COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO
LOCAL 1245
VACAVILLE, CALIFORNIA

and

MARATHON RENEWABLE FUELS, LLC

May 1, 2022 – April 30, 2027

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AGREEMENT

AGREEMENT made and entered into this 1st day of May 2022, by and between MARATHON RENEWABLE FUELS, LLC (hereinafter called the "Company" and LOCAL UNION NO. 1245 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter called the "Union").

PREAMBLE AND WITNESSETH

WHEREAS, the parties desire to enter into an agreement relating to conditions of employment between the Company and its employees and the Union, and, to that end, accomplish fair and peaceful adjustment of disputes which may arise without work stoppages, strikes or other interruptions of the Company's business during the life of this Agreement, the parties agree that a full day's work for a fair day's pay is essential to the foregoing.

NOW, THEREFORE, is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent with respect to wages, hours of work, and other conditions of employment for the Day Shift Lead, Lead Operator, Control Room Operator, Power Plant Technician, Day Shift Power Plant Technician, Lead Technician, I or E Technician, and Maintenance Technician classifications at its Martinez, California cogeneration plant. Excluded from recognition are office clericals, professionals, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE II

UNION SECURITY AND CHECKOFF

A. All employees now or hereafter employed in the bargaining unit covered by this Agreement shall as a condition of employment, acquire and maintain membership in the Union on the thirty-first (31st) day following the beginning of their employment of the effective date of this Agreement, whichever is later.

B. For the purposes of this Article, membership in good standing shall mean the payment of periodic dues and the initiation of fees uniformly required as a condition of acquiring or retaining membership.

C. Any employee who desires to have the Company deduct the amount of a Union initiation fee and/or monthly Union membership dues from his/her pay and remit same to the Union shall execute an authorization card for such purposes. No deductions shall be made by the Company unless and until it receives a duly executed checkoff authorization card, the form, content and substance of which has been mutually agreed to by the Company and the Union. Moreover, no deductions for Union charges, other than for dues and initiation fees, will be effectuated under the checkoff procedure.

D. Checkoff by the Company shall commence no sooner than the first pay period in the month following the day on which the executed checkoff authorization card is received by the Company.

E. The amounts of the monthly Union membership dues and/or payments toward the Union initiation fee will be certified to the Company in writing by the Financial Secretary of the Union. A certification from said Financial Secretary which changes the amount of said dues shall become effective no later than the first day of the month following a period of thirty (30) days from the date the Company received such certification.

F. Checkoff shall be made in the first pay period of the month as aforesaid, provided there is sufficient pay available to cover the same for the full amount authorized after all deductions required by law or authorized by the employee have been made.

If the scheduled deduction from Union membership dues cannot be made in that pay period the full amount of the deduction will be made from the employee's pay in the next succeeding pay period in which there is sufficient pay. Deductions will not be made in respect to any prior months' dues except when the Company, through error or oversight, failed to make the deduction in any such month.

G. No later than fourteen (14) calendar days after the deduction has been made, the Company shall remit a check for same to the Union's Financial Secretary, payable to the order of the Union. Accompanying such payment shall be a list stating the names of the employees from whose pay deductions have been made, a deduction has been made for a prior month, or no deduction has been made because of cancellation of authorization, revocation of authorization, or insufficient earnings in the pay period.

H. The Union shall indemnify 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 for the purpose of complying with any of the provisions of the Article, or reliance on any list, certification, notice, or assignment furnished under any such provision.

ARTICLE III

NON-DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

No provision or application of this Agreement shall cause or result in discrimination against any employee within the unit because of race, color, creed, sex, age, country of national origin, or disability (as prohibited by applicable federal and/or state law).

ARTICLE IV

PROBATIONARY PERIOD

A. All employees within the unit covered by this Agreement who have not completed nine (9) months of employment on or after the effective date hereof shall be subject to a probationary period for the first nine (9) months of their employment within the unit. Employees absent for more than ten (10) cumulative days shall have their probationary period extended by the period of absence.

B. Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period; however, an employee's seniority shall revert back to and be calculated from his/her date of hire.

C. At any time during the probationary period, the Company may layoff, discharge, or discipline probationary employees and the Company's action with respect thereto shall not be subject to the grievance and arbitration provisions of this Agreement. An employee retained in the employ of the Company beyond the probationary period shall be considered employed on a regular basis.

D. Unless otherwise expressly provided herein, probationary employees shall not be entitled to any benefits set forth in this Agreement during the 1st six (6) month period of their nine (9) month probationary period of employment. Such probationary employee's however shall be paid the contractual wage rate for the classification in which they are placed and shall be eligible to receive holidays and medical insurance benefits in accordance with the terms of this Agreement.

E. The Company shall notify the Union as membership changes of the names, classification, pay rate and hire date of all newly hired employees within the unit covered by this Agreement.

ARTICLE V

PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL

A. Unit Work – This Agreement covers the job functions performed by unit employees as set forth in the job descriptions maintained by the Company. Unless otherwise provided herein, such unit work shall continue to be performed only by unit personnel during the term of this Agreement.

B. Performance of Unit Work by Supervisors. Management, and/or Engineering Personnel - Whenever there are no qualified employees available because they are occupied with other necessary work or because the Company has attempted to contact all qualified employees and they are not readily available to report to work,

qualified management personnel will be permitted to perform this work. Work by qualified management personnel shall not be considered as displacing a bargaining unit employee or eliminate an overtime assignment.

C. Performance of Unit Work by Temporary Employees

1. The Company may at its discretion, hire temporary employees to:

a) Replace unit employees absent from work, due to a contractual leave of absence or absence resulting from sickness, accident, injury, vacation or any other absence, for the duration of such absence.

OR

b) Perform a specific project for a definitive period of time not to exceed ninety (90) regularly scheduled workdays. Days lost from work for any reason shall not be counted in computing such time period.

2. All temporary employees shall be notified of their status upon hire and notice thereof shall be provided to the Union.

3. Temporary employees shall not be covered by any of the terms and conditions of this Agreement during their period of temporary employment.

4. Upon the end of the absence and return to work of the unit employee, or the timely expiration of the specific project as the case may be, the Company may in the exercise of its discretion, either terminate the temporary employee or retain him/her in the unit. Should the temporary employee be retained, he/she shall then be covered by the terms of this Agreement, including Article IV (Probationary Period) thereof. It is understood, however, that all time actually worked as a temporary employee shall be credited against the probationary period set forth in Article IV.

5. The time period provided in Paragraph C.1 (b) above, may be extended by mutual agreement of the Company and the Union.

6. It is expressly understood and agreed that the Company's hiring of temporary employees shall not result in the layoff or reduction of the regular work hours or regular workweek of any unit employee.

D. Performance of Unit Work by Subcontractors – The Company may subcontract work customarily performed by unit employees as it deems warranted provided; however, that such subcontracting shall not result in the layoff or the reduction of the regular workday or regular workweek of unit personnel in the department and/or classification in which such unit work is being subcontracted. Nothing herein shall in any way preclude the Company from subcontracting any and all equipment repair work.

ARTICLE VI

MANAGEMENT RIGHTS

The Union recognizes that the management of the plant and business and the direction of the work force are vested exclusively in the Company. Accordingly, unless otherwise limited by the express provisions of this Agreement, the Company shall have the right to: hire; select and determine the number of its employees, including the number assigned to any particular work and the number of employees within classifications to any shift or workweek; establish job classifications; promote; discipline; suspend and discharge employees for just cause; release and lay off employees for lack of work or other legitimate reasons; transfer employees from one job to another; assign work; require duties other than those normally assigned to be performed; promulgate and enforce reasonable rules and regulations governing the conduct of its employees; schedule the hours of work; schedule production; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, transfer or otherwise dispose of all or part of its plant, business or equipment; subcontract work; introduce new or improved methods of operation, products or technology; train employees; and to determine reasonable work pace, work performance levels and standards of performance of employees.

ARTICLE VII

UNION VISITATION

The Union's Business Representative or duly authorized designee may visit and have access to the Company's facilities and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating employee grievances or conferring with management representatives.

During the course of such visit, the Union Representative shall abide by all Company safety rules and so conduct himself/herself as not to interfere with the operations of the office or the work areas of the Company's premises.

Should the Union Representative desire to speak to unit employees, he/she shall make reasonable efforts to do so on non-work time. No discussions and/or meetings may be held between unit employees and Union Representatives in the field or in the office during actual work time without the prior consent and approval of the Plant Manager or his/her designee. Such consent shall not unreasonably be withheld.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

The word "grievance" as used in this Agreement means a complaint filed by either part to the Agreement over an alleged failure to comply with a specific provision of this Agreement and letters of Agreement and written interpretations signed by the Company and the Union.

1. Verbal Step - The employee(s) shall present their grievance to the Management within five (5) working days, excluding Saturdays, Sundays and holiday, of their awareness of the occurrence of the event causing the grievance. The Management shall respond verbally within two (2) working days, excluding Saturdays, Sundays and holidays, of receiving the complaint.

With the approval of the Plant Manager, the Union Business Representative may discuss and attempt to resolve the grievance prior to Formal Step 1. This will not preclude his involvement in subsequent steps as outlined below.

2. Formal Step 1 - If the grievance is not resolved in discussions as provided above, then within five (5) working days, excluding Saturdays, Sundays and holiday, thereafter the grievance shall be reduced to writing on an approved grievance form, which shall be signed by the aggrieved employee and the steward and presented to the Management. A copy of all such grievances will be forwarded to the Plant Manager or his designee.

The written grievance shall indicate the Article and Sections of this Agreement allegedly violated, state the facts relied upon, and indicated the remedy sought. It shall be delivered in duplicate by the steward to the Management, who shall reply in writing on the grievance form within reasonable time not to exceed fifteen (15) working days.

3. Formal Step 2 - In the event the grievance is not satisfactorily adjusted in Formal Step 1, then, within five (5) working days after receipt of the Company's Formal Step 1 answer, the Union may give written notice to the Company that it will present the grievance at a mutually agreeable time in a Formal Step 2 grievance meeting between the Union and Management. Such meeting shall be held within a reasonable time not to exceed fifteen (15) working days after receipt of the written notice.

4. Formal Step 3 - In the event the grievance is not satisfactorily adjusted in Formal Step 2, then, within ten (10) working days after the meeting in Formal Step 2, the Union may submit the grievance to arbitration by requesting, in writing, to the Federal Mediation and Conciliation Service to provide the Company and the Union with the names of seven (7) qualified persons from which one (1) will be selected to act as an impartial arbitrator. From such list of seven (7) persons, the Company and the Union shall alternately strike one (1) name until six (6) names have been eliminated, and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The Union and Company shall meet within fifteen (15) working days after receipt of the list of arbitrators for the purpose of selecting an arbitrator.

Grievances or disputes, if not resolved by the parties, may be submitted to arbitration for final and binding determination. The arbitrator shall have no power to add to, subtract from, change or modify any of the provisions of this Agreement or any Agreement made supplementary hereto, but his authority shall be limited solely to the application of the provisions of this Agreement. Except as provided for in Article XX.II, nothing herein contained shall be construed to mean that negotiated wages or rates of pay for any classification, individual, or group of employees shall be subject to arbitration. It is understood that the fees and expenses of the arbitrator shall be borne equally by the parties.

Time limits may be extended upon mutual agreement of the parties

The parties agree that there shall be no suspension of or other interference with work or plant operation while the dispute is being adjusted or arbitrated.

In the event an employee is discharged, the Company shall notify the Union within one (1) working day as to the reasons for such discharge. If the employee believes that he has been unjustly dealt with, the Union may arrange a meeting with the Company within two (2) working days after the discharge. If not settled through this meeting, the Company shall render a final written decision and forward it to the Union within three (3) working days. If the Union is not satisfied with the answer, it may request arbitration in accordance with the arbitration procedure outlined in this Article.

ARTICLE IX

NO STRIKE - NO LOCKOUT

A. During the term of this Agreement or any written extension thereof, the Union on behalf of its officers, agents, stewards, and members agrees that so long as this Agreement or any written extension thereof is in effect, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the Company's operations . Any employee or group of employees engaging in such activity shall be subject to discipline, including suspension or discharge. Moreover, the Company, on behalf of its officers, agents and representatives, hereby warrants and agrees that there shall be no lockouts of employees covered by this Agreement for the duration of such Agreement or written extension thereof.

B. Refusal by an employee to pass through a lawful, primary picket line at a location or sites away from and not involving the Company's premises and/or places of

business shall not constitute a violation of this Agreement and no employee shall be discharged or disciplined for refusal to pass through such a picket line.

C. If at any time during the term of this Agreement or any written extension thereof a picket line is established by any labor organization (including the Union herein or any affiliate thereof) at the Company's Martinez, California premises or places of business covered by this Agreement in furtherance of a dispute with the Company, its parent company, subsidiary or affiliated companies elsewhere in the state or country, employees covered by this Agreement shall be required to pass through such picket line and perform their regular and customary job duties for the Company. The Company will determine appropriate safety measures to ensure the employees are able to travel to and from work without incident (e.g. Company provided secure parking locations, transportation to the facility, extra security measures, etc.)

D. Should any employee or group of employees engage in any conduct prohibited by Paragraph A, above, the Union agrees that upon notification thereof it will promptly advise such individuals, orally and in writing, that their activities and conduct are in violation of this Agreement, direct them to return to their jobs and cease such unlawful conduct immediately and, in addition to the foregoing, take every reasonable means which are within its power to effectuate the termination of such unlawful conduct.

E. Any claim, action, or suit for damages or injunctive relief, which is commenced by the Company as a result of the Union's violation of this Article, shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE X

SENIORITY

The term "seniority" as used in this Agreement is hereby defined as the length of continuous service with the Company and in all cases of layoff and recall shall be applied on a classification basis.

A laid off employee is eligible for recall within his classification from the layoff roster for work which the Company expects to be of twenty-five (25) workdays duration or more.

In all cases of promotion within the bargaining unit, the senior employee who had demonstrated the ability and qualifications to perform the available work efficiently without training shall be awarded the job.

If the Company expands, current employees deemed qualified by the Company, shall have preference for any new job classifications created as a result of the expansion.

The following interruptions shall result in the employee's termination of employment:

1. Resigns, quits or retires
2. Discharge
3. Absence due to layoff, which continues for the employee's length of Company service (seniority) or for six (6) months, whichever first occurs.
4. Absence due to occupational for more than one (1) year or non- occupational illness or injury for more than six (6) months

5. If upon recall, after layoff, does not return to work within two (2) workdays after receiving notification by certified letter or telegram to the employee 's last known address. Employees shall promptly notify the Company in writing of any change of address.
6. Absence from work due to any cause and failure to notify the Company within two (2) workdays unless an explanation satisfactory to Management of the cause of such absence is provided.

The following interruptions shall be cause for the adjustment of an employee's seniority.

1. Absence due to layoff for a period less than the employee's length of service or less than one (1) year, whichever is the lesser, computed at the time of the employee's layoff.
2. A laid off employee shall not accrue seniority while on layoff, except that absence due to layoff of less than thirty (30) accumulative days shall not result in any loss or adjustment of seniority.

Effective June 16, 1989, employees transferred or promoted from the bargaining unit to positions not included in the bargaining unit but within Marathon Renewable Fuels, LLC shall continue to accrue seniority for one year after the effective date of such promotion or transfer at which time seniority shall be frozen.

Employees who are to be laid off for periods in excess of one (1) week shall be notified of such layoff at least two (2) workdays prior to the effective date of the layoff.

In the event of a force reduction, the Company will determine the classifications to be reduced. The effected employee(s) may exercise seniority by bumping a lower classification if he is capable of performing the work with no additional training. In no event shall an employee bump another employee with more seniority than his own.

An employee terminated by reason of reduction in force due to lack of work shall be entitled to receive the following severance based on the below schedule:

6 mos – 1 year	4 weeks
1+ years - 5 years	8 weeks
5+ years – 10 years	10 weeks, plus an additional week for each of employee's 6th through 10th years of service
10+ years	16 weeks, plus an additional week for each of the employee's years of service in excess of 10 years

ARTICLE XI

CALL-OUTS / REPORT PAY

Any employee called back to work after departure from the Company's premises at the end of his/her workday, or called to work on his/her regularly scheduled day off or on a contractual holiday, shall be paid at overtime rates, if applicable, per the overtime provisions of this Agreement for all hours worked on such days or receive a minimum guarantee of four (4) hours work or pay, per call-out, whichever is greater. In the event, the call-out is caused by the absence of an employee, the Company will provide as much advance notice as possible. Any employee who reports as scheduled to work and where the Company has not made reasonable efforts to notify him not to so report shall be given a minimum of four
(4) hours work.

Stand-by pay of $75 per day shall be paid to all operators during their Stand-by days based upon the 12 Hour Schedule outlined in Appendix E. Stand-by pay shall be paid regardless of whether the operator is "called in" on those days or not. However, Stand-by pay will not be paid if an operator is "called in" and does not report to the Plant as required. Any operator who fails to show-up or not respond to a call-in without a verifiable reason may be disciplined.

ARTICLE XII

SHIFT DIFFERENTIAL

Employees scheduled on night shifts shall receive a flat shift differential of two dollars and fifty cents ($2.50) per hour for hours worked whether on a scheduled straight-time basis or on an overtime basis.

ARTICLE XIII

HOURS OF WORK

For the purpose of this Agreement, the workweek for day (2nd) shift employee's shall be seven (7) consecutive calendar days beginning at 7:00 a.m. on Monday and ending at 6:59 a.m. on the following Monday. The workweek for rotating shift employees shall be seven consecutive calendar days beginning at 5:30 a.m. Monday and ending at 5:29 a.m. the following Monday.

The workday shall be any period of twenty-four (24) consecutive hours beginning with the starting time of the employee's schedule work period.

The foregoing shall not be interpreted in any way as a guarantee of hours of work per day or week or the number of days per week. It is understood that at times the Company may have special jobs requiring irregular hours, making it necessary, in order to carry out and complete such jobs, to change the shift hours of an employee or group of employees,

however, all such changes require forty-eight (48) hours notice.

It is agreed that employees performing maintenance or other special assignment work may not have regular daily starting times, but will be paid their straight-time hourly base rate for the first eight (8) hours worked (exclusive of lunch period) in any period of twenty-four (24) consecutive hours, starting at 12:01 a.m. and time and one-half for all time worked in excess of eight (8) hours worked, exclusive of lunch period, in one such day. In cases where an employee's shift traverses the workday or is extended and work time crosses the day divide (from one day into the next), the employee will continue to be paid as if there had been no break in day unless the employee's next scheduled shift begins. When the employee's next shift begins, the employee shall be paid in accordance with provisions in the Agreements that define payment of regularly scheduled hours, or overtime, whichever is appliable. Overtime will be paid on the sixth and seventh workday provided the employee has worked the previous five (5) full shifts within that workweek per the overtime provision in Article XIV.

The Company will provide employees with notice of a shift change at least forty-eight (48) hours prior to the start of the new shift. Employees not so notified will work the first shift of the new schedule at the applicable overtime rate.

ARTICLE XIV

OVERTIME

Time and one-half the regular straight-time hourly base rate will be paid for all hours worked in excess of the scheduled hours in any one workday or in excess of forty (40) hours worked in a regularly scheduled workweek. Time not worked will not be counted toward the forty (40) hours worked in a regularly scheduled workweek. Additionally, double the regular straight-time hourly base rate of pay will be paid for call-outs and all hours on the seventh consecutive day of work (it is understood that this premium will apply on a rolling basis and reset after payment). No additional 7th day premiums will be paid until a new seven consecutive days is worked. The new consecutive 7 days will not include any days previously included in calculations for which an overtime premium was already paid or the day a 7th day over premium was paid), and Holidays per Article XVII.

Nothing contained herein shall be construed to require the payment of overtime more than once for the same hours worked.

Employees are required to work such overtime as may be needed to meet the needs of production. In the event an employee is scheduled to work overtime and is unable to report for any reason, he is required to so notify the Company two (2) hours before the start of his shift allowing sufficient time to permit the Company to obtain a replacement.

The Company will make every effort to distribute overtime equally among employees in the same classification.

Employees required to work in excess of two (2) hours contiguous with his regular assigned shift will be entitled to a $20.00 meal allowance. An additional $20.00 allowance will be provided for each four (4) hours of work beyond and contiguous with the above.

ARTICLEXV

PLANT WIDE WORK ASSIGNMENTS

Due to the limited size of the plant work force, it is necessary for management to have the flexibility to assign any classification to perform the work of another classification when required and when the individual is qualified to perform all or part of the work. When this occurs, there will be no adjustment in pay except where the assignment is two (2) hours or more in duration. In that case, if the assignment is to a higher rated classification, the assigned employee will receive at least the minimum rate for the classification to which he is assigned.

ARTICLE XVI

HOLIDAYS AND HOLIDAY PAY

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Two (2) Personal Floating Holidays

For each named Holiday above, an employee shall receive holiday pay at the straight-time hourly base rate for the number of hours the employee is scheduled to work that holiday, provided the employee actually works both his last full regularly scheduled shift immediately preceding and immediately following such holiday except as noted below or in the Marathon Petroleum Holiday Plan, Section I: Observed Holidays, subsection C.. For those employees not scheduled to work that holiday, they shall receive straight-time hourly base rate for eight (8) hours. In addition to holiday pay, an employee shall receive two (2) times his regular straight-time hourly base rate for any hours worked on the holiday or day observed as such if such hours are part of his regularly scheduled shift. The employee shall also receive the appropriate shift differential.

When a holiday occurs during an employee's vacation, the employee, at their discretion, shall receive either: 1) a day off at another time, or 2) pay in lieu a day off at another time.

The employee desiring to take a personal floating holiday shall provide the Company with at least five (5) calendar days advanced notification of the desired day off except when used after a paid sick day. The Company shall reasonably attempt to accommodate the employee's request, operational and maintenance conditions permitting. In the absence of management approval, there shall not be more than one (1) employee per Department on a personal floating holiday at any given time. Personal floating holiday requests shall be honored insofar as possible in order of request being made. All personal floating holidays must be taken during the calendar year in which the holiday was given or the holiday will be forfeited. However, if an employee requests a personal floating holiday and the Company can't grant the request, then the employee's holiday will be carried over for the use in the following

calendar year.

ARTICLE XVII

LEAVES OF ABSENCE

A. Sick Leave - Absences on account of illness or injury, shall be reported by the employee to the Company at least two (2) hours prior to the beginning of the scheduled workday and all subsequent scheduled workdays. In cases where the absence is reported over the telephone, calls will be made directly to the employee's supervisor or Lead Operator on duty. Notification of absence may not be left on recorders. Absences shall not be reported by fellow employees, friends, neighbors or other persons, except where circumstances reasonably prevent the employee from personally reporting his/her absence. Maintenance personnel not relieving prior schedule shift may call in at any time prior to their scheduled workday to report their absence.

B. Bereavement Leave - In case of death in the immediate family, the Company will grant employee's time off with pay for time lost during their scheduled forty (40) hours workweek. The time shall not exceed three (3) days normally ending on the day of the funeral. The immediate family shall consist of mother, father, spouse, children, sister, brother, grandparents, step-brother/sister, brother/sister-in-law, step-children and parents-in-law of the employee. In the case of death of grandparents-in-law, one day of paid time off will be permitted. This will normally be the day of the funeral.

C. Jury and Witness Duty - Employees summoned to service as a juror will be granted the necessary time off for this purpose as follows:

Regular employees will be allowed the necessary time off with pay for jury and witness duty that occurs within their scheduled working hours during the basic workweek. At the request of the Company, the employee shall provide a copy of the jury summons. Such employees assigned to the midnight shift shall be re-scheduled to the day shift during such period of time at the straight-time rate of pay, and such employees assigned to the afternoon shift, who are required to report to the jury commissioner on two (2) consecutive workdays or more shall be re-scheduled to the day shift on a Monday-Friday basic workweek during such period of time at the straight-time rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury and witness duty will be considered as time worked. If dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two (2) hours before the conclusion of such hours of work.

The Company reserves the right to request the court to excuse any employee from jury and witness duty service.

D. Disability Leave of Absence

1. Any and all disabilities that impair, impede or prevent an employee from safely and effectively performing his/her full-time duties and/or any physical or mental condition that will or might reasonable become such a disability shall be reported to the Company by the employee within a reasonable period of time after learning of same.
2. If and as requested by the Company, the affected employee shall

provide a written statement or statements from his/her attending physician stating:

1. The nature of the disability or physical or mental condition;
2. The effect of such disability or physical or mental condition on the employee's ability to perform his/her full-time duties in a safe and effective manner; and
3. As may be applicable, the duration the employee may continue to perform safely and effectively his/her full-time duties without being impaired, impeded or prevented by the disability.

3. An employee desiring to return to work at the expiration of the disability shall provide the Company with reasonable advance notice thereof and shall, in all cases, present a statement from his/her attending physician certifying that the employee is released to return to work and is able to perform his/her full-time duties without limitation or restriction. The Company shall have the option of having any employee returning from a disability leave of absence approved for return to work by a Company physician. In the event of a dispute between the Company physician and the employee's physician, the parties will select an impartial Medical Examiner whose decision shall be final and binding on all parties. The cost of the examination will be borne equally by the Company and employee.

E. Personal Leave - Non-probationary employees may be provided, at the Company's sole discretion, with an unpaid personal leave of absence for a period of time designated by the Company. An employee may return to work at the expiration of such leave, provided a vacancy exists for which he/she is qualified. If not, he/she shall be deemed to be laid off as of the expiration date of the personal leave.

ARTICLE XVIII

SHOP STEWARDS

A. The Company recognizes the right of the Union to designate shop stewards.

B. Stewards shall be permitted a reasonable amount of time off during the workday, without loss of pay, as may be necessary to process grievances. Not more than one steward shall investigate a grievance at any given time. Whenever practical, however, stewards shall conduct their business and perform their functions on non-work time and in non-work areas.

C. Shop stewards shall not be discriminated against by the Company because of the performance of their duties.

D. Any need to meet with employees of another shift shall be on the steward's own time, and he will not be paid by the Company. Permission to enter the Plant on other than his own shift shall be obtained from the Plant Manager in advance.

ARTICLE XIX

WORKING MAINTENANCE FOREPERSON

Although typically utilized during TAR, planned/unplanned outages, and emergencies, the Company may, at its sole option, designate a unit maintenance employee as a working foreperson. A working maintenance foreperson shall be paid ten percent (10%) above his/her regular, straight-time hourly rate for all hours actually worked in such capacity. Under no circumstance shall the foregoing premium be paid to such individual whenever he/she is on vacation, sick leave, holiday, or on any other leave provided under this Agreement.

ARTICLE XX

HEALTH AND SAFETY

The parties to this Agreement are subject to the provisions, stipulations, and regulations of the federal and state safety and health laws.

Regarding safety shoes, Company shall require safety shoes that meet the stated requirements in the Plant Safety Handbook. Company shall provide an allowance for safety shoes of $200 per calendar year. Company shall reimburse fully against receipts all reasonable cost for prescription safety glasses as needed.

Employees shall comply with established safety rules at all times, and the Union will cooperate with the Company in ensuring that employees observe safety regulations and to work in a safe manner. If an employee has a justifiable reason to believe that his safety and health or the safety and health of others are in danger due to unsafe working conditions or practices or equipment or unsafe work habits of others, he shall take immediate action to address the situation, and inform his supervisor immediately. The supervisor shall determine if any further actions are necessary to make the situation safe.

Employees are required to take annual physical examinations. Where such physical examinations are required, the employee shall be provided with a copy of the results. Such examinations will be paid for by the Company. Any employee who refuses to undergo a physical examination when instructed to do so by the Company, may be disqualified and may be subject to immediate discharge. The Company will have the option of requiring a medical examination by a physician designated by management as a prerequisite of re-employment if the employee is laid off in excess of six (6) months or is absent due to sickness or accident in excess of ten (10) consecutive workdays.

The parties have agreed to adopt the Marathon Petroleum Company Drug & Alcohol Policy.

ARTICLE XXI

JOB DESCRIPTION AND RATE ESTABLISHMENT

The Company agrees to maintain capsule descriptions of the general duties and responsibilities of the various job classifications in order to assist in the establishment of rates of pay. The parties agree these descriptions are only intended to set forth the basic duties and responsibilities and do not define in detail all duties to be performed or tools to be used. Job descriptions are not subject to the grievance and arbitration procedures.

The Company reserves the sole right to institute new classifications, to change existing job descriptions, add or eliminate tools to be used or duties to be performed. Rates of pay for such jobs will be established by the Company. Once established, the Union will be notified within fifteen (15) days of the installation of the new or changed classification. If the Union does not agree with the rate, it shall within five (5) workdays, excluding Saturdays, Sundays and holidays, submit a written grievance to management. This grievance shall be discussed within five (5) workdays, excluding Saturdays, Sundays and holidays. The Company will give a written answer within five (5) workdays, excluding Saturdays, Sundays and holidays, of this meeting. The Union may, within ten (10) days of the Company's final answer, request arbitration of the established rate as to its consistency within the existing rate structure of the Plant by initiating the arbitration procedures of this Agreement. Any change in wage rates resulting from the settlement of such grievances shall be retroactive to the date the employee was assigned. The Company retains the right to assign an employee or employees to the new or revised classification and such employees will perform all the required job duties while the grievance is arbitrated.

ARTICLE XXII

SECURITY PLANS AND BENEFITS

The Company and the Union agree that the employees represented under the Collective Bargaining Agreement will participate in the following Marathon Petroleum Company LP sponsored Benefit Plans. The programs, however, shall be subject to the terms, rights, privileges and conditions of the Plan documents and/or the general contracts between the Company and any insurer or trustee, including the right of modification or discontinuance of the plan or plans, and are subject to the Company's rules applicable thereto, subject to any applicable State or Federal laws:

1. Thrift Plan (Savings/401(k))
2. Retirement Plan (Pension)
3. Marathon Petroleum Success Through People ("STP") Program
4. Health/Medical Plan (including pharmacy)
5. Dental Plan
6. Vision Plan
7. Employee Assistance Program

8. Health Care Flexible Spending Account Plan
9. Group Life Insurance Plan (Basic, Voluntary/Optional)
10. Group AD&D Insurance Plan (Basic, Voluntary/Optional)
11. Occupational Accidental Death Benefit Plan
12. Short Term Disability Program (Occupational/OI&I)
13. Short Term Disability Plan/Sick Pay (Non-occupational)
14. Long Term Disability Plan
15. Vacation Plan
16. Paid Sick Leave Policy
17. Paid Parental Leave Policy
18. Military Leave Policy
19. 125 Plan
20. MetLife Legal Plan
21. Wellness Program
22. Adoption Assistance Plan
23. Educational Reimbursement Program
24. Scholars Program
25. Matching Gift/VIP Program
26. MetLife Voluntary Benefits (Home, Auto, Pet Insurance)
27. Medical Leave Policy

Employees covered by this Agreement will pay any employee contributions required for participation in the above Plans.

It is understood that schedules of some of the above listed benefits may be incorporated into the successor Agreement, however, the incorporation of a schedule of benefits does not supersede the right of modification or discontinuance in accordance with the first paragraph of this Article.

Without limiting in any manner the rights or privileges of the Company to modify or discontinue the above plan or plans, the Company agrees to give the Union at least sixty (60) days written notice prior to the effective date of any modification or discontinuance of such plan or plans, during which period of time the Union may request a meeting with the Company to discuss the effect of such modification or discontinuance insofar as they apply to employees within the bargaining unit.

It is agreed that no dispute, grievance or question arising in connection with the modification or discontinuance of the plans enumerated above shall be subject to the grievance and arbitration procedure in Article VIII of this Collective Bargaining Agreement, however, the application of these plans to employees covered under this Collective Bargaining Agreement are subject to the grievance and arbitration procedure in Article VIII of this Collective Bargaining Agreement. There shall be no strikes or stoppage of work by the Union, or lockouts by the Company, because of any matter covered herein while the Collective Bargaining Agreement is in effect.

ARTICLE XXIII

BULLETIN BOARDS

The Company agrees to provide a bulletin board for Union notices dealing with notice of meetings, social affairs, appointment or elections of officers and committees, and other matters dealing with affairs of the local Union or its members as it relates to Union business. Employee solicitations of any type shall not be permitted.

The Company reserves the right to have the steward remove any material derogatory to the Company or which may adversely effect the operations of the plant.

ARTICLE XXIV

RATES OF PAY

The following increases have been agreed to for the job classifications:

	5/1/22	5/1/23	5/1/24	5/1/25	5/1/26
I or E Techs	2.5%	3%	3%	3.25%	3.5%
Power Plant Tech	2.5%	3%	3%	3.25%	3.5%
Control Room Operator	2.5%	3%	3%	3.25%	3.5%
Lead Operator/ Breaker	2.5%	3%	3%	3.25%	3.5%

*All increase will take effect on the first pay period closest to the date listed.

The Company agrees to evaluate all bargaining unit positions in the Plant each year to determine if equity increases are warranted. The Company will share all information with the Union representative.

ARTICLE XXV

AGREEMENT QUALIFICATIONS

It is agreed and understood that this contract constitutes the full and complete agreement between the Company and the Union. It is further agreed that no amendments, alterations, supplements, or changes of this contract shall be valid unless mutually agreed to by the parties and such proposal shall have been reduced to writing, duly signed, by the proper officials of the Company and the Union., and same is attached to and made a part of this Agreement. A waiver of any breach of condition of this Agreement or any part thereof by either party shall not constitute a precedent in the future enforcement of all of the terms

and conditions herein, nor shall it impair any preceding enforcements prior to said waiver of any breach or condition.

Any provision of this Agreement that may be in conflict with any federal or state law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

The Company will provide access to Plant rules and policies via the Procedures Database. The Company has the right to add to, amend or delete rules and policies as it deems necessary except as limited by this Agreement.

ARTICLE XXVI

SUCCESSOR CLAUSE

The Company agrees that in the event of a sale or transfer of all or a portion of the assets comprising the bargaining unit, the Company will require as a condition of any agreement for such sale or transfer that any new owner or transferee recognize the Union as the collective bargaining representative of the employees of such sold or transferred asset to the extent required by applicable federal labor law. In addition, In the event the Company sells or transfers the generating facility, this Agreement shall remain in full force and effect and be binding upon the purchaser or transferee and the Company agrees it will include in the purchase agreement that this Agreement is so binding.

Except that such successor company shall not be required to continue the existing employee benefits but shall be entitled to establish a package of benefits for employees covered by the Collective Bargaining Agreement that are reasonably comparable in the aggregate.

"Employee benefits" does not include hourly wage rates and vacation, which shall not be included in determining whether the proposed package of benefits is reasonably comparable in the aggregate, unless otherwise agreed between the successor company and Union.

ARTICLE XXVII

DURATION OF THE AGREEMENT

The Agreement between the parties shall remain in full effect for the period of May 1, 2022 through April 30, 2027, 1:00 am, and shall continue from year to year thereafter unless either party shall give notice in writing to the other party at least sixty (60) days prior to any such anniversary date of its desire to amend or terminate same.

The notice of modification or termination shall be accompanied by the proposed changes and negotiations thereof shall commence within thirty (30) days thereafter.

APPENDIX A

RATES OF PAY	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Power Plant Technicians* Entry	$43.15	$44.45	$45.78	$47.27	$48.92
Step 1 (after six months)	$44.84	$46.19	$47.57	$49.12	$50.84
Step 2 (after six months)	$46.52	$47.92	$49.36	$50.96	$52.75
Step 3 (after six months)	$48.22	$49.66	$51.15	$52.81	$54.66
Step 4 (after six months)	$49.92	$51.42	$52.96	$54.68	$56.59
Job Rate (after six months)	$51.59	$53.14	$54.73	$56.51	$58.49
Control Room Operator	$55.76	$57.43	$59.16	$61.08	$63.22
Lead Operator/Breaker Entry	$58.16	$59.90	$61.70	$63.71	$65.94
Job Rate (after one year)	$59.49	$61.28	$63.11	$65.17	$67.45
Senior Job Rate (after six years)	$62.20	$64.06	$65.98	$68.13	$70.51
I or E Technician* Entry	$56.22	$57.91	$59.65	$61.58	$63.74
Step 1 (after six months)	$57.91	$59.65	$61.44	$63.44	$65.66
Step 2 (after six months)	$59.60	$61.39	$63.23	$65.29	$67.57
Job Rate (after six months)	$61.32	$63.15	$65.05	$67.16	$69.51
Maintenance Technician* (note 1)					
Entry	$48.80	$50.26	$51.77	$53.45	$55.33
Step I (after six months)	$50.71	$52.23	$53.79	$55.54	$57.49
Step 2 (after six months)	$52.59	$54.17	$55.80	$57.61	$59.63
Job Rate (after six months)	$54.48	$56.11	$57.80	$59.67	$61.76

*The Company has the right to bring new hires at a rate above the entry rate depending on experience and qualification.

APPENDIX B

POWER PLANT TECHNICIAN

Employees in the Power Plant Technician job classification shall be granted a wage increase upon completion of the required number of training objectives and NUS training programs/booklets.

The principle elements of the Power Plant Technician training are as follows:

1. Upon completion of each training objective, the employee shall present his sills log checklist to the Lead Operator for signature
2. After an employee satisfactorily completes the required training objectives and NUS training programs/booklets, the Operations Supervisor shall verify the satisfactory completion and initiate the process to grant the employee the appropriate wage increase.

Note: The employee is required to complete the safety objectives during the first ninety (90) work days of employment in the Power Plant Technician job classification.

APPENDIX C

JOINT TRAINING COMMITTEE

A Joint Training Committee consisting of two representatives of the Union and two representatives of the Company shall be established to meet at least annually. The representatives of the Union shall be employees of the Union or employees of the Company. The representatives of the Company shall be employees of the Company, one of which shall be designated as Chairman of the Joint Training Committee.

The Joint Training Committee shall review the matters relating to the Operator Training Program, including implementation, modification and administrative issues. Recommendations may be made to the Company for consideration. The final responsibility for the development and administration of the training program shall continue to be the Company.

APPENDIX D

LIST OF EMPLOYEE BENEFITS

It is understood that the list of employee benefits identified herein are those benefits in effect at the date of this Agreement. It is further understood that the benefits identified herein may be modified or discontinued during the term of the CBA subject to the provisions of Article XXIII.

ELIGIBILITY

Regular Full-time and Regular Part-time employees are eligible to participate. For eligibility purposes Regular Full-time means a normal work schedule of at least 40 hours per week, or at least 80 hours on a bi-weekly basis and Regular Part-time means a non-supervisory employee scheduled to work on a part-time basis (minimum of 20 hours but less than 35.)(Refer to each plan for eligibility details.)

Coverage Effective Date

Benefit	Benefits Begin	Benefits End
Health Plans (Medical, Dental Vision)	First day of employment with timely enrollment	Upon separation of employment
Health Care Flexible Spending Account	Effective with timely enrollment	December 31 of calendar year of election. (Must make a new election every calendar year.)
Life, AD&D, OAD	Basic-First day of employment Optional-First day of employment with timely enrollment	All or a portion of coverage (per plan terms) can be continued following separation, at higher rates.
EAP	First day of employment	Continues 36 months following separation of employment at no cost
Disability Plans (STD, PSL, LTD)	First day of employment	Receiving LTD-Benefits continue up to age 65 if disability continues STD/PSL-End upon separation of employment.
Voluntary Plans	Legal-First day of employment with timely enrollment Others-When enrolled in coverage	Legal-Coverage can be ported for up to 12 months following separation of employment. Others-Can be continued following separation but not at group rates

Benefits Providers

Health Plan:

- Medical
  - *Anthem Blue Cross Blue Shield*
    - *Classic option*
    - *Saver HSA option*

    - *Kaiser Permanente*
        - *Northern California option*
        - *Southern California option*
- Prescription drug
    - *Express Scripts*

Dental Plan: *Delta Dental*

Vision Plan: *Anthem Blue Vision*

Employee Assistance Program: *Anthem Blue Cross Blue Shield*

Health Savings Account (with Saver HSA option)**:** Fidelity

Health Care Flexible Spending Account Plan: PayFlex

Life and Accident Plans: *MetLife*

- *Life Insurance*
- *Accidental Death & Dismemberment Insurance*
- *Occupational Accidental Death Insurance*

Voluntary Benefits: *MetLife*

- *Legal*
- *Home*
- *Auto*
- *Pet Insurance*

Savings Plan (401(k))**:** *Fidelity*

Retirement Plan (pension)**:** *Fidelity*

APPENDIX E

WORK SCHEDULE

12- Hour Schedule

This schedule is for all rotating shift employees in the Operations Department:

The 4 days on/4 days off version is in effect defined as follows:

Normal work week is the period of seven consecutive days commencing at 5:30 am on Monday.

Normal working hours are defined as:

Day Shift - beginning at 5:30 am and ending at 5:30 pm
Night Shift - beginning at 5:30 pm and ending at 5:30 am

In cases where an employee's shift traverses the workday or is extended and work time crosses the day divide (from one day into the next), the employee will continue to be paid as if there had been no break in day unless the employee's next scheduled shift begins. When the employee's next shift begins, the employee shall be paid in accordance with provisions in the Agreements that define payment of regularly scheduled hours, or overtime, whichever is appliable.

Overtime Pay of 1 ½ times the hourly base rate will be paid for any hours worked in excess of the regularly scheduled thirty-six (36) or forty-eight (48) hour work week. Time not worked will not be counted toward the hours worked in a regularly scheduled workweek.

Holiday Pay at the hourly base rate will be paid for scheduled holidays per Article XVII.

Vacation requests of less than one week increments must be done so in twelve (12) hour day increments.

Stand-by-pay will be paid consistent with Article XI.

Shift Differential will be paid consistent with Article XII.

This schedule requires a Position Coverage (Stand-by) procedure as follows:

Following the 4 day day shift rotation, Operations Personnel will be scheduled for 4 days of Stand-by Coverage. Stand-by pay per day will be paid to personnel for these days per Article XI.

Personnel on Stand-by will carry a company provided pager and/or cell

phone. The employee must remain in the area of the plant that when paged, he/she can report to work within two (2) hours ofbeing contacted.

For sick relief and floating holiday requests during day shifts, the employee on stand-by will be given the first opportunity for coverage, if they opt to pass on the opportunity, the Day Shift employee will be given the opportunity to cover the request. If the Day Shift employee opts to pass on the opportunity, the employee on stand-by will be required to report to work

Operations Personnel may swap Stand-by days with other qualified personnel as long as management has been properly notified and has approved of the qualifications of the personnel swapping Stand-by. Under no circumstance will a Stand-by swap be arranged that has the potential for personnel to work in excess of twelve (12) hours, without the express permission of management.

The Company has determined the need for Lead Operator Breaker role utilized to cover planned vacancies on days, nights, and weekends, the following will apply: The Breakers' schedules will be developed based on known vacancies and provided at least two weeks in advance. When not utilized in filling vacancies, during normal operating conditions, and when business needs allow, the Breaker will have a set schedule and follow a dayshift twelve-hour schedule. The schedule will be:

Breaker		SUN	MON	TUE	WED	THU	FRI	SAT
12 hour - Dayshift	W1			X	X	X	X	
	W2		X	X	X			

or

Breaker		SUN	MON	TUE	WED	THU	FRI	SAT
12 hour - Dayshift	W1		X	X	X			
	W2			X	X	X	X	

The Breaker role will be assigned each calendar year by the following procedure:

1. The Foreman will solicit volunteers by seniority.
2. If there are no volunteers, the position will be offered to the most senior, eligible person first.
3. If the position is not accepted, it will be assigned to the least senior eligible person.

Note: Individuals will be considered "eligible" provided they have not worked the Breaker role for the last 2 calendar years.

Note: Regardless of staffing, a new Breaker will not be assigned until the new calendar year regardless of mid-year staffing fluctuations.

The single incumbent currently occupying the Dayshift Lead Operator classification will be red-circled at their 2022 wage rate of $68.77 (2021 rate of $67.09 + applicable 2022 increase) until the year in which the contractual rate to the Lead Operator/Breaker in Exhibit A becomes greater.

All non-rotating shift employees will work an alternate workweek schedule. Under this alternate workweek schedule, the week begins at 11:30 am on Friday and ends at 11:00 am the following Friday. Under this schedule, employees will have alternating Fridays off, working nine (9) hours per day Monday through Thursday and eight (8) hours per day on "working Fridays".

Alternate Work Week Schedule

This schedule is for all non-rotating shift employees and Operations Personnel not covered by the 4 day on / 4 day off schedule

The Alternate Work Week version in effect is defined as follows:

Normal work week is the period of seven consecutive days commencing at 11:30 am on Friday.

Normal work day is the twenty-four (24) hour period commencing at 11: 30 am until 11: 00 am the following day. The period 11: 00 am to 11:30 am is set aside as a dedicated meal period .

Normal working hours are defined as:

Monday -Thursday -07:00 am -4:30 pm
Fridays (working) -07:00 am - 3:30 pm Alternate Fridays off

In cases where an employee's shift traverses the workday or is extended and work time crosses the day divide (from one day into the next), the employee will continue to be paid as if there had been no break in day unless the employee's next scheduled shift begins. When the employee's next shift begins, the employee shall be paid in accordance with provisions in the Agreements that define payment of regularly scheduled hours, or overtime, whichever is appliable.

Overtime Pay of 1 ½ times the hourly base rate will be paid for any hours worked in excess of the regularly scheduled nine (9) or eight (8) hour work day.

Paid time off (vacation, sick and all holiday hours) will be based on the number of hours that personnel are scheduled to work on the day the paid time off is incurred.

The alternate work week schedule will remain in place consistent with Foster Wheeler 's Corporate Office Alternate Work Week Schedule.

FOR THE UNION:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 1245

FOR THE COMPANY
MARATHON RENEWABLE FUELS LLC

Bob Dean
Business Manager

Tiffany West
Human Resources

Al Fortier
Senior Assistant Business Manager

Brian Fisher
Plant Manager

Devin Mun
Shop Steward, Negotiating Committee

Theodore Donnell
Negotiating Committee

Victor Aviles
Negotiating Committee

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
3/14/2024
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.