeffelee responds by accepting the counterproposal for the 4th Floating Holiday (that the Company can remove it unilaterally, but cannot take away any of the other 10 Holidays without bargaining) and then says no to every other Union proposal. She states the Company is not interested in retroactive wages and the session ends with Jeffelee informing the Union that Josh Bryant will be taking over the Chief Negotiator role.

Day 70 (March 25th, 2022)

The session opens with Tom Fredriksen asking to go through some topics relating to the Company's proposal. He first asks why the Company keep proposing contract language that reads, "The Savings Plan match is suspended" and if their intent is to suspend the match again given that it has already been returned. Josh Bryant responds that they do not intent to change it, but they want the language to remain in the contract proposal. Tom responds that he thought the Company was not interested in a retroactive contract and this proposal says that "Effective October 1, 2020, the Company match to the Employees' Saving Plan will be suspended...What this says is that if we sign an agreement today, the Savings Plan Match is suspended. That is what it says."

Josh Bryant responds, "That is what happened, number one. You know it reflects what was implemented." He then explains that the Company brought it back, and that the Company doesn't see any reason to change the language in the proposal as they brought back the match for everyone.

There is a back and forth where Tom Fredriksen asks why the Company will not budge on the 1 week of PPTO because this is a benefit that shows that ExxonMobil values the family of its employees. Josh Bryant responds that the Company is comfortable with its offer.

Tom Fredriksen asks if the Company has targeted attrition rates or if it is looking to reduce head count at the site. Josh Bryant says no. The discussion then touches upon the Educational refund and how the Company's proposed language which matches that of the Savings Plan, namely that their proposal says it is suspended, but then gives them the right in the future to change the plan at any time. Tom again asks why the Company is seeking a proposal that states "The Education Refund Program is suspended" if they do not intent to suspend it going forward. Mike Strasser, in support adds "This Educational Refund language...and the 401K match language, [they don't] really apply anymore. A big kind of motivator for the Company historically during these negotiations was clarifying language in the contract and cleaning up unnecessary stuff... [Why] the sudden change to insisting on keeping language that doesn't apply to anything anymore?" Josh Bryant responds that the company wants to leave the language in there because it declared impasse on it.

Tom Fredriksen again asked why the Company would not bargain at all over LPS, given that they made a unilateral change without notification. Josh Bryant says the Company disagrees and thinks they did give notification (again the notification was an unbelievably vague email that did not say there was a change in LPS participation expectations).

There is another discussion about how the Company's arbitration language is overly broad and does not allow arbiters to look at past arbitrations even though the plain reading of the proposal is as Tom Fredriksen describes it. Josh Bryant disagrees and says that to the Company, the language matches their intent (that only arbitrations prior to the date of the contract will be voided).

Tom Fredriksen presents data on the Consumer Price Index, showing that the cost of living has increased 15.8% since Union members last received a raise. This means that a topped out Senior Research Technician would need to be making \$100,231 today just to break even. Josh Bryant responds that he does not dispute the data but that the company does not consider it when making economic proposals. He then explains that the Company was able to hire Auto Technicians at the (2017 salary) rates and so the Company's ability to hire is not affected by not having wages that match CPI.

Tom Fredriksen discusses how the Technician job at this site performs (and is expected by the company to perform) tasks and research far above most technician jobs at other companies which are routine and repetitive. He maintains that long term employment is required to become a technical expert, but the company is pushing the site towards a model where employees view this job only as a side gig or steppingstone to a better job, which isn't in the Company's best interest if they want to accomplish long term research goals. Josh Bryant responds to a long discussion about how Union members feel negative about the prospects of the job by saying, "I understand that you feel that way, but you have our offer."

After a break the Union present a counter offer that removes the Educational refund and 401k match "suspended" language, increases PPTO from 2 weeks to 8 weeks incrementally over the life of the contract, accepts the Company's desire to have a contract until 2025 by proposing a 5 year contract that was retroactive to 2020 and totals an 11.47% raise from 2020 to 2025 (notably less than the 15.8% CPI increase that has already happened in 2022 and will only go up), proposes the same proposal for LPS as made before, strikes C2 in its entirety but offers a grace period of 30 days for the Company to comply with the arbitration decision that the Company shall cease and desist permanently contracting,, and comes to a tentative agreement on the language surrounding the 4th Floating Holiday.

After a recess Josh Bryant says that the Company is disappointed because the Company believes the Union's counter proposal moves the sides further apart. Tom Fredriksen makes a case for why movement was made compared to the last Union proposal and the session ends with no mention of impasse or stalled negotiations. (These negotiations ended on the afternoon of Friday March 25th. On Monday March 28th the Company declared Impasse on its C2 proposal for the second time and unilaterally implemented their ability to outsource any Bargaining Unit labor without limitations. In previous bargaining sessions they said it was their belief that this allowed them to declare a surplus of work and use this surplus to backdown/layoff Union members).

I hope you found this summary helpful and informative. It is my belief that the membership should have, and desires to have, a clearer understanding of what is occurring during bargaining, I think it should be obvious that the Company is uninterested in actually negotiating a contract, as they will not compromise their language by even a small amount despite being unable to describe how the Union's counterproposals would seriously restrict their ability to conduct their business. I believe the knowledge of these events should help you carry on informed conversations with both your fellow members and other non-represented employees at the Clinton site about our situation and the Company's actions towards us. -Don Carpenter