

MEMORANDUM OF AGREEMENT BETWEEN  
BASF CORPORATION & BASF, LLC AND  
THE UNITED STEELWORKERS UNION

1.

This Memorandum of Agreement is entered into between BASF Corporation and BASF, LLC (hereinafter referred to collectively as “BASF”) and the United Steelworkers Union and on behalf of its Locals 9-0170; 13-0620; 9-0238; 2659-37; 2659-27; 429; 9-0562; 9-0237; 10-0074; 9-0174; 9-0237-01; 8565-1; and 13-9335 (hereinafter referred to collectively as the “Union”).

2.

BASF and the Union are parties to Collective Bargaining Agreements (hereinafter referred to collectively as “Agreements”) at Sites in Attapulgus, Georgia; Geismar, Louisiana; Gordon, Georgia; Jackson, Michigan; Kankakee, Illinois; McIntosh, Alabama; McIntyre, Georgia; Monaca, Pennsylvania; Quincy, Florida; Sandersville, Georgia; Streetsboro, Ohio; and Vidalia, Louisiana. (hereinafter referred to collectively as the “Sites”).

3.

On Wednesday, March 11, 2020, the World Health Organization (WHO) declared COVID-19 (hereinafter “Coronavirus”) a worldwide pandemic. Due to the impending issues created by the Coronavirus, BASF is taking aggressive measures and proactive steps to manage its impact. To this end, BASF has authorized the extension of certain benefits and leave provisions specific to the Sites (hereinafter “Coronavirus Benefits and Leave Provisions”).

4.

The Coronavirus Benefits and Leave Provisions are contingent upon the Unions’ agreement and acceptance of the following:

a. The Coronavirus Benefits and Leave Provisions are presented to the Union on a non-precedent setting basis;

b. The Coronavirus Benefits and Leave Provisions are subject to and considered in conjunction with the current benefits and leave provisions of the Agreements;

c. The Coronavirus Benefits and Leave Provisions are offered to help manage this emergency;

d. The worksheets attached hereto as Appendix A provide an implementation schedule of the Coronavirus Benefits and Leave Provisions to illustrate how such provisions will be applied;

e. The application of the Coronavirus Benefits and Leave Provisions may be modified in response to the pandemic;

f. BASF will, in good-faith, attempt to address any questions or concerns regarding the application of the Coronavirus Benefits and Leave Provisions with the understanding and agreement that the Coronavirus Benefits and Leave Provisions outlined in Appendix A are not subject to the grievance and arbitration provisions of the Agreements; however, such benefits and leave will be provided in a consistent, uniform manner.

5.

Both BASF and the Union recognize that alternative shift schedules and/or staffing level adjustments may be implemented due to the “social distancing” requirements set forth by the Centers for Disease Control and Prevention. This will be done in accordance with the provisions of the applicable contract, however, with the understanding that this time is challenging and the parties will work together to protect the health and safety of the employees.

6.

This Memorandum of Understanding shall go into effect upon the execution by designated representatives of both BASF and the Union and shall be in full force and effect.

7.

BASF and the Union agree that the Memorandum of Agreement is in effect for a 90-day period following execution by the parties. BASF may, however, terminate the Memorandum of Agreement prior to the expiration of the 90-day period with thirty (30) days written notice served upon the Union. BASF and the Union further agree that the Memorandum of Agreement may be extended beyond the 90-day period with written agreement as to a time specific by both parties.

8.

During the term of the Memorandum of Agreement, BASF and the Union agree to implementation of the Site Entry Service Protocol (SESP), which is attached hereto and incorporated by agreement. Although the SESP should not cause employees to be tardy, this will be taken into consideration if the SESP is the reason for such tardiness.

9.


Except as modified by this Memorandum of Agreement, the provisions set forth in the Sites' Agreements continue to apply to employees represented by the Union.

10.

BASF and the Union agree that the only consideration for their agreement to execute this Memorandum of Agreement are the terms stated herein and there have been no other promises or agreements of any kind which would cause either party to execute this Memorandum of Agreement.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THIS MEMORANDUM OF AGREEMENT AND THEY HAVE THE ACTUAL AUTHORITY TO EXECUTE IT AS REPRESENTATIVES OF THEIR RESPECTIVE ENTITIES SET FORTH BELOW:

BASF

By:   
Its: Sr. Director Labor Relation, NA

USW

By:   
Its: District 9 Director, Council Chair

## **Appendix A**

**\*Please see Appendix A, which is attached hereto and incorporated by agreement.**



Pandemic-related reasons for absence	Treatment under the local union attendance policy, where applicable.	Paid or Unpaid* * Unpaid employees facing hardship may apply for support from the Employee Assistance Fund	Agreed change during the pandemic crisis *subject to MOA approval by Union
Employee has flu-like symptoms and is absent for less than 4 days	Will follow local attendance policy guidance, where applicable.	<ul style="list-style-type: none"> <li>Coronavirus Benefits &amp; 14 Day Leave Provisions apply</li> </ul>	<ul style="list-style-type: none"> <li>BASF has agreed to offer up to 14 <b>consecutive</b> calendar days of <u>base pay</u> as the first line of support for employees who would not normally be eligible for this benefit (union-represented).</li> <li>BASF has also agreed to waive the unions' eligibility waiting periods during the COVID-19 pandemic <b>for medical, prescription and A&amp;S benefits</b></li> </ul> <p><b>Note: 14 consecutive calendar days is intended to make an employee whole based on their 2 week work schedule and their base pay; without additional overtime consideration.</b></p>
Employee has flu-like symptoms OR is quarantined (by doctor's order) and absent for 4 days or more	NOT an absence occurrence; draw down available FML time  *Employee should contact the leave team to start the leave process	<ul style="list-style-type: none"> <li>Coronavirus Benefits &amp; 14 Day Leave Provisions apply;</li> <li>after that, pay is determined under terms of A&amp;S plans from day 15 forward</li> </ul>	<ul style="list-style-type: none"> <li>BASF has agreed to offer up to 14 <b>consecutive</b> calendar days of <u>base pay</u> as the first line of support for employees who would not normally be eligible for this benefit (union-represented).</li> <li>BASF has also agreed to waive the unions' eligibility waiting periods during the COVID-19 pandemic <b>for medical and/or A&amp;S benefits.</b></li> </ul>
A family member living in the employee's household (or for whom the employee is caregiver) has flu-like symptoms	NOT an absence occurrence; draw down available FML time  *Employee should contact the leave team to start the leave process	<ul style="list-style-type: none"> <li>Coronavirus Benefits &amp; 14 Day Leave Provisions apply;</li> <li>After that <b>paid</b> time off is available vacation, floating holidays, or other paid time that is accrued;</li> <li>After that <b>unpaid</b> FMLA (if available) or an approved <b>unpaid</b> Personal Leave (if available) only after FMLA time is exhausted</li> </ul>	<ul style="list-style-type: none"> <li>BASF has agreed to offer up to 14 <b>consecutive</b> calendar days of <u>base pay</u> as the first line of support for employees concurrent with FMLA tracking (as applicable);</li> <li>Following 14 <b>consecutive</b> calendar days, the normal policy provisions + pay practices apply. i.e., You have taken the time off under the Coronavirus Benefit &amp; 14 Day Leave Provisions, then have a personal illness; FMLA &amp; the normal A&amp;S policy would apply with the waiting periods waived (if applicable)</li> </ul> <p>* After all pay options have been exhausted, employees facing hardship may apply for support from the Employee Assistance Fund</p>



<p><b>Pandemic-related reasons for absence</b></p>	<p><b>Treatment under the local union attendance policy, where applicable.</b></p>	<p><b>Paid or Unpaid*</b></p> <p>* Unpaid employees facing hardship may apply for support from the Employee Assistance Fund</p>	<p><b>Agreed change during the pandemic crisis</b></p> <p>*subject to MOA approval by Union</p>
<p><b>Self-quarantine:</b></p> <ul style="list-style-type: none"> <li>Employee has a child at school with potential exposure or closure of a child's school or child/leider day care</li> <li>Employee or family member (defined above) has experienced a potential exposure</li> <li>Employee does not have any symptoms but does not wish to be in proximity with co-workers; fears possible contagion</li> <li>Employee has chronic conditions or underlying immune system deficiencies</li> <li>Employee or family member (defined above) is in a CDC defined risk population and is concerned about exposure</li> <li>Employee is requested by BASF to stay home based on exposure concerns</li> </ul>	<p>NOT an absence occurrence.</p> <p>However, Suspicions of abuse will be reviewed by leader for applicability of disciplinary policy</p>	<p>Coronavirus Benefits &amp; Leave Provisions apply;</p> <ul style="list-style-type: none"> <li>After that <b>paid</b> time off is available vacation, floating holidays, or other paid time that is accrued;</li> <li>After that <b>unpaid</b> FMLA (if available) or an approved <b>unpaid</b> Personal Leave (if available) only after FMLA time is exhausted</li> </ul>	<ul style="list-style-type: none"> <li>BASF has agreed to offer up to 14 <b>consecutive</b> calendar days of <b>base pay</b> as the first line of support for employees who would not normally be eligible for this benefit (union-represented).</li> <li>BASF agreed Union employees who have no available vacation or personal leave can be placed on <b>unpaid</b> medical leave for up to 14 consecutive <b>calendar</b> days</li> </ul> <p>* After all pay options have been exhausted, employees facing hardship may apply for support from the Employee Assistance Fund</p>
<p>Employee cannot return from business or personal travel due to pandemic-related travel restrictions</p> <p>Unlikely to apply to the union represented population</p>	<p>NOT an absence occurrence</p>	<ul style="list-style-type: none"> <li>For business travel: extend the trip and allow employees to work remotely with pay, if possible</li> <li>For personal travel: same as self-quarantine, above</li> </ul>	<p>Same as above</p>
<p>Worksite closure - to be determined by CMT or local Site Leadership</p>	<p>NOT an absence occurrence</p>	<ul style="list-style-type: none"> <li>Union-represented employees who cannot work remotely, should align with management/ supervisor to understand contingency planning as well as personal pay/benefit options.</li> <li>Applicable provisions will be followed under the current CBA, unless otherwise negotiated.</li> </ul>	<p>BASF will decide when to enact the following possibilities:</p> <ul style="list-style-type: none"> <li>Base pay continuation for 2 pay cycles (1 month)</li> <li>Continue Medical, Prescription and Dental benefits and waive premium for medical, prescription and dental benefits up to 3 months (BASF covers monthly premium costs)</li> </ul> <p>*After all pay options have been exhausted, employees facing hardship may apply for support from the Employee Assistance Fund</p>

## **Appendix B**

**\*Please see Appendix B, which is attached hereto and incorporated by agreement.**



## ACCESS CONTROL for PANDEMIC

If there is widespread infectious disease and local authorities, Dept. of Health, CDC are no longer able to employ systematic approach to control the spread, local sites may have to implement site access screening for all nested workers.

Screenings should take place in a well-ventilated, climate-controlled (temperature >60F for infrared thermometer) location. The minimum recommended PPE and supplies are:

- Nitrile gloves
- NIOSH approved N-95 masks (recommended)
- Disinfectant for cleaning reusable instruments and contact surfaces
- Facilities and soap for hand washing
- Infra-red thermometer(s), or disposable temperature strips
- Symptom questionnaires

Depending on the current infectious agent and clinical syndrome, additional PPE may be recommended:

- monogoggles or face shields
- disposable gowns

### Screening with Respiratory Protection

1. Site will need to appoint enough “screeners” to handle the volume of workers arriving for shift.
2. It is recommended that screeners wear N-95 masks. Since none of the workers to be screened are known to have, or suspected of having, COVID-19 infection respiratory protection is not required by OSHA.
3. Preferably screeners opting to use respiratory protection should already be medically cleared and fit tested for N-95 use.
4. When disposable N95 filtering facepiece respirators are not available, screeners can consider using other respirators that provide greater protection and improve worker comfort. As per OSHA, other types of acceptable respirators include: a R/P95, N/R/P99, or N/R/P100 filtering facepiece respirator; an air-purifying elastomeric (e.g., half-face or full-face) respirator with appropriate filters or cartridges; powered air purifying respirator (PAPR) with high-efficiency particulate arrestance (HEPA) filter; or supplied air respirator (SAR).
5. Site will need to limit access points.
6. Screeners should wear appropriate respiratory protection as above and nitrile gloves.
7. Screeners issue questionnaire verbally to all arriving workers. (see attached)
8. If worker has a positive response to any questions, he/she should be turned away and instructed to consult their physician.

9. If all negative responses to all questions, then screener takes worker's temperature with (preferably) infrared thermometer.
  - Infrared thermometers should NOT contact the subject's skin.
  - If skin contact is made the thermometer must be decontaminated per the manufacturer's procedure.
  - If the thermometer lens is contaminated it must be decontaminated per the manufacturer's procedure.
10. If no infrared thermometer, single use temperature strips can be used.
  - Screener asks worker to place temperature strip under tongue
  - After one minute worker removes temperature strip and reads temperature and reports to screener.
  - The dots on the strip will change color up to the detected temperature.(see Fig. 1)
  - Temperature strip is immediately placed in trash

*\*NOTE: Oral or ear thermometers are less desirable and last resort as they require screener to make contact with the subject worker.*

11. If the worker has all negative responses to questions and no fever (temp $\geq$  100.4F or 38C) that worker can be granted access.
12. If the worker has a fever (temp $\geq$  100.4F or 38C) he/she should be turned away and instructed to consult their physician.
13. A list of all workers turned away should be provided to site medical or the site medical contact.
14. Workers denied access should not be allowed back on site until cleared by their physician and Site or Corporate Medical

### **Screening Without Respiratory Protection**

1. If no respirator is available, **screening MUST take place in a well-ventilated location.**
2. Entry point screenings will utilize social distancing as per one of the following 2 scenarios:
  - a. If the local climate is moderate (temperature >60F for infrared thermometer) and the weather favorable, screeners can assess vehicle passengers by asking screening questions and passing thermometer through partially open vehicle windows. Screeners must decontaminate thermometer handles between screenings with disinfectant wipes or provide receptacle for workers to immediately discard single use temperature strips.
  - b. Screener maintains minimum of 6 ft from all subjects. Symptom inquiry performed verbally with distancing.
    - Workers take their own temperature with either infrared thermometers laid out away from screener. Instructions for operation of thermometer are provided. Subjects report temperature to screening before being allowed access to site. Disinfectant wipes should be available to workers to clean handle of thermometer after each use.

- If no infrared thermometer is available, single use temperature strips can be used. Temperature strips are laid out on table away from screener. Screener asks worker to place one temperature strip under tongue. After one minute worker removes temperature strip and reads temperature and reports to screener. The dots on the strip will change color up to the detected temperature. (see Fig. 1) Temperature strip is immediately placed in trash

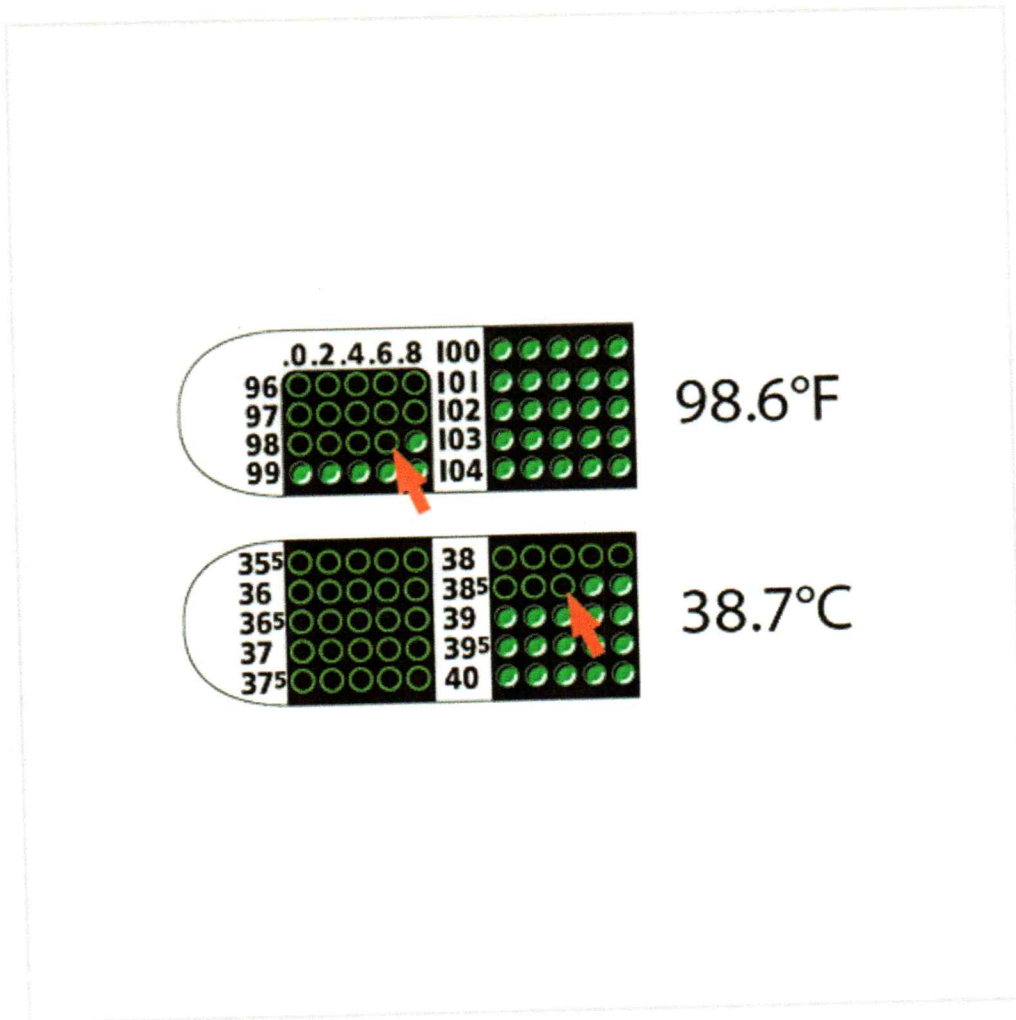


Fig. 1

*\*NOTE: Oral or ear thermometers are less desirable and last resort as they require screener to make contact with the subject worker.*



**BASF Corporation**  
**COVID-19 Screening Questionnaire**

1. In the past 24 hours have you had:
  - a. Fever (temperature > 100.4°F or 38°C)
  - b. Cough
  - c. Shortness of breath
  
2. In the past 2 weeks have you had close contact with anyone
  - a. diagnosed with the coronavirus
  - b. flu-like symptoms, fever or cough

NOTE:

If the answers to all questions are “NO”, then worker may enter the site.

If worker answers “YES” to any questions he/she must not be allowed on site. Refer worker to their personal physician and notify site medical or the site medical contact.