

LETTER OF AGREEMENT

Between

Texaco Exploration and Production Inc.

a Subsidiary of ChevronTexaco

San Joaquin Valley Business Unit

And

PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY
WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

The Company and the Union continue to agree that the workplace must be free of any influence from the effects of drug and alcohol abuse. Both the Company and the Union recognize that this agreement reflects modifications in previous Company proposals.

The Parties further agree to adopt the SJVBU Drug and Alcohol Testing Program (non-DOT) and modify that program as follows:

- 1) Create a category of "Highly Safety Sensitive Job" (HSSJ), as outlined in Attachment "A." At this time, there is no job classification covered by the Collective Bargaining Agreement that will be classified as HSSJ. If, at some future date, job classifications are designated as being in the HSSJ category, the Company shall notify the Union of such designation, and upon the Union's request, bargain over such designation as provided for under the National Labor Relations Act, as amended.
- 2) Acknowledge that post-incident and/or post-accident testing will continue as outlined in Attachment "A", #2, page 3, and will be conducted in accordance with the criteria set forth in Enclosure 2. Such testing is not a result of behavioral factors, and if no behavioral factors are present to conduct a "for cause" test, employees tested on a post-incident or post-accident basis will not be removed from the workplace pending results of the test.

Modify the current Drug and Alcohol Testing Program to reflect the provisions as outlined in Attachment "A", #3.

- 3) Adopt a two-barrel selection system for all random testing as outlined in Attachment "A". In addition, no single individual will be tested under the random testing aspect of the Program more than three (3) times during any calendar year, unless required by law. While design of a two-barrel system is not controlled by policy, the complexity of a particular two-barrel system, and the number of locations it covers, can significantly impact both design and maintenance costs, which should be minimized (see Attachment B).
- 4) Conduct the post-rehabilitation follow-up testing period as outlined in Attachment "A".

- 5) Ensure that all employees know that there is no specific limit on the number of times that employees in safety sensitive jobs or non-safety sensitive jobs may self refer to EAP for assistance. (See Attachment "A", #6, page 7).
- 6) The parties agree that further changes to the San Joaquin Valley Business Unit Drug & Alcohol Program (non-DOT) may be necessary; for example, there are references to a form GO-1277, which is obsolete, and references to ChevronTexaco MRO are also obsolete. In the event of such changes, the company will inform the union of those changes.

It is also understood that this Agreement, which amends the San Joaquin Valley Business Unit Random Drug & Alcohol Program, does not result in either party relinquishing any rights which exist in the current Collective Bargaining Agreement.

In Witness Hereof, the Parties have
Executed the Agreement on

February 12, 02

For the Company

Carol J. Puse

For the Union

Bob A. Johnston

