EXHIBIT

"A"

Memorandum of Agreement
Grace Davison
Curtis Bay

This Memorandum of Agreement is hereby entered into by and between W.R. Grace & Co.-Conn., Grace Davison, Curtis Bay Site, located at 5500 Chemical Road, Baltimore, Maryland, 21226, and its successors or assignees (hereinafter referred to as the "Company") and the International Chemical Workers Union Council of the United Food and Commercial Workers Union Local 976C (hereinafter referred to as the "Union").

The Company and Union hereby mutually agree that all of the provisions and terms of the Agreement, as extended, between the Company and Union in effect as of 7:00 a.m. September 25, 1999 until 7:00 a.m. October 12, 2002 shall be continued in full force and effect until 7:00 a.m. September 30, 2006, subject only to the following amendments and conditions to be effective, unless otherwise noted herein, as of 7:00 a.m. on October 12, 2002.

1. Terms of Elkridge Memorandum of Agreement, effective 3/1/01.

   a. Article 1 – Recognition. Change Section 2 to read:

      Sec. 2 – Employee Defined. Whenever used in this Agreement, the term "employee" shall mean the production and maintenance employees at the Company's Curtis Bay Works, Baltimore, Maryland, and **warehouse employees at the Company's Elkridge, Maryland warehouse** excluding, all office employees, office and plant clerical employees, salesmen, technical and professional employees, executives, foremen, watchmen, guards and supervisory employees as defined in the National Labor Relations Act, as amended.

   b. Appendix 1 (Seniority Units and Job Groups)

      Add the following:

      Unit 19 – Elkridge Warehouse

      Job Group: Warehousemen

   c. Article 4, Sec. 5 – Seniority Rights. Add the following paragraph:

      With respect to current Elkridge employees who were employed by the Company as of September 1, 2000, Company, Unit and Job Group seniority shall commence as of that date, except that as between current Elkridge employees, in the event qualifications are relatively equal,

seniority or service time shall date back to their original hiring dates at the Elkridge, Maryland warehouse, as employees of the Company.

d. Article 13 – Vacations. Add the following section:

Section 6. With respect to Elkridge employees, for vacation entitlement purposes, seniority or service time shall commence as of the employee's original date of hire at the Elkridge, Maryland warehouse, as an employee of the Company.

e. The Company will retain the right to contract out the present maintenance work, which pertains to its Elkridge, Maryland warehouse, with the exception of the wrap machine, air compressors and FCC silos and related equipment, which shall be serviced by employees of the Company unless such work cannot be performed in accordance with the requirements of Article 8, Section 7 of the CBA. This provision shall have no bearing on the Company's contracting rights at its Curtis Bay, Maryland facility.

Elkridge Wages

f. In accordance with the CBA, the classified rate of pay for the Working Group Leader/Elkridge shall be fourteen percent (14%) above the classified rate of pay for the Warehousemen/Elkridge.
g. In the event a warehousemen listed in Attachment D is temporarily transferred to the position of Working Group Leader/Elkridge, he shall receive one dollar ($1.00) per hour more than his rate of pay for the duration of the transfer.
h. Elkridge employees shall receive a ten-cent ($0.10) increase when they have a posted class A license.
i. The employees listed in Attachment D hereto shall be exempt from the classified rates of pay herein established for so long as they remain in the positions to which they are presently assigned, subject to reversion rights under the CBA, as applicable. Their respective hourly rates of pay shall be as set forth in Attachment D.

2. Article 7, Section 4: An employee who has called off twenty (20) minutes prior to shift to report lateness will be allowed to come to work up to four (4) hours late, but will not be allowed to work if more than four (4) hours late.

3. Article 10, Section 4: For health and safety reasons, no employee will work more that 16-1/4 hours within a rolling 24-hour period without the mutual consent of the company and the employee. Each employee shall be required to be off the clock for a continuous period of at least 7-3/4 hours. If an employee is sent home during a previously scheduled workday, they will be paid at the rate of pay as originally scheduled for any hours not worked.

4. Article 15, Section 2: "...the period between the date of death and the (add: next business) day following burial,..."

5. Article 23, sec. 3: The Grace Educational Assistance Program ("GEAP") shall be made available to employees as said GEAP may be modified or amended from time to time at the Company's sole discretion, for as long as it makes the GEAP available to salaried employees of W. R. Grace & Co., who are not covered by this Agreement, and on the same terms and conditions as it makes the GEAP available to such salaried employees.

   The Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend, or modify the GEAP, and interpret and apply the GEAP terms, at any time, including during the term of this agreement, in its sole discretion.

   The Union hereby waives all rights or claims of right to bargain collectively or to arbitrate with respect to the GEAP or any similar, supplementary or substitute plan, or with respect to the application, interpretation, amendment or termination of said GEAP, and further agrees that it will not attempt to require the Company to bargain or arbitrate over such matters.

   Courses required by the Maintenance Training will be unaffected by the GEAP.

6. Absence Control Policy: Remove under the heading 12 occurrences, "Pursuant to Article 15, section 2."

7. Alcohol/Drug Policy: Remove EAP direct phone number

8. Alcohol/Drug Policy: Number paragraphs (1, 2, 3) following; the following violations constitute major offenses of Company Rules and represent cause for immediate suspension subject to discharge.

9. Appendix I: Add Unit 19 – Elkridge Warehouse Job Group (A) – Warehouseperson

10. Article 4, sec. 6(d): Add after 2nd paragraph: Plant wide postings will be posted for a period of seven consecutive twenty four (24) hour days, beginning not later than 10:00 a.m. of the first day.

11. Article 13, sec. 2: Add: Employees with eligibility for only one (1) week of vacation entitlement are not subject to the mandatory vacation provisions of Article 13, sec. 2.

12. Article 9, sec. 2: "Optional Shutdown Duties"
If a shutdown is expected to last eight (8) hours or more, then the employees at their option may do the following duties: a) General housekeeping, b) Minor painting which does not require a ladder, c) Assist in baghouse changes, d) Cut grass, e) Remove snow, and f) General warehouse work.

An employee cannot be assigned to column packing changes if any part of their job is operating.

13. Article 13, sec. 5(b): Vacation Pay for Retirees
Add the following language to the last sentence:

"..., provided, however, in the case of retirees, vacation time taken in the current year will be considered hours worked for the purpose of meeting the 1,200 hour minimum."

14. I & E Agreement: The parties agree that during the term of the new collective bargaining agreement they will discuss the creating of a new combined Instrument/Electrical position ("I&E Job"). The parties also agree that if they are unable to come to agreement on the creation of the I&E Job by March, 2003, the Company will have the right to establish the I&E Job unilaterally, subject only to the Union's right to challenge the wage rate for the job as established by the Company, pursuant to be grievance/arbitration procedure.

15. Article 17, Section 4: Remove language from CBA.

16. Article 4, Section 12: Add to end of paragraph, "except that if they bump to Elkridge they will lose red-line status."

17. Article 23, Section 6: The parties agree to discuss pay for job knowledge by end of 2002.

18. Disability Retirement CAP: For employees who become disabled on or after September 28, 2002, increase maximum monthly disability retirement benefit from $2,000 to $3,000.

19. Eliminate Pension Service CAP: For employees who terminate/retire on or after September 28, 2002, eliminate the credited service cap.

20. Pop-Up Retirement Plan Provision: For employees who terminate/retire on or after September 28, 2002, the Retirement Plan shall be amended to provide "pop-up"

coverage. This coverage will allow retirees to select any of the Joint Survivor Options. In the event of the spouse predeceasing the retiree, the retiree's monthly pension benefit will "pop-up" to the calculated single life annuity.

21. Retirement Benefit: For active employees who retire/terminate on or after September 28, 2002, increase the monthly benefit per year of credited service from $38.00 to $50.00.

22. Article 23, Section 5: An annual safety shoe allowance up to a maximum of $120.00 will be paid to each employee upon presentation to the company of a receipt of purchase of an ANSI Z41 standard approved safety shoe. Monies to be redeemed through petty cash.

23. Appendix II Absence Control Policy: V. Discipline – Change twelve occurrences to ten occurrences for which an employee will be suspended subject to discharge. All employees will be credited two occurrences to a minimum of zero to compensate for the change. Change ten occurrences to eight occurrences in which an employee will receive an EAP referral.

24. Article 8 Maintenance – Sec. 12 Reliability Technicians: A new job classification will be created to perform predictive maintenance including but not limited to vibration analysis and non-destructive testing on any plant equipment. This classification will be within Unit 13 and may be within Job group (B) Central Multiskilled Mechanics and/or (H) Area Multiskilled Mechanics. The Reliability Technicians may perform multicraft tasks related to their work. If predictive maintenance work is not available for Reliability Technicians, they may be assigned Multicraft work within their job group. The creation of this position does not prevent other maintenance personnel from performing predictive maintenance work for which they are qualified. This position will be required to work closely with the Reliability Engineers, and somewhat independently, therefore a leader of the Reliability Technicians will not be required. This position will be paid at a rate equal to mobile equipment mechanics.

    These Technicians will be eligible for overtime on the job assigned provided that their technician skills are required to complete the job. When assigned as a Multicraft, the technicians will be eligible for overtime as a Multi in their job group.

25. Effective October 12, 2002, employees will be allowed to take up to one day of their accrued vacation in two half-day increments. This provision shall not apply to Emergency Vacation.

26. Wage Increases

a) Across the board increases (excluding the janitors)
Effective 9/28/2002 – Increase hourly rates by 3.0%
Effective 9/25/2003 – Increase hourly rates by 3.3%
Effective 9/25/2004 – Increase hourly rates by 3.3%
Effective 9/25/2005 – Increase hourly rates by 4%

b) Classification Adjustments

- Effective 9/28/2002 – Increase hourly wage rates by $1.00 per hour for Elkridge employees, excluding working group leaders.

- Effective 9/28/2002 – Increase WRP hourly wage rate to that of OMC +$0.01

c) Freeze janitor hourly wage rate for duration of Agreement. Current janitors will receive a $700 per year bonus payable upon ratification of the contract and thereafter during the weeks of 9/25/2003, 9/25/2004 and 9/25/2005.

d) Pay Union Negotiating Committee for days (8 hours) at the negotiating table, plus Thursday (10/10/2002) and Friday (10/11/2002), contingent upon their unanimous recommendation of the Company's final offer, and ratification of the new Agreement.

27. Pending Grievances: James Wilmer and Warren Murray will be eligible for any retirement changes taking effect on September 28, 2002, provided they withdrawal any and all pending grievances with prejudice.

28. See Cross Crafting (Appendix III Changes, attached)

29. It is understood and agreed that the retirement related changes and retirement related benefit improvements described herein, and the effective dates thereof (collectively "Changes"), are subject to the approval of the U.S. Internal Revenue Service ("IRS") and the U.S. Bankruptcy Court ("Court"). In the event the IRS or the Court disapproves the Changes, in whole or in part, the hourly wage rates will be increased by the amounts set forth below, for any such disapproved change. (Current employees, who retire before said disapproval, will receive a one-time only, single lump sum payment in accordance with the amounts set forth below.) Said lump sum payment/wage increase shall take effect as of the date the disapproved change would have otherwise taken effect.

Disapproved Change	Cost Per-Hour Increase Per Employee	Lump Sum Payment Per Future Retiree as Defined Above
Per $1.00 benefit increase	4.2¢	$260.00
Eliminate 45-year service cap	4.8¢	$300.00
Increase retiree disability cap from $2,000 to $3,000	4.2¢	$260.00
"Pop-up" provision	1.6¢	$100.00

The payments specified herein are subject to deductions required by law.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 12th day of October 2002.

Accepted by International Chemical Workers' Union Council of the United Food and Commercial Workers Union, Local 976C

Michael Kavanagh, President
International Chemical Workers' Union Council of the United Food And Commercial Workers Union, Local 976C

Frank Cyphers
International Secretary Treasurer

Robert Rasinski, Secretary Treasurer

Lee Cook, Recording Secretary

Jimmy Streeter, Vice President

John Marcantoni, Vice President

Jimmy Martin, Chemical Operator

Willie Silver, Vice President

Wirt Johnson, Vice President

Accepted by W. R. Grace & Co.
Grace Davison, Curtis Bay Site

Steven D. Ziegfeld
Site Manager, Curtis Bay
Grace Davison

David Gay, Manager, Human Resources

Jeffrey Kostolni, Operations Manager

David Fairchild, Maintenance & Eng. Leader

Bob Heuser, Manufacturing Manager Hydroprocessing

Joe Centineo, Production Supervisor

Brian Willner, Maintenance Supervisor

George Bowers, Manager Labor Relations and Training

APPENDIX III
CROSS CRAFTING

Instrument Mechanics Duties

1) Instrument mechanics will install liquitite conduit and fittings per the code up to 1 inch in diameter from the instrument to the hard conduit.
2) Instrument mechanics will disconnect, remove and reinstall solenoid valves attached to automatic valves, pressure switches attached to interlocks, superheaters, dryers and calciners and terminate 110 AC and low voltage wires at the instrument.
3) For instrument repairs, instrument mechanics will *remove and* install flanged level transmitters and pipe mounted transmitters where rigging is not necessary. Multis will remove valves and install new valves for new installation.
4) Instrument mechanics will install or repair signal cable, e.g. thermocouples and conductor/shielded cable.
5) Instrument mechanics will replace fuses on lines of 110 AC or lower that are connected to an instrument.

Maintenance Flexibility

- When a mechanic is called in for overtime and works under the supervision of the Night Maintenance Foreman he shall be paid leader pay for those hours worked.
- Before drafting an Area Multi, and after exhausting the proper overtime procedures, Night Maintenance mechanics may be assigned to the job for the purpose of avoiding the draft. If all Night Maintenance mechanics are assigned to jobs, then Night Maintenance mechanics may be asked to cover the overtime for the purpose of avoiding the draft.
- *For all cross crafting assignments, the time worked outside of primary craft will not exceed the time worked within the primary craft. This work is also to be related to the primary assignment.*

Maintenance Flexibility/Changes

The Maintenance Flexibility of the 1993 Memorandum of Settlement will continue as written except that the guarantee of jobs for and within Unit 13 will be discontinued.

Crafts who may perform the task:

For the purposes of Appendix III, whenever rigging is required it will be done by Multi-skilled Mechanics.

Task Description:	Inst.	Elect.	Multi-skill	Oiler
1. Cutting openings in panels	X	X	X	
2. Work on on/off actuators	X	X	X	
3. Work on solenoids/limit Switches	X	X	X	
4. Work on tubing *(1/2" max.)*	X	X	X	X
5. Rebuild regulators	X		X	
6. Minor lubrication			X	X
7. Control valves	X		X	
8. Minor welding		X	X	

NOTE: Crafts boxed are primary crafts that are to be called first for overtime if no craft is assigned to the work when it is determined the overtime is necessary. *Where uncertainty exists regarding the application of primary crafts, the union and management will work together to resolve discrepancies.*

1. CUTTING OPENING IN PANELS

For both new electrical and new instrumental panels that are either purchased from a manufacturer or fabricated by an outside contractor, the electricians or instrument mechanics or multis will be allowed to cut openings as required in the shop or in the field.

For existing electrical and instrument panels, the electricians or instrument mechanics will be allowed to cut openings as needed in the field or in the shop.

Electricians and instrument mechanics will not be using the torch to cut these openings.

2. WORK ON ON-OFF ACTUATORS

Instrument mechanics and electricians will be allowed to disconnect and remove ON-OFF actuators and troubleshoot the system in question only. Instrument mechanics will be allowed to repair ON-OFF actuators. If the ON-OFF actuator is too heavy for one man to handle, either an instrument mechanic, electrician or multi craft mechanic may be required to help. On/Off Actuators – Task may also be assigned to Multi-skilled Mechanics.

3. WORK ON SOLENOIDS/LIMIT SWITCHES

When an instrument mechanic or an electrician, in the course of troubleshooting a system, determines that a solenoid or a limit switch needs to be replaced and/or repaired, the instrument mechanic or electrician performing the trouble-shooting will be

allowed to complete the repair or maintenance of the solenoid and/or limit switch in question.
If the removal of the solenoid valve requires tools that are not normally used by the instrument mechanic or electrician then a multi will be called to help.
Instrument mechanics and electricians will be limited to work on 4'' or smaller solenoid valves.
Multis will be allowed to remove, and replace solenoids and limit switches.

4. **REBUILD REGULATOR**

Troubleshooting, removing, repairing, and replacing of regulators that are 4'' and smaller may be done by either the instrument mechanics and/or the multi-craft mechanics.
If the regulator is too heavy for one man to handle, either an instrument mechanic or multi may be called.

5. **MINOR LUBRICATION**

When it has been determined that a piece of equipment needs to be greased and the equipment has grease fittings, multis will be allowed to grease the equipment. The only exception to this would be for bearings that have a bore of more than 4'' or if special lubrication requirements are needed.
When it has been determined that a piece of equipment is low in oil and requires less than one (1) gallon of oil, multis will be allowed to add oil to it. Multis will lubricate only the equipment they are working on.

OILER – Additional Responsibilities

a. Overall inspection of the equipment within the route. Report to *management* any unusual conditions including but not limited to:
   1) Unsafe conditions
   2) Unusual noises
   3) Over-temperature
   4) Missing guards
   5) Leaks that cannot be repaired on the spot
   6) Excessive vibrations
b. Correct minor leaks (air, water, and oil)
c. Retighten loose fasteners
d. Retighten loose equipment guards.
e. Adjust pump packing
f. *Repair or replace tubing related to lubrication*

7. **CONTROL VALVES**

Any *modulating* control valve, 4'' or smaller, may be troubleshot, removed, and/or replaced by either the instrument mechanic or a multi mechanic.
Repairing of modulating control valves will be done by the instrument mechanic.
If the control valve is too heavy for one man to handle, either an instrument mechanic and/or multi may be called

8. MINOR WELDING FOR ELECTRICANS

Electricians could weld for the purpose of supporting electrical conduit. Multis will fabricate the brackets *if required*.

Attachment D (Elkridge)

Name	Date of Hire	Rate of Pay	Title
Ronald Moore, Jr.	4/21/1994	$12.91/hr	Warehouseman
Michael Taylor	9/5/1995	$13.07/hr	Warehouseman
Eric Wilder	7/24/1995	$13.35/hr	Warehouseman
Robert King	1/21/1993	$17.31/hr	Working Group Leader/Elkridge
Steve Ward	2/1/1993	$17.31/hr	Working Group Leader/Elkridge