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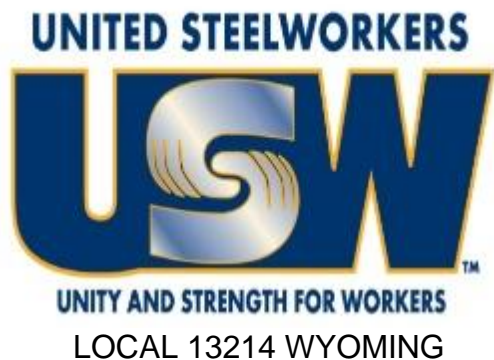
AGREEMENT

Between

GENESIS ALKALI LLC

And

UNITED STEELWORKERS



DATE: JULY 1, 2024

Labor Agreement Covering Employees
at Westvaco and Granger, Wyoming Plant

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This Agreement made and entered into this 1st day of July **2024** by and between GENESIS ALKALI LLC, herein after called “Company”, and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC, on behalf of its affiliated LOCAL UNION NO. 13214, hereinafter collectively referred to as the “Union”.

PREAMBLE

The parties recognize that improving and assuring the Company’s competitive position by increasing productivity and quality, **while** working together to **optimize** how work is done, will result in greater levels of employment security, job satisfaction **which benefits** all employees **and their families, and creates greater value for all our customers.**

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Therefore, both parties affirm commitment to **continuing to improve upon** a high-performing organization **with** a mutual objective of creating trust, improving communications, promoting dignity and self-esteem, providing a better, **healthier**, and safer work environment, **creating value for customers**, and enlisting the active participation of all employees **each and every day.**

The parties recognize every employee and member as a valuable resource, who can contribute to **the success** of our objectives. It is important that all employees be involved in identifying problems and solutions and **are expected** to be knowledgeable of and to take an active part in the daily activities of **their respective role in the** business.

Employees will be encouraged to use their skills and knowledge to make decisions and take action in their areas of expertise to support the business needs **and optimize overall value. To achieve these goals the parties jointly commit to create the safest, most efficient business in the industry.**

WITNESSETH

Whereas the Union represents and warrants that a majority of the employees of the Company covered by this Agreement are members of the Union herein above named and said Union is authorized by said members to bargain collectively with the Company with respect to wages, hours, and working conditions.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section I DEFINITIONS

1. Employee

The term “employee” as used in this Agreement means only those persons now or hereafter employed by the Company in operation at its facilities located at Westvaco and Granger, Wyoming, and performing a classification of work listed in Appendix A attached hereto and made a part, hereof, or hourly paid employees performing a classification of work not

specifically excluded in the paragraph below. The term “employee” shall not include a supervisor in charge of any class or classes of workers, a security officer, research personnel, an office or clerical worker, or professional, administrative and executive personnel.

It is the intention of this Agreement to reserve to the Company and except from this Agreement an adequate force of supervisory employees to effectively conduct the safe and efficient operation of the facility and, at the same time, to provide against the abuse of such exemptions by excepting more such employees than are reasonably required for that purpose. Supervisory employees or other Company employees not in the bargaining unit shall not be permitted to perform work on any hourly rated job except as outlined below.

- A. In Emergencies. An emergency is defined as an unusual condition that may arise that is a serious detriment to production, to the safety of employees, or to equipment.
- B. In the training of Employees. Training of employees is limited to demonstration for a reasonable period of time with employee participation.
- C. In the Process Control Laboratory. Due to the nature of the work in the Process Control and Engineering Laboratories, supervisory or engineering employees may perform work that is normally performed by the employees therein for the purpose of checking equipment or methods or to check the accuracy of results previously obtained. Engineering employees may, on occasion, run a limited number of analyses, which are necessary as a part of a special engineering project.

Supervisors or salaried employees who allegedly violate this clause will be reported to their supervisor within seventy-two (72) hours and a meeting of the appropriate Union and Company personnel will be scheduled within three (3) working days. The meeting will be held to investigate the incident when timing and availability of meeting participants allows. Appropriate Union personnel will include an executive committee member or a chief steward, the accuser, and the shop steward. If the matter is not settled at this meeting it may be taken up at the second step of the grievance procedure.

2. Facility

For the purpose of this Agreement the term “facility” shall mean the surface and underground facilities of the Company for the mining and processing of Trona at Westvaco and Granger, Wyoming.

3. Miner

Employees regularly assigned to a job in the mine department shall be known as “miners”.

4. Maintenance Worker

Employees normally assigned to maintenance, repair, or construction work, either in the underground or surface installation, shall be known as “maintenance workers”.

5. Surface Worker

Employees regularly assigned to a job in the surface departments shall be known as “surface workers”.

6. Shift Worker

Those employees working in departments either in the underground or surface installations where they are required to relieve or be relieved by one another for the operation and/or maintenance of departments of the Company’s facilities, which may require more than one shift per day, shall be known as “shift workers”.

7. Continuous Service

For the purpose of this Agreement, continuous service of an employee shall mean:

Length of an employee’s continuous employment with the Company and its predecessors at its Westvaco or Granger, Wyoming facilities.

8. Grievance

Any dispute originating out of a complaint by the Union or an employee against the Company in the interpretation or application of any provisions of this Agreement, or as to facts calling for the application thereof is a “grievance”.

Grievances shall be subject to adjustment or arbitration as herein provided. Matters reserved to the Company by Section VII hereof shall not be subject to arbitration except cases involving discipline and discharge for cause and matters that are specifically surrendered or abridged by expressed provisions of this Agreement.

9. Regular Rate

The term “regular rate” as used herein shall mean the established job classification rate plus shift differentials and any applicable pay adders, if any, but excluding all overtime pay.

10. Double Shift

The term “double shift” as applied to shift workers shall mean two (2) consecutive eight (8) hour shifts.

11. Working Days vs. Calendar Days

Unless otherwise indicated, the term “days” shall mean “working” days if the time period specified is 5 days or less and shall mean “calendar” days if the number is greater than 5 days.

Section II APPLICATION OF AGREEMENT

This Agreement shall apply only to employees working at the Company’s facility or facilities located at Westvaco and Granger, Wyoming.

The Company and Union agree that all provisions in this Agreement and the related Memorandums of Understanding booklet are meant to comply with all applicable federal, state, and local laws, including regulations and/or decisions issued by applicable agencies. To the extent any of the language in this Agreement and/or related Memorandums of Understanding booklet becomes, or is determined to be, in conflict with applicable federal, state, and local laws, including regulations and/or decisions issued by applicable agencies, the parties agree that the laws will control and supersede any language agreed to by the parties to the contrary.

Section III NON-DISCRIMINATION

Neither the Company nor Union shall discriminate against any employee or applicant for employment in respect to hiring, placement, upgrading, transfer, or demotion, because of race, creed, color, sex, age, national origin, religion, disability, sexual orientation, or any other basis prohibited by law.

Section IV PURPOSES OF AGREEMENT

This Agreement has been made for the use and benefit of both the Company and the employees. The purposes of this Agreement are:

1. To define wages, hours of work, and working conditions.
2. To set forth methods by which certain grievances arising between the parties hereto may be justly and amicably adjusted.
3. To provide for the operation of the Company’s facility under conditions which will permit, to the fullest possible extent, the safety of employees, economy of operation, quality and quantity of production, cleanliness of the facility, and protection of life and property.

Both parties recognize the duty of cooperating in good faith, individually and collectively, for the advancement of these purposes. The Union and the Company agree that they will continue to work

together in ways that promote mutual respect, and it is their obligation to encourage their members and employees to do the same.

Section V

UNION ACTIVITIES

The Union will not solicit members, dues, or funds of any kind for the Union on the Company's time or property except that the Company may grant permission to an authorized employee member to collect Union dues at such times and places on the property of the Company as shall be designated by the Company. Two executive committee members will be excused without loss of pay for 30 minutes to meet with new hires during their orientation. The appropriate union safety committee chairman will be excused without loss of pay for 30 minutes to meet with new hires to explain safety procedures and emphasize safety during the new hire's training period. A Company representative may attend these meetings.

During working hours, while on Company premises, no employees shall engage, except as hereinafter provided in Sections XVIII and XXII, in any Union or non-Union activity or business that in any way will interfere with the efficient handling of their job or assignment.

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Employees appointed or elected to an official position in the Union, shall be granted a leave of absence for the necessary period of time when service in such office or position interferes with their work for the Company and shall retain their seniority rights during the leave of absence as provided in Section XVIII.

Section VI

PAYROLL DEDUCTIONS

Payroll deductions for Union membership dues, including initiation fees and assessments, shall be made upon receipt by the Company from the employees who are members of the Union of proper written assignments in a form satisfactory to the Company. Such deductions shall be made in accordance with the terms of said written assignments and remitted by the Company to the officer or other authorized representative of the Union designated in writing by the Union. Such remittances shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for membership dues.

The Company will agree to provide a PAC check-off through normal payroll deduction. The Company's only obligation will be to send the deducted funds on a monthly basis to one (1) PAC identified by the Union.

Section VII

RIGHTS OF MANAGEMENT

1. The right to hire, promote, administer the positive performance process, and discharge for cause, and to maintain the efficiency and performance of employees is solely and exclusively the responsibility of the Company except insofar as they are specifically surrendered or abridged by express provisions of this Agreement.

2. The products and materials to be manufactured and/or mined, the location of the surface facilities, mines, shafts, underground workings, the schedule of production and methods, processes and means of manufacture and/or mining are solely and exclusively the responsibility of the Company. In addition, the Company can require employees to sign a form confirming they were present for any training required by the Company; signing the form does not waive arguments over training content or comprehension.
3. The Company reserves the rights, powers and authority customarily exercised by Management except insofar as they are specifically surrendered or abridged by express provisions of this Agreement. The Company shall have the right to issue performance guidelines and regulations from time to time to facilitate operation of the facility and the direction of the working forces, and all employees shall comply with these performance guidelines and regulations. All positive performance action resulting from alleged violation of these performance guidelines and regulations themselves to the extent that they are unreasonable, inequitable, or in conflict with other provisions of the Agreement, are subject to the Grievance Procedure.

Section VIII

UNION RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining agency and representative of the employees with respect to rates of pay, wages, hours of employment and other terms and conditions of employment on behalf of all employees employed at the Company's Westvaco and Granger, Wyoming facilities.

Section IX

UNION MEMBERSHIP

(This section will not be in effect where prohibited by law)

1. As a condition of employment, all employees covered by this Agreement shall, thirty (30) calendar days after the date of execution of this agreement, or in the case of new employees, thirty (30) calendar days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement.
2. No employees shall be required to join the Union or maintain their membership therein as a condition of continued employment during the term of this Agreement if membership in the Union is denied or terminated for reasons other than failure of such employee to tender periodic dues and initiation fees or reinstatement fees uniformly required as a condition of acquiring or retaining membership or if membership in the Union is not available to such employee on the same terms and conditions generally applicable to other members.

Section X SUCCESSOR

The Company agrees that in the event its operations covered by this Agreement are to be sold, conveyed, or otherwise transferred or assigned to any successor the Company shall require that the successor assume the Company's obligations under this Agreement.

The Union agrees that the Union also will be bound by this Agreement.

Section XI HOLIDAYS

1. Recognized Holidays:

The following holidays only shall be recognized:

NEW YEAR'S DAY – from 11:01 p.m., December 31st, to 11:01 p.m., January 1st.

WASHINGTON'S BIRTHDAY – from 11:01 p.m. on the third Sunday in February to 11:01 p.m. on Monday.

GOOD FRIDAY – from 11:01 p.m. on Thursday to 11:01 p.m. on Friday.

MEMORIAL DAY – from 11:01 p.m. on the last Sunday in May to 11:01 p.m. on Monday.

JULY 4TH – from 11:01 p.m., July 3rd, to 11:01 p.m. July 4th.

LABOR DAY – from 11:01 p.m. on the first Sunday in September to 11:01 p.m. on Monday.

VETERANS DAY – from 11:01 p.m., November 10th, to 11:01 p.m., November 11th.

HUNTING HOLIDAY – will be observed on a date on or near opening day of the general hunting season for big game, usually around mid-October. By August 15th of each year, the Union will notify the Company of their preferred date for observance of this holiday.

THANKSGIVING DAY – from 11:01 p.m. on Wednesday to 11:01 p.m. on Thursday.

DAY AFTER THANKSGIVING DAY – from 11:01 p.m. on Thursday on Thanksgiving to 11:01 p.m. on Friday.

CHRISTMAS EVE DAY – from 11:01 p.m., December 23rd, to 11:01 p.m., December 24th.

CHRISTMAS DAY – from 11:01 p.m., December 24th, to 11:01 p.m., December 25th.

Holidays falling on varying days of the week will be celebrated as follows:

Employees working a Monday through Friday schedule:

New Year's Day, July 4th, and Veterans Day (November 11th) will be celebrated on Friday if it falls on Saturday, or Monday if it falls on Sunday. Christmas Eve Day will be celebrated on Friday if it falls on Saturday or Sunday. Christmas Day will be celebrated on Monday if it falls on Saturday or Sunday.

Employees working other than a Monday through Friday Schedule:

July 4th, Veterans Day, Christmas Eve Day, Christmas Day, and New Year's Day will always be celebrated on July 4th, November 11th, December 24th, December 25th, and January 1st, respectively.

Exceptions:

Employees may alternate between the types of schedules mentioned above for relief or other work requirements. The method of celebrating their holidays will be posted five (5) days in advance and any protests must be registered in advance of the holiday. Schedules for holidays will be posted five (5) days in advance.

In the event employees are scheduled off and business conditions change requiring a change in schedule after the five (5) day notification, employees will be contacted and scheduled to work. In the event employees cannot be reached or elect not to work, qualified employees will be called from the overtime list to cover the vacancies.

Employees working a shift schedule of greater than eight (8) hours per shift will observe the following holiday start times and pay practices.

A. 12-hour Shifts

The 24-hour holiday period for 12-hour shift workers will start at 7:00 a.m. on the day of the holiday and end at 7:00 a.m. the following day for both day and night shift workers (example: July 4th holiday starts at 7:00 a.m. on July 4th and ends at 7:00 a.m. on July 5th).

B. 10-hour Shifts

1. Employees whose scheduled start time is after 11:01 p.m. on a normally designated holiday will observe the holiday from the shift start time and for a period of 24 hours (example: a 10-hour shift starting at 3:00 p.m. on July 4th will observe the holiday period till 3:00 p.m. on July 5th).
2. All hours worked beyond their normal shift during the 24-hour holiday period will be paid at triple time.

3. An employee who is scheduled to work and is given the holiday off will be compensated at straight time for the shift not worked in order to make the employee whole on wages.

Employees working a ten (10) hour, **rotating**, shift in mine production or mine preventative maintenance will celebrate Monday and Friday holidays as follows:

- A. All holidays, including the hunting holiday, that fall on **the second scheduled workday will move to the first scheduled workday.**
- B. All holidays, including the hunting holiday, that fall on **the third scheduled workday of the workweek will move to the fourth day of that workweek.**
- C. Exceptions to the above include:
 - **Independence Day (July 4th) will be observed on the day it lands.**
 - **New Year's Day (January 1st) will be observed on the day it lands.**
 - **Veterans Day (November 11th) will be observed on the day it lands.**
 - **Thanksgiving Day will be observed on the holiday and the day after Thanksgiving will be observed on the Friday following Thanksgiving Day.**
 - Christmas Eve Day and Christmas Day will be observed on December 24th and December 25th.

2. Holiday Pay:

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- A. Employees shall receive eight (8) hours pay at their job classification wage rate for a holiday specified in paragraph I of this section if the employees perform no work on such holiday.
- B. Employees who work on a holiday specified in paragraph I of this section shall be compensated at two times their regular rate for the first eight (8) hours worked in addition to holiday pay. Hours worked in excess of eight (8) on such a holiday will be paid at three times their regular rate.
- C. If employees are notified or are scheduled to work on a holiday specified above and fail to report to work, the employees forfeit any compensation unless their failure to report is excused by the Company.
- D. In order to qualify for pay on such a holiday, employees must work **their last scheduled workday prior to the holiday and their** first scheduled workday following the holiday unless their absence is excused by the Company.

- E.** Employees absent from work due to illness, injury, funeral leave, FMLA or military leave will be entitled to payment for any holiday that falls within a period of thirty (30) calendar days immediately following their last day of work and/or thirty (30) calendar days prior to their returning to work. Employees on a leave of absence for any reason other than those stated above will not be entitled to payment for any holiday that falls during such leave.
- F.** Schedules will not be established or changed for purposes of violating the intent of the holiday provisions.
- G.** Employees who are temporarily upgraded to a higher rated job on their scheduled day before or on their scheduled day after a holiday will be paid at the higher rate for that holiday not worked.
- H.** It is the Company's intent on a holiday to schedule as many employees off as possible consistent with the business requirements.

Section XII

HOURS OF WORK

1. Hours of Work

Eight (8) hours shall be the normal workday and five (5) eight (8) hour days shall be the normal work week. The week begins at 11:01 p.m. on Sunday and ends at 11:01 p.m. on the following Sunday. Saturdays and Sundays are ordinary working days. Nothing herein contained shall be construed as a guarantee of full-time employment.

- a.** The parties accept that they currently have and may continue to have shifts and work schedules different than what is identified herein. The administration of such schedules shall be dealt with in separate policy and/or memoranda of understandings.
- b.** Without limiting in any way the current rights of management, the parties agree that during the terms of this Agreement, the Company and the Union will continue to discuss optional schedule alternatives.
- c.** Depending on an employee's regularly scheduled hours, the work shifts will normally start at 11:01 p.m. (8 hours or 10 hours), 7:01 a.m. (8 hours, 10 hours, or 12 hours), 3:01 p.m. (8 hours or 10 hours), and 7:01 p.m. (12 hours).
- d.** An employee's regularly scheduled workday will normally start at 11:01 p.m. (8-hour and 10-hour work schedules), and 7:01 a.m. (12-hour work schedule) for all contractual pay and benefit provisions.

2. Starting and Stopping Work

A. Shift Workers

- 1.** The normal workday for shift workers shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, including a staggered lunch period but without any interruption or suspension of operations during such period. Normally, the lunch period will be thirty (30) consecutive minutes; however, in cases where it is necessary the employee's lunch period may be interrupted to perform required work.
- 2.** Shift workers shall be at their assigned places of work at the start of the shift and shall continue at work until properly relieved. Shifts normally start at 11:01 p.m., 7:01 a.m., 3:01 p.m., and 7:01 p.m. The start of the day for 12-hour shifts will be at 7:01 a.m. for all contractual pay and benefit provisions. For 10-hour shifts, twice the regular rate shall be paid for all hours worked on the second and subsequent consecutive scheduled days off in a regularly scheduled work week, provided the employee's first day of working a scheduled day off is paid under the time and one-half regular rate provision. At the end of the shift, no shift workers shall leave their place of work to wash up and dress until their relief has reported to take on the responsibilities of the position. If the employees' relief does not report, the shift workers shall remain at their assigned position until a substitute is secured, or the employees are released by their supervisor and if necessary, work one extra shift. The supervisor will make a reasonable effort to obtain a relief. If there is no relief and if overtime is necessary, employees being relieved will be given the first choice for the overtime work unless an employee has worked a double shift on that or the previous day. A relief operator may be on overtime to cover the job because of vacation, extended sickness, and other leaves of absence and in these cases the operator being relieved shall not be given first choice for the overtime. No employees will be required to work a double shift on two consecutive days. Extended sickness shall be those cases of five working days or more.
- 3.** Hours of work for working in underground installations shall be computed from the time such worker enters the collar of the mine shaft until the time the employee leaves said collar of the shaft at the end of the workday.

B. Miner

- 1.** The normal workday for miners shall consist of eight (8) hours in a workday, including a staggered lunch period but without interruption or suspension of operations throughout the workday. Normally, the lunch period will be thirty (30) consecutive minutes; however, in cases where it is necessary, the employees' lunch period may be interrupted to perform required work.

2. Hours of work shall be computed from the time workers enter the collar of the mine shaft to the time they leave the collar of the shaft at the end of the workday.

C. Surface Worker

1. The normal workday for surface workers shall consist of eight (8) hours in a workday, including a staggered lunch period but without interruption or suspension of operations throughout the workday. Normally, the lunch period will be thirty (30) consecutive minutes; however, in cases where it is necessary, the employees' lunch period may be interrupted to perform required work.
2. Hours of work shall be computed from the time employees start their regularly scheduled work at their assigned place of work to the time when the employees cease such work at their assigned place of work at the scheduled quitting time.

D. Maintenance Worker

1. The normal workday for maintenance workers shall consist of eight (8) hours in a workday, including a thirty (30) minute lunch period. Hours of work shall be computed from the time employees start their regularly scheduled work at their assigned place of work to the time when the employees cease such work at their assigned place of work at the scheduled quitting time.
2. For the purpose of this sub-section, "assigned places of work" is defined as the place where maintenance workers normally receive their instructions and assemble their tools and equipment for the day's work. This is not construed to mean that such assigned place of work may not be changed from time to time with adequate notice to the employees.

E. General

1. Except as provided in paragraph 2A of this Section with respect to shift workers, all workers shall be at their assigned places of work at the time designated by their schedule and shall remain at work until scheduled quitting time.
2. The workday schedule set forth above may be subject to individual adjustment, mutually agreed upon by the Company and the Union.
3. Lunch periods shall be taken at such places as are mutually agreed upon by the workers and their supervisor **within a three-hour** period at mid-shift, such as between **9:30 a.m.** and **12:30 p.m.** on the day shift.

3. Absences

Excessive absenteeism cannot be tolerated and is grounds for discharge. Accordingly, the Company maintains the following discipline system regarding attendance and tardies.

Definitions

An “absence” occurs anytime an employee misses a period in excess of two (2) hours in a day, including any overtime.

A “tardy” is defined as any incidence of an employee reporting for work late.

Occurrences

Absences or tardies shall result in the following “occurrences”:

| | |
|---------|--|
| Tardy | 1/3 occurrence per incident |
| Absence | 1 occurrence per incident; provided, however, the first two absences of two or three consecutive scheduled workdays (with no intervening unscheduled days) in a rolling 12-month period will be counted as 1 occurrence. |

Discipline

The following is the progressive discipline schedule based on attendance and/or tardy occurrences accumulated by an employee:

| | |
|---------------|----------------------------|
| 6 occurrences | 1 st Conference |
| 7 occurrences | 2 nd Conference |
| 8 occurrences | Decision-Making Leave |
| 9 occurrences | Termination |

Occurrences will accumulate over a 12-month period and will drop off after they are 12 months old. For example, an occurrence incurred on February 1, 2017, would drop off on February 1, 2018.

When an employee has perfect attendance for 120 consecutive calendar days, they will have one occurrence removed from their record; provided, however, an employee may not have less than **zero** occurrences. To be eligible for perfect attendance, an employee must have no absences or tardies for 120 consecutive calendar days, except for:

- a.** Approved funeral leave (paid or unpaid) as defined in Section XXII, paragraph 2.
- b.** Jury duty.
- c.** Approved union business.
- d.** Approved military leave.
- e.** Approved vacation time.
- f.** Approved “overtime excused”.
- g.** Honoring subpoenas for actions in which the employee who is subpoenaed is neither a plaintiff nor defendant.
- h.** State road closures, except where State Police permit local traffic.
- i.** Where operations employees assigned to an FDA regulated position, after reporting to work, are not allowed to work due to a health condition/illness that cannot be mitigated as determined by management.
- j.** The first two days of search and rescue, EMT/volunteer firefighter duty in any calendar year.

Exceptions

Employees shall not be charged with occurrences if the absence or tardy is due to:

- a.** Approved funeral leave (paid or unpaid) as defined in Section XXII, paragraph 2.
- b.** Jury duty.
- c.** Illness or injury determined to be “work incurred” and eligible for Worker’s Compensation.
- d.** Company approved leaves of absence, including longevity leave.
- e.** Company approved Family Medical Leave Act leave.
- f.** Approved military leave.
- g.** Search and rescue, EMT/volunteer firefighter.
- h.** Approved vacation time.

- i. Medical and dental appointments that cannot be scheduled during off hours.
- j. Approved “overtime excused”.
- k. Approved union business.
- l. Court-ordered appearances and honoring subpoenas.
- m. State road closures, except where State Police permit local traffic.
- n. Where operations employees assigned to an FDA regulated position, after reporting to work, are not allowed to work due to a health condition/illness that cannot be mitigated as determined by management.

No Call / No Show

Any employee who has been absent for three (3) consecutive working days and have not notified the Company of their inability to report for duty or without offering a satisfactory explanation shall be considered as having voluntarily quit their job.

Notice

Employees who cannot report for duty at their scheduled time must notify the Company one half hour prior to their scheduled starting time absent any extraordinary circumstances. Notification to the Company shall consist only of notification by phone to the employee’s immediate supervisor, the security officer or designated hoist operator. Five (5) occasions of failing to call-in in accordance with this provision within a twelve (12) month period shall result in termination.

4. Reporting Pay

Employees reporting for work at the time and place designated by the Company and finding no work, without having been notified by the Company at least sixteen (16) hours in advance of such designated time that they should not report for work, shall perform any other work offered them and shall be paid their regular scheduled hours at their regular rate, provided that the lack of work is a Company responsibility and is in no way connected with a labor dispute. Should the employee refuse such work, the Company is not liable for any compensation for those hours.

Employees who have been notified in advance of their regular shift that they will work beyond the end of their regular shift will be given the opportunity to work such additional time even though the work originally scheduled becomes unnecessary.

5. Shift Differentials

Shift workers shall be paid as part of their regular rate, in addition to the hourly rates specified, a shift differential of sixty (\$.60) cents per hour for all work performed on the shift starting at 3:01 p.m. and one dollar (\$1.00) per hour for all work performed on the shift starting at 11:01 p.m.

6. Sunday Premium Pay

A premium of one dollar and twenty cents (\$1.20) per hour will be paid for all scheduled straight time hours worked on Sunday.

7. Schedule Change

Normal schedules for all employees will be posted by the Company. Employees who are temporarily rescheduled for less than three (3) weeks will work their regularly scheduled hours as well as those hours for which they have been rescheduled. This does not limit the right of the Company to permanently change any employee's schedule. A change for three (3) or more weeks will be considered permanent for this purpose. The Company shall not make permanent schedule changes of three (3) weeks or more to circumvent the intent of the above provision.

The Company's right to temporarily reschedule employees' hours and/or days for the purpose of job training, vacation relief, mine rescue training, temporary supervisor, extended sickness relief, military reserve training, jury duty relief, and funeral relief shall not be limited. Extended sickness shall be those cases of five (5) working days or more. The Company shall also have the right to temporarily reschedule the hours of work but not the days for any employee at the yardperson or utility helper rate; and also, to temporarily reschedule the hours of work, but not the days for maintenance and services employees during shutdowns or when additional maintenance or services work is required on more than one (1) shift. The Company shall also have the right to temporarily reschedule the hours of work but not days for laboratory employees working on special projects or when a particular work assignment extends into more than one (1) shift.

8. Exclusions

Except as herein specifically set forth, no employee shall be paid for any time spent in performing activities prior to or after the performance of their principal activity. Any employee required to work on their day or days off shall not be required to lay-off during the same work week in lieu thereof, nor shall the employees be required to lay-off to compensate for accumulated overtime during the work week.

Section XIII OVERTIME

1. General

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Employees shall perform overtime, call-in, and call-back work when requested to do so by the Company unless the employees give the Company written notice by mid shift of the first regularly scheduled shift that they don't want to work overtime in the work week or have an acceptable excuse.

2. Overtime Payment

Overtime payments will be made as outlined below. It is specifically understood that wage payments at the premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payments under any other provision or provisions hereof except as herein specifically provided.

A. Premium Pay

1. Time and one-half the regular rate shall be paid:

- a.** For all hours worked over forty (40) at straight time in the work week. Where a holiday specified in Section XI occurs during the work week, eight (8) hours shall be counted as having been worked even if no work, or less than eight (8) hours work is actually performed on such holiday, except when such holiday falls on a scheduled day off or the employee has failed to report for work when scheduled to do so on such holiday.
- b.** For all hours worked outside the employees' regular schedule except as provided in (2) below.
- c.** For all hours worked in excess of eight (8) hours during any period of twenty-four (24) hours commencing when employees begin work or are required to report for work, whichever is earlier.

2. Twice the regular rate shall be paid:

- a.** For all hours worked in excess of twelve (12) consecutive hours during any period of twenty-four (24) hours commencing when the employees begin work or are required to report for work, whichever is earlier. In applying this provision, the double time rate will only be applied to hours worked outside the employees' regular schedule.

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- b.** For all hours worked in excess of sixteen (16) hours during any period of twenty-four (24) hours commencing when employees begin work or are required to report for work, whichever is earlier. In applying this provision, the double time rate will only be applied to hours worked outside the employees' regular schedule.
- c.** For all hours worked on the second scheduled day off in a regularly scheduled workweek provided the employees worked on the first scheduled day off in the workweek.
- d.** In the event of a plant emergency requiring Lab personnel to drive an ambulance they will be compensated at the double time rate. This double time rate will be paid for a one (1) hour minimum. Work beyond one hour will be paid in thirty-minute increments.

B. Call-Back and Call-In Work

- 1.** If after having completed a normal work day and having left the facility, employees are called back to the facility for extra work or if they are called in for extra work on an unscheduled day, such employees shall be paid at the rate of time and one-half their regular rate for hours so worked outside their normal scheduled hours, or at a higher rate as applicable under other provisions of this Agreement.
- 2.** Such employees shall receive a minimum of four (4) hours at the applicable overtime rate even though the extra work is completed in a shorter period. It is understood that employees called out for emergency work shall only be required to perform work of an emergency nature or other work related to the emergency within their department.
- 3.** For the purpose of this section, "having left the facility" is defined as when employees have departed the facility at the normal departure time by bus or automobile and can no longer be contacted to return to work.
- 4.** If the beginning or end of a hold-over, call-back, or call-in does not coincide with the beginning or end of a regular shift, the employees, in addition, shall receive two (2) hours pay at their regular rate if the Company does not furnish transportation for the employees. If employees are held over to perform extra work after the end of their regular shift and the work is completed at a time that does not coincide with the end of a regular shift, the Company will make a reasonable effort to obtain transportation as soon as the circumstances allow. No employee will be required to ride in a salaried employee's privately-owned vehicle. It is agreed that the two (2)

hours pay at straight time shall not be considered worked for the purpose of computation of overtime.

C. Hold-Over Work

If employees are held over to perform extra work at the end of their regular shift, they will be guaranteed a minimum of two (2) hours at the applicable overtime rate even if the work is completed in a shorter time. The overtime lunch provision will not apply unless the time actually worked reached ten (10) consecutive hours from the time the employees reported to work.

D. Voluntary Meetings

The above provisions for call-back, call-in and hold-over work do not apply to employees when participating in voluntary meetings outside of their regularly scheduled shifts. Pay for such meetings will be for the time involved at the employee's regular straight time rate of pay. If the employees are required to drive a personal vehicle to attend a voluntary meeting, they will be entitled only to the applicable cents per mile allowance provided by facility controller policy. This provision applies to voluntary meetings and training but does not apply to mandatory meetings and training such as crew safety meetings. Employees volunteering to participate as a trainer outside their normal schedule for the purpose of safety training or other training approved by the Company will be paid at the applicable overtime rates.

3. Overtime Lunches

When employees are required to work overtime, the Company will provide the employee actually working a warm overtime lunch. Overtime meals are not to be removed from the site. Lunches will be provided as follows:

- A.** A lunch after ten (10) consecutive hours of work or at the beginning of their regular shift when the employees are called out prior to their regular shift.
- B.** An additional lunch for each four (4) consecutive hours of work over ten (10).

If employees are held over for a period of less than four (4) hours and if by mutual agreement with their supervisor, they forego the lunch period to which they would normally be entitled, or if employees are held over for a period of over four (4) hours and have taken the first lunch, they may forego the second lunch to which they become entitled by mutual agreement with their supervisor. If employees are permitted to forego either lunch, they shall be paid one-half hour at the applicable rate to compensate for such lunch period not taken.

4. Overtime Charging and Distribution

A. Overtime Groups

1. Surface

Westvaco Surface Overtime groups shall be defined as:

- 1. Sesqui Plant**
- 2. Utility Area**
- 3. Mono Plant**
- 4. Distribution**
- 5. Surface Maintenance – Electrical**
- 6. Surface Maintenance – Mechanical**
- 7. Surface Maintenance – Heavy Equipment**
- 8. Surface Maintenance – Auto Shop**
- 9. Bicarb Plant**
- 10. Laboratory**
- 11. Stores**
- 12. Janitors: Surface**
- 13. Caustic/Crystal Recovery**
- 14. ELDM**
- 15. Yard**

Granger Surface Overtime groups shall be defined as:

- 1. Mill**
- 2. Yard**
- 3. Laboratory**

- 4. Surface Maintenance – Instrumental/Electrical**
- 5. Surface Maintenance – Mechanical**
- 6. Surface – Janitors**
- 7. Granger Utility Operators**

2. Mine

Westvaco Mine Overtime groups shall be defined as:

- 1. Mine Production**
- 2. Mine Stores**
- 3. Mine Face Maintenance**
- 4. Mine Shop Maintenance**
 - a. Electrical**
 - b. Mechanical**
- 5. Belt Control Electricians**
- 6. Mine Services**
 - a. Hoist Operators**
 - b. Cagers**
 - c. Jeep Drivers / Trash Attendant**
 - d. Janitors**
 - e. Belt Services**
 - f. Ventilation**

The groups can be modified by mutual agreement to reflect changing business plans.

It is understood that certain types of overtime such as “clean-up” may be offered to anyone in the production or service crews. In the event all available qualified employees in a specific mine production overtime group refuse overtime,

supervision may offer the overtime to available qualified employees assigned to other overtime groups. It is also understood that Mine Maintenance and Mine Services employees are not restricted to any area of the mine for either straight time or overtime work assignments. It is also agreed that when the Company deems it necessary to assign additional employees to service crews or fill any vacancy on a service crew, the job will be posted for bid.

B. Distribution

1. Spread

The Company will make a reasonable effort to have total overtime among individuals in each overtime group with the same qualifications as equal as possible at the completion of each calendar quarter. The overtime will be equalized as near as possible, not to exceed a 20% spread from high to low within any specific overtime group.

2. Exceptions

- a.** Current maintenance procedures provide that some employees may bid for and receive additional training in the areas of instrumentation, mobile (heavy) equipment operation, certified welders, shop machine operator and machine shop work. Because of this training and related work assignments, overtime for those employees may become higher than other employees in their qualification groups. In these cases, the overtime will be equalized as near as possible among those employees with the same completed training.
- b.** It is understood that a disproportionate spread in total overtime hours may develop due to an employee working a higher number of “Preferred Overtime” hours as explained under definitions below or if an employee in a specific overtime group has qualifications or skills that are not the same or equal to other employees in the group.
- c.** It is understood that a disproportionate spread in total overtime hours may develop at the end of the quarter if higher overtime employees work due to overtime refusals or no phone answer when calling during the last ten (10) days of the quarter.

C. Definitions

1. Preferred Overtime

- a.** Surface Maintenance, Stores, Acid Cleaners, bid yard crew positions – Employees who are working a job at the end of their

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normal work schedule will be given first choice if overtime on the job is necessary.

- b. Mine – Preferred Overtime** – is all that overtime to which employees have first rights, such as the first, third and fifth shifts of no relief for a shift worker (Hoist Operator and Belt Control Electricians), first aid training, holdover overtime and etc. Maintenance and Service employees who are working a job at the end of their scheduled working hours will be given first choice if holdover overtime on the job is necessary. For example: if mechanics are working on a piece of equipment and overtime is necessary to get the equipment back in operation, the employees working the job will be asked to stay over first, regardless of who is low on total overtime. If employees are held over to perform any job other than the one they were working at the end of their normal scheduled working hours, it shall be recorded as “Other Overtime”.
- c. Shift Workers** – If shift workers’ relief do not report and if overtime is necessary, the employee being relieved will be given the first choice for the overtime work unless the employee has worked a double shift on that or the previous day.

The administrative process of filling preferred overtime vacancies for surface production Shift Workers.

- 1.** When a vacancy in a bidded position occurs and it is determined by the supervisor that overtime is required, and it is preferred for an employee, the employee eligible for the preferred overtime will be given first choice to work the overtime in accordance with the preferred overtime language in the Contract. If the preferred overtime is refused, the employee will be charged with a preferred overtime refusal and the vacancy will then be open to qualified operators on an “other” overtime basis.
- 2.** If a qualified employee in another bidded position on the next shift is assigned to fill the vacancy because all qualified available employees refused the overtime, this new vacancy will be considered a preferred overtime vacancy and be filled utilizing the preferred overtime language in the Contract. Additional vacancies created in this manner will be administered as preferred overtime vacancies. It is the supervisor’s decision to determine which qualified employees will be asked to fill any of these vacancies.

3. If a forcing situation occurs, the original vacancy will be filled.

4. This administrative process will not supersede any Management rights or any provision of the Contract where there is conflicting language.

d. Shipping – Shipping department employees who are working a job at the end of their normal work schedule will be given first choice if overtime on the job is necessary.

2. Other Overtime – is all overtime not defined as Preferred Overtime.

3. Adjusted Overtime – is the average overtime of an overtime group as of the date an employee enters the group. Adjusted Overtime may also be the overtime hours an employee is credited with as a result of “Time Off” in excess of thirty (30) working days.

4. Total Overtime – is the sum of Adjusted Overtime, Preferred Overtime worked and refused, and Other Overtime worked and refused.

D. Overtime Charging

1. Hours – Employees who accept overtime assignments will be charged for the overtime hours paid. This includes payment in lieu of an overtime lunch.

2. Hours Equalized – Employees permanently assigned to a new overtime group will be charged with the average overtime hours of that group as of the date they enter the group. Employees who are off from work for any reason or who are on light duty for a period of over thirty (30) calendar days will be equalized with the average overtime hours charged their overtime group from the time they are off thirty (30) calendar days until the date they are given a full release to return to work.

3. Hours Refused – Employees who decline overtime for any reason will be charged with the hours paid to their replacement.

4. Other Provisions – Overtime charging is also subject to the following provisions:

a. When someone other than the employee answers the phone and says the employee is not available, the employee will be charged with the number of hours paid to their replacement.

- b. If employees have no phone and they are eligible for call-in overtime, they will be charged with the number of hours paid to their replacement.
- c. Employees who sign a no overtime request will be charged with any overtime for which they would have been eligible during that week.
- d. Employees will not be charged with refused hours if there is no answer at their phone.
- e. Employees who accept overtime assignments will be charged for the total overtime hours paid.
- f. If employees do not sign a “No Overtime” slip prior to going on vacation, they may be called for any overtime for which they are eligible on their off days immediately preceding and following their vacation. If employees worked on these days, they will be charged the total number of hours paid. If the employees refuse to work on these days, they will not be charged with any refused time. Employees who are on vacation who have requested to be called for overtime opportunities during their vacation period will be charged for only those hours actually worked. Offers of overtime to those employees will only be made after the overtime list has been exhausted.

However, if the employees’ vacation is for less than a full week, they will be charged for a maximum of eight (8) hours per day for refused overtime on scheduled days off immediately preceding and following the vacation period. Employees that have not signed a no overtime slip, may be offered overtime assignments during a single day vacation and will only be charged for overtime actually worked.

- g. Each week for weekend overtime on surface maintenance, mine shop maintenance, and mine services, a sign-up list will be available for each overtime group. Administration of the weekend overtime sign-up procedure shall be in accordance with the Memorandums of Agreement MOU 53, 18, 16.

E. Posting Requirements

An overtime list showing the overtime groups, employee names, and cumulative Preferred, Other, and Refused overtime shall be posted by the fifth working day of each month. The overtime hours posted shall be considered correct unless written objection is filed by the employee within ten (10) days of the posting date.

F. Special Provisions

1. General

- a.** It is not the Company's intent to attempt to equalize overtime on an hourly, daily, or even weekly basis.
- b.** The procedure does not in any way limit the Company's right to assign any employee to any job for which the Company believes the employee is qualified.

2. Mine

Method of Offering Overtime: Normally overtime requirements will be filled by offering overtime to the low overtime qualified employee in the respective overtime group, who is going off shift. When the Supervisor has adequate advance notice of overtime requirements, employees in their overtime group may be called out in order to distribute overtime as equally as possible.

3. Shift Workers

Work until their relief has reported to take on the responsibilities of the position. If their relief does not report, the shift workers shall remain at their assigned position until a substitute is secured or the employees are released by their supervisor and if necessary, work one extra shift.

Section XIV

WAGES AND CLASSIFICATIONS

1. Wage Rates

The wage rates effective during the respective annual periods shall be those set forth opposite the respective classifications described in Appendix A attached hereto and made a part hereof.

- A.** 12:01 a.m. on **July 1, 2024**, to 11:01 p.m. on **July 6, 2025** (Appendix A reflects a base rate increase of **4.5%**).
- B.** 11:01 p.m. on **July 6, 2025**, to 11:01 p.m. on **July 5, 2026** (Appendix A reflects a base rate increase of **4.0%**).
- C.** 11:01 p.m. on **July 5, 2026**, to 11:01 p.m. on **July 4, 2027** (Appendix A reflects a base rate increase of **3.5%**).
- D.** 11:01 p.m. on **July 4, 2027**, to 11:01 p.m. on **July 2, 2028** (Appendix A reflects a base rate increase of **3.5%**).

E. 11:01 p.m. on **July 2, 2028**, to 11:01 p.m. on **June 30, 2029** (Appendix A reflects a base rate increase of **3.0%**).

2. Upgrades

Employees who, during their normal workday, are assigned to perform work in a higher classification for one (1) hour or more will be paid for the time worked in the higher classification at the rate of pay for such classification. If such time worked in a higher classification reaches two (2) hours, the employees will be paid for the entire shift at the higher rate. If employees work a full week of normally scheduled shifts in the higher classification, they will be paid the higher rate for any extra work performed outside of their regular hours during the week period. Off days during or immediately following the period will be part of the assignment.

3. Job Classifications

The Union and the Company have agreed on the present job classifications for each employee. No changes will be made in the classifications of jobs except when a significant change in job content has developed since the present classification was first established. The listing of classifications for a department does not mean that all such classifications do or will exist at any one time in such department. The possible need to establish new classifications in any department from time to time is recognized. The wage rates for new classifications shall be negotiated and upon agreement they shall be as provided in Appendix A, Job Classifications. Rates for new jobs will become permanent if not challenged by the Union within thirty (30) days after official notification by the Company to the Union. If negotiations do not result in agreement on a satisfactory wage rate, any future agreement on a different rate will be retroactive to the date of the official notification. Such retroactivity may not extend beyond the term of the current Labor Agreement between the Company and the Union. For purpose of this provision, notification shall be made at the time the job becomes operative and is posted for the receipt of job bids for operating the job by employees of the bargaining unit.

4. Reinstatement

If any employee shall have been found to have been discharged unjustly, the employee shall be reinstated and receive full pay for all time lost, less any earnings from other employment and/or any income from any government agency received since the last day the employee worked for the Company.

5. Medical and Dental Examinations

Employees who are required to take a physical or dental examination at a time other than during their normal working hours will receive four (4) hours pay at their regular rate excluding shift differential. It is agreed that the four (4) hours pay at straight time shall not be considered hours worked for the purpose of computation of overtime.

Section XV PAYDAYS

The wages due each employee shall be paid bi-weekly through direct deposit on the regular payday within five (5) days of the end of the pay period. In the event it is necessary to adjust the payday for administrative reasons, the Union will be given thirty (30) days' advanced notice of any planned changes. An employee shorted eight (8) hours or more of pay will be compensated within two (2) business days after notification to the Company by the employee. Employees who give one-week notice of their intention to quit may obtain their check at the termination of their employment.

Section XVI VACATIONS

1. Eligibility

In order to be eligible for a paid vacation during any calendar year, employees:

- A. Must have completed their 90-day probationary period to be eligible for forty (40) hours of vacation.**
- B. Must have completed one (1) year of continuous service from date of employment for a vacation of 80 hours.**
- C. Must have completed five (5) years of continuous service from date of employment for a vacation of 120 hours.**
- D. Must have completed ten (10) years of continuous service from date of employment for a vacation of 160 hours.**
 - 1. In addition to the 160 hours vacation allowed under Paragraph D of this article, employees will receive eight (8) additional hours of **vacation** for each year of service beginning with the completion of their sixteenth (16) year and ending with the completion of their nineteenth (19) year.**
- E. Must have completed twenty (20) years of continuous service from date of employment for vacation of 200 hours.**
 - 1. In addition to the 200 hours vacation allowed under Paragraph E of this article, employees will receive eight (8) additional hours of pay at their regular rate without shift differential for each year of service beginning with the completion of their twenty-first (21) year and ending with the completion of twenty-fourth (24) year.**

- F.** Employees who have completed twenty-five (25) years of continuous service from date of employment will be eligible for 200 hours vacation plus forty (40) hours pay at their regular rate without shift differential.

Employees with thirty (30) or more years of credited service may elect to take 40 hours of vacation in lieu of receiving forty (40) hours pay for having completed twenty-five (25) years of service. Such election must be made during the March 1 to April 1 vacation selection period.

- G.** Must currently be employed by the Company at the time of their vacation.

H.

- 1.** Normally, the vacation period shall begin at 11:01 p.m. on Sunday and end at 11:01 p.m. on the following Sunday. Employees on schedules other than eight-hour shifts or those taking day off to day off vacation may have their vacation period starting and ending in the middle of a week.
 - 2.** Employees may utilize all or any part of their vacation eligibility for single vacation days for the purpose of receiving day off to day off vacations. Vacation must be taken in full shift increments.
- I. Employees who have submitted paperwork identifying their intent to retire and choose to use earned vacation in conjunction with the end of their service date will not be required to return to work before separating from the Company.**

2. Vacation Pay

The amount to be paid for each vacation period will be at the employees' regular hourly rate, with shift differential, in effect at the time of their vacation if applicable multiplied by the number of vacation hours taken. The shift differential will be the applicable rate for the employee's schedule as if the employee had been working during their vacation period. Employees working at a higher classification for thirty (30) consecutive workdays, or longer, will have their vacation pay computed at the higher rate of pay for such classification provided the vacation is taken during the period of the assignment. Vacation pay of eighty (80) hours or more may be drawn in advance of the vacation through direct deposit.

3. General Regulations

- A.** Vacations are not cumulative from one year to the next and will be forfeited unless completed during the calendar year, except as provided below:

Employees who are entitled to 120, 160 or 200 hours of vacation will have the option to delay 80 hours of vacation until the following year. Employees with less than 120 hours of vacation shall also have the option to delay up

to 80 hours of vacation: this carryover vacation must be taken by May 31st of the carryover year.

During the calendar year following an employee's second anniversary date, and each year thereafter, employees may request the vacation to which they will become entitled that year at any time during the year.

For the 120-hour vacation eligibility period, the above also applies starting with the calendar year following employees' fifth anniversary date.

For the 160-hour vacation eligibility period, the above also applies starting with the calendar year following employees' tenth anniversary date.

For the 200-hour vacation eligibility period, the above also applies starting with the calendar year following employees' twentieth anniversary date.

- B.** A vacation will be taken in one continuous period, except with the approval of the Company. It may be divided into day off to day off block vacation periods.

With the approval of the Company, all vacation eligibility including carryover vacation, may be scheduled in full shift increments one or more days at a time, on a first come, first served basis, subject to:

1. A minimum of one week's advanced notice and
2. The customary scheduling limitations that apply to the different departments.

For the prime vacation period--June through October--use of this provision will be limited to the normally excused absence situations.

- C.** Vacation Shutdown – The Company may schedule a vacation shutdown for one week for the entire facility or in any of the following major areas: #8 Shaft, Longwall, Utilities, Sesqui Production, Mono Production, Bicarb, Caustic/Crystal Recovery, ELDM, Solution Mining, Shipping, Westvaco Surface Maintenance, Granger Surface, and Granger Surface Maintenance. In any year in which there is to be a vacation shutdown, a notice of the shutdown will be given by March 1. The notice shall contain:

1. The dates of the shutdown, which may start no earlier than the second Monday in June and must end no later than the third Sunday in August
2. The areas to be shut down; and
3. The number of employees in those classifications which will be required for repair, maintenance, or other work during the shutdown period.

Employees will be allowed seniority preference within their classification and area and when determining who will work during this period. Employees not required for work during this shutdown period may schedule vacation for this period or elect to take the time off without pay. Employees may then schedule the balance of their vacation following regular procedures. (Classifications are specified in Appendix A of the Labor Agreement.) Notices will be posted in prominent locations frequented by employees in the affected area. Attempts will be made to verbally communicate notice of the shutdown during crew meetings. A sign-up sheet for each classification of employees required to work will be made available with the notice of shutdown. This sign-up sheet will enable employees to indicate if their intent is to work, take vacation, or take time off without pay. The sign-up sheets will be completed by March 10. The Company will post work assignments by March 15. The junior employees in the applicable classifications will be forced, if insufficient numbers of employees in a classification indicate their intent to work.

Based on the Company's assessment of its business needs, the Company may allow employees impacted by a vacation shutdown to volunteer to be assigned to the Surface Operations and Maintenance for temporary assignment not to exceed the duration of the vacation shutdown.

- D. Except as provided in (C) above, vacation shall be scheduled at such times during the calendar year as the Company deems suitable, considering both the wishes of the employees and the efficient operation of the facility. **If a vacation request is denied, the employee will be informed of the reason for denial upon request.**

The Company will make a reasonable attempt to provide 60% of the earned vacation time available for that year during the vacation period (June, July, and August) for seniority selection. Selection shall be made in a crew or vacation group basis whichever is applicable.

In the event that work requirements limit the number of employees who may take the same period, preference will be given to those with the most Facility Seniority.

Employees may schedule vacations for the period of January 1 to April 1 on first come first serve basis. In the event two or more employees request the same schedule at the same time, then Facility Seniority will be the determining factor. Selecting a vacation during this period will not prohibit employees from using their seniority to select a vacation period during the balance of the year as provided below.

Between March 1 and April 1 of each year, the Company will call each employee and allow them to pick their vacation period from those available in accordance with the above. The employees will be given their choice within their crew or Vacation Group in order of their Facility Seniority.

Single day vacations may be scheduled during the March to April time period following the vacation picks for block periods. Single days selected during this period will have priority and may not be changed by another employee wishing to schedule a block vacation period after the normal selection period.

Employees who fail to state a choice when called in may not exercise their seniority as provided above.

If employees divide their vacation, they may exercise their seniority in each selection rotation once.

Employees will be allowed to schedule a day off to day off vacation to start the last week in December even though some of the days of the week are in the New Year.

Employees will be allowed to take day off to day off vacation the first week of January, even though some of the days of the vacation are in the old year. However, such vacations will not have preference over those scheduled for the old year as allowed above.

The vacation schedules will be posted by April 15 of each year. Once a vacation is officially assigned, it may not be changed except by mutual agreement of the employee and the Company.

If employees' work schedules are changed, they will have the right to select a new vacation period from any open period(s) within the new Vacation Groups or may elect to keep their previously selected vacation period except that their vacation may coincide with the scheduled days off under the new schedule. A day off to day off vacation under one schedule may have more or less vacation hours under an alternative schedule.

If employees are allowed to change their vacation period, thereby making available one or more vacation periods, the available period or periods will be noted on the vacation schedule, which is posted in the department. Any employee in that Vacation Group who had originally indicated any of their available time as one of their vacation choices and has not used their vacation time may request to change their vacation to these periods. Only requests received in writing within a period of four (4) calendar days after the posting will be considered. The available vacation periods will be assigned to the senior employee who requests such change and has met the above requirements.

- E.** Employees shall not be required to work on their scheduled days off adjoining or during their vacation.
- F.** If a holiday falls on a regular scheduled off-day within the employees' vacation, they will receive an additional day's pay. In the event a holiday falls on a regular scheduled workday within employees' vacation, they will receive an additional day's pay or an additional day off with pay at the employee's option. In the event

that the vacation periods immediately prior to or after the employee's vacation period have been previously scheduled by other employees based on departmental guidelines, the employee will have the option to take an additional day's pay or schedule the day off for the holiday during any other open period.

Employees taking a single day vacation on a holiday will only have the option of taking the extra day's pay.

- G.** Employees terminated for any cause will be paid vacation to which they are entitled. Vacations will be pro-rated for this purpose on the basis of completed thirty (30) day periods since their last anniversary date. Employees who are discharged or quit before their first anniversary date will not be entitled to any pro-rata vacation.
- H.** Employees with more than one continuous year of service who are laid off will be paid for vacation to which they are entitled. Payment will be made on a pro-rata basis of completed thirty (30) day periods since their last anniversary date. Laid off employees will not accumulate vacation credit during the period of layoff. Upon recall from layoff, employees will be given an adjusted hire date reflecting their previous company service. Upon reaching their first anniversary of the adjusted hire date, the employees will be eligible for vacation on a pro-rata basis of completed thirty (30) day periods actually worked since recall.

Employees with less than one year of continuous service who are laid off will not be paid vacation at the time of layoff. Upon recall from layoff the employees will be given an adjusted hire date reflecting their previous service. Such employees, after working from the time of recall to the first anniversary of their adjusted hire date will be entitled vacation as provided in paragraph 1A of this Section. Subsequent vacation eligibility will be based on the employees' adjusted hire date.

- I.** Employees assigned for the purpose of relief will perform the duties of the employees being relieved for the period of the scheduled assignment.

To improve the ability to provide adequate vacation coverage primarily during the vacation period (June, July, and August), eligible summer hire participants may be trained on a functional portion of a bid position and utilized by the Company in its discretion at any time during the year.

When upgrading employees for the purpose of relief, the Company will attempt to upgrade the available qualified employee in the next lower classification within the department. Employees will not be upgraded for the purpose of relief against their wishes provided qualified employees with lesser seniority are available.

- J.** A leave of absence of less than twelve (12) months for sickness, accident, jury duty, military service or encampment, civil legal process, or naturalization proceedings, shall not break continuous service.

- K.** On a case by case basis, with due regard to the needs of the business and employees, the Company will consider situations where an employee who is absent due to a verifiable disability or illness during the 4th Quarter and the duration of such disability or illness is greater than 30 days, and if the employee is in jeopardy of losing, or being forced to use earned vacation during the last month of the year, the employee will be allowed to carry over up to 80 hours of vacation into the next calendar year and will be paid for any other unused vacation at the end of the 4th quarter. In the event the employee does not return by the end of the 1st Quarter, such vacation will be paid upon return to work. This carryover does not affect any previously requested 80-hour carryover vacation allowed under Section XVI.3.A.
- L.** Employees have the option to receive pay in lieu of time off for 80 hours vacation each year. A one (1) week notice must be given.
- M.** The following rules apply to vacation procedures when hourly employees have a long-term illness and are approved for long term disability benefits:

Once an employee has been away from work for one year beginning with their first day of absence from the job, they will be paid the pro-rated vacation to which they were entitled for that period less any vacation taken. After the employee has been away from work for one year, they will no longer be eligible to accumulate vacation credit. An employee who is away from work for more than one year and is approved to return to work will be treated in the same manner as an employee returning from layoff: they will be given an adjusted hire date, and their vacation will be administered by the contractual language governing vacations for recalled employees.

Section XVII

JOB POSTING AND AWARDING

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1. The Company shall have the right to assign any employee to any job for which the Company feels the employee is qualified for a period not to exceed 30 calendar days without posting the job with the exception of the Surface Plant Mechanic Agreement in Appendix B. Workers assigned to a lower rated job on a temporary basis will receive their regular rate during such assignment.
 2. When a permanent job vacancy above the yard person rate occurs, the vacancy will be announced on Wednesday. **The Company will email all employees** a notice **and post the notice** on the bulletin boards at the Westvaco surface change house lobby, the #8 shaft change house lobby, and the Granger change house lobby until 8:00 a.m. on the following Monday and all employees shall have the right to make application for such job. All applications for the posted job must be in writing and submitted at designated locations for that purpose prior to the expiration. Employees who are interested in bidding on a job will, upon request, be given an explanation of the job duties and responsibilities. If no application is received, or if no employee qualified for the job, the Company shall have the
- MOU 5**

right to assign any employee to the job on a temporary basis until a qualified applicant is found.

After the above procedure is followed, the employee who has been assigned to this job will not be reassigned against their wishes provided a qualified employee with lesser seniority is available. After the normal bidding procedures have been followed, the Company will post all vacant jobs prior to hiring from outside the Surface and Underground facilities. **Only the interdepartmental cross-bidding restrictions set forth in Paragraph 8 will be doubled in a hiring year.**

After mutual agreement with the Union, the Company may at times bid positions on "Orange Paper" indicating that the actual position will not be filled for an extended period of time and that contract language related to pay and training will not be applied until the individual actually transfers to the job. Once an "Orange Paper" bid is awarded, that individual will continue to have bidding rights based on their current position until the actual transfer is made.

Job vacancies in the Mine Department will be posted, identifying the job classification, the group, and the mine shaft where the vacancy exists.

Job vacancies in the Plant, Laboratory, and Surface Utility Departments will be posted identifying the job classification and crew where the vacancy exists.

3. If the job is awarded, it will be awarded within five (5) days (excluding Saturdays, Sundays, and holidays) from the date the job posting expires.
4. When employees are awarded a higher rated job, they will receive the rate of the job at the time they transfer to that position. If an employee is delayed more than five (5) days in transferring to the new position, employees will be paid at the new bid rate retroactive to five (5) days after the job award.

Employees who are not available to report to work within six (6) months of the job award, excluding vacation time, will not be considered as eligible bidders for the job vacancy and the job will be rebid.

5. Employees assigned to a new job through the bidding procedure may elect to return to their former position within the first **three (3)** working days on the new job. Employees who elect to return to their former position will not be allowed to bid on another job for a 90-day period. **Employees who accept the new bid job may only withdraw their bid at the Company's discretion, based on its business needs. If an employee is permitted to withdraw their bid, they** will not be allowed to bid on another job for a 90-day period.

Employees who elect to return to their former position for a second time in a one-year period will not be allowed to bid on another job for a 180-day period.

6. Employees assigned to a new job in accordance with the above procedure shall be given not more than the equivalent of thirty (30) eight hour working days for jobs up to and including “AA” jobs on the Surface and all Mine Production and Mine Services jobs, and the equivalent of forty-five (45) eight hour working days for “AAA” jobs and above (excluding their vacation and/or illness) to satisfactorily perform the job. If such employees fail to satisfactorily perform the job within said period, they shall be entitled to return to their former position, without loss of seniority, but must wait for a period of ninety (90) days before again applying for a job vacancy requiring the same or similar qualifications. If in returning to their former job they displace the employee who replaced them, that employee shall have the right to return to their former job.
7. **For the purposes of job posting and awarding**, the departments shall be established as Plant, Mine, Mine Maintenance, Surface Maintenance, Laboratory, and Surface Utility at Westvaco and Plant and Surface Maintenance at Granger.
8. **When a vacancy is posted, consideration will begin based on the employee’s seniority and will be awarded to the most senior eligible bidder that first meets any of the criteria set forth below, unless otherwise defined in Appendix B or a Memorandum of Understanding (MOU) which would take priority. For clarity, all criteria set forth below are held equal.**

The Company shall have the right to reject any application for a posted job from employees who are cross-bidding from one department to another if there is an eligible bidding in the department where the vacancy exists, unless the application is from employees who are currently employed at the yardperson rate.

Criteria One (1):

Employees bidding within the department to a job with a higher rate classification.

Criteria Two (2):

The following interdepartmental cross bids will be allowed in any calendar year.

A. Mine Department to Plant Department

A maximum of ten (10) Mine Department employees will be allowed to cross bid to posted “AA”, “A”, “B”, and Class “C” jobs. Employees who voluntarily bid out of the mine as a direct result of and following the Company’s decision to reduce mine jobs may retain their wage rate for period of 12 months.

B. Mine Department to Laboratory Department

A maximum of three (3) Mine Department employees will be allowed to cross bid to posted Analyst Trainee jobs.

C. Mine Maintenance Department to Mine Department

A maximum of four (4) Mine Maintenance Department employees will be allowed to cross bid to Utility Helper jobs.

D. Mine Maintenance Department to Surface Maintenance Department

A maximum of five (5) Mine Maintenance Department employees will be allowed to cross bid to posted Surface Maintenance Department jobs.

E. Surface Maintenance Department to Mine Maintenance Department

A maximum of eight (8) Surface Maintenance Department employees will be allowed to cross bid to posted Mine Maintenance Department jobs.

F. Westvaco Plant Department to Mine Department

A maximum of ten (10) **Westvaco** Plant Department employees will be allowed to cross bid to posted Utility Helper, Roof Bolter Operator, and Shuttle Car Operator jobs in the Mine Department.

G. Westvaco Plant Department to Granger Plant Department

A maximum of five (5) Westvaco Plant Department employees will be allowed to cross bid to posted Granger Plant Department jobs.

H. Granger Plant Department to Westvaco Plant Department or Westvaco Mine Department

A maximum of two (2) Granger Plant Department employees will be allowed to cross bid to posted Westvaco Plant Department jobs or to posted Utility Helper, Roof Bolter Operator, and Shuttle Car Operator jobs in the Westvaco Mine Department. In a hiring year, only three (3) per year (not four (4)) will be allowed to bid out from the Granger Plant Department. Of these three (3), only two (2) can be from “AAA” or higher classifications; provided, however, they cannot be from the same bid job.

I. Surface Lines of Progression

- 1. Laboratory and Surface Maintenance – One (1) employee per calendar year in each line of progression will be permitted to bid out of such progression. It is understood that if one (1) employee bids out of the lines of progression during the final quarter of the year subsequent bids for the following year will not be accepted for three (3) months after that bid. Whenever possible, employees will give advance notice to the Department Head of their intent to leave the department.**

2. Surface Utility Department – Two (2) employees per calendar year will be permitted to bid out of the department, should their seniority allow, provided tenure requirements outlined below are met. If the maximum doubles on a hiring year, only (1) of the four (4) per year will be allowed to bid out from “AA” or higher.

- a. Employees in the entry-level classification shall have four (4) years in the **Surface** Utility Department before being **eligible** to bid out.
- b. Employees above the entry-level classification shall have five (5) years in the **Surface** Utility Department before being **eligible** to bid out.
- c. See “other” provision below for tenure exception.

J. General

Bids of employees opting to return to their former position within **three (3)** days shall not count against the maximums specified above for these special interdepartmental cross bids.

Criteria Three (3):

Employees bidding between departments must qualify on their first bid position before they can bid to a position with a higher rate classification. Normal tenure requirements still apply for employees electing to cross bid or bid to a lower classification.

Criteria Four (4):

The Company shall have the right to reject any bid from an employee at a job rate level equal to or higher than the posted job, unless:

- A. The bid is to an established progression program defined in Appendix “B” **unless the interdepartmental cross bids have reached their maximums.**
- B. It involves a mine-operating employee with one (1) or more years of seniority bidding to another mine-operating job. In this case, an employee is limited to two (2) such bids in a twelve (12) month period, and the Company reserves the right to limit such bids for forty (40) in any calendar year.
- C. It involves a Plant Department employee with four (4) or more years of tenure in a particular job **bidding within that Plant Department.** In this case, the Company reserves the right to limit such bids to sixteen (16) **at Westvaco Plant and three (3) at Granger Plant** in a calendar year. See “other” provision below for tenure exception.

Other:

Tenure will be waived for cross-bidding into preferred schedules within the department. For this provision only, the Westvaco Plant Department and Surface Utility Department will be treated as one (1) department. Preferred schedules are defined in order of preference as follows:

1. Monday through Friday day shift.
 2. A five-day schedule of 7:00 a.m. to 3:00 p.m., other than Monday through Friday.
 3. A rotating schedule with Saturday and Sunday off.
 4. Any five (5) consecutive day schedule.
9. Surface employees will not be forced to work underground, or mine employees shall not be forced to work on the surface against their wishes' provided employees are available with lesser seniority who are capable of performing such assignment.
 10. Newly hired employees assigned to the Mine Department shall have twelve (12) months in the Mine Department before being allowed to bid to the Surface Department.

**Section XVIII
SENIORITY**

1. Seniority shall include the continuous service of any employee as defined in Section I.
2. Seniority, skill, ability, and qualifications to perform the work required shall be the primary and governing factors in the event of reductions in the working force, restorations, promotions, and transfers.
3. A voluntary quit, or a leave of absence extending beyond twelve (12) months (except such as required for military service in the armed service of the United States or as provided in paragraph 7 below) or a discharge shall break seniority.
4. Absence due to illness shall not break seniority, but the Company may require acceptable proof of such illness.
5. Employees shall not accumulate seniority while occupying supervisory or other positions not covered by this Agreement and will retain seniority acquired prior to transfer to such position only for a period of one year. Any time worked as a temporary supervisor shall be included in this one-year period. Employees returned from a position not covered by this Agreement must be returned to the lowest rated job in the department from which they came and may advance only via the established advancement procedures.

6. Employees temporarily transferred to a supervisory position will maintain and accrue all bargaining unit seniority for a period not to exceed two hundred twenty-five (225) calendar days during the term of this Agreement.
7. Employees will be granted leaves of absence to serve in appointed or elected office in the Government of the State of Wyoming or the Federal Government or for an official position with the Union. Leaves of absence of this nature will be administered as follows:

- A. Leaves of 12 months or less.

Employees shall retain and accumulate seniority for all purposes and shall return to their last bid job.

- B. Leaves of more than 12 months.

Employees shall retain and accumulate seniority for job bidding purposes. They will retain but not accumulate seniority for service-related benefits. Such seniority retention and/or accumulation shall extend for eleven (11) years or for a period of time equal to their length of credited service at the time they started their leave of absence, whichever is greater. Employees returning to the service of the Company within the specified time during which seniority is retained will return to the lowest rated job in the Department that they were in at the time the leave of absence was approved and may advance only by the established bidding procedure provided in Section XVII herein.

8. Newly hired employees shall be placed on probation for ninety (90) calendar days. They may be discharged at any time during the probationary period without recourse to the grievance procedure. Probationary employees' continuous service shall commence with the date of their probationary period. After ninety (90) days of employment, the junior yard person or utility helper will automatically be awarded the next applicable mine or plant job for which there are no successful bidders.

Employees so assigned will regain yard person or utility helper bidding rights when they achieve one (1) year of seniority. They will retain these job bidding rights until they achieve two (2) years of seniority, at which time **the employee(s) may elect within one (1) month following their two-year seniority date to be placed back in the yard or utility helper position at the applicable classification rate and must communicate that decision to the Company. If a decision is not communicated by the employee(s) within the established timeline, employees(s) will remain in the position on a permanent basis and be subject to all bidding restrictions outlined in the Agreement. If employees(s) are placed back in the yard or utility helper position, the vacated position will be rebid. If there are no eligible bidders, the least senior yard person or utility helper employee will be assigned to the position.**

9. Subject to the foregoing, seniority will be considered as follows:

- A. In the event of a reduction in force, the Union shall be given thirty (30) days' notice verbally and confirmed in writing of any layoff due to a reduction in force. Employees shall be laid off in the reverse order of their seniority. Such reduction will be made by moving employees downward through jobs in their department and the senior qualified employee will be held in the highest rate to which their seniority may entitle them in that department. Employees who are not retained in their department will be reduced to yard person.

Employees being laid off may only exercise their facility wide seniority as an alternative to layoff and then only when they have proven mental and physical ability to perform a job held by an employee of lesser seniority. Laid off employees' medical, dental, and optical coverage will continue for the first thirty (30) days of such lay-off.

- B. In restoration of employees, they shall be offered a chance to return to work in the reverse order in which they were laid off, if they are sufficiently skilled, qualified and able for the vacancies that may exist. All employees recalled shall be given ninety-six (96) hours in which to notify the Company of their intent once they have been notified by phone or registered mail to the last known address of the recall opportunity. Once a recall start date has been determined, recalled employees will be given two (2) weeks in which to report. After notification of the start date, failure to report within the stated period shall automatically terminate an employees' seniority.

- C. In the event of a reduction in force or change in force not involving a layoff, employees shall be moved in the reverse order of their seniority downward through the applicable rate classification as outlined below. For temporary reductions of force of 120 days or less, the Company shall have the option of assigning employees to yard person or utility helper provided their bid rate classification is maintained. The Company will notify the Union in writing in advance of initiating such temporary reduction. During this 120-day period, employees will have automatic recall rights to their previously held job unless they successfully bid to another job.

For the purpose of this clause, the departments shall be defined as Plant, Mine, Surface Utility, Laboratory, Mine Maintenance and Surface Maintenance at Westvaco and Plant, Mine, Mine Maintenance, and Surface Maintenance at Granger. Also, the Plant for the purposes of this clause at Westvaco, shall have the following areas: Refined Ash, Shipping, Preparation, Bicarb, Caustic/Crystal Recovery, ELDM, Mono Plant and Stores.

1. Plant Department

Affected plant employees may, providing they have more seniority than the employees they replace:

- a. Replace the most junior employee within their rate classification in their area, or
- b. Replace the most junior employee within their rate classification in their department, or
- c. Go to the yard person classification.

In the event the employee is the most junior employee in their rate classification in their department, the employee may replace the most junior employee in the next lower rate classification in either their area or department.

2. Mine Department

An affected mine department employee may, providing the employee has more seniority than the person they replace:

- a. Replace the most junior employee in their job classification within their department, or
- b. Replace the most junior employee in their rate classification within their department, or
- c. Replace the most junior employee in their last bid job in their department, or
- d. Go to utility helper or yard person classification based on the needs of the Company at that time.

In the event the employee is the most junior employee in their classification, they may replace the most junior employee in the next lower rate classification.

- 3. Surface Maintenance, Mine Maintenance, Laboratory Seniority will prevail in each of these departments.
- 4. Employees exercising their seniority in the above procedure must be qualified to perform the junior employees' job. Employees will be given a maximum of thirty (30) days to qualify.

D. Reduction and restoration of forces procedures and reduction or change in force procedures not involving a layoff have been clarified respectively in Memorandums of Agreement: MOA 1, MOA 3, MOA 6.

- E.** In the event of a reduction and restoration of the work force, affected employees will receive an adjusted hire date for the purpose of calculation of such service-related benefits as vacation, sick leave, and bidding. The adjusted service date for this purpose shall be continuous service less periods of layoff. Service for pension purposes will be determined by specific provisions of the Pension Agreement.

Section XIX

GRIEVANCE PROCEDURE

1. Regular Grievances

Grievances except those arising from discharge for cause may be processed through the following three steps:

- | | |
|----------|---|
| 1st Step | In the first step, the employee presents their grievance verbally to their supervisor. |
| 2nd Step | The employee's shop steward presents it in person to their Supervisor or appropriate Unit Manager/Area Maintenance Manager in writing. The Supervisor or appropriate Unit Manager / Area Maintenance Manager will sign and date the written grievance indicating receipt. |
| 3rd Step | The Union Grievance Committee shall present it to the Company's Vice President, Manufacturing or designee. |

The employee or Union shall have three (3) days after the event to initiate the grievance, five (5) days after the answer at the 1st step to carry it on to the second step and ten (10) days to carry it to the Vice President, Manufacturing or designee at the 3rd step. The second step meeting will be scheduled, but not necessarily held, within five (5) days. The Company will have three (3) days to answer the grievance at the 1st step, five (5) days after the 2nd step meeting is conducted, and ten (10) days after the 3rd step meeting has been conducted.

The time limit may be exceeded, if extended by mutual agreement.

In the event the Company shall fail to give an answer to a grievance at the 2nd and 3rd Steps within the time period stipulated above, the grievance will be considered settled, without precedent or prejudice, in favor of the grieving employee. Similarly, in the event the Union fails to advance a grievance within the time periods stipulated above, the grievance will be considered settled, without precedent or prejudice, in favor of the Company. The Company answer at the 2nd and 3rd Steps shall be in writing.

2. Discharge for Cause

Grievances arising from discharges for cause will be handled as follows:

The Union must present the grievance in writing to the Vice President, Manufacturing or designee identifying the contract provision(s) violated within five (5) days after the employee has received written notice from the Company of the reason(s) for their discharge. The Vice President, Manufacturing (or his/her designee) must meet within five (5) days after presentation of the written grievance.

3. General

- A.** The time stated in this section shall not include any time on Saturday, Sunday, or a holiday, and in the 1st and 2nd Steps the grieving employee's days off.
- B.** The settlement of any grievance in any of the above stages shall be binding on the parties and shall not be reopened by either party except by mutual agreement.
- C.** The Grievance committee herein referred to shall consist of not more than five (5) employees who shall be selected by the Union in such manner as it may provide. This Committee shall include a chairman. Upon selection of the Committee, the Union shall immediately notify the Company in writing of the members thereof. In the event of any change in membership of the Committee, the Union shall notify the Company in writing of such change within forty-eight (48) hours thereafter.
- D.** To facilitate prompt and amicable settlement of grievances, the Shop Steward involved therein is permitted to investigate grievances and attend 2nd Step grievance hearings and the Chief Steward is permitted to attend 2nd and 3rd step grievance hearings on Company time provided permission in each instance is sought and granted by the supervisor over the Shop Steward. Each member of the Grievance Committee shall be permitted to attend 3rd Step hearings on Company time provided permission in each instance is granted by their supervisor. No committee members or employees will leave their job until they have been properly relieved. The Grievance Committee will be permitted required time off without pay as may be necessary:
 - 1.** To attend regularly scheduled meetings of the Grievance Committee without a Company representative.
 - 2.** To attend similar meetings pertaining to matters that reasonably cannot be delayed until the time of the next regular meeting.
- E.** Nothing herein contained shall prevent an individual employee or group of employees from exercising rights granted to them by law.

Section XX

ARBITRATION

If a satisfactory settlement is not reached after following the grievance procedure as outlined in Section XIX, the grievance shall, upon demand of either party, be taken to arbitration. Such a demand must be made within twenty (20) days of the Vice President, Manufacturing's (or designee's) reply, or the grievance will be waived.

The party requesting arbitration shall arrange to meet with the other party for the purpose of proposing an issue statement and to select an arbitrator within five (5) days after requesting arbitration. The other party shall either accept the issue statement or propose modifications therein. If the parties are unable to define the issues, they shall be submitted to arbitration. If the parties are unable to agree upon an arbitrator within two (2) weeks, the arbitrator shall be selected from a panel of not less than five (5) arbitrators provided by the Federal Mediation and Conciliation Service by alternate striking.

In discharge cases, the time limits stipulated in this paragraph shall remain the same excepting that if the arbitrator is not agreed upon within five (5) days of the demand for arbitration, the arbitrator shall be selected from a panel of not less than three arbitrators provided by the Federal Mediation and Conciliation Service by alternate striking.

The award of the arbitrator must be rendered within thirty (30) days after the matter is finally submitted to the arbitrator and shall be binding upon the parties thereto.

Any time specified herein shall not include any portion of any Saturday, Sunday, or holiday.

The arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of this Agreement as shall be necessary to the determination of the arbitral issue, but no arbitrator shall have the power to substitute its judgment for that of the Company or overrule the decision of the Company unless it finds that the Company acted arbitrarily and in bad faith or in violation of specific terms of this Agreement. The arbitrator shall not have any power to add to, subtract from, modify, or alter in any way the provisions of this Agreement. The award of the arbitrator shall be subject to review by the appropriate agency if either party considers the award to be in violation of any existing law or regulations.

Expenses and compensation of the arbitrator shall be divided equally between the Company and the Union.

Section XXI

TRANSPORTATION

Bussing will be provided during the term of the contract as long as a carrier can provide a reasonable bussing contract. A Transportation Committee consisting of Union and Company representatives will continue to address issues of cost and quality. The Union will select three (3) representatives to serve on the committee. Only annual passes will be available to employees and

will be deducted from their paychecks each month. These will be based on the following daily rates based on 220 days being available to ride the bus.

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The bus pass rates will be increased **\$.25/day** from current rates (**\$4.85/day**) on an annual basis effective July 1, **2024**, and **\$.25/day** on the first Monday in July during the remainder of this agreement. If bus costs per seat decrease, savings will be shared with the employees.

Sign up for annual passes must occur at least 30 days in advance of each calendar year. Employees who reside in Evanston where no transportation is furnished and they do not obtain an annual pass for transportation from the Bridger Valley area, will have the sum of \$10.00 added to their checks for each actual day worked.

Section XXII

INSURANCE AND LEAVE

1. Insurance Benefits

The Company agrees to provide the following benefits during the term of this agreement:

- Health Insurance*

Employees will remain in their current Health Care program through December 31, 2016.

- Dental Insurance*
- Life Insurance*
 - Supplemental Life
 - Accidental Death and Dismemberment
 - Spouse Life Insurance
 - Dependent Life Insurance
 - Retiree Life Insurance
- Sick Leave
- Short Term Disability (“STD”) *
- Industrial Disability*
- Long Term Disability*
- Vision Insurance*

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- Pension Plan*
- 401(k) Savings Plan* – including a Roth 401 (k) program effective January 1, 2011

*These benefits are described in detail in the individual Summary Plan Descriptions (SPD's). The SPD's and Administrative Service Manuals are the governing documents for these benefits. SPDs are available **on hr.genesisenergy.com/human-resources, or** in printed form **upon request**. The Company and Union have negotiated benefits to be administered through an SPD, not the SPD document; provided, however, the terms of the SPD cannot in any way reduce the value of a negotiated benefit.

2. Funeral Leave

- A. Employees will be granted five (5) days **of paid funeral leave, and up to three (3) days of unpaid funeral leave, at the employee's discretion**, for the death of a parent, stepparent, child, stepchild or spouse. Employees will be granted three (3) days **of paid funeral leave, and up to two (2) days of unpaid funeral leave, at the employee's discretion**, for the death of a spouse's mother or stepmother, spouse's father or stepfather, employee's brothers or sisters and brothers-in-law or sisters-in-law, **step brother, step sister**, spouse's brothers or sisters and brothers-in-law or sisters-in-law, **step brother, step sister**, employee's or spouse's sons-in-law or daughters-in-law, employee's or spouse's grandfathers and grandmothers, employee's or spouse's grandchildren, legal guardian and legal ward. In such cases, the Company will compensate the employees only for the time lost from their regularly scheduled hours of work at their regular rate. If requested by the Company, employees shall furnish reasonable evidence of death. Such leave must be taken during the period beginning with the date of death and ending with the fifth day following the date of burial, cremation, or memorial service. If the death occurs outside the continental United States and the employee is not notified in time to take their leave within the prescribed period the date of notification shall be considered the date of burial provided the employee submits proof of late notification.
- B. In the event of a death of an individual covered in "A" above while employees are on vacation, the employees will be allowed to return to work either three (3) or five (5) days later than originally scheduled, depending on the relationship of the deceased, without loss in pay providing the Company is properly notified.
- C. In the event of death of an individual covered in "A" above, if a holiday occurs while employees are off on a funeral leave, the employee will receive holiday pay and funeral pay. The employee has the option of taking an additional day off without pay.

3. Jury Duty

Employees who are absent from the facility because of jury duty, or to honor a subpoena for actions in which the employee who is subpoenaed is neither a plaintiff nor a defendant, shall be paid by the Company the difference between their regular rate of pay for the period of jury service, or time spent honoring the subpoena, and the payment received for jury service or witness fees, upon presentation of proper evidence as to jury service or subpoena and the amount of compensation received.

Jury service means serving on civil, criminal, or grand jury or being part of the selection pool and does not include being called as witness in any criminal or civil proceedings unless appearing at the request of, and on behalf of the Company.

4. Military Leave Pay

The Company agrees to pay the difference between the regular rate of pay and the service pay for any employee who is regularly enlisted in the military reserves and who attends the training period of such reserve forces up to a period not exceeding two (2) weeks in any one (1) calendar year.

5. Search and Rescue / EMT's/Voluntary Firefighters Leave

With Company approval, Search and Rescue team members will be granted an excused absence with one day's pay for a legitimate search and rescue assignment. Certified EMT's and firefighters working on a voluntary basis will be granted a maximum of two (2) excused days with pay during any calendar year for any legitimate emergency call or training required to maintain their certification. All other legitimate emergency calls or searches will be considered excused absences without pay and will not be counted as an occurrence. Employees must provide proof of voluntary participation and no employee will leave work for emergency calls once they have reported for regular duty.

6. Longevity Leave

Employees with 20 or more years of credited service may take a one-time only unpaid leave of absence. The leave can be for up to 20 working days. The leave must be taken outside of prime vacation time and is subject to normal vacation scheduling limitations. Employees are responsible for maintaining their share of all benefit costs.

7. Family and Medical Leave

Family and Medical Leave are available to employees with at least one year of service, and at least 1250 hours within the past 12-month period, through the Company. Benefits on this policy are described in the summary plan descriptions.

8. Parental Leave

Paid Parental Leave is available to all full-time employees following the completion of the employee's 90-day probation period. Employees must meet one of the following criteria:

- **Having given birth to child.**
- **Be a spouse or committed partner of a woman who has given birth to your child.**
- **Have adopted a child or been placed with a foster child (child must be age 17 or younger) for which you have legal guardianship for.**

Employees will receive 100% pay for a maximum of 160 hours per birth, adoption, or placement of a child/children in a foster home in a rolling 12-months, including the 90-day probation period. The fact that multiple births, adoptions, or placement occurs in the same event does not increase the 160 hours of paid parental leave granted for that event. In no case will an employee receive more than 320 hours of paid parental leave in a rolling 12-month period. Leave must be taken in a consecutive 160-hour period and pay will be based on the employee's regular hourly rate and must begin and end at any time during the three-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond the three-month timeframe.

Section XXIII SAFETY AND HEALTH

1. The Company agrees to provide such **legally/regulatory compliant** safety equipment, sanitation appliances and places of work as shall be consistent with the type of work covered by this Agreement. **The Company and the Union will cooperate with the objective to continually reduce health, safety and environmental (HSE) hazards, to avoid wherever possible occupational injuries, illnesses, and environmental releases.** The Union agrees that employees shall cooperate with the Company in the use of safety equipment furnished by the Company and in furtherance of the Company's safety program. Negotiated safety policies and procedures, accident reporting and medical care rules are incorporated in the Company's published safety rules. The Company commits that it will continue to engage and consider the Union's suggestions on safety issues; the Union agrees that if the parties are unable to reach a mutually acceptable understanding that the Company has the right to timely implement its preferred safety policies or procedures.
2. The parties hereby agree to maintain their SLT (Safety Leadership Team). **The SLT team shall be composed of hourly employees designated by the Union in a number equal to the number of Company representatives. The minimum number to conduct a meeting will be four (4) from each party with the Union President an ex-**

officio member. It shall be the duty of this Team to make such inspections, investigations and recommendations pertaining to safety, as it shall deem necessary or proper. Any member of the Team may at any time call a meeting, inspection **and/or** investigation by said Team. The Team shall make a written report of all its inspections, investigations, and recommendations. Members of the Safety Leadership Team will be permitted time off with pay for the purpose of attending a meeting or participating in the inspection **and/or** investigations, but no committee members shall leave their job until they have the permission of their immediate supervisor and has been properly relieved.

3. It is agreed that the members of the Union Safety Committee shall be free to call upon the State Mine Inspector for advice and cooperation on safety and safety regulations, so far as the State Mine Inspector's office may be able to cooperate. Whenever possible, a Union member and a Company member of the Safety Committee will accompany the State or Federal Mine Inspector on tours of the premises.
4. For the purpose of the safety program, the Safety Leadership Team will meet on a monthly basis. Adequate advance notice will be given when such meeting is to be held.
5. **In addition to other business, SLT meetings will include review of:**
 - **Summary of Recordable Injuries and Illnesses which occurred since the prior meeting.**
 - **Accident/incident/first-aid report forms which occurred since the prior meeting.**
 - **Summary of MSHA citations or OSHA violations which were received since the prior meeting.**
6. If an employee feels their assignment is unsafe, they will immediately correct the unsafe condition if possible. In the event that an employee challenges a job assignment in the belief that is imminently hazardous **the following process should be followed. The employee, who stopped the job, should first engage their supervisor and a union safety representative with the goal of investigating and resolving the concern at this level.** The case will stand on its own merits. Employees will not be disciplined for refusing to work when they believe an imminent hazard exists. However, refusing to work after the condition has been determined to be safe by the investigating committee may result in disciplinary action.

If the investigating committee is unable to reach resolution, it will then be escalated to the department manager, or delegate, and the Company Safety Manager, or safety representative, for resolution. The Union President will be notified of the escalation.
7. **When a recordable accident occurs, the Company's first responsibilities are to attend**

to the welfare of an injured party, determine that the area is safe to enter, ensure the safety of others in the area, and make any required notifications. The Company will, consistent with these responsibilities, and as soon as practicable, notify the Union President (or in their absence another Executive Board member) of the recordable injury.

8. The parties understand that there may be circumstances when bargaining unit employees may be assigned to perform safety and health functions that are ultimately the responsibility of management under the Mine Safety and Health Act of 1977.

Subject to the exceptions set forth below, the Company shall be responsible to pay civil penalties assessed against a bargaining unit employee by the Mine Safety and Health Administration when that employee, acting as an agent of the company, is determined by MSHA to have knowingly authorized, ordered or carried out a violation of an MSHA standard or order as provided in 30 U.S.C. 820c. The company, however, shall not pay any criminal fines whatsoever, or any civil fines that were incurred as a result of the intentional malfeasance of any bargaining unit employee.

As part of this understanding, the Union agrees to cooperate fully with the company in bringing forth all information relevant to the citation, penalty, or fine and to cooperate fully with the company, at no expense to the company, in the investigation and defense of all citations, penalty assessments and fines that involve bargaining unit employees as agents of the employer. The company, at its election, and if accepted by the employee, shall have the option to pay for the defense, or provide a defense for the bargaining unit employee. The Union shall give the company immediate notice of any action taken by MSHA against any bargaining unit employee pursuant to, or in anticipation of, any action under 30 U.S.C. 820c.

9. The Company will supply personal safety equipment including hard hats, mine belts, safety glasses, approved respirators, and rubber clothes at no cost to the employees. **The Company shall provide all necessary training and properly fitting personal protective equipment (PPE) when required by the Company, law or regulation; provided, however,** if after the first issuance of this equipment to the employees, such equipment must necessarily be replaced because it is worn out, the Company will furnish a replacement therefore without cost, provided that the worn out items are returned to the Company storeroom with a requisition for replacement. However, if any such items of equipment are lost by the employee, the employee shall be required to pay the cost price of item or equipment replaced.

The Company will provide a system for the purchase of up to five (5) pairs of safety shoes/boots not to exceed **\$700** in total cost per contract year. Any cost over **\$700** in total will be paid by the employee at the time of the purchase. Employees may purchase overshoes and insoles as part of the **\$700** per year benefit. **Summer hires will also be able to purchase up to two (2) pairs of safety shoes/boots, not to exceed \$200 in total cost per calendar year.**

The Company will furnish rubber suits and winter coats as may be necessary for emergency work.

Gloves will be provided as needed for the work being performed.

The Company will provide a No-Line Bi-Focal option as part of the Company's safety eye-glass program at no cost to the employee. If an employee damages a prescription lens, Security or Safety will order a replacement lens. When the new lens is received, Security or Safety will replace the lens. The parties recognize there may be some exceptions due to specialized frames or lens.

It is the Company's intent to continue the present safety procedures throughout the life of this agreement.

Section XXIV **NO STRIKES OR LOCKOUTS**

It is specifically agreed between all parties hereto that there shall be no lockouts of any kind for any cause on the part of the Company, and there shall be no strike, slowdown, walkout, or other cessation of work of any kind by any of the employees on account of any controversy whatsoever.

During the life of this Agreement, the Union agrees that it will not involve the Company in any jurisdictional or organizational controversies.

In the event of any unauthorized strike, slowdown, walkout, work stoppage or interruption of work, the Union shall make prompt and honest effort to end such unauthorized strike, slowdown, walkout, work stoppage or other interruption of work.

It is expressly agreed by the parties hereto, that nothing contained in this section or any part of this Agreement shall be construed or used in a manner to form the basis for any allegation of violation of this contract for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint, or contention, and the latter party after having been allowed a reasonable opportunity to correct the same shall refuse to do so.

Should any violation of this Agreement or any article, section, sub-section, clause, phrase or part hereto be alleged, in determining whether a person is acting as an "agent" of another person as to make such other person responsible for their acts in order to support such allegation in any arbitration, courts action, or other litigation, the question of whether the specific acts were actually authorized or subsequently ratified shall be controlling and strict proof thereof required. This provision, however, shall not be construed in any manner to relieve any person of responsibility for their own wrongful acts, as an individual, subject, however, to the grievance procedure under this Agreement.

Section XXV
BULLETIN BOARDS

The Company will provide the Union with a bulletin board for its sole use in giving notice of Union meetings, Union elections, names of Union officials and representatives, and Union social and educational gatherings. The Company reserves the right to approve or disapprove any material posted on said bulletin board. Approval will not be unreasonably withheld.

Section XXVI
GENERAL

1. The parties believe that it is in the best interest of all employees to increase skills and use existing skills. To that end, employees are free to voluntarily perform tasks incidental to their primary assignment, within their skill level, in the interest of increasing our competitive position. The parties agree to meet in good faith to iron out problems that may arise.
2. The Union and the Management agree and support that a working leader concept will be established in order to provide crew leadership and continuity:
 - A. The “lead person” classification shall be established. Employees filling the lead person position will be paid their regular rate plus \$.75 per hour.
 - B. Initially, lead persons may be selected in the following areas:
 1. Mine production and maintenance crews,
 2. Up to 3 lead persons in mine services,
 3. Surface maintenance crews, except shift workers, and
 4. Surface yard crews.

Based on organizational structure and function, the lead person provision is not applicable to other areas. Any exception will be discussed by the union and the management.

- C. Responsibilities of the lead person include, but are not limited to: Direct the crew, handle their own job, assign tasks and priorities, act as the designated focal point for communications, written reports, timecards, schedule and assign overtime, be familiar with emergency procedures, accident and safety reports, and fireboss (mine), and attend planning meetings (surface maintenance).
 1. Lead persons will not be expected to discipline other employees, but this does not relieve the lead person from the responsibility to report facts to management.

2. Lead persons may file grievances but may not handle them as a management representative.
3. Lead persons may not assign overtime to themselves unless with prior management approval.

D. Qualifications for the lead person position are:

1. Surface Maintenance – “A” classification and permanent member of crew, and
2. Yard Crew – bid operator.

Qualifications will also include the ability to learn such items as the mine plan, ventilation, and mine reporting system in the mine; and, in general, escape routes, emergency plans, certain MSHA regulations, safety/accident reporting, and such other items as from time to time may be established.

Training in these areas will be provided and an employee will have 30 working days to demonstrate proficiency.

E. Selection of lead persons will occur as follows:

1. The position will be publicized with a description/definition, qualifications, and responsibilities.
2. Lead person positions will be re-selected every contract year.
3. Lead persons will be chosen by the crew.
4. If a crew is unable to reach consensus on the selection of a lead person from multiple candidates, then the senior candidate will become the lead person.

3. Temporary Supervisor

The Company has a right to assign an hourly employee to a temporary supervisor position for a period not to exceed 225 calendar days, beginning with the first day served in the temporary role. The Company will notify the Union, in writing, when a temporary supervisor assignment is made.

During the temporary supervisor assignment, the following will apply:

1. **There will be no impact to the employee’s contractual bidding, vacation, or seniority eligibility.**
2. **The employee retains all rights to their regular bid position.**

3. **The regular work duties of the employee will not include bargaining unit work.**
 4. **If overtime is required, the Company will follow normal procedures to secure overtime coverage. Should no coverage be secured, or additional labor is required, the employee filling a temporary supervisor role may be used.**
 5. **The employee will not make decisions with respect to disciplinary matters.**
 6. **The employee may receive grievances but will not formally respond or be able to make any commitment on behalf of the Company.**
 7. **The employee will not be allowed to input, or change, an hourly employee's timesheet for payroll.**
4. This agreement expresses the entire understanding between the parties hereto with references to the subject matter hereof, and no statements or agreements oral or written, made prior to or at the signing hereof, and neither party shall claim any amendment, modification, or release from any provision hereof by mutual agreement or otherwise, unless such agreement is specifically stating it is an amendment to this Agreement.
 5. Any and all terms and provisions of this Agreement which relate to matters which are subject to control or regulation by any governmental agency shall not become effective until the same have been duly approved, ratified and authorized by said governmental agency.
 6. The Company agrees to continue, for the life of the Agreement, all lines of Progression.
 7.
 - A. Maintenance employees will be issued and charged out with a set of commonly used, small hand tools when their regular work requires the continuous use of such tools. More specialized tools will also be issued on either a permanent or temporary basis to individuals requiring such tools. Tools and equipment to be used on a general basis in a shop or area will be issued to individuals upon written approval by their supervisors.
 - B. Maintenance employees are responsible for the custody and care of the tools assigned and charged out to them and may legitimately refuse the loan of these tools to other persons. Tools worn out or broken from normal usage will be replaced free of charge on approval by their supervisor. Lost, stolen and mistreated tools must be reported to the individual's supervisor immediately who, after careful investigation of the facts and circumstances, will determine whether or not the employee is to be charged for the tools and will advise the employee accordingly.
 - C. Maintenance supervisors will conduct semi-annual toolbox inspections for the purpose of checking the physical presence of tools charged out to the employees

and for checking the condition of the tools. All missing tools will be replaced by drawing them from stores on a commissary requisition.

- D.** All tools issued to employees will be stamped with their clock card number. The same number will be stamped on their toolbox. That number will be recorded on the list of small tools issued to that employee. Tools having obliterated numbers will be picked up and new tools issued.
 - E.** Since the tools assigned to maintenance employees are presumed to be kept in first class condition, either by repairs or free replacement, no allowance will be made for age of the lost tools.
 - F.** Upon termination of employment, maintenance employees will turn in their tools and any missing items handled as in paragraph B.
- 8.** The Company agrees that it will not subcontract maintenance work (as distinguished from new construction, major modification or major rehabilitation work) to be performed on Company premises when the work operations involved have normally been performed by employees in the bargaining unit, except in the following instances:
- A.** Where particular skills or specialized equipment are involved which are not available within the Company.
 - B.** Where unusual or one-shot jobs are required which are not usually performed by the Company.
 - C.** Where the volume of work on any particular job precludes the possibility of its completion within scheduled time limits.

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It is not the intent of the Company to use on-site contractors for the purpose of reducing or transferring work ordinarily performed by maintenance employees in the bargaining unit. Before employing outside contractors the Company will first consider using bargaining unit employees to perform the work.

Section XXVII

LONG AND FAITHFUL SERVICE

Employees who become physically or mentally unable to perform the essential functions of their current position with reasonable accommodations, will be considered for placement into open positions. If no position is open, the affected employees, if they have the appropriate seniority, and can perform the job, may bump less senior employees in a janitor position.

Any employees, in situations as described above, who are unable to qualify for any position or are bumped out of a position and cannot bump any less senior employees, may be placed on an inactive employee list, after utilizing any available leave time. Employees so placed will have the opportunity to return to an open position, for which they qualify.

Section XXVIII
TERM OF AGREEMENT

This Agreement shall be effective at 12:01 a.m., July 1, **2024**, and shall continue in full force and effect until 12:01 a.m., July 1, **2029**, and shall automatically continue thereafter during annual periods of one year each, unless either party notifies the other in writing at least sixty (60) days prior to any expiration date of its desire to discontinue or modify the Agreement and submits such modifications as may then be desired. In the event that such notice is given both parties shall commence negotiations within ten (10) days after receipt of such notice for the purpose of arriving at a satisfactory agreement. If pursuant to such negotiations, an agreement or renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

**APPENDIX A
JOB CLASSIFICATIONS**

| | 4.50% | 4.00% | 3.50% | 3.50% | 3.00% |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|
| | <u>7/1/2024</u> | <u>7/7/2025</u> | <u>7/6/2026</u> | <u>7/5/2027</u> | <u>7/3/2028</u> |
| <u>MINE</u> | | | | | |
| Shearer Operator | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| Continuous Miner Operator | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| Relief Operator | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| **Blaster | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| Longwall Operator | \$56.54 | \$58.80 | \$60.86 | \$62.99 | \$64.88 |
| Longwall Utility | \$56.54 | \$58.80 | \$60.86 | \$62.99 | \$64.88 |
| Hoistman | \$56.54 | \$58.80 | \$60.86 | \$62.99 | \$64.88 |
| Roof Bolter Operator | \$55.90 | \$58.14 | \$60.17 | \$62.28 | \$64.15 |
| Hoist Operator – Trainee / Relief | \$55.71 | \$57.94 | \$59.97 | \$62.07 | \$63.93 |
| Shuttle Car Operator | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Shaft Attendant | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Shaft Repair Technician | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Cager | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Front End Loader Operator | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Ventilation Class "A" | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Belt Technician "A" | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Jeep Driver | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Trash Attendant | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Surface Services, Front End Loader | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Pump Technician | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| General Services Ventilation Pump Technicians | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Sanitation Attendant | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Bit Grinder | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Core Driller Operator | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Stores Operator Mine | \$54.91 | \$57.11 | \$59.11 | \$61.18 | \$63.02 |
| Utility Helper | \$46.53 | \$48.39 | \$50.08 | \$51.83 | \$53.38 |
| Core Driller Helper | \$46.53 | \$48.39 | \$50.08 | \$51.83 | \$53.38 |
| | | | | | |
| <u>MAINTENANCE</u> | | | | | |
| Class "A" Maintenance (Mine) | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| Class "B" Maintenance (Mine) | \$52.78 | \$54.89 | \$56.81 | \$58.80 | \$60.56 |
| Class "C" Maintenance (Mine) | \$51.14 | \$53.19 | \$55.05 | \$56.98 | \$58.69 |

| | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|
| Class "AA" Maintenance (Surface) | \$56.54 | \$58.80 | \$60.86 | \$62.99 | \$64.88 |
| Class "A" Maintenance (Surface) | \$55.71 | \$57.94 | \$59.97 | \$62.07 | \$63.93 |
| Class "B" Maintenance (Surface) | \$51.89 | \$53.97 | \$55.86 | \$57.82 | \$59.55 |
| Class "C" Maintenance (Surface) | \$50.26 | \$52.27 | \$54.10 | \$55.99 | \$57.67 |
| Class "C" Maintenance Career Student | \$50.26 | \$52.27 | \$54.10 | \$55.99 | \$57.67 |
| | | | | | |
| <u>PLANT</u> | | | | | |
| | | | | | |
| <u>CPO CLASS OPERATOR</u> | | | | | |
| Control Operator – Mono Utilities | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| South Control Operator – Mono | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| Control Room Operator – ELDM | \$57.38 | \$59.68 | \$61.77 | \$63.93 | \$65.85 |
| | | | | | |
| <u>ZA CLASS OPERATOR</u> | | | | | |
| CCR Control Operator – Sesqui | \$54.77 | \$56.96 | \$58.95 | \$61.01 | \$62.84 |
| Day Relief Operator – Granger | \$54.77 | \$56.96 | \$58.95 | \$61.01 | \$62.84 |
| Dayshift Relief Operator – Sesqui Utilities | \$54.77 | \$56.96 | \$58.95 | \$61.01 | \$62.84 |
| Control Operator – Kiln/Caustic (Special Advancement) | \$54.77 | \$56.96 | \$58.95 | \$61.01 | \$62.84 |
| | | | | | |
| <u>AAA CLASS</u> | | | | | |
| *Control Operator – Kiln/Caustic | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| Dayshift Relief Operator – Kiln/Caustic | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| Boiler Operator – Granger | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| *Utility Relief Operator – Mono | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| *Utility Relief Operator – Sesqui | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| North Control Operator – Mono | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| Mill Control Operator – Granger | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| Caustic / Evaporation Plant Operator – Granger | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| *Utility Relief Operator – Granger | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| *Utility Relief Operator – C/CR | \$53.89 | \$56.05 | \$58.01 | \$60.04 | \$61.84 |
| | | | | | |
| <u>AA CLASS OPERATOR</u> | | | | | |
| Clean-up / Tailings / Relief Operator – Mono | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| *Mono I Operator – Utilities | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| *Mono II Operator – Utilities | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| *Sesqui Boiler Operator – Utilities | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Crusher / Dissolver Control Operator – Sesqui | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Filter Operator – Sesqui | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Plant Operator – ELDM | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |

| | | | | | |
|--|---------|---------|---------|---------|---------|
| Process Operator – Bicarb | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Bulk Loader Screen Operator | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Senior Lab Analyst | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| *Mill Helper – Granger | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Utility Operator – Granger | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| Crystal Recovery Area Attendant | \$53.14 | \$55.27 | \$57.20 | \$59.20 | \$60.98 |
| | | | | | |
| <u>A CLASS OPERATOR</u> | | | | | |
| *Process Helper – Kiln/Caustic | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| *Solution Mining Operator – Granger | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Dayshift Relief Operator – Crystal Recovery | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Loading Operator – Caustic | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| South Control Helper – Mono | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Stockpile Operator – Mono | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| North Control Helper – Mono | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Stockpile Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Crusher Helper – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Pumphouse Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Crystallizer Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Calciner Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Hi-Temp Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Baby Sesqui Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Acid Cleaner / Cleanup Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Bagging Machine Operator – Distribution | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Bagging Helper – Distribution | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Trackmobile Operator – Distribution | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Bagging/Warehouse Operator – Bicarb | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| *Water Treater – Mono Utilities | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| *Water Treater – Sesqui Utilities | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| *Water Treater – Granger | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Stores Operator | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Sesqui Silo Reclaim Operator | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Utility Helper / Relief Operator – Mono | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Cleanup / Relief / Dissolver Operator – Sesqui | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| Cleanup / Relief Operator – Mono | \$52.59 | \$54.69 | \$56.60 | \$58.58 | \$60.34 |
| | | | | | |
| <u>B CLASS OPERATOR</u> | | | | | |
| *Utility Helper – Mono Utilities | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| *Utility Relief Operator – ELDM | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Dissolver Helper – Sesqui | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |

| | | | | | |
|--|---------|---------|---------|---------|---------|
| *Trackmobile Helper – Distribution | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Car Cleaner – Distribution | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| *Utility Relief Operator – Distribution | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Acid Cleaner / Equipment Operator – Mono | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Clean-Up Operator – Mono | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Clean-Up Operator – Sesqui | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| *Utility Relief Operator – Bicarb | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Analyst II | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| Transloader – Distribution | \$50.91 | \$52.95 | \$54.80 | \$56.72 | \$58.42 |
| | | | | | |
| <u>C CLASS OPERATOR</u> | | | | | |
| *Powerhouse Helper – Mono Utilities | \$49.76 | \$51.75 | \$53.56 | \$55.43 | \$57.09 |
| Analyst I – Lab | \$49.76 | \$51.75 | \$53.56 | \$55.43 | \$57.09 |
| *Cleanup Operator – Sesqui | \$49.76 | \$51.75 | \$53.56 | \$55.43 | \$57.09 |
| Analyst Trainee – Lab | \$49.03 | \$50.99 | \$52.77 | \$54.62 | \$56.26 |
| | | | | | |
| JANITOR | \$42.73 | \$44.44 | \$46.00 | \$47.61 | \$49.04 |
| | | | | | |
| YARDPERSON | \$41.78 | \$43.45 | \$44.97 | \$46.54 | \$47.94 |
| | | | | | |
| *Special Advancement – Positions that offer upgrades to higher pay levels based upon specific training requirements. | | | | | |
| **Only when upgraded in accordance with Section XIV, part 2. | | | | | |

APPENDIX A

1. Lead person rate: Employees selected to be a Lead person shall receive \$.75 in addition to the posted rate for their job classification.
2. “Plant” Mechanic rate: In addition to the appropriate “A” or “AA” Surface Maintenance rate, qualified employees, who have plant-wide responsibilities and are designated as “Plant” Mechanics, shall receive \$.45 per hour for their first-year commitment and \$.90 per hour for second or subsequent year commitments. The Mine Maintenance Belt Control Electricians and Mine Shift Electricians will also be entitled to this rate.
3. Newly hired employees will receive:
 - Ninety percent (90%) of the posted rate during the first six (6) months of Genesis service.
 - All benefits will begin on the first day of work if you enroll within 31 days from the day of hire, with the exception of the Flexible Spending Account.
4. Summer hire employees will receive:
 - 75% of the posted rate for their first summer of employment; and
 - 80% of the posted rate for their subsequent summers of employment.
5. Active members of the mine rescue and PERT will receive a \$.60/hour supplement.
6. Operator/Advanced – \$.40/hour upgrade when performing advanced duties.
7. Mine Mechanic/Advanced – \$.40/hour upgrade when performing advanced duties.
8. In the event of a plant emergency, Warehouse personnel will provide coverage of the Security Desk, regardless of shift. In consideration for providing coverage, a thirty (\$.30) cent adder will be paid to Warehouse personnel (Surface Stores Operators).

APPENDIX B

LABORATORY PROGRESSION PROGRAM

The purpose of this program is to provide a systematic method of progression for laboratory employees based on laboratory skills and abilities.

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The Westvaco & Granger Laboratories are committed to continually improving their equipment, methods, functionality, efficiency, and capability. This is and will continue to be important in meeting the demands of the customer and of the industry.

A. PROGRESSION CHART

The progression of Laboratory employees with the appropriate qualifications shall be as follows:

Engineering Support Analyst

Granger Senior Analyst

Westvaco Senior Analyst

Analyst II

Analyst I

Analyst Trainee

B. QUALIFICATION REQUIREMENTS

1. Engineering Support Analyst

- a.** Must be a senior analyst with knowledge and experience on all analytical equipment currently operational in the main lab.
- b.** Position will be awarded to the most senior internal bidder qualified within the lab department and must remain in the position a minimum period of four years. At the end of four years, the engineering analyst may elect to put their position up for bid internally and they will fill the vacancy of the successful senior analyst to the position.
- c.** In the event the Engineering analyst elects to bid out of the lab department, the Surface Lines of Progression language will apply from Section XVII, Subsection G1.

2. Granger Senior Analyst

- a. Position will be filled with bidders who are currently qualified as Westvaco Senior Analysts.
 - b. Satisfactory performance on the qualifications tests for Granger Senior Analyst.
- 3. Westvaco Senior Analyst
 - a. A maximum of twenty-four (24) months of Green River Plant Laboratory experience as Analyst II.
 - b. Satisfactory performance on the qualifications tests for Senior Analyst.
- 4. Analyst II
 - a. A maximum of one (1) year of Green River Plant Laboratory experience as Analyst I.
 - b. Satisfactory performance on the qualifications tests for Analyst II.
- 5. Analyst I
 - a. A maximum of six (6) months of Green River Plant Laboratory experience as an Analyst Trainee.
 - b. Satisfactory performance on the qualifications tests for Analyst I.
- 6. Analyst Trainee

Satisfactory performance on the tests for Analyst Trainee.

C. DEFINITIONS

1. Green River Plant Laboratory Experience

For the purpose of this progression program, Green River Plant Laboratory Experience shall mean full time experience in the Control Laboratory in the job classification Analyst Trainee, Analyst I, Analyst II, Westvaco Senior Analyst, Engineering Support Analyst, or Granger Senior Analyst.

D. PROCEDURE

- 1. All openings in the Laboratory as determined by the Company shall first be as Analyst Trainee jobs in accordance with the Facility bidding procedures. Any successful bidder must pass the applicable qualification tests. If more employees pass the tests than there are job openings, the job will be awarded on the basis of

Facility seniority. Anyone awarded an Analyst Trainee job will be given not more than ninety (90) days (excluding vacation and/or illness) to satisfactorily perform the job. Employees who fail to satisfactorily perform the job in this period will be returned to their former job in the same manner provided in Section XVII. If there are no successful bidders, the Company reserves the right to fill the openings with new hires who meet the Analyst Trainee qualifications.

2. Laboratory employees are required to progress to and maintain the senior analyst level job classification. Both written and practical tests will be administered by the lab supervision to determine if an analyst has acquired the necessary skills to move to the next level. Those who do not pass the qualification test to advance within the time allowed in Section B will be given additional time to train. The maximum additional time allowed before re-testing is as follows: 30 days for Analyst Trainee to Analyst I, 60 days for Analyst I to Analyst II, and 120 days from Analyst II to Senior Analyst. Any analyst who fails to pass the qualification test to the next level on the second attempt will be permitted to bid as a yard person for three (3) months before being forced from the department.
3. Analyst Trainees, Analyst I's, and Analyst II's who are absent from work over thirty (30) days between classification advancements will have their progress time extended by the number of days over thirty (30) that they were absent before taking their qualification test or being advanced. Vacations and two-week military reserve training periods will not be considered in computing these absences.
4. Employees who complete the requirements for Senior Analyst and Analyst II will, if available, be tested within ten (10) working days excluding vacations and two-week military training periods. If they pass the test their rate of pay effective date will be the date they complete the requirements. If they are not available for testing within the ten (10) days or do not pass their first test they will receive the Senior Analyst or Analyst II rate effective the date they pass the test.
5. The employee's Senior Analyst, Analyst II and Analyst I job classification effective date will be the same as the rate of pay effective date.
6. The Company recognizes its obligation to provide the Laboratory employees with on-the-job training designed to help prepare them for the qualification tests. Laboratory employees regardless of their job classification will perform any laboratory work assignment.

Any employee assigned to the lab on a temporary basis will be required to pass the entry-level skills test.

7. Any dispute arising regarding the interpretation or application of the provisions of this Laboratory Line of Progression shall be subject to the grievance procedure. The Company further agrees to review all qualification tests with the Union Executive Committee and a qualified Senior Analyst for the purpose of constructive criticism.

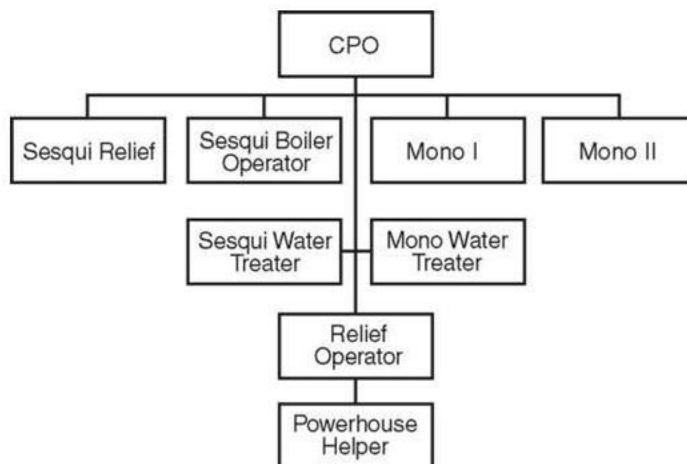
These tests will, however, be prepared by the Company and will be property of the Company. Employees who fail the test will be counseled on those areas that may need special attention.

8. When senior analyst positions open at either the Westvaco or Granger labs, they will be bid internally within the Lab Department and awarded to the senior bidder. Openings in the entry-level position at the Westvaco lab will be posted at both facilities.
9. The Laboratories are committed to upgrading their technical and analytical capabilities. This may entail a change in responsibility for each job classification. As a result, there may be a need for additional training and qualification on new instrumentation, methods, and the like. This training and qualification will be predetermined by the lab supervision and will entail no less than thirty (30) days qualification period for each instance. Lab supervision will notify the appropriate analysts by job classification in writing as to when the qualification period begins. The other stipulations pertaining to the Laboratory Progression Program apply.

SURFACE UTILITY PROGRESSION PROGRAM WESTVACO

The purpose of this program is to provide a systematic method of progression for employees in the Surface Utility Department and to maintain an adequate level of experience and proficiency in more responsible jobs.

A. UTILITY ORGANIZATION CHART



B. PROCEDURE

For bidding purposes, the Utility Department has the following entry level positions; Powerhouse Helper “C”, Utility Relief Operator “B” Water Treater “A”- Mono, Water Treater “A” – Sesqui, Mono I “AA” and Mono II “AA”. All job vacancies for entry level

into the Surface Utility Department will be posted for the facility-wide bidding as provided in Section XVII. Only employees in the Surface Utility Department will be eligible to bid on non-entry level Utility department jobs.

C. REQUIREMENTS FOR BIDDING

CPO – Must qualify and remain qualified on CPO, Mono I, and Mono II.

This job will be bid at “CPO” rate and awarded as follows:

1. First to the senior bidder in the Utilities Department already qualified on the CPO, Mono I and Mono II jobs.
2. Second to the senior bidder in the Utilities Department already qualified on the Mono I and Mono II jobs.
3. Third to the senior bidder in the Utilities Department already qualified on either the Mono I job or the Mono II job.
4. If there are no bidders from the above list, then the junior person eligible to bid in Group 1 above will be assigned. If there are none, then junior person eligible to bid in Group 2 will be assigned.

Mono I – Must qualify and remain qualified on CPO, Mono I, and Mono II. This job will be bid at “AA” rate and the successful bidder will be advanced to “ZA” rate when qualified on all required jobs.

Mono II – Must qualify and remain qualified on CPO, Mono I, and Mono II. This job will be bid at “AA” rate and the successful bidder will be advanced to “ZA” rate when qualified on all required jobs.

Sesqui Relief Operator – Must qualify and remain qualified on Sesqui Boiler, Sesqui Water Treater jobs and the Plant Fire System.

This job will be bid at “ZA” rate and awarded as follows:

1. First to the senior bidder in the Utilities Department already qualified on the Sesqui Boiler and Sesqui Water Treater jobs
2. Second, the senior bidder in the Utilities Department already qualified on the Sesqui Water job.
3. If there are no bidders from Group 1 & 2 above, then the junior eligible bidder from Group 1 above will be assigned into the position.

Sesqui Boiler Operator – Must qualify and remain qualified on Sesqui Boiler and Sesqui Water Treater jobs.

This job will be bid at “AA” rate and the successful bidder will be advanced to “ZA” rate when qualified on all required jobs. When one or more coal fired boilers are offline and Sesqui Utilities is operating, Sesqui Boiler Operators will be upgraded to the CPO rate.

The job will be awarded as follows:

1. First to the senior bidder in the Utilities Department already qualified on the Sesqui Boiler job.
2. Second to the senior qualified bidder in the Utilities Department already qualified on the Sesqui Water Treater job.
3. If there are no bidders from Group 1 & Group 2, then the junior eligible bidder from Group 1 above will be assigned into the position.

Sesqui Water Treater – Must qualify and remain qualified on Sesqui Boiler, Sesqui Water Treater and Mono Water Treater jobs.

This job will be bid at “A” rate and the successful bidder will be advanced to “AA” rate when qualified on all required jobs.

Mono Water Treater – Must qualify and remain qualified on Mono Water Treater, Mono I, and Mono II jobs.

This job will be bid at “A” rate and the successful bidder will be advanced to “AA” rate when qualified on all required jobs.

Utilities “B” Relief Operator – Advance to “A” when qualified on Powerhouse Helper and both Water Treater positions. The operator must qualify on these jobs within six months. Advance to “AA” when qualified on five (5) jobs (must qualify on 5 jobs within an additional six months) and to “AAA” when qualified on all jobs.

Powerhouse Helper “C” – must qualify and remain qualified on the Powerhouse Helper and the Mono Water Treater jobs.

This job will be bid at “C” rate and the successful bidder will be advanced to “B” rate when qualified on all required jobs.

The B Relief and Sesqui Water Treater jobs are PERT positions.

D. TRAINING

1. Employees training on the Sesqui Boiler Operator, Mono I or Mono II positions will be given not more than the equivalent of sixty (60) eight hour working days to satisfactorily qualify on the job.
2. Employees’ training on the CPO position will be given not more than the equivalent of ninety (90) eight hour working days to satisfactorily qualify on the position.

MAINTENANCE EXCELLENCE CERTIFICATE PROGRAM

USW Local 13214 and Genesis Alkali LLC have agreed to enter into a joint Maintenance Excellence Certificate Program, **herein referred to in this Section as the “Program”**. The Company and the Union recognize the need and mutual advantage in the development and training of Genesis Alkali LLC employees. The parties further recognize two (2) distinct training needs: (1) training for those employees beginning a maintenance career, to be known as Maintenance Students, and (2) training that enhances an already established maintenance career. The parties are committed to the development of a highly skilled, efficient maintenance workforce in sufficient numbers to carry out a successful maintenance program. Therefore, the following shall apply:

A. Joint Maintenance Training Committee

The parties have agreed to establish a Joint Maintenance Training Committee (JMTC) made up of three (3) representatives designated by the Union, with at least one (1) representative from the mine and one (1) from the surface, one (1) from the electrical/instrumentation discipline and one (1) from the mechanical discipline; and three (3) representatives designated by the Company, with at least one (1) representing maintenance supervision and one (1) **representative** from Human Resources. The JMTC will monitor operating policies, inform the Maintenance Students and other concerned parties of important developments related to the program, review student performance evaluations regarding on-the-job performance, and assure the provisions of the program are followed. **The JMTC will meet on an as needed basis.**

B. Minimum Qualifications of Applicants

Program openings for Maintenance Students will be determined by the Company and posted in conjunction with the normal bid procedure. The number of openings for Maintenance Students will be distributed between the Surface and Mine **Maintenance Departments**, depending on business needs. Consideration will be given to Granger when determining where bids will be posted. It is anticipated that bidding for these programs will occur no more than twice a year and at a date that allows sufficient time for the successful students to transition from their current positions and begin training at the beginning of a collegiate semester.

All applicants must be able to perform the essential functions of maintenance work.

Employees interested in bidding on the program openings for a new maintenance career must, on their own time, pass the **ALEKS placement assessment test, through** Western Wyoming Community College (WWCC) **with a minimum cutoff score of 14, or its future equivalent, to place in the TECH 1000 level math, or submit verification of the successful completion to an** equivalent level math course. Employees must also pass a mechanical aptitude test administered by WWCC or Genesis Alkali LLC with an 80% or better test score. Employees **must** provide all test results **to the Human Resources Department** prior to any job posting to be considered an eligible bidder for the current position. **Upon request**, employees will be given access to study materials. The Company

will notify the workforce sixty (60) days in advance of any **maintenance** student job posting.

Students that complete the classroom portion of the program will be permitted to take the Genesis Alkali LLC Maintenance **Qualification** Test and will be placed in the “B” rate classification if they score 80% or better and have one (1) year of industrial maintenance experience, to be determined by the JMTC. If the JMTC is not able to come to an agreement, the **Director** of Maintenance, **or designee**, will make the final decision.

The Company will pay 85% of the tuition and book costs for employees electing to take the **Maintenance** Student classes on their own time **and receive** a passing grade. Once the employees have received a certificate of successful completion of the program, they will be reimbursed the remaining 15% of the tuition and book costs. Employees will be eligible to bid **on** future maintenance openings.

Prior to hiring new employees **from outside the Company** into the **Mine or Surface** Maintenance Departments, bids will be posted with the current hiring criteria. **Employees who have completed the Maintenance Excellence Certificate Program or an equivalent certified technical program from an accredited college will be eligible to bid on open maintenance positions in the Mine or Surface Maintenance Departments, even if they have not completed the one (1) year experience requirement. If awarded a Maintenance Student bid, these employees will be directly placed into the department in which the position was awarded.**

Current maintenance employees may volunteer to participate in the Maintenance Excellence Certificate Program administered by WWCC. To participate in this program, individuals will have to take the skills assessment administered by WWCC. Skills identified as needing further development will be any section(s) of the assessment that cannot be passed with a score of 75% or higher. It is the Company’s intent to set aside up to 5,000 hours per year for the purpose of training sessions to address skill development for existing maintenance employees.

C. Responsibilities of Maintenance Students

Maintenance Students acknowledge that they have voluntarily agreed to abide by the provisions established under the program, and further agree to meet responsibilities listed below:

- To develop safe work habits and exercise such behavior as to assure personal safety and the safety of others.
- To perform diligently and faithfully the work and duties assigned to them.
- To keep accurate records of their hours worked, skills obtained, and courses completed to be reviewed and approved by the JMTC.

- To attend the related instruction provided in the program and satisfactorily complete the subjects with the grades referred to below. The student should attend all scheduled classroom training. Missing more than three (3) days in a 12-month period will be reason for review by the JMTC and may result in termination of their involvement in the program. Classroom attendance will also apply toward the Company's attendance policy.

D. Terms of the Certificate Programs

Genesis Alkali LLC will pay for all school tuition, books, and other fees at Western Wyoming Community College. If the student decides to leave the Company within two (2) years of completing either program, the employee will be responsible for reimbursing the pro-rated amount of tuition.

1. The Maintenance Student shall complete a two (2) year program of approximately one-year prescribed classroom/laboratory study, and one-year on-the-job training, as approved by the JMTC (with advisement from WWCC). The curriculum design will be specific to either the Surface or the Mine and mechanical or electrical, depending on which bid the student was awarded. **For mechanical maintenance students, an employee who passes the ALEKS placement assessment test with a cutoff score of 30, or its future equivalent, will not be required to take an entry-level math course in conjunction with the program.** The student will maintain a B (3.0) GPA (grade point average) each semester. The Maintenance Student will be required to authorize WWCC to release grades and attendance records after each grading period, to the JMTC. **Following the completion of the classroom/laboratory study portion of the program, the on-the-job training portion must be completed in the department and discipline (electrical or mechanical) in which the bid was awarded.** Satisfactory demonstration of on-the-job skills will be reviewed with the student after the completion of each semester.

The Maintenance Student will be compensated as Class "C" Maintenance (Surface) **if they are in the surface program** or **Class "C" (Mine) if they are in the mine program** for the two-year training period. Successful completion of the program (which includes a final assessment) will allow each student to achieve the next higher rate classification.

Formal training will normally take place during the dayshift. If there are no available day classes at WWCC, this training shall take place during the evening hours. Students will be placed on alternate work schedules to accommodate evening classes, if possible.

It is understood that new hires and multi-skilled employees (see Appendix B, Special Advancement Procedures) may test or present equivalent credentials and experience, and place into a higher maintenance classification.

Each Maintenance Student shall be subject to a three (3) month probation period at the beginning of their training and may be removed from the program at any time during this period at the sole discretion of the Company.

Vacation schedules for personnel in this program must be adjusted to the vacation times at the school. Employees in training will not be included in the normal vacation selection procedure and will be considered additions to the number of employees permitted on vacation.

The Maintenance Student must participate in this program on a continuing basis until completed. Upon successful completion of the program, a certificate will be awarded, and the Maintenance Student is expected to perform as a mechanic or electrician in the Mine or Surface Maintenance Department.

The Maintenance Student must be willing to enter into the program with the understanding that upon completion and qualification from the two (2) year program, the employee may not bid out of the maintenance department for 48 months.

2. Maintenance employees participating in the Maintenance Excellence Certificate Program shall complete the applicable section(s) of the program, which includes prescribed classroom/laboratory study and/or plant courses approved by the JMTC (with advisement from WWCC). They will have to maintain a B (3.0) GPA (grade point average) each semester. The employees will be required to authorize WWCC to release grades after each grading period, to the JMTC, when taking any WWCC program courses. Less than satisfactory performance may result in removal from the program.

At the conclusion of the required classes, the participating employees must pass the applicable section(s). The certificate will be awarded when a 75% or higher score is achieved in all sections.

The participating maintenance employees must be willing to enter into the program with the understanding that upon completion of the certificate program, the employee may not bid out of the maintenance department for 24 months. Participation or non-participation in the certificate program will not have any effect on the maintenance employees' classification.

E. Transportation

Employees pursuing these training programs will provide their own transportation to classes at WWCC and for any alternate work schedules not covered by the current bussing schedules. Anyone living outside of a radius of 25 miles from WWCC will be paid ten (\$10) dollars per day of travel.

F. Maintenance Students Filling Permanent Maintenance Department Vacancies

Maintenance students will be considered available for assignment into permanent maintenance vacancies once they have completed and passed their WWCC classroom curriculum.

For example, assume the Company bids for one (1) surface mechanical maintenance student and five (5) mine mechanical maintenance students. A surface mechanic elects to retire, and all the students are in the WWCC classroom curriculum portion of the program, and none are available for assignment. The Company could choose to wait until the surface maintenance student becomes available at which time they would be assigned into the surface vacancy.

If a vacancy occurs in the Mine or Surface Maintenance Department, the vacancy will be filled with the senior available maintenance student from the department which has the vacancy (mine or surface).

If there are more vacancies than there are available maintenance students in either the Mine or Surface Maintenance Department, the available maintenance student from the affected area will be assigned to one (1) vacancy and any other vacancies will first be posted for bid to allow senior mine maintenance personnel to bid to the surface or senior surface maintenance personnel to bid to the mine. Once the bidding has been completed, if vacancies still exist, the junior available maintenance student from the other maintenance department (mine or surface) will be assigned to the remaining opening(s) if there are no volunteers from the available maintenance students.

For example, assume the Company bids one (1) surface mechanical maintenance student and five (5) mine mechanical maintenance students and all six (6) have successfully completed the schooling and are now available. In this example, three (3) surface mechanics suddenly decide to retire. The vacancies would be filled as follows: The one (1) surface available maintenance student would be assigned into one (1) of the three (3) vacancies. The Company would then post for bid two (2) surface maintenance vacancies to be filled by mine maintenance personnel. If only one (1) miner bids to the surface, the third and last vacancy would be filled from a volunteer within the mine maintenance student group, or the junior mine maintenance student would be assigned permanently to the surface maintenance department. A surface maintenance student will not be forced to the mine and a mine maintenance student will not be forced to the surface until the vacancy is first bid. If there are no eligible bidders, then the maintenance student could be forced.

If a maintenance student bid is posted and the employee bidding on the position has already completed the Maintenance Excellence Certificate Program or an equivalent certified technical program from an accredited college, they will immediately be

assigned to the appropriate maintenance department based on the bid (mine or surface) as a Class “C” maintenance student and will be available to be slotted into future maintenance vacancies. If the employee has already completed one-year of industrial maintenance experience, they will be placed into maintenance at the Class “B” rate.

SURFACE MAINTENANCE PROGRESSION PROGRAM

The purpose of this program is to provide a systematic method of progression for surface maintenance employees based on years of maintenance experience and maintenance skills and abilities.

A. PROGRESSION CHART

Maintenance “AA” (Electronics qualified)

Maintenance “A”

Maintenance “B”

Maintenance “C”

B. QUALIFICATION REQUIREMENTS

1. Maintenance “AA”

Successful completion of **approximately** six (6) months **of an** electronics **shop training program** with satisfactory test scores and **demonstrated job function capabilities**.

2. Maintenance “A”

A minimum of one and a half years of experience at “B” class.

Satisfactory performance on the qualification tests for Maintenance “A”.

3. Maintenance “B”

Satisfactory completion of the Maintenance Excellence Certificate Program or equivalent **or have a minimum of one year of experience at “C” class, and satisfactorily perform on the qualification tests for Maintenance “B”.**

Employees who fail to qualify for Maintenance “B” rate after three (3) years will be notified that they will be removed from the Maintenance Department. They will then be given three (3) months to bid as a yard person. If they are not successful in obtaining a bid, they will be placed in the yard crew.

4. Maintenance “C”

Meet the qualification criteria outlined in the Maintenance Excellence **Certificate Program or hold a Maintenance Degree or approved Certification from an accredited college or have at least three (3) years of verifiable relevant industrial experience without a Maintenance Degree or approved Certification.**

C. **PROCEDURE**

1. All openings in Surface Maintenance as determined by the Company shall first be posted as Maintenance “C” jobs in accordance with the Facility job bidding procedure. If there are no successful bidders the Company reserves the right to fill the openings with new hires who meet the minimum qualifications for Maintenance “C” or “B”.
2. Employees bidding to Surface Maintenance as provided in Section XVII of the Labor Agreement must be physically capable of meeting all essential functions of surface maintenance job requirements with or without accommodation.
3. Mine mechanical and electrical maintenance employees who bid to open maintenance positions on the surface, will retain their equivalent surface maintenance rate and will be tested within 45 days from the date of transfer to determine training needs. At the end of one year, they will be re-tested to determine their classification based on test results. All other employees bidding into the surface maintenance department including employees hired direct to the department, will follow the normal skills and qualifications testing requirements for entry and progression within the system and as described in Sections B and C of the maintenance progression program.
4. Maintenance “B’s” who are absent from work over 30 days will have their progress time extended by the number of days over 30 that they are absent before taking their next qualification test. Vacations and two-week reserve military training periods will not be considered in computing these absences.
5. Employees who complete their experience requirements for Maintenance “A” will, if available, be tested within ten (10) working days excluding vacations and two-week military training periods. If they pass the test, their rate of pay effective date will be the date they complete their experience requirements. If they are not available for testing within the ten (10) working days or do not pass their first test, they will receive Maintenance “A” rate effective the date they pass the test. Maintenance employees will be permitted to test for advancement on a quarterly basis.
6. Maintenance “B” and “C” employees are not considered helpers but will perform all work assignments to the best of their individual abilities as requested. In general,

an effort will be made to follow a reasonable sequence from easier to more difficult work. The individual experiences and proficiencies of each employee will be considered in making work assignments.

7. The following shall apply to Surface Maintenance Electrical Group employees:
 - a. Instrument and Electronics qualified employees will perform all assigned work in lower classifications.
 - b. Selection of candidates for Instrumentation and Electronics training will be based on the Seniority of those individuals who pass an **administered pre-test**.
 - c. The Company shall develop the assessment criteria for skills and capability demonstration and review with the Union Executive Committee for the purpose of constructive criticism. The Review Board (comprised of the Maintenance Director or designee and the individual's Supervisor) will at approximately **one (1) month into the on-the-job training (OJT) portion of the program**, review with the individual and a Shop Steward their progress toward qualification and provide counsel on those areas that may need special attention. If Instrument and Electronics employees do not successfully demonstrate skill and capability at the end of the six (6) month probationary period, they will be returned to their **previous bid position**.
8. **Employees who do not pass the qualification tests for the next higher rate classification will be provided feedback on their performance results. On-the-job training will be provided during the employees' regular work schedule. College and/or other training courses may also be offered to employees on a volunteer basis at no cost.**

SURFACE PLANT MECHANIC (BIDDING AND ASSIGNMENTS)

A. PLANT MECHANIC

Maintenance employees assigned to a rotating shift shall have the job title of Plant Mechanic. The minimum qualifications for the Plant Mechanic's job are: (1) An electrical or mechanical Class "A" or "B" maintenance qualification and, (2) A minimum of two years of Genesis Alkali LLC service in the Surface Maintenance Department. Employees must have these minimum qualifications in order to be eligible for a Plant Mechanic job through the bidding procedure or assignment. Employees who work the Plant Mechanic job shall receive the Class "A" Maintenance pay rate during the Plant Mechanic assignment even though they may only have a Class "B" qualification.

The Company shall determine the number of employees with Mechanical or Electrical qualifications to be assigned to each shift.

Plant Mechanics may be assigned to work independently or together and shall perform both electrical and mechanical work assignments, to the best of their ability. As provided in Section XIII OVERTIME, Plant Mechanics will be eligible for hold-over overtime. Plant Mechanics who have been working a job during their normal scheduled hours will be given first choice if overtime on the job is necessary at the end of their normal work schedule. This applies even though the Plant Mechanic may be performing work normally performed by employees in another overtime group.

Mechanics who have been assigned lubricating duties on a specific crew, may choose to return to their former crew and lubricator assignment once they have completed their seniority rotation as a surface shift mechanic. If the lubricator chooses to return to their former crew and lubricator assignment, they will replace the mechanic who rotated off the shift mechanic assignment onto the crew, which the lubricator originally came from. Normally, the affected mechanic will fill the opening on the crew from which the lubricator's shift mechanic relief came from. If the lubricator chooses not to return to their former crew in the lubricator assignment, they will be placed on the crew that their shift mechanic relief came from.

B. Bidding Procedures

In the event an opening develops for a Plant Mechanic's job, the job will be posted under the normal job bidding procedures as defined in Section XVII, 2 (Job Posting and Awarding) stating the qualifications required. All qualified Maintenance employees shall have the right to bid for the job.

Plant Mechanic assignments awarded to a successful qualified bidder will be for either six (6) months at the appropriate maintenance rate, or for one (1) year. It is recognized that the Plant Mechanic position is unique. Over time, the position requires greater independent judgment, increased self-direction and job responsibility, and enhanced utilization of maintenance skills and capabilities. Therefore, in addition to the appropriate Maintenance pay rate, the successful one-year bidder shall receive \$.45 per hour.

At the conclusion of an uninterrupted one (1) year bid assignment, the Plant Mechanic may request to be transferred to a Maintenance Crew and the job shall be posted for bid.

However, should the Plant Mechanic commit to at least two years they will receive an additional \$.90 per hour in addition to the appropriate Maintenance rate.

At the conclusion of the second-year bid assignment the Plant Mechanic may request to be transferred to a Maintenance crew and the job posted for bid. Should the employee wish to continue the Plant Mechanic assignment beyond the second year, the employee will continue to receive \$.90 per hour until such time as they request to vacate the position.

C. Assignments

If there are no qualified bidders for the Plant Mechanic job, the Company shall assign the junior qualified Maintenance employee to the job as described below:

Plant Mechanics who have completed their last bid award or six (6) months by assignment to a Plant Mechanic's job, may request to be transferred to a Maintenance crew and the job shall be posted for bid. If there are no qualified bidders for the posted Plant Mechanic job, the junior qualified Maintenance employee who has not completed a minimum of a six (6) month assignment as a Plant Mechanic since January 1, 1974, shall be assigned to the job for a period of six (6) months. Employees so assigned will receive the appropriate Maintenance pay rate. (In determining whether employees have met the six (6) month assignment requirement, the parties agree that a Plant Mechanic assignment, either mechanical or electrical, will be considered as having met the progression requirement. An employee who has met the assignment requirement will not be subject to reassignment as a Plant Mechanic, provided such assignment does not precede a break in seniority as outlined in Section XVIII.)

At the time of involuntary assignment, the employee may opt to commit to a one (1) year Plant Mechanic assignment. If this is done at the time of the initial assignment, the employee shall receive \$.45 per hour in addition to the appropriate Maintenance pay rate. At the completion of a six (6) month involuntary assignment, the employee may commit to an additional one (1) year assignment, for that period the employee will receive \$.45 per hour in addition to the appropriate Maintenance pay rate. In either case, at the conclusion of an uninterrupted one (1) year committed assignment, the Plant Mechanic may request to be transferred to a Maintenance Crew or commit to a second one (1) year assignment and receive \$.90 per hour in addition to the appropriate Maintenance pay rate. An employee that commits at any time to one or more years assignment will receive the appropriate adder.

Employees who have entered either the Surface Electronics or Mechanical Training programs will be exempted from filling this obligation until the training program is completed. These employees will slot back into the Plant Mechanic rotation in the same sequence they would have been had they not taken the course. This may mean they are assigned as a Plant Mechanic more than six (6) months in a twelve-month period. In the event all qualified employees have completed one six (6) month Plant Mechanics assignment, the cycle will be repeated with the junior qualified employee being assigned to a second six (6) month Plant Mechanic assignment and so on. Employees with ten (10) years or more service, who have completed at least one Plant Mechanic assignment of six (6) or more consecutive months, will be exempt from assignment to the Plant Mechanic job, provided there are enough junior qualified employees to fill the Plant Mechanic requirements in such a manner that no employee is required to perform more than one six (6) month Plant Mechanic assignment in any twelve (12) month period.

In the event there are not enough junior qualified employees to staff the Plant Mechanic requirements so that no employee is required to perform the Plant Mechanic assignment more than six (6) months of any twelve (12) month period, qualified employees with ten (10) years or more seniority will be assigned to the job on the basis of seniority.

D. Plant Mechanics – Relief Assignments

Employees must have the minimum qualifications of: (1) An electrical or mechanical Class “A” or “B” Maintenance qualification as required and (2) a minimum of two years of service in the Surface Maintenance Department in order to be assigned to a Plant Mechanic relief assignment.

Short Duration Relief Assignments

Notwithstanding Section XVI 3.I. of the current Labor Agreement, relief assignments of fourteen (14) calendar days or less will be as follows:

Assignments will be made from a pool of twelve (12) maintenance employees with the minimum qualifications of Class “B” electrical maintenance and two (2) years of Genesis Alkali LLC service in the Surface Maintenance Department will provide short term relief for the Plant Mechanics (Electrical) on a rotating turn basis. A pool of twelve (12) maintenance employees with the minimum qualifications of Class “B” mechanical maintenance and two (2) years of Genesis Alkali LLC service in the Surface Maintenance Department will provide short term relief for the Plant Mechanics (Mechanical) on a rotating turn basis.

Each pool will be selected from the most junior qualified Mechanics currently in Surface Maintenance. Qualified volunteers will be considered in place of junior Mechanics.

A turn will be for the duration of the short-term vacancy. A turn must be for at least four (4) consecutive shifts. A vacancy of less than four days if required will be covered using overtime provided by the plant mechanics based on the preferred shift worker overtime language in Section XIII, Subsection 4C 1c. Should the preferred overtime shift be turned down it will be offered to the other plant Electrician or Mechanic on the same shift. If all plant mechanics decline the overtime, the overtime will be offered to the short duration relief pool under provisions defined in Section XIII, Overtime of the Contract.

Relief assignments will be made for the duration of the period that the normal Plant Mechanic is unavailable.

Maintenance employees with mechanical qualifications will relieve Plant Mechanics with mechanical qualifications and Maintenance employees with electrical qualifications will relieve Plant Mechanics with electrical qualifications. Separate short duration relief lists will be maintained for the Electrical and Mechanical groups.

Employees shall receive the appropriate Maintenance rate during such short duration relief assignments.

It is understood that time spent working a Short Duration Relief Assignment does not count toward meeting the six (6) consecutive month minimum Plant Mechanic assignment.

Short Duration Relief Volunteers

The Company reserves the right to approve or disapprove requests from volunteers.

Only the relief who is replaced by a volunteer will be given credit for the time spent on shift by the volunteer.

Volunteers must accept the assignment for the entire duration of the period.

Extended Duration Relief Assignment

Notwithstanding Section XVI 3.I. of the current Labor Agreement, relief assignments of more than fourteen (14) calendar days will be made as follows:

1. Assignment will be made from the list of qualified employees in C above.
2. Relief assignments for vacancies of Plant Mechanics will be made for the duration of the period an individual is unavailable (not forced beyond six (6) months). Upon return, the Plant Mechanic will be assigned their normal schedule. Extended Duration Relief Assignments will count toward meeting the six (6) consecutive month minimum Plant Mechanic assignments. A subsequent involuntary assignment to a six (6) month Plant Mechanic assignment as provided in C above will be shortened by the length of time covered by an Extended Duration Relief Assignment. At the conclusion of the relief assignment, the reliefs may request to be returned to their maintenance crew.
3. Employees shall receive the appropriate Maintenance rate during such Extended Duration Relief Assignments.

Volunteers for Extended Relief Assignments

The Company reserves the right to approve or disapprove requests from volunteers.

The volunteer must accept the assignment for the shorter of either:

- a. The duration of the assignment, or,
- b. six months.

The amount of time spent on shift will be determined from the time the volunteer begins the shift assignment.

Only the employee being replaced will be given credit for time spent on shift by the volunteer.

SELECTION OF SURFACE MAINTENANCE EMPLOYEES FOR ADDITIONAL TRAINING

The purpose of this procedure is to provide a method by which surface maintenance employees may be selected for additional training for preferred jobs in the Surface Maintenance Department. This procedure shall apply only in the event the Company elects to train Surface Maintenance employees for Bid Picker Operators, Tool Room Attendant, Reliability Specialist, Electronic Shop, Shop Machine Operator, Mobile Mechanics, Machine Shop work, Main Shop pump repair work or operation of mobile equipment. It is understood that "Machine Shop Work" is defined as fabrication and layout work to include blueprint reading, welding, operation of the bending machine, metal roller and ironworker as well as sheet metal work. "Shop Machine Operator" is defined as milling machine, drill press, and lathe work. Operation of mobile equipment as it applies to this procedure shall apply only to training on the Front-End Loader, Hydraulic Cranes (excluding Cherry Pickers), Lattice Boom Crane, Motor Grader, and Excavators, which are currently assigned to and operated by the Surface Maintenance Department. Additional equipment that may be purchased in the future may also be added to the above-mentioned group of equipment by the Company. The procedure does not, however, limit the Company's right to purchase and assign mobile equipment to the other departments.

A. SELECTION OF CANDIDATES

1. In the event the Company elects to train Surface Maintenance employees on one of the jobs listed above, a notice will be posted under normal job bidding procedures as defined in Section XVII, 2 (Job Posting and Awarding) indicating the job or jobs on which training will be made available and the qualifications employees must have to receive the training.
2. Only Class "A" and "B" Surface Maintenance employees with mechanical qualifications* will be eligible to bid for training in mobile (heavy) equipment operation.
3. Only Class "A" or "B" Surface Maintenance employees with a mechanical qualification* will be eligible to bid for training in mobile mechanics, shop machine operator, machine shop work and main shop pump repair.
4. Only Class "A" or "B" Surface Maintenance employees with mechanical qualifications* will be eligible to bid for training in Diesel Mobile Mechanics. Successful bidders must have:
 - (A) a certificate of satisfactory completion of a two (2) year accredited diesel mechanics school and a minimum of one (1) year related work experience or
 - (B) two (2) years Diesel related work experience. Successful bidders will also be required to pass the diesel qualifications test with a minimum score of 85%.

5. Only Class “A” or “B” Surface Maintenance employees will be eligible to bid for training as Tool Room Attendant, Cherry Picker Operator and Reliability Specialist.
6. Candidates for additional training must be able to perform the essential functions of the job and may be required to take a physical, at the Company’s option.
7. Candidates for additional training will be given tests to determine aptitude for the job or jobs posted.
8. Trainees will be selected on the basis of Facility seniority from those candidates who meet or exceed the established minimum test scores and medical requirements.
9. Only **current Class “A” Surface Maintenance Electricians** will be eligible to bid for training in the Electronics Shop Electrician position.

Once a vacancy occurs in the electronics shop, the position will be posted for bid. Only “AA” Surface Maintenance Electricians will be eligible to bid on the position.

B. PAY RATES

Class “B” Surface Maintenance employees will continue to receive the Class “B” rate while receiving additional training until the experience and test requirements for Class “A”, as outlined in the Surface Maintenance Progression Program have been met, with one exception. Employees who are assigned to the Tool Room Attendant job will receive Class “A” maintenance rate.

C. WORK ASSIGNMENTS

Maintenance employees in training will complete, to the best of their ability and experience, any work assignment. Trainees may be given work assignments alone and without supervision. No trainee will, however, be assigned a job alone that, because of lack of training would endanger their safety or the safety of other employees or equipment. In all cases, a trainee’s job performance will be judged according to the training and experience they have received.

Overtime work assignments during and after the training period will be as provided in the Surface Maintenance Overtime Procedure outlined in Appendix “B” of the current Labor Agreement. Trainees may be allowed to perform the job on which they are being trained, on overtime, under the following conditions:

1. To complete or continue a job to which the trainees have been assigned and on which they are working at the end of their normal work schedule.

2. If, in the supervisor's opinion, the trainees are capable of performing the work involved.

D. MOBILE EQUIPMENT OPERATOR PROGRESS TEST

Company designated progress tests will be given eighteen (18) months after employees have been selected for mobile equipment operation training. In the event employees fail to pass a progress test, the affected employees will be retested in three (3) months. If any employees fail the second test, they will be removed from training and will not be eligible to bid for training in mobile equipment operation at any time in the future.

E. COMPLETION OF TRAINING

1. Trainees for instrumentation, mobile mechanics, shop machine operator, machine shop work, main shop pump repair and Tool Room Attendant job will be required to pass Company designated tests eighteen (18) months after they are selected for training. Employees who do not meet or exceed the established minimum scores on the first test will be retested in three (3) months. If any employees fail to pass the second test, they will be removed from training. Any employee who is removed from training in this manner will not be eligible to bid for additional training for the same job.
2. Trainees for mobile equipment operator jobs will be required to pass Company designated qualification tests thirty-six (36) months after they are selected for training. Employees who do not meet or exceed the established minimum scores on the qualification tests will be retested in three (3) months. If any employees fail to pass their second qualification tests, they will be removed from training and will not be eligible to bid for training in mobile equipment operation at any time in the future.

F. GENERAL PROVISIONS

1. In the event any employees go to a Plant Mechanics job, by assignment or through the bidding procedure, the Company shall have the option of discontinuing their training and completing it at a later date.
2. The selection of maintenance employees for additional training does not limit the Company's right to assign them to any maintenance job or crew for which the Company feels the employees are qualified either during training or after training is completed.
3. Shop crew assignments to jobs other than Tool Room Attendant, mobile mechanics, shop machine operator, main shop pump repair and machine shop work, will continue to be made by the Company. Welding and other general maintenance jobs, which may be performed in the maintenance shop by the shop crew will not be posted and will continue to be staffed by assignment.

4. It is also agreed the employees who hold an additional qualification, such as mobile mechanic, mobile equipment operator, etc., will not be eligible to bid for additional training. The bid Cherry Picker operator position will be exempt from this provision. Employees who are in training for one job, such as shop machine operator, mobile equipment operator, etc., will also be ineligible to bid for additional training.
5. This procedure does not limit the Company's right to hire qualified maintenance employees as provided in the Surface Maintenance Progression Program Appendix "B" of the Labor Agreement.
6. The Company will pay up to two days wages per three-year (3) period for re-certification requirements for journeyman electricians.

MINE MAINTENANCE PROGRESSION AND JOB ASSIGNMENT PROGRAM

The purpose of the program is to define qualifications and experience requirements for Mine Maintenance "A", "B", and "C" classifications and job assignments within the Mine Maintenance Department.

I. QUALIFICATION REQUIREMENTS FOR MINE MAINTENANCE "C"

Meet the qualifications criteria outlined in the Maintenance Excellence Certificate Program or hold a Maintenance Degree or approved Certification from an accredited college or have at least three (3) years of verifiable relevant industrial experience without a Maintenance Degree or approved Certification.

II. QUALIFICATION REQUIREMENTS FOR MINE MAINTENANCE "B"

Employees must satisfactorily complete the Maintenance Excellence Certificate Program or equivalent **or have a minimum of one year of experience at "C" class, and satisfactorily perform on the qualification tests for Maintenance "B".**

Employees bidding into the Mine Maintenance Department who meet the qualifications of "B" class and satisfactorily perform on the qualification tests for Maintenance "B" will be placed at the Class "B" Mine Maintenance rate.

Employees who fail to qualify for Maintenance "B" rate after three (3) years will be notified that they will be removed from the Maintenance Department. They will then be given three (3) months to bid as a Utility Helper. If they are not successful in obtaining a bid, they will be placed in the Utility Helper position.

III. QUALIFICATION REQUIREMENTS FOR MINE MAINTENANCE "A"

- A. A minimum of one and a half years of experience at "B" class.

- B. Satisfactory performance on the qualification tests for Maintenance “A”.**
- C. Employees who have completed a six (6) month assignment as Mine Shift Mechanic will receive the Mine Maintenance “A” job classification upon satisfactory performance on the qualification test for Maintenance “A”.**
- D. Employees already in the progression system who do not pass the qualification test to go from “B” to “A” will continue in the “B” Classification and may be retested in six months.**
- E. Any dispute arising regarding the interpretation or application of Sections I, II, and III of this Maintenance Line of Progression shall be subject to the grievance procedure. The Company further agrees to review all qualification tests with the Union Executive Committee for the purpose of constructive criticism. These tests will, however, be prepared by the Company and will be the property of the Company. Employees who do not pass the qualification tests for the next higher rate classification will be provided feedback on their performance results. On-the-job training will be provided during the employees’ regular work schedule. College and/or other training courses may also be offered to employees on a volunteer basis at no cost.**

IV. MINE MAINTENANCE INTRA-DEPARTMENTAL JOB ASSIGNMENTS

- A. Mine Maintenance Shift Mechanic Assignments**
 - 1. The minimum qualifications and/or experience requirement for Shift Mechanic job assignments are defined below:**
 - a. A certificate of successful completion from the Maintenance Excellence Program or one (1) year mine maintenance experience. In either case, in order to be qualified, employees must have completed a minimum of six (6) months training on the preventive maintenance crew of each of the mining methods.**
 - b. Classification as “A” or “B” mine mechanic.**
 - 2. Shift Mechanic job assignments will be for a minimum period of one (1) year.**
 - 3. Employees who have been in a Mine Shift Mechanic job for a period of one (1) year will not be taken off the job if they wish to remain in the job.**
 - 4. Shift Mechanic assignments will be filled through the normal bidding process as defined in Section XVII (Job Bidding and Awarding) and the senior qualified bidder off the PM crews will be awarded the bid. If there are no qualified bidders the junior qualified PM crew employee will fill the vacancy.**

5. All employees assigned to the Shift Mechanic job will receive the Mine Maintenance “A” pay rate. Mine Shift Electricians and Belt Control Electricians will receive the Mine Maintenance “A” pay rate once training requirements are met.

B. Grease Jeep Assignments

1. Job vacancies for “Grease Jeep” jobs will be posted under the normal job bidding procedures as defined in Section XVII, **part 2** (Job Posting and Awarding). Only **Class “A” or Class “B” Mine Maintenance Mechanic** employees will be eligible to bid on posted Grease Jeep jobs. In the event there are no qualified bidders for the posted vacancy, the junior **Class “B” Mine Maintenance Mechanic** employee will be assigned to the job.
 - a. After employees have been in the Grease Jeep job for six (6) months, by assignment, they may request that the job be reposted for bid.
 - b. If employees have been in the Grease Jeep job for six (6) months by assignment, and request that the job be reposted and there are no qualified bidders, the junior maintenance employee will be assigned to the Grease Jeep job.
 - c. Employees who bid and are awarded Grease Jeep jobs may request that their job be reposted for bid after they have completed six (6) months in the job providing they have the qualifications, or they have satisfactorily completed the Maintenance Excellence Program.
 - d. Employees will receive the **Class “A” Maintenance (Mine)** rate during the time they are working the Grease Jeep job.

C. Shop Crew Assignments

1. Shop jobs where the vacancy occurs will be posted under the normal job bidding procedures as defined in Section XVII, 2 (Job Posting and Awarding). Only Mine Maintenance employees will be eligible to bid on posted shop jobs. Mine Maintenance employees who meet the job qualification requirements and are interested in the job must submit a bid in writing to the Mine Maintenance Clerk within the four (4) calendar day posting period.
 - a. Shop jobs will be awarded to the most Senior Mine Maintenance Department employee who meets the following minimum qualification requirements for the following job assignments:

1. Welding – The successful bidder will pass a practical welding test.
2. Mechanical Maintenance – The successful bidder will be the senior qualified Mine Maintenance Department employee.
3. Diesel Maintenance – The successful bidder will pass a written diesel test.
4. Electrical Maintenance – The successful bidder will have a certification of satisfactory completion from the Maintenance Excellence Certificate Program or equivalent with emphasis on electrical and instrumentation.
 - a. Employees assigned to shop jobs will be given not more than thirty (30) working days to satisfactorily perform the job. If any employees fail to satisfactorily perform the job, they will be returned to their former position as provided in Section XVII.5.
5. Mine Surface Auto Shop Technician – Must be able to successfully pass a written diesel test.

MINE VENTILATION CREW

Employees in the Mine Department with a minimum of one (1) year experience working underground in Genesis Alkali LLC's Green River trona mine will be eligible to bid for posted Class "A" Ventilation jobs. Successful bidders will be physically capable of meeting all ventilation job requirements and have the ability to learn and understand the total mine ventilation system. Such employees must become fully qualified in building seals, stoppings, doors, overcasts and using the foam gun. Any employees who fail to meet these qualification requirements at any time during the first year of the bid assignment will be returned to the Utility Helper job classification and will not be eligible to bid on any future posted ventilation jobs. Employees on the Mine Ventilation Crew can be temporarily assigned from shaft to shaft as needed.

MINE BELT SERVICES GROUP

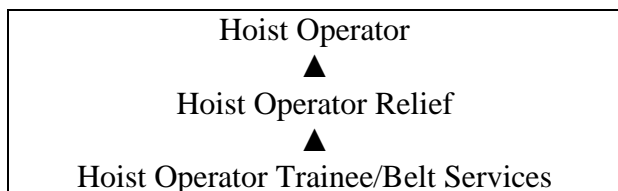
Employees in the Mine Department with a minimum of one (1) year experience working underground in Genesis Alkali LLC's trona mine will be eligible to bid for posted Belt Technician "A" jobs within the Mine Belt Services Group. Successful bidders will be physically capable of meeting all Belt Services job requirements and have the ability to learn and understand the total Mine Belt System. If there are no bidders in the Mine Department with one (1) year of experience working in Genesis Alkali LLC trona mine, Plant employees with a minimum of one (1) year of underground experience at Genesis Alkali LLC will be eligible to bid on posted Belt Technician "A" positions within the Mine Belt Services Group, with the award preference going to Mine

Department employees who meet the qualification requirements. In the event there are no eligible bidders for a posted Belt Technician “A” position from the Mine or Plant Departments with one (1) year of underground experience, the award preference will then go to the senior bidder in the Mine Department. Vacancies for Shaft Repair Technician, Roof Bolter, Front End Loader Operator, Shaft Attendant, Pump Technician, Surface Services Front End Loader, Core Driller, Core Driller Helper, Continuous Miner Operator, and Shuttle Car Operator will be awarded to the senior employee from the Mine Belt Services Group that bids the job. Employees in the Mine Belt Services Group can be temporarily assigned from shaft to shaft as needed.

HOIST OPERATOR PROGRESSION PROGRAM

The purpose of this section is to provide a systematic method of selection, training and job assignment that will maintain an appropriate level of experience and proficiency, which will result in the safe operation of the Mine’s Hoists.

Hoist Operator Progression Chart



This program is subject to the following provisions:

A. Bidding Procedure

For bidding purposes, the Hoist Operator Progression Program will have one entry-level job. As the need arises to train a Hoist Operator, a bid will be posted for Hoist Operator Trainee/Belt Services. Employees in the Mine Department with a minimum of one-year underground experience in Genesis Alkali LLC’s Trona Mine will be eligible to bid on this entry level position. Employees bidding to this progression program must pass the regular Hoist Operator medical examination.

B. Training and Qualification

New Hoist Operator Trainee/Belt Services employees will be provided up to 60 working days of training within a one hundred twenty (120) working day period upon entry to the program. The parties recognize that when possible the following training sequence will provide the best training for new progression program employees.

The first training segment should consist of Hoist Training at Shafts #5, #7 and #8 and Granger. The second segment should include training at #4 Hoist consisting of operation with and without ore. The final training segment would include training at #2 Hoist. The parties recognize that individual learning capabilities or Mine

requirements may slightly alter the amount of training time necessary to insure proper qualification and safe operation of the hoist. Proper skill building is the key to safe operation of the hoisting system, therefore, a fully qualified Hoist Operator as well as a Services Supervisor will be involved in the administration of the practical hands-on testing at the end of the training program. The responsibility to ultimately resolve questions of employee qualification, however, will remain with Mine Services Supervision. Anyone deemed unqualified will be returned to their previously bid job without loss of seniority or bidding rights. However, they will not be allowed to bid on Hoist Operator Trainee/Belt Services jobs in the future.

Both parties recognize the need to maintain the Safety and integrity of the Mine Hoisting Systems and the importance of periodic re-familiarization with the hoisting equipment at the various shafts. Recognizing that there are limited opportunities for retraining on some hoisting equipment, the parties have agreed to a goal of re-familiarization on all hoisting equipment on an annual basis. This may necessitate, on occasion, that work schedules and/or assignments be altered to facilitate such retraining.

C. Bidding out of the Progression Program

Employees in the Hoist Operator Progression Program will be allowed to bid out of the Hoist Operator Progression Program if they have been in the program for a period of two (2) years. Employees who bid out of the progression will not be eligible to bid back in the Hoist Operator Progression Program for one (1) year. A maximum of one employee per calendar year will be allowed to bid out of the Hoist Operator Progression Program.

D. General

1. Hoist Operator Relief and Trainees may be assigned to Services when not providing relief or training on the hoist.
2. Hoist Operator trainees who are successful in meeting all qualification requirements will progress to Hoist Operator Relief and Hoist Operator vacancies in order of their Trainee Seniority as vacancies occur.
3. When a Hoist Operator vacancy occurs, Hoist Operator assigned to another shaft may request reassignment to the shaft where the vacancy occurs. Such reassignment will be based on Facility Seniority and qualifications. This will be considered a permanent assignment.
4. Hoist relief assignments will first go to qualified Hoist Operator Relief. Selection of relief assignments will be made on the basis of Facility seniority and will be for the duration of the specific vacancy. If the Hoist Operator Reliefs are fully utilized in relief assignments, then qualified Hoist Operator Trainees will be utilized for subsequent assignments for the duration of the specific vacancy.

5. See APPENDIX A JOB CLASSIFICATION for Hoist Operator and Hoist Operator Trainee/Relief pay rates.

CAUSTIC/CRYSTAL RECOVERY DEPARTMENT

Recognizing the importance of Safety, productivity and product quality in the operation of the Caustic, Crystal Recovery and Solution Mining Areas, the following represents the current understanding and agreement between the Company and the Union regarding the structuring of the Caustic/Crystal Recovery Department.

QUALIFICATION REQUIREMENTS AND PROCEDURES

A. Special Bidding Requirements

Kiln/Caustic Area:

All persons bidding to the “AAA” Kiln/Caustic Control, “A” Kiln / Caustic Helper and “AAA” Utility Relief positions will be required to pass a “Color Detection Test”.

B. Job Description and Qualification

1. Kiln/Caustic/Crystal Recovery Area:

“A” Dissolver/Wellfield Operator – Includes operation and control of the Caustic slaker, solution mine, and crystal recovery melter.

“A” Kiln/Caustic Helper Operator – Includes operation of the Kiln and Caustic evaporators. The “A” Kiln / Caustic Helper Operator will have to qualify on the “AAA” Kiln / Caustic Control job. Once the operator has qualified on both the “AAA” and “A” jobs, the operator will attain the “AA” rate.

The “A” Kiln/Caustic Helper Operators will attain the “AA” rate when they have qualified on the Kiln / Caustic Control position, the Kiln/Caustic Helper position and are willing to operate any of these positions on an as needed basis. If the Dissolver/Well Field position is operated, they will be required to train and qualify on this position in order to retain the “AA” rate. Operators who attain the “AA” classification will be required to bid at that classification.

“AAA” Kiln/Caustic Control Operator – Includes operation of the kiln and caustic evaporators. Operators will be required to maintain qualifications on the Kiln/Caustic Helper position. Bids to this position will be first limited to employees qualified on the Kiln/Caustic Helper position. Cross bids from within the area will be accepted. If no qualified bids are received, then the bid will be open to Plant-wide bidding. The successful bidder, however, will be required to first qualify on the Kiln/Caustic Helper position.

“AAA” Utility Relief Operator – This position requires qualifying and relieving on all jobs in the Caustic/ Crystal Recovery Department.

“A” Caustic Loading Operator – This position requires loading/unloading and inspecting caustic railcars/trucks and washing of rail cars.

2. Crystal Recovery Area:

“AA” Crystal Recovery Area Attendant – Includes operation and support of the dredge, melter, and shore equipment. Includes performing minor maintenance work associated with the setup, operation, and winterization of equipment. The position can be seasonal, and assignments may be made, when determined by the Company, to any Plant or Mine Department on seniority and qualifications.

SPECIAL ADVANCEMENT PROCEDURES

Maintenance and Operations Multi-Skilling

It is mutually recognized and expressly agreed that it is in the best interest of the company and employees to assure flexibility and efficiency in the safe completion of work covered by this agreement. It is the Company’s intent to maintain a system that would allow employees to become diversified and to function more effectively while increasing their overall skills and value to the company.

Surface or Mine Operations personnel may test for upgrade to the advanced level and associated compensation of Operator/ Advanced within their current department.

Mine maintenance employees may test for additional compensation as Mine Mechanic/Advanced.

Employees qualifying for entry in their chosen multi-skill advanced level shall be compensated and evaluated as follows:

A. Surface and Mine Operator/Advanced

Compensation includes a pay adder of \$.40/hour under normal upgrade provisions. Operators/Advanced will be used to perform maintenance work on an as needed basis during their normal shift, while maintaining their primary job duties. Operators/Advanced may be teamed in support of bid mechanics to perform larger maintenance jobs. Operators may continue to do minor equipment maintenance in support of continuing operations. Basic skill requirements for Operator/Advanced include safe working knowledge of:

- Basic maintenance hand tools.
- Air impact wrench, porta-powers, electric hand drills.

- Pipe cutting and threading machine.
- Oxygen/Acetylene cutting torch operation.
- Basic rigging for small load applications (small motors, reducers, etc.).
- Pipe and hose make-up/replacement.

Use of equipment beyond this list will be evaluated on a case-by-case basis by the maintenance department and JMTC.

The Operator/Advanced candidates must pass the maintenance qualification test at 70% or higher and must demonstrate hands-on performance by completing a performance test to be determined by the maintenance department and the JMTC.

An employee with the Operator/Advanced designation who bids off a crew will retain the rate and continue to perform all functions within their skill level, as long as they are in an operating position that allows the use of the skills. Operators/Advanced will not be eligible for maintenance overtime.

B. Mine Mechanic/Advanced

Compensation includes a pay adder of \$.40/hour under normal upgrade provisions. Mechanic must be tested and qualified on a specific piece of underground operating equipment prior to receiving the adder.

C. Operator/Advanced (with other qualifications)

Employees with advanced maintenance qualifications (e.g. electrical, welding) will be evaluated by the JMTC on an individual basis to determine qualification.

No employee will be involuntarily laid off as a direct result of the maintenance excellence certificate program, or maintenance and operations multi-skilling program. It is the Company's objective to utilize employees made available by the launching of these programs for maintenance backlog reduction and capital work, subject to the provisions of Section XXVI, paragraph 7.

Relief Operator/Utility Helper – Mine Preferred schedule

Jobs will be filled through normal bidding procedures. Employees assigned to this job must, within six months of the assignment, qualify on all jobs in the respective area of the bid. In miner areas, employees must qualify on shuttle car, roof bolter and applicable miners. In a Longwall area, employees must qualify on all Longwall positions. If employees fail to qualify on the jobs specified, they shall be entitled to return to their former position without loss of seniority, but must wait for a period of three (3) months before again applying for a job vacancy requiring the same or similar qualifications. When employees become qualified on all jobs in the respective area as specified above, their job classification rate will be advanced

from Utility Helper to Relief Operator at the highest rate in the area. Relief Operator/Utility Helpers, when assigned to a specific crew, will fill in where a crew vacancy occurs as a result of absences of three (3) days or more.

“AAA” Utility Relief Operator – Plant

Utility Relief Operator jobs will be filled through normal bidding procedures. Employees assigned to these jobs, must within six months of the assignment, qualify on three (3) jobs as specified below by management. If such employees fail to qualify in the specified jobs, they shall be entitled to return to their former position without loss of seniority, but must wait for a period of three (3) months before again applying for a job vacancy requiring the same or similar qualifications. If such employees fail to qualify on additional jobs, as required, beyond six (6) months of initial job training they may be disqualified and reassigned to the Yard Crew at Yard Crew wages.

- A.** Mono “AAA” Utility Relief – Bid operators are required to qualify on all Mono Process area jobs.
 - a.** Employees in the Utility Relief position must have four (4) years tenure in that position to be considered an eligible bidder for cross-bidding.
 - b.** Employees will advance to “ZA” pay rate upon qualifying on all of the Mono jobs.
- B.** Sesqui “AAA” Utility Relief – Bid operators are required to qualify on eight (8) jobs at the company’s discretion in the Sesqui Process area but will only include one (1) control room (crusher control room or CCR).
 - a.** Employees in the Utility Relief position must have four (4) years tenure in that position to be considered an eligible bidder for cross-bidding.
 - b.** Employees will advance to “ZA” pay rate upon qualifying on eight (8) of the Sesqui jobs.
- C.** Shipping “B” Relief – Advance to “AA” when qualified on all shipping jobs.

MINE AND PLANT

With regard to bidding and bumping rights, all employees will bid and bump at their current permanent pay rate.

REFINED ASH CONTROL ROOM CONSOLIDATION

A Refined Ash operating crew will consist of a “ZA” Operator and four functional area operators:

Crystallizer, Calciner, Hi-Temp and Baby Sesqui.

“ZA” Operator – Must qualify and remain qualified on Calciners, Crystallizer and Hi-Temp. To bid to this position a person must be qualified on at least 2 functional areas. The remaining functional areas must be learned within 30 days and the ZA qualification satisfied within an additional 60 days.

Crystallizer Operator – Responsible for the entire cooling water system and the entire mother liquor system for the Crystallizers. Functional area will extend from the cooling tower to T-52 and T-49 slurry tanks.

Calciner Operator – Responsible for the slurry pumps from T-49 and T-52 through the centrifuges and R-2, R-6, R-5, and all the light ash conveying equipment.

Hi-Temp Operator – Responsible for the area which includes R-13, R-15, R-9, and all of the dense ash conveying system. Running samples and the lake water system will also be included.

Baby Sesqui Operator – Responsible for all the equipment associated with Baby Sesqui.

GENERAL

1. Jobs will be posted by functional area as “A” class.
2. All operators must qualify and remain qualified on their bid position and one additional refined ash functional area. Selection of the jobs for additional training will be at Management’s discretion based upon present and anticipated needs. Job postings will include both the primary and secondary jobs on which the successful bidder will be required to qualify. Successful bidders will be trained on their primary job first, unless they are within one (1) week of qualifying on their secondary job or there are extenuating business circumstances, i.e., Baby Sesqui is down for a period of time.
3. Except as specified in the ZA position, all functional area bids will be subject to the standard bidding procedure.
4. Training on additional functional areas by those wishing to advance to the appropriate pay grade can be done utilizing the relief or other qualified operators provided the following conditions are satisfied:
 - a. In the opinion of the crew coordinator and crew Safety Committeeman the operator wishing to train has the experience and/or plant knowledge to safely perform the duties required for this position.
 - b. Training on additional jobs will be at the discretion of the crew coordinator based on present and future needs.

5. Operators who qualify on and remain qualified on three functional areas and the ZA position or four functional \ 15 areas (Crystallizers, Calciners, Hi-Temp, and Baby Sesqui), will receive “AA” pay.
6. To remain qualified on a functional area, operators must work in each functional area once per year.
7. C Class Operator – *Cleanup Operator – Sesqui: This position will be a position that offers upgrade to higher pay level, B, based upon the operator becoming qualified on the Guzzler, Loader, Forklift and Skid Loader.

PREP AREA JOB REQUIREMENTS

Employees assigned to the Prep Area will be required to qualify and remain qualified on their bid position and one additional Prep area job. The additional job to be trained on will be determined by Management based upon present and anticipated needs. Job postings will include both the primary and secondary jobs on which the successful bidder will be required to qualify. Successful bidders will be trained on their primary job first, unless they are within one (1) week of qualifying on their secondary job or there are extenuating business circumstances i.e., Baby Sesqui is down for a period of time.

The Sesqui Prep Area consists of the following jobs: Stockpile A, Crusher A, Dissolver B, Crusher AA, Pumphouse A and Filter AA.

ELDM SPECIAL BIDDING – JOB REQUIREMENTS

Bids to the ELDM Control Room Operator position will be first awarded to operators qualified on the ELDM Plant Operator position. If no qualified bids are received, then the bid will be open to Plant-wide bidding. The successful bidder, however, will be required to first qualify on the ELDM Plant Operator position.

MONO – SPECIAL BIDDING – JOB REQUIREMENTS

Bids to the MONO South Control Operator position will be first awarded to operators qualified on the MONO South Control Helper position. If no qualified bids are received, the bid will be open to Plant-wide bidding. The successful bidder, however, will be required to first qualify on the MONO South Control Helper position.

Bids to the MONO North Control Operator position will be first awarded to operators qualified on the MONO North Control Helper position. If no qualified bids are received, the bid will be open to Plant-wide bidding. The successful bidder, however, will be required to first qualify on the MONO North Control Helper position.

GRANGER OPERATOR JOB CLASSIFICATIONS – JOB REQUIREMENTS

Mill Helper – AA*

This position is responsible for mill unit operations. This position will advance to AAA if qualified on the Mill Control Operator position.

Mill Control Operator – CPO

This position is responsible for controlling the mill unit operations and directing Mill Helper activities. Following the initial staffing of Granger, bids to the Granger Mill Control Operator position will first be awarded to operators qualified on the Granger Mill Helper position. If no qualified bids are received, then the bid will be open to Plant-wide bidding. The successful bidder, in both the initial staffing and subsequent vacancies at Granger, will be required to first qualify on the Granger Mill Helper position.

Water Treater – A*

The Water Treater position will be posted at the A rate. This position is also required to qualify on the Boiler Operator position within six (6) months of being awarded the Water Treater position and will be upgraded to AA once this qualification is complete.

Boiler Operator – AAA

This position is responsible for the operation of the boilers and is also required to qualify on the Water Treater position.

Utility Relief Operator – AAA*

This position will be required to qualify and perform relief duties from the following positions: Mill Helper, Mill Control Operator, Boiler Operator, and Water Treater.

This position requires that employees must, within six (6) months of the assignment, qualify on three (3) jobs as specified by management. If such employees fail to qualify in the specified jobs, they shall be entitled to return to their former position without loss of seniority but must wait for a period of three (3) months before again applying for a job vacancy requiring the same or similar qualifications. If such employees fail to qualify on additional jobs, as required, beyond six (6) months of initial job training, they may be disqualified and reassigned to the Yardperson position and wage rate.

Granger AAA Utility Relief – Bid operators are required to qualify on all Granger Process area jobs.

- a) Employees in the Utility Relief position must have four (4) years tenure in that position to be considered and eligible bidder for cross-bidding.
- b) Employees will advance to ZA pay rate upon qualification on all of the above Granger jobs.

Utility Operator – Granger – AA

This position is required to perform the following duties: soda ash loading, janitor relief, and site cleanup. Employees in this position may also be allowed to qualify on other positions.

Stores Operator – A

Granger operators and maintenance personnel will access materials from the warehouse during the off shift(s). This position will perform the normal duties of a Stores Operator and will be part of the Westvaco Stores overtime group.

Cleanup Operator – B*

Performs the duties of the cleanup operator. Withing six (6) months of assignment will be required to learn plant fire systems and loadout duties, as determined by management, and will advance to A rate upon qualification on these duties.

Miscellaneous:

To be considered a successful bidder for the Boiler Operator, Water Treater, Mill Control Operator, Mill Helper and the Utility Relief Operator position, the bidder must pass the standard administered math test.

THE JOB DESCRIPTIONS CONTAINED HEREIN ARE NOT INTENDED TO BE ALL INCLUSIVE REGARDING THE DUTIES AND RESPONSIBILITIES OF EACH POSITION. THEY ARE INTENDED TO PROVIDE INFORMATION OF A GENERAL NATURE FOR THE BENEFIT AND UNDERSTANDING OF THE EMPLOYEES.

PERFORMANCE GUIDELINES

The following actions and conditions specifically are prohibited, and violations will be addressed through the Positive Performance Process.

- 1.** Use or possession of intoxicants or drugs on Company property, reporting for work under the influence of intoxicants or drugs, or reporting for work in an unfit condition because of the prior use of intoxicants or drugs.
- 2.** Sleeping or laying down on duty or otherwise neglecting the job.
- 3.** Violation of established safety rules including failure to properly report work injuries.
- 4.** Misuse, abuse or unauthorized use of the Company's or other employees' property.
- 5.** Recurrence of industrial accidents due to an employee's carelessness, negligence, or neglect.
- 6.** Committing or abetting theft of the Company's or other employee's property.
- 7.** Excessive absenteeism, tardiness or leaving work before quitting time.
- 8.** Falsification of employment application or work records used in the transaction of Company business.
- 9.** Conduct or language not consistent with recognized order and decency.

10. Insubordination.
11. Careless or inefficient performance of duties, including failure to maintain acceptable standards of workmanship or productivity.
12. Participation in organized gambling, lotteries or conduct of a similar nature.

Plant Emergency Response Team (“PERT”)

PERT members will be required to have both Core and Technical skills delineated below.

- A. PERT Core Skills and Competencies – attained and maintained through regularly scheduled monthly PERT training.
 1. First Aid including CPR and AED use, properly administering oxygen, and collecting pertinent data, e.g., blood pressure and heart rate
 2. Ambulance (at Granger), stretcher, Stair chair, KED (backboard) operation
 3. Insipient Stage firefighting techniques and equipment – extinguishers, hydrants, fire hazard recognition, use of hoses, monitors, lighting, and emergency vehicle operation
 4. Performance of Emergency Response equipment checks, inspection, and maintenance protocols
 5. Post response cleaning, repacking and re-storage of any deployed equipment
 6. Other Training as required to support PERT (e.g., Hazmat)
- B. PERT Technical Rescue Skills and Competencies - These skills require initial training and annual drills which may be scheduled outside scheduled monthly PERT training
 1. Emergency rescue, including but not limited to confined space rescue, elevated heights rescue and water rescue. Rescue personnel must be able to attain medical certification of their ability to safely use self-contained breathing apparatus.
- C. Physical Ability Qualification – Employees in the role of PERT must meet the physical requirements of the job as set forth by 30 CFR Part 49.7. If an employee is unable to perform those functions they will be removed from the PERT and consequently their bid position.

It is agreed upon by the Company that employees in PERT jobs on the effective date of this Agreement will be provided 6 months to meet the physical ability requirements. If after 6 months employee can still not meet the requirements, a volunteer from that employee’s crew can be considered/recruited. Instances where operators (within the same plant) and shift maintenance employees with equivalent job bids within the same plant are agreeable to swapping crews to

assume a PERT role from an individual who is unable to meet the qualifications is acceptable, subject to Company approval. The volunteer must first be approved by the Company and must volunteer for a minimum of 2 years or for the amount of time in their current bid role – whichever is sooner. This volunteer would then become the interim PERT member until there is a new employee in the original bid PERT job at which point PERT would revert back to original job. If no volunteers can be obtained the employee in the bid PERT job will be removed from their bid PERT job and red-circled at their current rate for two years.

The roles and responsibilities contained herein are not intended to be all inclusive regarding the duties and responsibilities of each position. They are intended to provide information of a general nature for the benefit and understanding of the employees. In addition, the Company will determine and set the training schedule for the Plant Emergency Response Teams and modify as the Company deems necessary to maintain team skill sets. PERT positions are subject to random drug testing per the Drug & Alcohol Policy.

The active PERT members will be compensated per the following procedure:

PERT members will be given a \$.60/hr supplement which will be added to their base rate as long as they are active team members.

For bidding purposes, team members will bid based on their bid position rate.

Pay for training purposes will be paid per MOUs 13 and 48.

Attendance at or travel to any voluntary team competition will be paid at the voluntary training rate of straight time.

Overtime required for PERT members will be accounted for separately and not be counted towards the 80/20 overtime equalization.

PERT positions will be determined by the Company.

During the transition period, the minimum team number per crew at Westvaco will be allowed to drop down to 7 members (currently at 9 members) if there are members that cannot fulfill the physical requirements. However, the goal will be to re-establish the target of 9 PERT members for Westvaco. During the transition period, the minimum team number per crew at Granger will be allowed to drop down to 4 members (currently at 5 members) if there are members that cannot fulfill the physical requirements of the job. However, the goal will be to re-establish the target of 5 PERT members for Granger. For the purpose of this agreement, the transition period for each crew will be defined by those employees in PERT roles at the time of this agreement and the duration of their time in that role moving forward. If team minimums at either site (Westvaco or Granger) drop below the minimum of 7 and 4 for Westvaco and Granger, respectively, and there are no approved volunteers, the junior employee who was unable to fulfill the physical ability requirements in the PERT role at each respective site will be removed from their job and red-circled at their current rate for one year. Red-circled operators will be moved to the yard with full

bidding rights and their positions will be re-bid. Red-circled shift maintenance folks will be moved to surface maintenance and their positions will be re-bid.

Henceforth, PERT roles will be bid with an entry and annual requirement to pass physical ability qualifications.

MEMORANDUMS

The following Memos, Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) will be incorporated into the contract: The parties agree to the following disposition of documents and agree that any documents not incorporated into the **2024** Contract or Memorandum book will be considered null and void. This does not include grievance or arbitration settlements.

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MOA #1 – Reduction In Force

MEMORANDUM OF AGREEMENT

Reduction & Restoration Forces

During the 1984 negotiations, the Company and the Union discussed Reduction-in-Force (RIF) procedures. The parties reached a mutual agreement concerning these procedures. Basically, we agree it will work as follows:

1. GENERAL

In most cases the employees laid-off will be the employees with the least seniority. In other words, the “last in - first out” policy applies. The only exceptions are when a junior employee has a specialized job and senior employees do not have requisite skills for that job, or when an employee opts for layoff rather than exercise bumping rights as detailed below. A specialized job would be if, under normal job bidding procedures, the employee could have met bidding restrictions and qualified within 30 days. Therefore, this would be any job that has qualification or skill requirements that would reasonably preclude an employee’s qualification within a 30 day period. Such requirements could include prior qualification on one or more jobs, educational or training requirements, experience requirements, medical restrictions, or satisfactory completion of qualification tests.

2. REDUCTION-IN-FORCE

A Reduction-in-Force involving a layoff will follow the steps outlined below:

- a) The company will determine the classification and the numbers of employees within those classifications to be curtailed.
- b) The employees affected will then be offered their bumping rights as outlined in the reduction in force not involving a layoff procedure. However, no employees will be moved until steps c and d are completed. Affected employees may receive job bids under steps c and d; thereby, canceling their prior bumping selections. Furthermore, their bumping options may be altered as a result of c and d and in such cases they may again exercise their bumping rights.

- c) If employees identified for layoff vacate jobs that must be filled, these jobs will be posted according to regular bidding procedures. However, jobs awarded as a result of the layoff will not count against inter-departmental job bidding limits set forth in Section XV paragraph 7 of the Labor Agreement.
- d) If the layoff results in vacancies at the yardman rate, mine department employees may exercise their seniority to volunteer to fill these vacancies. Conversely, if the layoff results in utility helper vacancies, plant department employees may exercise their seniority to volunteer to fill these vacancies. If an insufficient number of employees volunteer, junior mine department employees may be assigned to yardman vacancies and junior plant department employees may be assigned to utility helper vacancies. Regardless of whether they are voluntary or forced, any such assignments to fill vacancies resulting from a layoff will be considered permanent assignments.

3. RECALL AND RESTORATION RIGHTS

- a) Employees will be recalled to the payroll in the reverse order of their reduction. The only exception would be if the senior employee on layoff is not qualified (see paragraph one for specialized jobs) to perform the job that is vacant.
- b) Employees reduced in force from the mine but recalled to the surface or vice versa may turn down recalls until they are recalled to the location (i.e., mine or surface) from which they were laid off.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

3/19/85

Date

/s/ D. Martin Reese

D. Martin Reese
Employee Relations Manager
FMC Corporation Wyoming
Industrial Chemicals Group
P.O. Box 872
Green River, WY 82935

3/19/85

Date

MOU #2 Shipping Preferred Overtime (new 2/16/1989)

MEMORANDUM OF UNDERSTANDING

This document is intended to clarify the intent of the parties with regard to the language contained in Section XI4C (1) (e) of the current Labor Agreement as it applies to the Shipping Department. The following resolution will apply to “Preferred Overtime” situations only and will have no impact on the established weekend/holiday staffing practices currently observed within the Shipping Department. The following resolution is being entered into with the understanding of the Company and the Union and the commitment of the hourly Shipping Department employees that current levels of productivity and/or efficiency will not decline and may, in fact, be improved as the result of this resolution.

The parties, therefore, agree to the following understanding regarding the administration of “Preferred Overtime” within the Shipping Department.

1. When overtime is required at the end of a regularly scheduled shift to load railcars for shipment, the Low-overtime Bulkloader working that shift on either #5, #6 or #10 track will be offered the “Preferred Overtime”.
2. When overtime is required at the end of a regularly scheduled shift to prepare and relocate railcars loaded for shipment as described in 1 above, the Trackmobile Operator, Trackmobile Helper and Car Cleaner working the job at the end of the shift will be given first choice for the overtime.
3. If the individuals listed in Numbers 1 and 2 above refuse the overtime, the Company will ask qualified low-overtime employees as provided under the “Other Overtime” provisions of the current Labor Agreement.
4. It is understood and agreed that if all available qualified employees refuse such overtime, the Company will have the right to force the low-overtime qualified employee(s) to work such necessary overtime.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Site Human Resources Director
FMC Corporation Wyoming
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MOA #3 Movement Without a Layoff (new 1/28/1994)

MEMORANDUM OF AGREEMENT

Personnel Movement Not Involving a Layoff

Section XVI (C) of the Labor Agreement states the following: “In the event of a reduction in force or change in force not involving a layoff, employees shall be moved in the reverse order of their seniority downward through the applicable rate classification as outlined below . . .”

For the purpose of the bumping procedure, the departments and plants shall be defined as Plant, Mine, Surface Utility, Laboratory, Mine Maintenance and Surface Maintenance. Also, the Plant shall have the following areas: Sesqui, Mono, ELDM, Bicarb, Caustic Crystal Recovery, Stores, and Shipping.

For temporary reductions of force of 120 days or less, the Company shall have the option of assigning employees to yardman or utility helper provided their bid rate classification is maintained. The Company will notify the Union in writing in advance of initiating such temporary reduction. During this 120-day period, employees will have automatic recall rights to their previously held job unless they successfully bid to another job.

GENERAL INFORMATION / PROCEDURAL GUIDELINES

- When a particular job is being eliminated, and it is the only job in the area at that rate classification (ex. the “ZA” job in Caustic), the person holding that job (given he has the seniority) has the right to bump the junior person in the next lowest rate classification. Example: The ‘ZA’ operator in Caustic could bump the junior ‘AAA’ employee in the area, or the junior ‘AA’ if there are not ‘AAA’ employees.
- In the event that an individual is the most junior employee in his classification, he may replace the most junior employee in the next lower rate classification.

The affected employees will be given three days in which to review their potential options. Those individuals will then be expected to exercise their choice when their turn is called. The bumping process will begin with the most senior of the displaced workers.

- Employees, within each job classification, will be given the option to “defer” their choice/decision. This will continue until it gets down to the junior employee who must exercise his choice.
- When several employees are being displaced, the bumping process is carried out completely with those individuals and then the process begins again with the employees who have been bumped.
- For bumping purposes, employees will be classified according to the permanent wage rate they receive, in accordance with Appendix A of the Labor Agreement. Example: “B/A” Relief Operators—if an employee has qualified on enough jobs to receive ‘A’ class wages, he/she will be classified as an ‘A’ class employee for the bumping process. The Bicarb area currently has a variable pay system in which the operators are eligible for an “adder” to their hourly rate. However, for the purposes of the bumping procedure, Bicarb operators will be considered according to their bidded job/permanent wage rate.





- Affected employees will be allowed to carry their job tenure with them, for job bidding purposes only.
- Once an employee has made their decision regarding the bumping options, that move will be final. The contractual clause regarding the ability to change one's mind within the first five days on the job does not apply in this case.
- Affected employees will be required to comply with the "requirements to qualify on the job" as outlined in Section XVI of the Labor Agreement, with the following change. If an individual fails to qualify within the required number of days, they will be assigned to the Yard Crew, without rate retention.

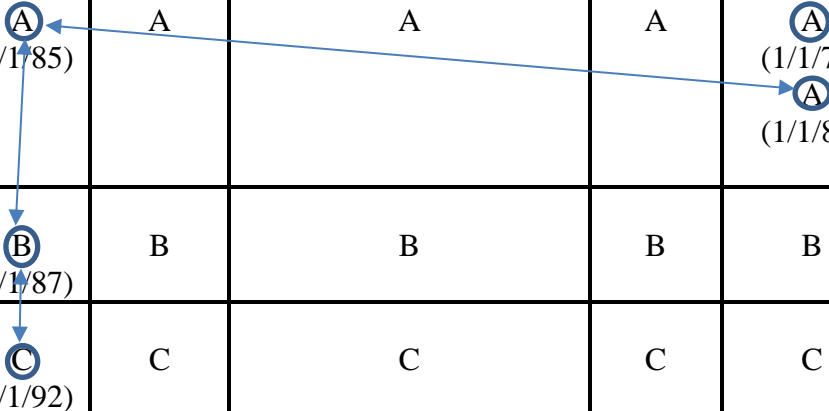
The following examples have been prepared to clarify how the procedure works when employees are moved in the reverse order of their seniority.

PLANT DEPARTMENT — Example I

This example assumes that an "A" rated job classification has been eliminated in the Shipping area of the Plant Department.

PLANT DEPARTMENT AREAS

| Sesqui | Mono | ELDM | Bicarb | Caustic Crystal Recovery | Stores | Shipping |
|---------------------|------|---|--------|--------------------------|--------|---|
| Oper. A (1/1/85) | A |  | A | A | A |  |
| Oper. B (1/1/89) | B |  | B | B | B | B |
| Oper. C (1/1/91) | C |  | C | C | C | C |



YARDMAN

The employee whose job has been eliminated in Shipping has the following options (based on his seniority): (1) Replace the junior "A" rated employee, if any, in Shipping; (2) Replace the junior "A" rated employee, if any, wherever he might be in the Plant Department; or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the displaced employee chooses to bump the junior "A" rated employee within the Shipping area, then that employee, having the seniority, shall have the following options: (1) Bump the junior employee in the next lower rated classification (i.e., "B") in his area, if any; (2) Bump the junior "A", if any, in the Plant Department; or (3) Elect to go to the Yard Crew.

In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the junior “A” employee in Shipping chooses to bump the junior “A” in the department (ELDM area) then that employee, having the seniority, shall then have the following options: (1) Replace the junior “B” rated employee in his area; (2) Replace the junior “B” rated employee in the department (Sesqui area); or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the junior “A” in the department (ELDM area) chooses to bump the junior “B” in the ELDM area, then that employee, having the seniority, shall have the following options: (1) Replace the junior “B”, if any, in the department; (2) Replace the junior “C” rated employee in his area (ELDM); or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the junior “B” in the ELDM area bumps the junior “B” in the Plant Department (Sesqui area) then that employee, having the seniority, shall have the following options: (1) Replace the junior “C” rated employee, if any, in his area (Sesqui area); (2) Replace the junior “C” rated employee, if any, in the Plant Department; or (3) Elect to go to the Yard Crew.

Assuming the junior “B” in the Plant Department (Sesqui area) bumps the junior “C” in his area, then that employee, having the seniority, shall have the following options: (1) Replace the junior “C” in the Plant Department; or (2) Elect to go to the Yard Crew.

In this example, the junior “C” in the Plant Department elected to go to the Yard Crew.

PLANT DEPARTMENT — Example II

This example assumes that four “A” rated jobs have been eliminated in the Caustic Crystal Recovery area of the Plant Department.

The most senior employee whose job has been eliminated in Caustic has the following options (based on his seniority): (1) Bump the most junior “A” rated employee, if any, in Caustic Crystal Recovery; (2) Bump the most junior “A” rated employee, if any, wherever he might be in the Plant Department; or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the most senior employee chooses to bump the junior “A” rated employee in Caustic, the second most senior displaced employee has the following options: (1) Bump the next most junior “A” rated employee, if any, in Caustic Crystal Recovery; (2) Bump the most junior “A” rated employee, if any, wherever he might be in the Plant Department; or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

Assuming the second most senior employee chooses to bump the most junior “A” rated employee in Caustic Crystal Recovery, the third most senior displaced employee has the same options as mentioned in the paragraph above.

Assuming the third most senior employee chooses to bump the most junior “A” rated employee in the Plant Department, the fourth most senior employee of those who were bumped has the following options (based on his seniority): (1) Bump the most junior “B” rated employee, if any, in Caustic Crystal Recovery; (2) Bump the next most junior “A” rated employee, if any, wherever he might be in the Plant Department; or (3) Elect to go to the Yard Crew. In the event that this individual is the most junior employee in his classification, he may, having the seniority, replace the most junior employee in the next lower rate classification.

This example assumes that the fourth most senior employee chooses to bump the most junior “A” rated employee in the Plant Department.

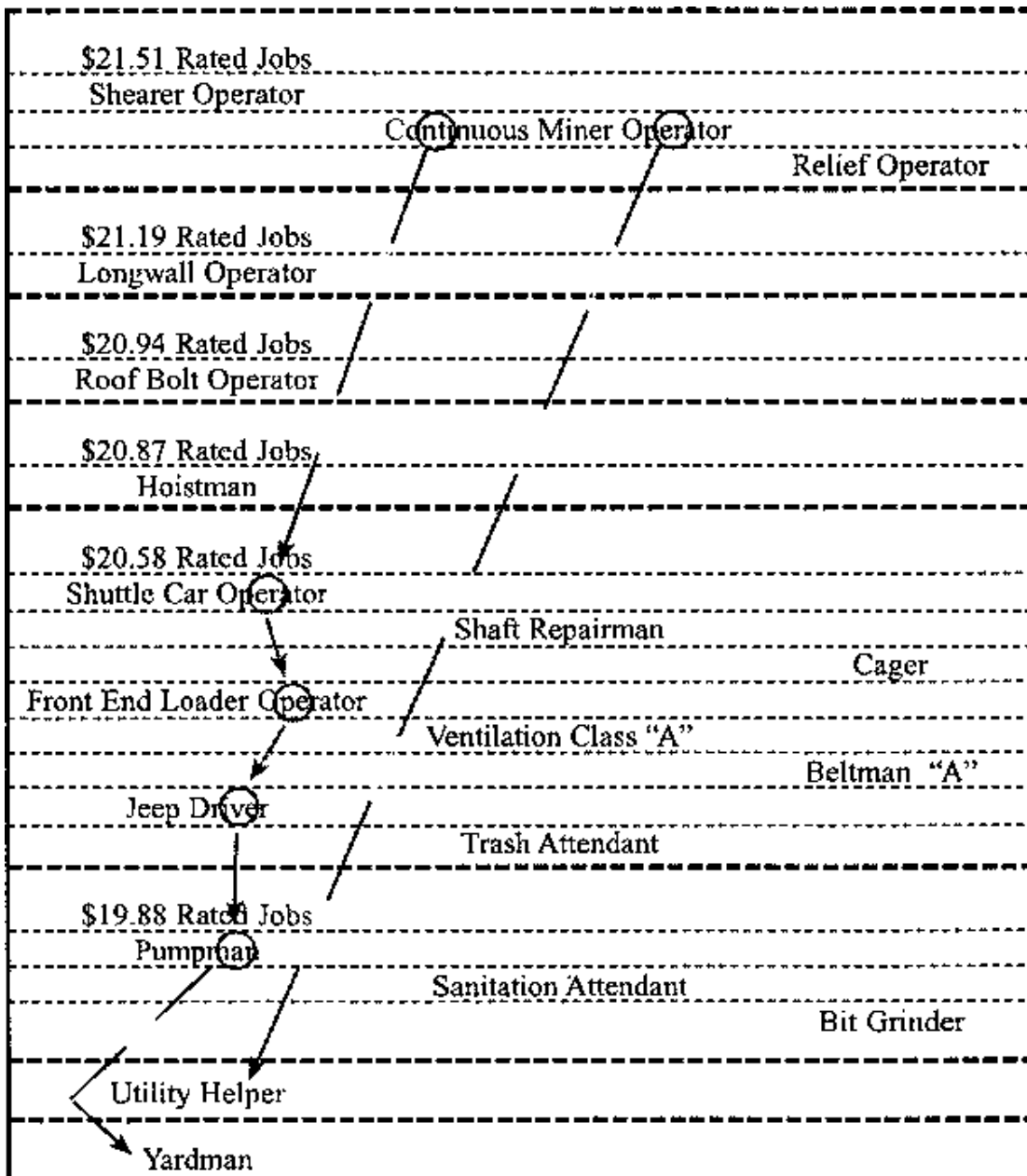
MINE DEPARTMENT

The following examples of personnel movement pertain to the mine. The procedure recognizes that there are no areas in the mine such as defined on the surface and because of this difference the options available vary from the surface.

MINE DEPARTMENT— Example I

This example assumes that two Continuous Miner Operators are no longer needed.

MINE DEPARTMENT



The junior Continuous Miner Operators have the following options: (1) Replace the junior rated employee, if any, in his rate classification; (2) Return to their last bid job if their seniority allows; or (3) Go directly to Utility Helper, or if there is an excess of Utility Helpers, directly

to Yardman. If one of the employees is the junior employee in his rate classification, he can go to the next lowest rate classification.

In this example, one of the junior Continuous Miner Operators chose to go directly to Utility Helper.

The other Continuous Miner Operator, having the seniority, chose to return to his last bid job or Shuttle Car Operator. The junior Shuttle Car Operator then had the following options: (1) Replace the junior \$21.19 rated employee, if any; (2) Return to his last bid job based on his seniority; or (3) Go directly to Utility Helper or Yardman. In this example, he chose his last bid job of Front-End Loader Operator. If the employee is the junior employee in his rate classification, he can go to the next lowest rate classification.

The junior Front-End Loader, having the same options, and the seniority, chose his last bid job of Jeep Driver.

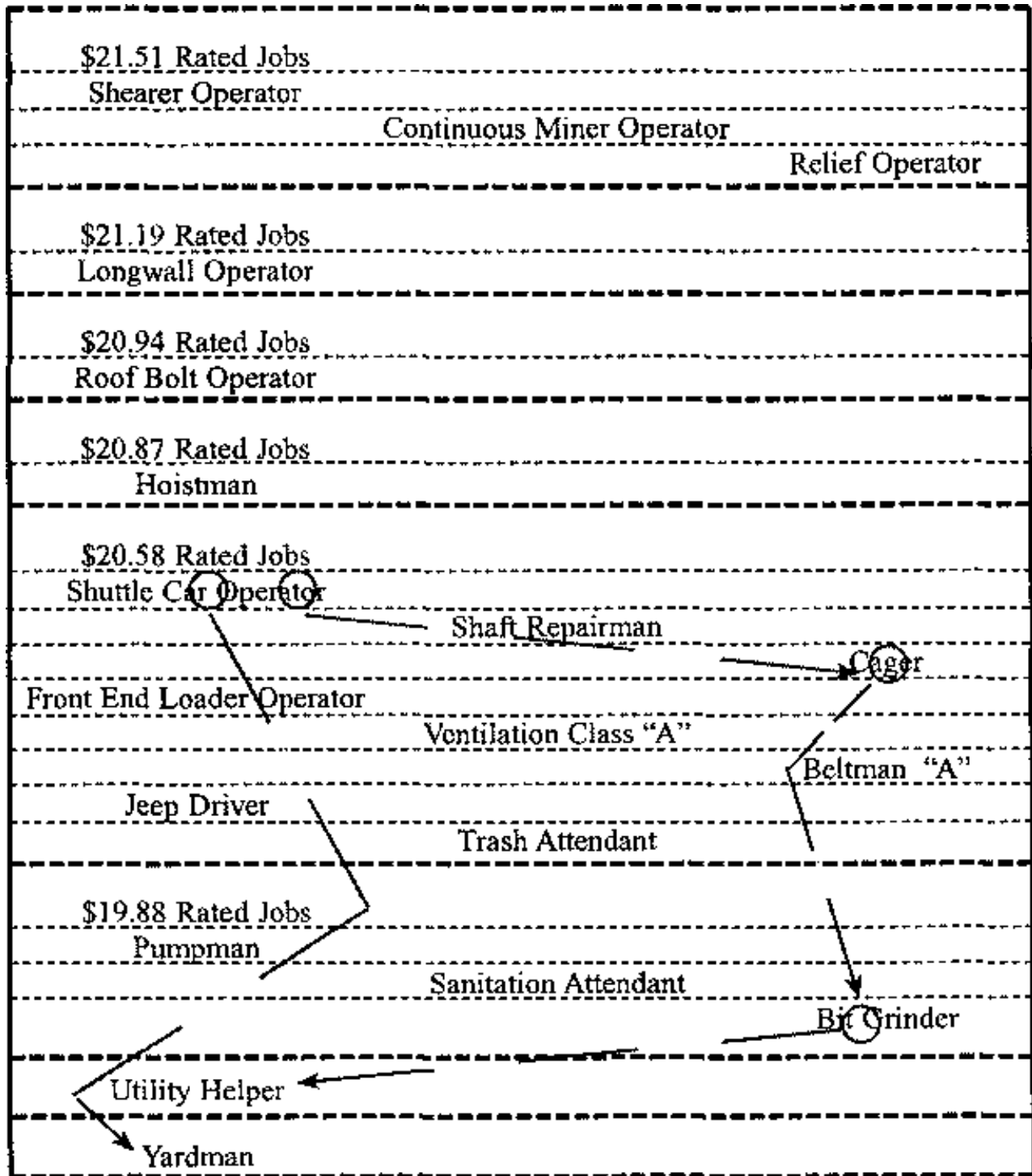
The junior Jeep Driver, having the seniority, chose to replace the junior \$19.88 rated employee (Pumpman).

The junior Pumpman, because there was an excess of Utility Helpers, had his option of either the Utility Helper job or Yardman. In this example, he chose Yardman.

MINE DEPARTMENT— Example II

This example assumes that two Shuttle Car Operators are no longer needed.

MINE DEPARTMENT



Because of this change, there will be an excess of Utility Helpers in the Mine and one of the affected junior Shuttle Car Operators chose to go directly to Yardman.

The other affected Shuttle Operator's last bid job was Hoistman, but because he was not senior to anyone in the Hoistman classification he could not return to the job. Having the seniority, he chose to replace the junior \$20.58 rated employee (Cager).

The junior Cager, having the seniority, chose to replace the junior \$19.88 rated employee (Bit Grinder).

The junior Bit Grinder did not have the seniority to return to his last bid job of Pumpman and reduced to Utility Helper.

Job Changes

Job changes shall be handled in the following manner:

1. If two jobs of equal rate are combined into one job at the same rate, the affected employees may exercise their seniority for the new combined job. If a higher rated job is combined with a lower rated job, and the new combined job is then upgraded, seniority will prevail.
2. If two jobs of equal rate are combined into one job at a higher rate, the procedure outlined above shall be followed with the employees assigned to the new combined job being upgraded with the job to the higher rate. If the job is not filled in this manner, it will be posted for bid.
3. If a higher rated job is combined with a lower rated job, the employees on the higher rated job shall, in the order of their seniority, be retained. If the job is not filled in this manner, it will be posted for bid.
4. If a significant change in job content develops warranting a higher classification for the job, the incumbent employee shall be upgraded with the job.

Red-Circle Rates

In the event an employee is moved to a lower rated classification due to a reduction in force or a change in force not involving a layoff, it is agreed to provide temporary red-circle rates for those affected in accordance with the following conditions:

1. To be eligible for the red-circle rate, an employee must have one continuous year or more of seniority in a classification rate higher than the one to which he is reduced, and he must be reduced to his new classification rate because of a reduction in force or a change in force not involving a layoff.
2. An employee meeting the above requirements shall receive the pay rate of the classification from which he is reduced for a maximum period of six (6) months immediately after he is reduced or until such date as he is permanently assigned to a job which pays a rate that is equal to or higher than his red-circle rate; whichever occurs sooner. An employee reduced to yardman shall forfeit his red-circle rate if he fails to bid the first equal or higher rated job on which he would have been the successful bidder had he bid.

/s/ T Jay Kelso

T Jay Kelso, President
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AFL-CIO-CLC
P.O. Box 1315
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6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MEMORANDUM OF AGREEMENT

The Company and the Union mutually agree to the following:

Surface Maintenance Cherry Picker Operator
(Bidding and Assignments)

A. Cherry Picker Operator

The minimum qualification for the Cherry Picker Operator position are: (1) an electrical or mechanical class "A" or "B" maintenance qualification and (2) a minimum of two (2) years of FMC service in the Surface Maintenance Department. Employees must have these qualifications in order to be eligible for the Cherry Picker position through the bidding procedure or assignment. The pay rate for this job is Class "A," however, class "B" Surface maintenance employees will continue to receive the Class "B" rate until the experience and the test requirements for Class "A" as outlined in the Surface Maintenance Progression Program have been met.

Employees who currently hold bidded preferred jobs in the Surface Maintenance Department will be ineligible to bid to the Cherry Picker Operator position.

The Company shall determine the number of Cherry Picker Operators necessary to effectively provide support services to the Surface Maintenance Department. It is understood, at the present time, the Company's intent is to have two (2) Cherry Picker Operators assigned to a dayshift schedule.

As provided in the Surface Maintenance overtime procedure, Cherry Picker Operators will be eligible for hold-over overtime. Cherry Picker Operators who have been working at a specific job assignment during their normal scheduled hours will be given first choice if overtime on the specific job assignment is necessary at the end of their normal work schedule. This is not intended to restrict normal off-shift or weekend Cherry Picker use by the balance of the Surface Maintenance work force.

B. Bidding Procedure

Vacancies in the Cherry Picker Operator position will be filled with qualified maintenance employees using the process outlined in Section XVII – Job Posting and Awarding.

C. Training and Qualification

An employee bid or assigned to the Cherry Picker Operator position shall be given not more than 30 days (excluding his vacation and/ or illness) to satisfactorily perform the job. It is understood that the individual will receive in-plant training on the operation of the vehicle and rigging. The Cherry Picker Operator will be responsible for daily Preventative Maintenance checks and service on the assigned vehicle. If Cherry Picker work is not required, it is understood that the operator will be assigned work within his reporting crew.

D. Assignments

If there are no qualified bidders for the Cherry Picker Operator position the Company shall assign the junior qualified Maintenance employee to the position as described below:
A Cherry Picker Operator, who has completed one (1) year since his last bid award or assignment to a Cherry Picker position vacancy, may now request to be transferred to their original Maintenance crew and the position shall be re-posted. If there are no qualified bidders for the posted position, the junior qualified Maintenance employee who has not completed a minimum one (1) year assignment as a Cherry Picker Operator shall be assigned to the vacancy. Employees who have entered either the surface electronic or mechanical training program or are currently assigned to a shift mechanic job will be exempted from filling this obligation until the training or shift assignment is completed.

E. Cherry Picker Relief

It is intended that Cherry Picker Operators may receive job assignments at any location throughout the Surface facility. However, it is intended that for reporting purposes Cherry Picker Operators will be assigned to a specific area foreman. At the Company's discretion, relief assignments of qualified employees will be provided from either mechanical or electrical crews. It is understood that the time spent working on relief assignments will not count toward meeting the one (1) consecutive year minimum Cherry Picker position assignment

/s/ T Jay Kelso

T Jay Kelso, President
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6/24/2016

Date

/s/Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

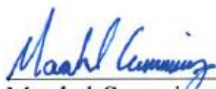
MOU #5 – Job Awarding (revised 07/01/2024)

The purpose of this Memorandum of Understanding is to clarify administration of the bidding procedure when employees prioritize choices for job awards. All contract language and past practices regarding job bidding and awards are unaffected by this Memorandum.

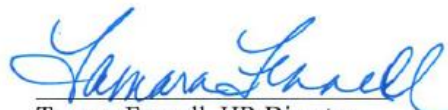
This Memorandum applies if an employee bids on more than one (1) job at the same time and is awarded a job, other than their first preference, for which they are the qualified senior bidder. Such employee's name shall not be bypassed on other job bid award lists for which the employee specified a higher preference if:

1. The job bids are awarded and posted on the same date, and
2. The senior bidders on the higher preference job all turn down their respective job bids within six (6) calendar days of the original job bid award.

This does not change past practice or current Memorandums of Agreement in effect requiring that jobs be rebid after thirty (30) days **from the original posting date**. The intent of this Memorandum is to address this unique set of circumstances and retain all other past practices with regards to job bidding and awards.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOA #6 Personnel Movement Without a Layoff

MEMORANDUM OF AGREEMENT

The Union and Company mutually agree to the changes listed below that apply only to the Memorandum of Agreement signed on January 28, 1994 — Personnel Movement Not Involving a Layoff.

The following is a clarification of the seventh bullet point on page one of the Memorandum of Agreement noted above, General Information/Procedural Guidelines section that reads, “Affected employees will be allowed to carry their job tenure with them, for job bidding purposes only”:

This sentence allows each affected employee to bump into a job and retain tenure, including retaining tenure in the Yard. It does not allow an employee to carry tenure to a job beyond the one into which he or she bumps. The issue that must specifically be addressed is the status of each employee’s tenure if they are bumped into or select to go to the Yard, and are then forced onto a job in accordance with current Contract language. It is the intent of the Union and Company to allow employees in such situations to retain their tenure. This language does not apply to employees who are in the Yard presently or those who go to the Yard in the future for any reason other than through the bumping process in the above-noted Memorandum.

The following paragraph replaces paragraph 2.) of the Red-Circle Rates section:

- 2) Employees meeting the above requirements shall receive the pay rate of the classification from which they are reduced for a maximum of six (6) months immediately after they are reduced or until such date as they are permanently assigned to a job which pays a rate that is equal to or higher than their red-circle rate, whichever occurs sooner.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

10/26/95

Date

/s/ Robert Winningham

Robert D. Winningham
Human Resources Representative
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

10/26/95

Date

MOU #7 Janitor Holiday and Overtime Procedure

MEMORANDUM OF UNDERSTANDING

The Company and the Union mutually recognize that a fair and equitable system must be developed for administering holiday and overtime work for the janitor workforce.

It is, therefore, understood that for the duration of the current Contract, holiday and overtime work within the janitor workforce will be handled as follows:

Holiday Work

If a holiday falls within a normal work schedule for the janitor force and if it is not necessary to cover all positions on the holiday, the most senior qualified volunteer within the area janitor overtime group will work the holiday. If there is not a qualified volunteer from the janitor overtime group then the holiday schedule would be offered to the senior janitor qualified yardman or employee who is currently covering a janitor vacancy. If there is still no volunteer, the senior janitor qualified yardman within the rest of the business area will be offered the holiday schedule. In the event there are no volunteers, the junior janitor who would normally work that day and is qualified on the area to be worked will be scheduled to work.

Overtime

Per Contract language, the janitor workforce is not eligible for preferred overtime. Overtime worked is considered and documented as "Other" overtime. It is also understood that permanent janitors within an area janitor overtime group have first rights to overtime based on their overtime ranking for all work within their normal work areas. A yardman or any employee being assigned to fill a janitor vacancy on a temporary basis remains in his/her normal overtime group and will not have overtime rights within the janitor overtime group. However, if the assignment is projected to be more than 30 days, the employee would be equalized into the janitor overtime group and would have overtime rights within this group. In the event all janitors within an overtime group refuse the offered assignment, the overtime will then be offered to janitor qualified operators within the business area where the janitors normally report; i.e., Mono, Sesqui, Mine Services overtime groups. In the event a forcing situation should occur, the qualified janitor within the janitor overtime group would be forced.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
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P.O. Box 1315
Rock Springs, WY 82902

1/26/96

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
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1/26/96

Date

MOA #10 Forcing Maintenance Overtime

MEMORANDUM OF AGREEMENT

The parties recognize that it may be impractical to secure overtime coverage from the regular overtime list when, at or near the end of the shift, it is found that overtime will be required to make repairs. This situation normally occurs when notice of overtime is given with less than twenty minutes remaining in the regular shift. The Union and Company mutually agree that when this occurs, the procedure that will be followed will be to attempt to secure coverage from the crew in the area. If an insufficient number of employees accept the overtime, the low overtime employees on the crew will be forced to work the overtime.

In most cases, adequate notice is given, and employees on the regular overtime list are contacted to provide coverage. In situations where coverage is not obtained from the overtime list by the end of the shift, the low overtime employees on the list will be forced to work.

/s/ Albert Battisti

Albert Battisti, President
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5/16/96

Date

/s/ Gerald Kersihnik

Gerald Kershisnik
Human Resources Representative
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
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5/21/96

Date

MOA #13 Mine Rescue Training Pay (new 9/29/1997)

MEMORANDUM OF AGREEMENT

In an effort to resolve overtime equalization efforts for mine rescue training, the Union and Company mutually agree to place mine rescue training in the category of voluntary training. As such, all training would be paid at straight time pay. For this reason, for the term of this current contract, the active mine rescue team members will be compensated per the following procedure:

The mine rescue team members will be given a \$.60/hr. supplement which will be added to their base rate as long as they are active team members.

Overtime for training purposes will be paid at normal overtime rates.

Attendance at or travel to any voluntary team competition will be paid at the voluntary training rate of straight time.

Overtime required for mine rescue team members will be accounted for separately and not be counted towards the 80/20 overtime equalization.

Mine rescue positions will be filled on a voluntary basis with selection made by management with input from the team members and will be made on the basis of skill level.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
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P.O. Box 1315
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6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MOU #14 Special Projects Crew

MEMORANDUM OF UNDERSTANDING

Due to an anticipated ongoing need to complete construction projects in the mine, Union and Company representatives met on April 13, 1998, and reached agreement to implement a Special Projects Crew under the following terms:

JOB CLASSIFICATION: The positions on the crew will be bid as “Special Projects Operators”

RATE CLASSIFICATION: “A” Belt Technician Rate (Upgraded when performing duties in higher rated positions)

SCHEDULE: The positions will be bid as a preferred Monday through Friday schedule on rotating shifts. (Employees will assume a 10-hour schedule when assigned into production)

JOB FUNCTIONS: Operate continuous miner, shuttle car, roof bolter, 913, and perform any duties normally associated with special projects, construction, production or belt services.

Based on business need, employees on the Special Projects Crew may be assigned to mine production. Such assignments will be made under the 120-day clause in the Labor Agreement. These assignments may not involve all members of the crew, and in these cases, the junior employees will be assigned unless qualifications dictate otherwise. Also, based on business need, employees from the Special Projects Crew may be assigned to belt services work. Assignments into services may involve single days or extended periods, and assignments into production will not be made for less than a full week. Assignments into production for vacation relief purposes will not be made unless all Utility Helpers and Relief Operator/Utility Helpers are assigned into production vacancies.

Employees on the Special Projects Crew will be included in the Mine Belt Services overtime group. When assigned to production, employees will be equalized into the corresponding overtime group. Employees assigned to belt services will be eligible for preferred overtime assignments.

In the event of a reduction in force not involving a layoff, employees in the Special Projects Crew will be reduced prior to making reductions in the Mine Belt Services group.

In an effort to minimize disruption to production, should more than one employee on a crew be awarded a position on the Special Projects Crew, the Company may delay assignment of employees until such time as training is completed for backfilling.

The Company agrees to communicate with the Union prior to initiating major projects, and the Company will comply with contractual notification requirements.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

4/29/98

Date

/s/ Gerald Kersihnik

Gerald Kershisnik
Human Resources Representative
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

4/29/98

Date

MOU #16 – Mine Services Weekend Phone Procedure (revised 07/01/2024)

MEMORANDUM OF UNDERSTANDING

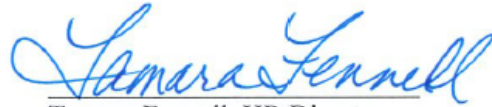
The Union and Company mutually agree to implement weekend overtime sign-up and telephone call-out procedures for employees in the Mine Belt Services Area. Under this system, employees who carry a telephone will be paid \$35.00 per day and \$60.00 per day on a holiday **if the employee is called out on their assigned day(s). If the employee is not called out on their assigned day(s), the weekend phone pay will be \$100.00 per day for normal weekend coverage and \$150.00 per day for the holiday that falls within a three-day holiday weekend in which the phones are carried.** The Union and Company mutually agree that the following guidelines will be used for administration of the telephone call-out system.

- By 8:00 a.m. on Tuesday morning of each week, a sign-up sheet will be posted at the mine. Employees who wish to be considered for weekend overtime must indicate this on the sign-up sheet no later than 12:00 p.m. on Wednesday morning. The telephone call-out procedure will be in effect following the last scheduled services shift on Friday to the beginning of the first scheduled services shift on Monday. Call-outs on holidays adjacent to weekends will also be covered under the telephone call-out procedure.
- Provided employees have not worked sixteen (16) consecutive hours with less than eight (8) hours off, employees who sign up and are assigned a telephone must be available and accept any call to come out to work during the weekend.
- In the event there are more employees signed up for the weekend overtime than are needed, the low overtime volunteers will be assigned telephones.
- If an insufficient number of employees are signed up for the weekend, low overtime employees on the regular overtime list will be forced.
- Employees who sign up for weekend overtime who are not assigned telephones will be called first if additional staffing levels are needed.
- Any employees with fewer overtime hours than employees who are assigned telephones or are signed up for the weekend overtime will not be called unless the sign-up list has been exhausted and will be charged with refused overtime for hours paid to those employees who work.

- The number of employees who will be assigned telephones will be determined by anticipated overtime needs. Initially, five (5) Mine Belt Services employees will be assigned telephones. A minimum of 30 days' notice will be given if adjustments are made to the numbers of employees' assigned telephones. The continuation of the use of the telephone system will be dependent upon satisfactorily meeting business needs, and if modifications to the process are necessary, the parties mutually agree to meet and discuss alternatives.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #17 – Electronics Shop Electrician Trainee (new 2024)

**MOU #17
ELECTRONICS SHOP ELECTRICIAN TRAINEE**

The Company and Union mutually agree to amend MOU #17 (Electronic Shop Electrician Position), that was adopted on 01/04/2000, and replace with the following language.

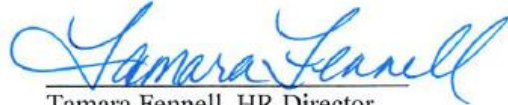
Upon determination by the Company that a business need exists to post for a “AA” Electronics Shop Electrician Trainee, the following will occur:

- A bid will be posted, outlining minimum qualifications.
- Only qualified current Class “A” Surface Maintenance Electricians will be eligible to bid on the position and will be awarded based on seniority.
- Bidders will be required to pass a pre-test prior to being awarded the bid.
- Successful bidder(s) will be required to progress through an electronics shop training program, specified by the Company.
- During the electronics shop training program, successful trainee(s) will be ineligible to bid out.
- Failure to meet requirements of the program will result in the trainee(s) being removed from the electronics shop training program, returned to their former bid position, and will not be eligible to bid on future “AA” Electronics Shop Electrician Trainee bids.
- At the conclusion of the electronics shop training program, successful trainee(s) must be able to demonstrate proficiency in the job functions.
- Successful trainee(s) will maintain their current classification rate of pay until they complete the electronics shop training program and become qualified. Upon becoming qualified, trainee(s) will receive Class “AA” wages and be eligible to support the electronics shop.
- Upon successful completion of the electronics shop training program, the now qualified “AA” Electronics Shop Electrician(s) will commit to remaining in the Surface Maintenance Department for 24 months or pay back the cost of any coursework provided to them during the duration of the program, unless the Company determines otherwise.

When a vacancy occurs in the electronics shop, the position will be posted for bid. Only “AA” Surface Maintenance Electricians will be eligible to bid on the position. If no qualified individual bids on the position, the low-senior qualified “AA” Electronics Shop Electrician will be forced into the vacant position.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC


Date of Signing: 10/21/2024

MEMORANDUM OF UNDERSTANDING

The Union and Company mutually agreed to implement **a system for** weekend overtime sign-up **opportunities** and telephone call-out procedures for employees in the Mine Maintenance Department. Under this system, employees who carry a telephone are paid \$35.00 per day and \$60.00 per day on a holiday **if the employee is called out on their assigned day(s). If the employee is not called out on their assigned day(s), the weekend phone pay will be \$100.00 per day for normal weekend coverage and \$150.00 per day for the holiday that falls within a three-day holiday weekend in which the phones are carried.** The Union and Company mutually agree that the following guidelines will be used for administration of the telephone call-out.

- By 8:00 a.m. on Tuesday morning of each week, a sign-up sheet will be posted at the mine. Employees who wish to be considered for weekend overtime must indicate this on the sign-up sheet no later than 8:00 a.m. on Wednesday morning. The telephone call-out procedure will be in effect after 4:00 p.m. on Friday until 8:00 a.m. on Monday. Call-outs on holidays adjacent to weekends will also be covered under the telephone call-out procedure.
- Provided employees have not worked sixteen (16) consecutive hours with less than eight (8) hours off, employees who sign up and are assigned a telephone must be available and accept any call to come out to work during the weekend.
- In the event there are more employees signed up for the weekend overtime than are needed, the low overtime volunteers will be assigned telephones.
- Employees who sign up for weekend overtime who are not assigned telephones will be called first if additional staffing levels are needed.
- Any employees with fewer overtime hours than employees who are assigned telephones or are signed up for weekend overtime will not be called unless the sign-up list has been exhausted and will be charged with refused overtime for hours paid to those employees who work.

- The number of employees who will be assigned telephones will be determined by anticipated overtime needs. Initially, five (5) Mine Maintenance employees will be assigned telephones. A minimum of 30 days' notice will be given if adjustments are made to the numbers of employees' assigned telephones. The continuation of the use of the telephone system will be dependent upon satisfactorily meeting business needs, and if modifications to the process are necessary, the parties mutually agree to meet and discuss alternatives.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #19 Caustic Loader – 10 Hour Schedule (new 5/10/2000)

MEMORANDUM OF UNDERSTANDING

The Union and Company mutually agree to implement a 10-hour shift schedule for the Caustic/Cyanide Loading Operators. The parties understand that continuation of this schedule is dependent upon availability of 10-hour shift transportation and the ability to meet loading requirements. The schedule will be discontinued at any time if these criteria are not met. The following rules and pay practices will apply to employees on the 10-hour schedule.

Overtime Payment

Overtime payments will be made as outlined below. It is specifically understood that wage payments at the premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payments under any other provision or provisions hereof except as herein specifically provided.

Premium Pay

5. Time and one-half the regular rate shall be paid:

- For all hours worked over forty at straight time in the work week.
- For all hours worked outside the employees' regular schedule except as provided in (2) below.

6. Twice the regular rate shall be paid:

- For all hours worked in excess of twelve (12) consecutive hours during any period of twenty-four (24) hours commencing when the employees begin work or are required to report for work, whichever is earlier. In applying this provision, the double time rate will only be applied to hours worked outside the employees' regular schedule.
- For all hours worked on the second and subsequent consecutive scheduled days off in a regularly scheduled work week provided the employee's first day of working a scheduled day off is paid under the time and one-half regular rate provision.

Double Shifts

If an employee on a ten-hour shift works 16 consecutive hours, the employee will receive one hour additional compensation in order to preserve cost/pay neutrality. Employees on a ten-hour shift schedule will be charged with eight hours of overtime when they work/refuse a double shift.

Temporary Upgrades

The pay rules for employees on a 10-hour shift will follow FMC's established temporary upgrade policy defined in the Labor Agreement. Employees will be paid for time worked in a higher classification if they are assigned to perform work in the higher classification for one hour or more. If such time worked in a higher classification reaches two hours, the employee will be paid for the entire shift at the higher rate. If employees work their scheduled work period in the higher classification, they will be paid the higher rate for any extra work performed outside of their regular hours during the scheduled work period. Off days during or immediately following the scheduled work period will be part of the assignment.

Holiday Work

Employees who do not work on a holiday and for whom the holiday was a scheduled day off will receive eight hours of pay (subject to restrictions outlined in the Labor Agreement). Employees who do not work on a holiday and for whom the holiday was a scheduled workday will receive ten hours of pay. Employees who work on a holiday will receive 8 hours of holiday pay plus double time for all hours worked up to eight in the day. All hours worked over eight will be paid at 3 times base rate.

Vacation Pay

Vacation pay will be paid at the employees' base rate except when employees qualify for the upgrade provision defined above. Vacation will not count as hours worked for the purpose of calculating overtime.

Employees will be required to take vacation in full-shift increments.

Vacation "Stub"

Employees working a ten-hour shift may end the year with hours of vacation which do not equal a full shift. Employees may elect to have this time paid out or they may roll it over into the next year. Employees will not normally be allowed to take the hours rolled over as vacation time until they accumulate enough hours to equal a full shift. If an employee requests permission to take vacation "stub" time in advance and if relief is available and no overtime is required, permission may be granted.

Employees who bid to a job with a different shift schedule will be allowed to take the "stub" time as vacation.

Training Time

Time spent in company sponsored training will be paid as a regular shift if the time in training falls on a scheduled workday regardless of the actual time spent in training. Employees who attend training on their regularly scheduled day(s) off will be paid for time involved at the applicable rate (overtime for mandatory meetings and straight time for voluntary meetings).

Time-Off Benefits

Time-off benefits defined in the Labor Agreement are paid based on an eight-hour day. Employees on ten-hour shifts may take the number of days defined in the Labor Agreement; however, such employees will be compensated based on an eight-hour day. For example, an employee requesting two days of EMT leave may actually take two days off but will receive eight hours of pay for each of these two days rather than ten.

Because of the special nature of Funeral Leave, employees will be granted the three or five days outlined in the Labor Agreement and will be paid their full ten-hour shift for each scheduled workday taken as Funeral Leave.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date


MEMORANDUM OF UNDERSTANDING

Genesis Alkali LLC and the United Steelworkers of America, Local 13214, affirm their commitment to establishing a self-managed organization where employees are encouraged to make decisions affecting their everyday work with minimal traditional direct supervision. In support of the work that self-managed teams do, the parties agree to establish a pay-adder of \$.40 per hour for teams which function in the self-managed mode.

In recognition of those teams who have pioneered the way for this change and who have already been working as self-managed teams, twenty-eight (28) teams have been identified and will begin receiving their pay-adder of \$.40 per hour effective July 1, 2000.

Genesis Alkali LLC commits to establishing the guidelines and criteria which must be met for new teams to become self-managed and to receive the pay-adder. **The Company** and the Union will also establish standards of performance that all teams must maintain in order to continue receiving the pay-adder.

Crews not currently operating under a self-managed charter may submit a request for consideration through their department head to the Company. The Company will then review the request under the established guidelines and criteria and approve or deny the request.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #21 Stores Operator Utilization

MEMORANDUM OF UNDERSTANDING

The Company and the Union mutually agree to the following administrative guidelines for utilization of stores operators within the surface and mine operations at Westvaco.

1. By contract, employees in the underground mine stores bid position will be paid the mine stores upgrade (shuttle car rate) and the mine stores receiving position will be paid at the Surface “A” Stores rate. It is understood that all three underground stores operators are expected to rotate through the mine surface receiving position on a routine basis (at least one week every three months) in order to maintain receiving skills. The receiving operator will rotate into the mine stores underground position one (1) week per month. When working underground, by agreement, this operator will receive the mine stores upgrade.
2. Mine Stores vacancies will either be posted as; Mine Stores Operator — Underground with mine store upgrade or Mine Stores Operator — Surface Receiving Stores “A” rate. For bidding purposes, opening in the mine stores & receiving area will be posted in the mine department only and bidding into vacant surface stores positions will first be bid within the surface stores department then open to bid to surface employees.
3. If there are two (2) or more vacancies in the underground stores operation and it is determined by management that relief coverage is required, the mine receiving operator will normally be moved and upgraded to provide coverage and a surface stores relief operator may then be transferred to cover the receiving vacancy at the mine. However, depending on coverage requirements, the Surface Stores Relief Operator may be assigned directly to one of the mine vacancies. Surface Stores Relief Operators will be required to be MSHA certified in the mine.
4. A surface stores relief operator providing relief for the mine stores operation will continue to be in the surface stores overtime group and will be eligible for overtime in that group as well as any “preferred” mine stores overtime. For “other” overtime in the mine stores department, they will be eligible for the overtime only if all mine stores employees refuse the overtime assignment. In the event that a surface stores operator is assigned to the mine stores area for a period of more than 30 days, they will be equalized into the mine stores overtime group and will then be eligible for only the mine stores overtime.

5. For vacation selection purposes, the surface and mine stores areas will be considered as separate selection groups, and the relief operators will continue to be part of the surface stores vacation group. Based on current staffing and vacation eligibility, there will be no change to the surface stores vacation availability and scheduling.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

/S/ 8/29/00

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corp. ACD
P.O. Box 872
Green River, WY 82935

/S/ 8/29/00

Date

MOU #22 12-Hr Schedule Guidelines

MEMORANDUM OF UNDERSTANDING

12-Hour Schedule Implementation Guidelines

Effective February 22, 2001

The Company and the Union mutually agree to the following guidelines to assure consistency and cost neutrality when implementing a 12-Hour schedule.

Overview

A 12-Hour work schedule will be considered and implemented in areas at the Westvaco or Granger sites where it makes good business sense and there is an acceptance by employees based on the guidelines of this memorandum.

For the purpose of this memorandum, the areas that may be considered for the 12-Hour alternative work schedules include shift workers on the traditional 7/7/6 schedule in the following areas: Phosphate, Sesqui, Bicarb, ELDM, Mono, Utilities, Caustic/Cyanide/Crystal Recover, Lab and Surface Stores. The 12-Hour schedule will normally be implemented only in an area as a whole, however, through mutual agreement, those areas identified above may be subdivided into smaller groups. The 12-hour schedule will not be expanded to other areas except by mutual agreement.

Implementation

After approval by the area manager and superintendent, the Union will poll all hourly members of the business area and if 70% of those employees in the area approve, the 12-Hour schedule may be implanted on a temporary basis. After a six (6) month trial period, the schedule will be considered a permanent once the following has occurred; 1) the Union has re-pollled members in the area and 75% of the affected employees agree to continue the schedule and 2) the Union and the Company have reached a final resolution on how bussing will be transitioned back into the 12-Hour schedule.

The 12-hour schedule is being implemented on a cost neutral basis that is based on current operational and economic information. The Company will periodically evaluate the cost neutrality metrics. The parties will work together in good faith to resolve any issues that may arise that have a negative impact to costs or the business as a result of the 12-Hour schedule implementation.

The parties will mutually select the type of 12-hour schedule by business area and will not experiment with other alternatives for a period of at least six (6) months. Start and stop times must be consistent across the site.

Pay and Administrative Guidelines

1. Operator Options

Day Utility Operator

In order to offer a 12-Hour schedule, the built-in overtime in the schedule must be offset by a reduction in the number of relief operators that are required in the various facilities. Without giving up management's rights to determine staffing levels, the following day shift positions will be retained for the present time. In order to effectively utilize these positions, some of the duties will change. The change in staffing will occur when an area has voted to go to a 12-Hour schedule. Incumbents in the positions identified below where the position remains unchanged will retain their bid positions. In the event that there is more than one relief operator in an area, and if the duties of the retained position are changed, the position will be filled by seniority from the group of the current area day shift relief operators. The operator(s) not being retained in a day shift position will then have options to fill vacancies in the department as identified in subsequent paragraphs listed below.

- The "AA" Phosphate day utility position will be retained. The primary responsibility of this position will be to provide relief to the Phosphate area for purposes of training, vacation, sick leave and other forms of relief. This position will be required to maintain qualification on all "AA" relief positions as defined in the contract. When relief is not needed this operator will be assigned other duties including providing backup support to the bid yard crew positions.

Rate Classification: "AA" Class

- One (1) Sesqui day Utility position will be retained. The primary responsibility of this position will be to provide relief to the Sesqui area for the purposes of training, vacation, sick leave and other forms of relief. The operator in this position will be required to maintain qualification on the following positions: "ZA" CCR, Baby Sesqui, Crusher "AA" and the Filter "AA." When relief is not needed this operator will be assigned other duties including providing backup support to the bid yard crew positions.

Rate Classification: "ZA" Class

- One (1) Mono day Utility position will be retained. The primary responsibility of this position will be to provide relief to the Mono area for the purposes of training, vacation, sick leave and other forms of relief. The operator in this position will be required to maintain qualifications on the following positions: North "A," South "A" and Stockpile "A." When relief is not needed this operator will be assigned other duties including backup support to the bid yard crew positions.

Rate Classification: "A" Class

- The day shift utility operator in the Sesqui Utilities area will be retained. This position will continue to be responsible for the fire system maintenance as well as provide primary relief for the Utilities department for the purposes of training, vacation, sick leave and other forms of relief. The operator in this position will be required to maintain qualifications on the following positions: Sesqui Boiler, Sesqui Water and the Mono Utilities water position.

Rate Classification: "ZA" Class

- The “AA” Cyanide area day shift utility position will be retained. The position responsibilities will continue to be as a Caustic / Cyanide loader and to provide Cyanide Plant relief when the loading operation is idled.
Rate Classification: “AA” Class

The dayshift utility operators will normally work a combination of 12-Hour days within a Monday through Friday period. The 12-Hour days worked will alternate between a 3 day and 4-day work week. The schedule will consist of either 3 or 4 consecutive days and will be posted on the Thursday for the following week’s assignment. In the event that there is a need for long term shift coverage, these operators may be assigned to a crew on a 12-Hour rotating shift. This assignment will only be made if the vacancy is for a period of greater than one (1) week and only if the crew relief operator has another assignment. At no time will the Utility operator be scheduled to work for more than 4 days in a row.

In the event that an area chooses to go to a 12-Hour schedule, the impacted day shift relief operator(s) will have the following options that they will be required to choose from prior to initiating the 12-Hour trial. Their decision along with any subsequent bumps will be considered as temporary until the trial period is complete and the 12-Hour schedule is retained. At this time the decision and bumps become final.

If the 12-Hour schedules are discontinued and the day shift relief operator positions are reinstated, the former incumbent bid operators will have first priority to fill these positions prior to posting the job for bid.

- Based on seniority, they may elect to fill one of the new day shift utility positions in any department where the 12-Hour shift is being implemented and where the day shift relief operators within that area have chosen not to fill the new position in their individual area. If none of the impacted relief operators fills a vacant day shift utility position, the position will be filled through the bidding process.
- They may elect to go to any open position within their area and have their pay red circled for two years. If the vacancy they fill is a higher rate classification, the red circle will not apply and they will immediately advance to the higher rate upon qualification on the position.
- They may elect to go to any open position within the facility including open janitor or yard positions and have their pay red circled for two years. Again, the red circle will not apply if the vacancy they fill is at a higher rate classification.
- If no open positions exist within the facility, they may elect to go to a yard position on a temporary basis until such time that a vacancy bid becomes open. At that time they will be assigned to the open position if they do not bid. The employee’s pay will be red circled for two years if the vacancy they fill is at a rate less than their former position.

- They may exercise bumping rights within their area according to the following:
 - ♦ If they are more senior, they may bump any employee on any crew within their area who is in a higher rate classification only if they are qualified on that position. The employee who is bumped will then have bumping rights within their area based on their job classification. In the event that they are the junior employee in that job classification, they will then have normal bumping rights within their department based on seniority.
 - ♦ If they are more senior, they may bump any employee on any crew within their area who is equal to or lower in a rate classification. The employee being bumped will then have bumping rights within their area based on their job classification. In the event that they are the junior employee in that job classification, they will then have normal bumping rights within their department based on seniority. Ultimately, the junior operator within the area will fill any existing vacancy within that area. If there are no vacancies, the displaced operator may choose which vacancy to fill within the facility including janitor positions. If no vacancies exist in the surface operation the displaced operator will be assigned to the yard until a vacancy opens. Affected operators will have their rate red circled for one year unless they fill a vacancy at a higher rate. Employees should be aware that the Long and Faithful Service clause of the contract still applies and those in a janitor position could be bumped to the yard if this provision has to be applied as a result of an employee's medical situation.

Other Bid Operators

After the six (6) month trial period, employees who desire not to participate in an area's permanent 12-Hour shift schedule have the following options:

- Upon notification to the Company within 30 days after the 12-Hour trial is completed, an employee may choose to have their tenure waved for bidding purposes. IN the event that there is an adverse business impact resulting from waiving tenure, the parties agree to work together to resolve the issue in an equitable manner.
- Employees dissatisfied with the 12-Hour schedule may place their name on a "job swap list" in the HR department. In the event that there are employees willing to trade positions from an eight-hour to a twelve-hour shift, the switch will be made by mutual agreement on a one-time basis only. The employees will be expected to comply with normal qualification requirements in the required time frame. Employees who are unable to qualify will return to a yard position and rate. Employees must be aware that by going into an eight-hour shift area, there is no guarantee that the area will remain on eight- hour shifts. In the event there is an adverse business impact, the Company may limit the number or time frame in which employees may swap positions.

2. Base Pay

There will be no adjustments made to the base pay rate as defined in the Collective Bargaining Agreement. However, in order to achieve cost neutrality, adjustments will be made in pay areas as defined below.

3. Shift Differential / Sunday Premium

There will be no shift differential or Sunday premiums paid on 12-Hour Shifts.

4. Overtime Payment

Overtime payments will be made as outlined below. It is specifically understood that wage payments at the premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payments under any other provision or provisions hereof except as herein specifically provided.

Premium Pay:

1. Time and one-half rate shall be paid:
 - For all hours worked over forty at straight time in the workweek. When employees are scheduled to work a thirty-six-hour workweek, time over thirty-six will be paid at time and one half.
 - For all hours worked outside the employees' regular schedule except as provided in (2) below.
2. Twice the regular rate shall be paid:
 - For all hours worked in excess of twelve (12) consecutive hours during any period of twenty-four (24) hours commencing when the employees begin work or are required to report for work, whichever is earlier. In applying this provision, the double time rate will only be applied to hours worked outside the employee's regular schedule.
 - For all hours worked on the second and subsequent consecutive scheduled days off in a regularly scheduled work week provided the employee's first day of working a scheduled day off is paid under the time and one half regular rate provision.

| | Day 1 Off | Day 2 Off | Day 3 Off | Day 4 Off |
|-----------|-----------|-----------|-----------|-----------|
| Example 1 | 1½ X pay | 2 X pay | 2 X pay | 2 X pay |
| Example 2 | Off | 1½ X pay | 2 X pay | 2 X pay |
| Example 3 | 1½ X pay | Off | 1½ X pay | 2 X pay |

5. Call-Back and Call-in Work

Employees who are called in or called back to work as defined in the Labor Agreement will receive a minimum of four hours at the applicable overtime rate even though the extra work is completed in a shorter period. This overtime will be outside regular hours worked.

6. Hold-over Work

If employees are held over to perform extra work at the end of their regular shift, they will be guaranteed a minimum of two hours at the applicable overtime rate even if the work is completed in a shorter time.

7. Overtime Procedures

There will be no Preferred Overtime as defined in the Labor Agreement when overtime is required to cover a shift. Preferred Overtime will only apply when employees are required to remain on the job beyond the end of their shift in the event that they do not have relief. In this situation, if an employee refuses the preferred overtime, they may be required to stay up to a maximum of four (4) hours beyond their regular shift assuming no other qualified employee is available and willing to work the overtime assignment. The maximum time an employee may remain on the job is 16 hours (17 hours during the daylight savings time change in the fall of the year).

Premium pay hours that are built into employees' normal schedule will not be counted as overtime opportunities for the purpose of calculating the distribution of overtime.

It is expected that employees will be available for overtime as required and address any overtime issues that may arise. In the event that there are problems with voluntary overtime callouts, a mandatory availability list may be implemented to assure coverage can be achieved if needed.

8. Overtime Meals

Overtime meals will be provided after fourteen consecutive hours of work or at the beginning of their regular shift when the employees are called out prior to their regular shift.

9. Temporary Upgrades

The pay rules for employees on a 12-hour shift will follow FMC's established temporary upgrade policy defined in the Labor Agreement. Employees will be paid for time worked in a higher classification if they are assigned to perform work in the high classification for one hour or more. If such time worked in a higher classification reaches two hours; the employee will be paid for the entire shift at the higher rate. If employees work their scheduled work period in the higher classification, they will be paid the higher rate for any extra work performed outside of their regular hours during the scheduled work period. Off days during or immediately following the scheduled work period will be part of the assignment.

10. Holiday Work

The holiday is defined as the shift the employee works. Employees who do not work on a holiday and for whom the holiday was a scheduled day off will receive eight hours of pay

(subject to restrictions outlined in the Labor Agreement). Employees who do not work on a holiday and whom the holiday was a scheduled workday will receive twelve hours of pay. Employees who work on a holiday will receive 8 hours of holiday pay plus double time for all hours worked up to eight in the day. All hours worked over eight will be paid at 3 times base rate.

FMC has an established policy that prohibits holiday time worked as a holiday to be counted toward weekly overtime except for hours worked outside regular schedule.

11. Vacations on a Holiday

FMC tries to schedule as many people off on a holiday as possible. In the event a holiday fall on a regular scheduled workday within employees' vacation, they will receive an additional day's pay or an additional day off with pay at the employee's option. Employees taking a single day vacation on a holiday will only have the option of taking the extra day's pay.

12. Vacation Pay

Vacation pay will be paid at the employees' base straight time rate except when employees qualify for the upgrade provision defined above. Vacation will not count as hours worked for the purpose of calculating overtime.

Employees will be required to take vacation in full-shift increments.

13. Vacations "Stub"

Employees working a twelve-hour shift may end the year with hours of vacation that do not equal a full shift. Employees may elect to have this time paid out or they may roll it over into the next year. Employees will not normally be allowed to take the hours rolled over as vacation time until they accumulate enough hours to equal a full shift. If any employee requests permission to take vacation "stub" time in advance and if relief is available and no overtime is required, permission may be granted.

Employees who bid to a job with a different shift schedule will be allowed to take the "stub" time as vacation.

14. Training Time

Time spent in company-sponsored training will be paid as a regular shift if the time in training falls on a regular workday regardless of the actual time spent in training. Employees who attend training on their regularly scheduled day(s) off will be paid for time involved at the applicable rate (overtime for mandatory meetings and straight time for voluntary meetings).

15. Short Term Pay - Sick Leave

Employees will receive half pay for the thirty-six hours pay in the thirty-six-hour week and a half pay for the forty-four hours in the forty-eight-hour week. Employees must still meet the one-day qualification period before sick leave benefits kick in. The Short-Term Disability pay of \$210 per week will be paid at \$210 per week in both the thirty-six hour and the forty-four-hour week if an employee is absent for the entire week and they have met the five day waiting period.

If an employee is absent for a partial week and is entitled to Short Term Disability pay, the disability pay will be prorated based on the number of hours the employee would have worked. For example, if an employee is working the thirty-six hour week and misses twelve hours, the Short term pay would be $\$90/36 \times 12$ hours per day (\$30.00 daily rate) and if an employee is working the forty-eight hour week and misses twelve hours, the Short term pay would be $\$90/48 \times 12$ hours per day (\$22.56 daily rate).

Sick leave 50% pay, Short Term Disability pay, and Industrial Accident are all only paid for full shifts missed.

16. Time-off Benefits

Time-off benefits defined in the Labor Agreement are paid based on an eight-hour day. Employees on twelve-hour shifts may take the number of days defined in the Labor Agreement; however, such employees will be compensated based on an eight-hour day. For example, an employee requesting two days of EMT leave may actually take two days off but will receive eight hours of pay for each of these days rather than twelve hours of pay.

17. Jury Duty

Established policy allows for an employee to be away from work for jury duty. When the employee provides verification of jury duty service, all hours missed are paid. Earnings are adjusted by the amount paid for court services.

18. Military Pay

The Company agrees to pay the difference between the regular rate of pay and the service pay for any employee who is regularly enlisted in the military reserves and who attends the training periods of such reserve forces up to a period not to exceed eighty (80) hours in any one calendar year.

19. Time off to Vote

FMC has an established policy pertaining to time off to vote. Employees may be eligible to take one hour off to vote. Eligible employees must prearrange for the time off at FMC's convenience and must provide documentation that they have voted.

20. Temporary Supervisor Pay

FMC has an established temporary supervisor policy. The temporary supervisor rate will be calculated following established policy. A temporary supervisor will be allowed to hold the position for 180 calendar days, which is consistent with FMC policy.

21. Longevity Leave

Employees with 20 or more years of credited service may take a one-time only unpaid leave of absence. The leave can be for up to 20 working days not to exceed one calendar month. The leave must be taken outside of prime vacation time and is subject to normal vacation scheduling limitations. Employees are responsible for maintaining their share of all benefit costs.

22. Training Qualification Period

Normal contractual language will apply for the training and qualification period.

23. Transportation

It is not the Company's intent to eliminate bussing. Contract provisions regarding bussing will apply unless there is a negotiated memorandum to provide an alternative such as outlined below.

In order to minimize transportation costs, employees on the temporary 12-Hour schedule will provide their own transportation and will be compensated at a rate of five dollars (\$5) per day for each day they work under their normal schedule as well as any full shifts of overtime. The employees' bus transportation fees will be suspended while working under a 12-Hour schedule. The two-hour penalty pay provision (2p) will not apply when employees are scheduled as a team to stay over for team meetings, voluntary training or safety meetings. The five-dollar (\$5) stipend will remain in effect until it is determined that there are a sufficient number of employees on the 12-Hour schedule to make it economically viable to re-institute bussing.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

2/22/01

Date

/s/ Joan Carpenter

Joan Carpenter
Director of Human Resources
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

2/22/01

Date

Memo #23 Mtc Transportation Guidelines

April 25, 2001

Mr. Albert Battisti
President, Local 13,214
USWA, AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

Dear Albert,

After review of the transportation pay issue as it is related to maintenance schedule changes of three days or more, I will agree with the Union's request and implement the following transportation pay practices:

- If a maintenance employees schedule is changed for three days or more and employees are required to drive Company provided transportation and pick up or drop off at least one passenger, the Company will pay 2P penalty pay to the driver. IN receiving this benefit, those designated drivers will take responsibility as required to drop off or pick up employees per the crew requirements. Drivers will only be required to make distribution in their home area, i.e., Rock Springs, Green River or the Valley.
- This provision does not limit the Company's right to have employees drive their own transportation on schedule changes where Company transportation cannot be reasonable provided. Normal contract language would apply and the 2P provision would be paid.
- This agreement does not apply to normal maintenance overtime assignments where employees are provided Company transportation and there may be more than one passenger in the vehicle.

Sincerely,

Joan Carpenter
Director of Human Resources
FMC Corporation

MOU #24 12-Hour Addendum – Bicarb

MEMORANDUM OF UNDERSTANDING

Bicarb Addendum 12-Hour Schedule Implementation Guidelines

11/07/01

The Company and the Union mutually agree to add the following addendum to the Memorandum of Understanding (MOU) dated February 22, 2001 - 12-Hour Schedule Implementation Guidelines. This Memorandum is written to address issues specific to the Bicarb Department.

- It is mutually agreed to divide the Bicarb Department into two sub-departments; a) Production and b) Bagging and the following will apply:
 1. Employees in each sub-department will vote separately for 12-Hour schedules
 2. In the event that only one sub-department votes for the 12-Hour schedule, the relief operators will be divided, one per sub-department and will normally only be required to work the 8- or 12-hour schedule within their sub-department.
 3. The Bicarb Department will be split into two overtime groups — Bicarb Production and Bicarb Bagging. If this arrangement is not successful, FMC reserves the right to return to one overtime group.
 4. For vacation purposes, selection will be based by seniority within the sub-department. Management will establish the vacation guidelines for each sub-department considering contractual requirements for 60% availability during prime time.
 5. If both sub-departments vote in favor of the 12-Hour schedule, no changes will be made in relief operator assignments or vacation groups and the business will be operated under the same guidelines as is currently being done under 8-hour schedules.

All other rules of the February 22, 2001, 12-Hour Schedule Implementation Guidelines Memorandum will apply.

It is not the company's intent to force either sub-department onto a twelve- hour schedule. Also, it is not the company's intent to make any changes with respect to combining the soda ash and Bicarb bagging operations as a result of this addendum. The sole purpose of this addendum is to allow the two different areas in Bicarb to vote on the twelve-hour shifts independently.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

11/7/01

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corp. ACD
P.O. Box 872
Green River, WY 82935

11/7/01

Date

MOU #25 Shift Mechanic Preferred Schedule

MEMORANDUM OF UNDERSTANDING

Shift Mechanic Bid / Preferred Schedule Retention

11/07/01

Maintenance employees who hold bid preferred positions are required by the Labor Agreement to fulfill their rotation of six (6) months as a plant mechanic. It was not the intent of either party that those bid preferred maintenance employees would lose their preferred job once they rotated to the shift mechanic position. In order to clarify the intent of the parties, the Company and Union mutually agree to the following:

Preferred bid maintenance employees may choose to bid on a shift job or be assigned when their rotation comes up. When their six (6) month rotation has been completed they will return to their original preferred position. The preferred job will be left vacant for six (6) months during the plant mechanic rotation. The employees may choose to stay on the plant mechanics job; if they choose to stay, their preferred job will be bid at the completion of their plant mechanic rotation [six (6) months]. The employee who is displaced by the bid of the employee who holds the preferred job will be assigned to a maintenance crew.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

11/7/01

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corp. ACD
P.O. Box 872
Green River, WY 82935

11/7/01

Date

MOU #26 12-Hr Addendum – Lab

MEMORANDUM OF UNDERSTANDING

Additional 12-Hour Schedule Implementation Guidelines for the Lab

The Company and the Union mutually agree to the following guidelines as a starting point in resolving the unique differences in the Lab going to 12-hour shifts on a trial basis. The guidelines will become effective upon the starting date of the 12-hour shifts in the Lab, if the forthcoming vote indicates 70% of the employees in the area approve of implementing a 12-hour shift schedule on a temporary basis.

Overview

The purpose of this memorandum is to state the guidelines under which the Lab will operate during the six-month trial of 12-hour shifts. These guidelines are in addition to the applicable guidelines found in the “12-Hour Schedule Implementation Guidelines” that went into effect February 22, 2001. Due to the unique characteristics of the Lab organization and their work processes, it became necessary to come to an agreement on different issues than were covered in above-referenced memorandum.

Shift Start and Stop Times

Due to the unique situation in the Lab with two different start times in one overtime group, the Company and the Union recognize that overtime charging and overtime filling will be issues that both agree to work towards an agreement on as the Lab goes forward in the six month trial period.

Training

In order to allow analysts to progress through the Lab Progression System, certain training will be required. Training of analysts may result in an analyst being moved from one job to another during the shift. Management reserves the right to re-assign analysts as training and business conditions warrant.

Overtime

As per the Memorandum of Agreement for Twelve Hour Shifts, no preferred overtime exists, except when a relief doesn't show up. Therefore, overtime will be offered as other overtime, except when a relief is a no-show or has called in with no advance notice. The major concern is covering the job. We will attempt to offer overtime as a complete shift. If complete shift coverage cannot be found, it will be offered as a partial shift, e.g. 4 hours preferred/ other and 8 hours other overtime. The company still retains the right to vacate any part of a shift where lack of coverage or business conditions dictate.

20% Spread of Overtime

For the 6-month trial period of 12-hour shift rotation in the laboratory the Company commits to making a reasonable effort to maintain an equalized overtime spread as stipulated in the Labor Agreement, and furthermore, is willing to audit the overtime on a monthly basis, to check for any problems and then identify measures to correct those problems. The overtime will be equalized as near as possible, not to exceed a 20% spread from high to low within the Lab group, by the end of the third quarter.

Ambulance Coverage

The Lab employees recognize their responsibility to respond to emergency situations requiring the use of the Company's ambulance. During the trial period of 12-hour shifts, Lab employees will continue to respond when summoned by Security to drive the ambulance. Any other coverage required as a result of the emergency, e.g. covering the security office and Company switchboard, will not be the responsibility of Lab employees.

Review of Agreement

The lab supervisor, two day shift analysts and two shift analysts will meet every 60 days during the trial period to review how the 12 hour shifts are working. All issues will be listed, and proposals made to adjust this memorandum in order to solve the issues. The Company and Union will review the recommendation and if agreeable to both sides, incorporate them into this memorandum.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

12/27/01

Date

/s/ Jeanne K. Walker

Jeanne K. Walker
HR Administrative Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

12/27/01

Date

MOU #27 48-Hr Work Week Pay

MEMORANDUM OF UNDERSTANDING

48-Hour Work Week Pay Guidelines For 12-Hour Shifts

12/02/02

The 12-Hour schedule implementation guidelines are described in a Memorandum of Understanding agreed to by the Company and the Union on February 22, 2001. Although this memorandum generally describes pay guidelines for the 48-Hour workweek (four days scheduled between Monday and Sunday), the Company and the Union recognize the need to clarify the language as well as incorporate a pre-arbitration agreement from grievance SO-00-86 dated May 8, 2002.

The following guidelines are intended to supplement the February 22, 2001 Memorandum of Understanding.

- Employees taking a block vacation period during or in conjunction with their 48-hour workweek will be paid forty (40) hours at straight time and eight (8) hours at 1.5 times base wage rate for the 48-hour workweek provided they work the remainder of any scheduled shifts during that workweek.
- Hours for employees who are off for funeral leave or jury duty during any part of their 48-hour workweek will be considered as hours worked for the purpose of pay calculation for hours over forty (40) at 1.5 times base wage rate provided the employee works all remaining scheduled shifts during that 48-hour workweek.
- For all other absences whether paid or unpaid such as but not limited to: single days' vacation, sick leave, excused or unexcused absences, unpaid union business, etc., will not be considered as hours worked for the purpose of pay calculation for hours over forty during a 48-hour workweek.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

12/02/02

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

12/02/02

Date

MOU #28 Temporary Job Bids

MEMORANDUM OF UNDERSTANDING

January 2, 2003

Temporary Job Bids

Long-term vacancies in bid positions are currently backfilled when necessary by assignment as allowed for under current contract provisions until the employee has been away from work for one (1) year and the job is posted for bid. The Company and the Union mutually agree to provide an additional alternative method for backfilling long-term vacancies through a process of temporary bidding based on the following criteria:

When it is anticipated based on available information that the employee may be off an extended period, the Company may choose to bid the position on a temporary basis as an alternative to assigning yard or relief personnel to fill the vacancy.

The temporary bid will be administered as follows for areas that are not defined as lines of progression:

- The vacant position will be posted for normal bidding identifying that it is initially a temporary assignment.
- Employees who bid on the posted temporary vacancy will retain the position on a permanent basis if the incumbent in the position remains off work for a period of one (1) year.
- In the event that the incumbent returns prior to one (1) year, they will return to their former position and the temporary bidder return to their former position and will retain all tenure from the temporary job as well as their former position.
- Any backfill bids required as a result of a vacancy created by an initial temporary bidder will be posted on a temporary basis as well.
- Employees in the temp bid position may bid on other openings based on normal contract language and any tenure requirements associated with the position.

The temporary bid will be administered as follows for areas that are defined as lines of progression:

- The vacant position will be posted as a temporary position with normal bidding based on the bidding rules for that areas line of progression.
- Backfills will continue to be bid as a temporary position within the line of progression. Once the entry level position is backfilled, that position will be handled based on the above rules of a non-progression area.
- In the event that the original incumbent returns prior to one (1) year, they will return to their former position and all temporary bidders will bump back to their original position.

/s/ Albert Battisti

Albert Battisti, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

1/2/03

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

1/2/03

Date

MEMORANDUM OF AGREEMENT

***Utilities Addendum
12-Hour Schedule Implementation Guidelines***

8/04/04

The Company and the Union mutually agree to add the following addendum to the Memorandum of Understanding (MOU) dated February 22, 2001 – 12-Hour Schedule Implementation Guidelines. This Memorandum of Understanding is written to address issues specific to the Utilities Department in order to achieve cost neutrality on a 12-hour shift schedule and will be implemented upon a successful vote for a 12-Hour Schedule trial.

- The parties mutually agree to test the 12-Hour schedule for a period of six months beginning with the date of implementation after a successful vote.
- The Mono Relief Operator position will be eliminated. The current Mono Relief Operator will have bumping rights and the process will be followed as outlined on Pages 3 and 4 of the February 22, 2001 Memorandum of Understanding, “12-Hour Schedule Implementation Guidelines.”

Assuming that the individual chooses to bump within the Utilities Department, the displaced operator will be retained by the Utilities Department for assignment to a crew the best enables fulfillment of training needs within the department. (Said operator may be moved from one crew to another as needs are fulfilled, but once on a crew, it would be anticipated he/she would remain on that crew for at least one full month and likely longer.) The individual will have bidding rights within the Utilities Department as if said operator were still in the job from which he/she was bumped, and if an entry-level opening occurs during the ‘trial period,’ he/she will assume that position as a permanent position.

- Paragraphs D.2 and D.3 (on page 79) of the Utilities Progression System will be eliminated. This means the main body of the contract will then govern the allowable training time for job classifications for entry level through ‘ZA’ classification.

Stated language is on page 38, paragraph XVII. 6 and allows “not more than the equivalent of thirty (30) eight hour working days for jobs up to and including “AA” jobs, and “the equivalent of forty-five (45) eight hour working days for jobs “AAA” and above. Therefore, the ZA rated jobs would be reduced from 60 working days to the equivalent of forty-five (45) eight hour working days. The ‘C,’ ‘B’ and two Water Treater positions would be the equivalent of thirty (30) eight hour working days.

- Paragraph D.4 (on page 79) of the Utilities Progression System will be modified to read “Employees training on the CPO position will be given not

more than the equivalent of sixty (60) eight hour working days to satisfactorily qualify on the position.” This is a reduction from ninety (90) working days, but is still fifteen (15) working days more than allowed by the main body of the contract.

- Under Qualification Requirements, page 78, the Mono Water Treater qualification will be added to the Sesqui Water Treater job requirements. All proposals to utilize the Sesqui Water Treater to enable training have already been put in place and will continue to be utilized and these gains will continue to count toward cost neutrality.
- The Sesqui Relief Operator position will be retained and remain unchanged except for the schedule change. The individual in this position will continue to be required to maintain qualification on the Sesqui Boiler and Sesqui Water Treater positions and will continue to maintain the site Fire System. A requirement to know the Mono Water Treater position was eliminated in the original Memorandum.

The schedule will be 12-hour shifts consisting of working 3 days one week, 4 days the next as provided in the Memorandum. The schedule must be 12 hours in order to effectively utilize the operator in this position on either the Sesqui Boiler or Water Treater job in Sesqui Utilities area.

/s/ Monte Morlock

Monte Morlock, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

8/27/04

Date

/s/ Dick Reiter

Dick Reiter
Labor Relations Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

8/27/04

Date

MOU #35 Bicarb Holiday Work

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify the procedure followed in the Bicarb bagging group regarding how holidays will be scheduled when only one (1) shift is scheduled to work.

Department seniority will not be used to determine who will work a holiday when only one (1) shift is scheduled to work; seniority within each crew will be used to determine which employees on the scheduled shift will work.

Management's right with respect to the scheduling of employees to work holidays is not limited by this Memorandum of Understanding.

/s/ Monte Morlock

Union Lead Negotiator

6/10/05

Date

/s/ Joan Carpenter

Company Lead Negotiator

6/10/05

Date

MOU #36 – No-Overtime Slips

MEMORANDUM OF UNDERSTANDING

Dated 6/23/05

Section XIII, OVERTIME, 1. General, of the current Labor Agreement states:

“All employees shall perform overtime, call-in and call-back work when requested to do so by the Company unless they give the company written notice by mid shift of the first regularly scheduled shift that they do not want to work overtime in the work week or has an acceptable excuse.”

The Union and Company mutually agree regarding the following administrative procedures:

1. Written notification, normally provided on a “No Overtime” slip, will be submitted by mid shift of the employee’s first regularly scheduled shift and will specify the period of time during which the employee does not want to be considered for overtime.
2. Employees who submit a “No Overtime” slip will not be asked for either “Preferred” or “Other” overtime unless all other available qualified employees have refused.
3. The low overtime person without a no-overtime slip will be forced first even though the individual with a no-overtime slip may have lower overtime hours.
4. An employee who has signed a “No Overtime” slip can be forced on a job until other overtime relief is provided under the following forcing situations:
 - a) If the overtime is “preferred” for the employee and no other qualified operators are available.
 - b) If the overtime is “other” overtime and no employee can be reached without a no-overtime slip, the low overtime person with a no overtime slip can be forced.
 - c) In the event that all qualified employees turn in a no-overtime slip in a specific overtime group, if a forcing situation develops, the low available person will be forced even though they may have a no-overtime slip.
5. Recognizing there are various legitimate reasons for not wanting to be forced to work overtime, management will consider the individual circumstances before forcing someone to work, even if it means forcing other than the low overtime individual.
6. Employees who have signed a “No Overtime” slip will be charged for overtime they would have been eligible to work.

It is the intent of both parties to assure efficiency of operation and when overtime forcing situations occur, the parties will work together in good faith to minimize business and employee impact.

/s/ Monte Morlock

Union Lead Negotiator

7/8/05

Date

/s/ Joan Carpenter

Company Lead Negotiator

7/8/05

Date


MOU #38 – Hourly Substance Abuse Policy (revised 07/01/2024)

MEMORANDUM OF UNDERSTANDING

07/01/2024

Hourly Substance Abuse Testing Policy

The Company and the Union mutually agree to the attached hourly substance abuse testing policy effective July 1, 2024.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

**GREEN RIVER HOURLY
SUBSTANCE ABUSE TESTING POLICY**

Effective July 1, 2024

SUBSTANCE ABUSE POLICY AND PROCEDURES EFFECTIVE

July 1, 2024

Purpose

Genesis Alkali LLC conducts business with a high regard for the health and safety of its employees, customers, and suppliers, the protection of its assets and maintenance of a productive work environment. Practices that obstruct or inhibit these objectives are unacceptable.

Substance Abuse Policy

The use, sale, purchase, transfer, manufacture, possession or presence in one's system of illegal and unauthorized drugs or alcohol, synthetic designer drugs or any controlled substance (except legally prescribed drugs) by any person while on company premises, engaged in company business or while operating company-owned/rented equipment, is prohibited.

Scope

This policy is applicable to all hourly employees, permanent and temporary, located at the Westvaco and Granger site or any site operated by Genesis Alkali LLC at the Green River locations.

SUBSTANCE ABUSE TESTING POLICY

All employees will be subject to drug testing periodically by a random test selection process. The Company may require that an employee submit to a drug and/or alcohol test when there is objective evidence to suggest that the employee may be or have been under the influence of proscribed substances.

I. EMPLOYEE TESTING

A. Random Selection Testing

A process, typically done by computer programming or other objective selection method that results in equal probability that any employee could be selected at any point during the testing period. The intention of this process is to assure testing of a reasonable percentage of employees in the group subject to testing. On a quarterly basis, the Company, with the Union present, will randomly select employees to be tested. A reasonable percentage would be at least 10-25 percent per testing period but could be increased depending upon particular business needs or as required by regulation (i.e., MSHA, DOT). A list of positions that are regulated for testing are covered in Attachment 1.

Employees covered by MSHA or DOT regulations will be tested on a random basis in accordance with those regulatory requirements including random drug and alcohol testing.

Employees who are not covered by federal or state laws requiring specific testing procedures may be periodically tested on a random basis for drugs as described above. Each employee selected will have an equal chance of being tested each time selections are made.

All random tests will be unannounced and employees selected for this random drug testing will be notified the day they will be tested and they must report to Medcor immediately to complete the testing.

Genesis Alkali LLC will use both the 12 Panel Cup Test with FEN (or equivalent 12 panel test) urine quick test (no other quick test is permitted) and a saliva test (for marijuana/THC only) for random selection sampling in accordance with the local laws and regulations. Any other quick test is in violation of the Genesis Alkali LLC policy. An employee with both a negative quick test result and a negative saliva test result may return to assigned duty. If the urine test is positive for marijuana/THC, but the saliva test is negative for marijuana/THC, the urine test results will not be considered for marijuana/THC, and the employee may return to assigned duty. If the urine test result is positive for any other substances, the employee should not be given an assignment, but immediately submit a specimen for laboratory confirmation, and must follow the substance abuse testing policy pertaining to positive test results.

B. Testing for Reasonable Cause

An employee observed to be in an unfit condition or whose actions may have contributed to an accident or incident, which, by objective observation, may have been caused by the influence of alcohol, illegal or unauthorized drugs; may be subject to testing.

After viewing an employee believed to be in an unfit condition or when an accident or incident occurs, a supervisor will notify the employee of their right to representation and shall have a conversation with the employee and will document, in writing, the reasons giving rise to reasonable cause. The reasons articulated by the Supervisor for testing the employee will be conclusive and the employee shall be tested. If, after the conversation with the employee, the Supervisor does not believe reasonable cause exists for testing, the test shall not occur.

Such testing shall take place as soon as practicable, but in no event more than 4 hours after the accident or incident which gave rise to the observation.

Employees involved in an on-the-job accident (i.e., causing the accident (and not being injured) or being injured as a result of an accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) will be required to be tested for the presence of drugs and/or alcohol, unless the Company determines that the testing would be inappropriate under the circumstances. The Company will not require testing where the accident was very unlikely to have been caused by employee drug or alcohol use (i.e., bee sting, or repetitive strain injury). The Company will be the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Employees transported to a hospital for medical attention may be tested at the hospital by either a representative of Medcor or authorized hospital staff personnel as determined by Medcor.

Any employee who has a series of reasonable cause events due to being observed in an unfit condition caused by the influence of alcohol, illegal or unauthorized drugs, and has negative test results for each event, should be encouraged to voluntarily enter an employee assistance program. As series of reasonable cause events could results in disciplinary action.

Any employee tested for reasonable cause due to the influence of alcohol, illegal or unauthorized drugs, and whose test results proves to be below the allowable limit and, after testing still appears to be in an unfit for duty condition, should be considered ill for the balance of the shift.

An employee observed to be in an unfit-for-duty condition (e.g., nodding, dizziness, etc.) due to the use of a legally prescribed medication can, at local management's discretion, be given a temporary assignment for the balance of the work shift. If a temporary assignment is not available, the employee should be sent home as ill.

Genesis Alkali LLC **will use both the 12 Panel Cup Test with FEN** (or equivalent 12 panel test) urine quick test **(no other quick test is permitted) and a saliva test (for marijuana/THC only)** for reasonable cause sampling in accordance with the local laws and regulations. Any other quick test is in violation of the Genesis Alkali LLC policy. An employee with **both** a negative quick test result **and a negative saliva test result** may return to assigned duty. **If the urine test is positive for marijuana/THC, but the saliva test is negative for marijuana/THC, the urine test results will not be considered for marijuana/THC, and the employee may return to assigned duty.** If the **urine** test result is positive **for any other substances**, the employee should not be given an assignment, but immediately submit a specimen for laboratory confirmation, and must follow the substance abuse testing policy pertaining to positive test results.

Genesis Alkali LLC permits the use of breathalyzer testing for alcohol testing for reasonable cause sampling in accordance with all applicable laws and regulations. An employee with a negative breath alcohol test result may return to assigned duty. If the breath alcohol test result is positive, the employee should not be given an assignment, but immediately submit a specimen blood draw for laboratory confirmation, and must follow the substance abuse testing policy pertaining to positive test results.

C. Recalled Employees

Employees recalled to work will be notified that they are subject to testing for the presence of prohibited drugs and that successfully passing the test is a condition of employment.

A recalled employee who fails the test will be so notified. Company location management will be informed that the individual has not passed the test and the applicable test results.

Recalled employees who fail the test may be reconsidered for employment after 90 days. If upon the next recall, they are offered employment and pass the second test, they will be subject to periodic unannounced testing for one year following their hire date. A subsequent positive test, or a refusal to submit to such a test will result in termination.

Genesis Alkali LLC **will use both the 12 Panel Cup Test with FEN** (or equivalent 12 panel test) urine quick test **(no other quick test is permitted) and a saliva test (for**

marijuana/THC only) for recalled employee sampling in accordance with the local laws and regulations. Any other quick test is in violation of the Genesis Alkali LLC policy. **An employee with both a negative quick test result and a negative saliva test result may return to assigned duty. If the urine test is positive for marijuana/THC, but the saliva test is negative for marijuana/THC, the urine test results will not be considered for marijuana/THC, and the employee may return to assigned duty. If the urine test result is positive for any other substances, the employee should not be given an assignment, but immediately submit a specimen for laboratory confirmation, and must follow the substance abuse testing policy pertaining to positive test results.**

D. Refusal

A covered employee who refuses to submit to testing shall be subject to appropriate disciplinary action, as in other insubordination cases, up to and including termination. Refusal to participate in, or failure to successfully complete, the Employee Assistance Program and/or chemical dependence rehabilitation program will subject the employee to termination.

Any employee who professes to "shy bladder syndrome" or the inability to produce a urine specimen will be given up to 40 ounces of liquid and allowed to wait no more than three (3) hours at the collection site, but in no event more than 4 hours after the accident or incident if the employee is being tested for reasonable cause. As soon as it becomes apparent the donor is unwilling or unable to produce a specimen, he/she should be advised of the three-hour time limit as specified above. At the end of the 3 hours (or 4 hours after the accident or incident if the employee is being tested for reasonable cause) his/her specimen will no longer be accepted, and he/she will be sent to a Urologist or a Nephrologist chosen by the company to determine if there are any medical conditions present that would prevent the ability to provide a urine specimen. This examination should be conducted as soon as possible.

If no medical condition is found, it will be considered a refusal to test, and the employee will be subject to disciplinary action up to and including termination.

II. POSITIVE TEST RESULTS

Gas Chromatography/Mass Spectrometry will confirm all presumptive positive test results obtained by initial screening. No action will be taken with respect to any employee unless the initial positive test is confirmed in this manner.

Blood alcohol testing will confirm all presumptive positive alcohol tests obtained by initial screening. No action will be taken with respect to any employee unless the initial positive test is confirmed in this manner.

The appropriate medical professional used by the Company location will interpret and report all positive drug tests to the appropriate management officials on a need to know basis, and in accordance with all applicable federal, state, and local laws.

An employee who fails to pass the drug or alcohol test (resulting from either a random or reasonable cause test) will be referred to an Employee Assistance Program. Upon the employee's release from the EAP provider, the employee will be assessed if they can return to their current job with or without reasonable accommodation. If there is no work

available, the employee may make application for disability leave and/or FMLA until successful completion of an Employee Assistance Program and/or a chemical dependence rehabilitation program.

An employee's return to work after a positive test, will be dependent upon successful completion of the Employee Assistance Program and/or a chemical dependence rehabilitation program. The location's substance abuse program coordinator should contact Genesis Alkali LLC's contracted Employee Assistance Program (EAP), to inform them of the name, telephone number, reason for referral and any work performance issues of an employee being referred for the evaluation. (See Attachment #2 for EAP contact information). The referred employee must contact the EAP after the substance abuse coordinator has made contact with the EAP. The EAP will refer the employee to the appropriate level of treatment and keep in contact with the local treatment center to determine if the employee is compliant with EAP recommendations. If the employee is not compliant with the EAP's recommendations, the EAP will inform the specified Genesis Alkali LLC. Additional limited information will be communicated on a need to know basis provided the employee has signed appropriate information releases with the EAP.

An employee who tests positive for the presence of drugs or alcohol will be required to agree to participate in, and successfully complete, a treatment program specified by the EAP provider, to submit to a drug and/or alcohol test using Company cut-off levels prior to return to work, and be subject to periodic unannounced testing for 12 months following return to work. Part of the return-to-work requirement will include submitting a sample for screening by MEDTOX Laboratory. Failure to comply with any or all of these conditions will subject the employee to immediate termination. (See Attachment #3).

If an employee self-identifies as having a substance abuse problem and requests help from the Company, such request must be made prior to being selected for random drug testing, or being tested for reasonable cause. The Company will work with the employee to receive assistance through EAP.

Note: Location management has the option to make termination decisions for any employee who receives a second positive test result after the 12- month unannounced testing period.

Employees are advised not to ingest or inject medication prescribed in the name of a family member, resident of the household, or any other person. The use of such medications, (e.g., prescription containing codeine, etc.), when prescribed for someone else, is not considered by Genesis Alkali LLC's Medical Review Officer (MRO) as an explanation for a positive substance test result.

The MRO does not accept the use of hemp products as acceptable explanation for a positive test result. Any employee testing positive for marijuana, due to the ingestion of a hemp product, is considered to have a positive test result.

Suspected adulterated specimens (improper color, temperature, etc.) are to be noted as such on the chain-of-custody form and sent to MEDTOX Laboratory to be analyzed by the specific confirmation test for the detection of adulteration. All specimens that are confirmed as adulterated will receive a positive test result. Employees who submit

adulterated specimens may be considered subject to disciplinary action up to and including termination.

In no case will a positive test or participation in an Employee Assistance Program and/or a chemical dependence rehabilitation program act as a defense in a disciplinary action taken as a result of the accident or incident which gave rise to the observation.

Employee testing records will receive the same level of confidentiality as their medical records. Reports, record keeping and communication of results will be in accordance with the Genesis Alkali LLC standards concerning employee medical records and access to employee medical records.

III. LOCATION RESPONSIBILITY

The Green River location is responsible for enforcing this policy. This requires:

- Implementation of drug awareness programs to educate all bargaining unit employees about the health and safety risks of alcohol, drug or chemical dependency.
- An orientation program for all bargaining unit employees so that they are aware of the Policy and the means by which it will be implemented and enforced.
- Communication to bargaining unit employees of the testing process that will be used, and the notice that will be given.
- An Employee Assistance Program that is capable of helping employees overcome their alcohol, drug or chemical dependency. The Employee Assistance Program may be in-house with Genesis Alkali LLC medical personnel, contracted or referred to a qualified outside agency.
- All EAP clinical information is confidential and cannot be incorporated in the employee's personnel file, nor can it be released to the Company without the written consent of the employee.
- Training appropriate personnel in the objective observation of unfit conditions.

IV. SPECIMEN COLLECTION AND LABORATORY STANDARDS AND SERVICES

A local methodology for obtaining samples and handling sample specimens are outlined below.

The following drugs will be tested at the identified test levels.

| Initial Test | Initial Test Level (ng/ml) |
|--------------------------|--|
| Marijuana metabolites | 50 |
| Cocaine metabolites | 300 |
| Opiate metabolites | 2,000 |
| Opioids | 100 |
| Phencyclidine (PCP) | 25 |
| Amphetamines | 1,000 |
| Barbiturates | 300 |
| Benzodiazepines | 300 |
| Methadone | 300 |
| Propoxyphene | 300 |
| Fentanyl | 2 |
| | |
| Confirmatory Test | Confirmatory Test Level (ng/ml) |
| Marijuana metabolites | 15 |
| Cocaine metabolites | 150 |
| Opiate metabolites | 2,000 |
| Opioids | 100 |
| Phencyclidine (PCP) | 25 |
| Amphetamines | 500 |
| Barbiturates | 80 |
| Benzodiazepines | 80 |
| Methadone | 80 |
| Propoxyphene | 80 |
| Fentanyl | .5 |
| Norfentanyl | 5 |

If a DOT approved sobriety test for marijuana is developed, the Company and the Union agree to mutually discuss the addition of testing criteria to this policy.

V. APPLICABLE LAW

Applicable federal, state or local law shall prevail over any term of this Policy in the event of a conflict.

Whenever necessary, implementation of this Policy at a particular location shall be modified to comply with requirements of applicable federal, state or local law or regulations.

VI. PRESCRIPTION DRUGS

If an employee is undergoing medical treatment that requires therapeutic drug use, the employee must notify Medcor that he or she is under such medical care if and only if the medication(s) may impair his or her performance of job duties. Any employee on such therapeutic medication(s) will generally be required to provide Medcor with a return-to-work document. It will also be a violation of this policy for an employee to use a controlled substance in any manner other than the prescribed treatment by the employee's health care provider.

VII. EFFECTIVE DATE

This policy is effective July 1, 2024.

DRUG TESTING PROTOCOL

Specimen Collection & Laboratory Standard

1.0 Purpose

- To estimate standard procedures for collection custodianship, analysis, evaluation and reporting results of biologic specimens to be analyzed for the presence of substances of abuse.
- To establish criteria which must be met by clinical laboratories being used by Genesis Alkali LLC to analyze specimens for the presence of substances of abuse.

2.0 Introduction

Standard specimen collection, custodianship with documented chain- of-custody, accurate analysis, evaluation and reporting results of biologic specimens are fundamental to achieve the goal of the Substance Abuse Testing policy as follows:

- Identify individuals who use such substances while:
 - Assuring only substance users are identified as such
 - Effectively addressing concerns, allegations or legal challenges regarding specimen analysis and results

3.0 Specimen Collection and Custodianship Standard

A copy or synopsis of the Substance Abuse Policy and Substance Abuse Testing Policy must be available to all employees. The Substance Abuse Testing Protocol shall be made available to employees upon request.

The following procedures must be followed in the collection and communication of Genesis Alkali LLC specimens.

3.1 Medical Custodian

Specimen collection, shipping and receiving results of analysis are the responsibility of the Genesis Alkali LLC medical custodian identified for each Company location. The Genesis Alkali LLC medical custodian may be internal Genesis Alkali LLC medical personnel or contracted medical agent (e.g., physician or nurse).

3.2 Medical Review Officer (MRO)

- The role of the MRO shall be to provide medical expertise in the final analysis of a lab-confirmed positive test result. The MRO may also be requested to review negative lab results in certain circumstances.

- The MRO's responsibilities shall include reporting of positive or negative results to the employer in the desired format. Positive test interpretation will include prompt attempt to contact testing individual for interview to review, explore and discuss lab results and follow-up with laboratory and/or local physician as appropriate.
- The MRO shall be a licensed physician with knowledge of substance abuse and pharmacology, with the experience and ability to interpret laboratory data in conjunction with relevant medical information.
- MRO services shall be provided by Medcor for the Green River locations. (See Attachment #6). Exceptions will only be made with the written approval of the Site Human Resources Director.

3.3 Urine Specimen Collection

Prior to specimen collection, the individual being tested shall:

- Present an employee photo ID, or photo driver's license ID. If no photo ID is presented, a photograph should be taken and attached to the employee's medical record.
- Sign a Substance Testing Acknowledgment and Medical Information Release Form (See Attachment #4 and #5).
- Remove any bulky clothing, (e.g., coats, jackets, sweaters, lab coats, bags, purses). Preferably, the individual shall be undressed and in a gown and/or underwear before entering the voiding room.
- Be handed a urine collection container provided by the laboratory. Specimen collection voiding room may have a toilet and running water. Preferably, the toilet should have a dye added to the water and the sink have the warm water faucet handle removed.

While the individual being tested is in the collection room, the Genesis Alkali LLC medical custodian must be present in, or wait directly outside of, the voiding room.

When the individual exits the voiding room the Genesis Alkali LLC medical custodian must be immediately handed the collection container. In the presence of the individual, the Genesis Alkali LLC medical custodian shall immediately check the urine specimen for color, temperature, and signs of foreign matter. If the specimen appears abnormal or adulterated, the observations shall be noted on the chain-of-custody form that is completed for each specimen and sent to the laboratory for testing and confirmation.

When the Profile IIA quick test is used and a negative result is obtained, the urine sample can be discarded. If the result is positive, the following procedure will be followed.

- The lid for all specimens shall be tightened and the sealing tape placed across the top and down the sides of the container for transport in the presence of the employee.
- The specimen collection label must be signed or initialed by the individual being tested to verify it is his/her specimen.
- The chain-of-custody form completed for each specimen shall be filled-in including identification information, date and time specimen was collected.
- The individual being tested shall initial or sign the chain-of-custody form designated transfer of custodianship of the specimen to the Genesis Alkali LLC medical custodian.

3.4 Specimen Storage and Shipment

- The Genesis Alkali LLC medical custodian or agent must place the specimen in the final shipping package after taking custody of the specimen.
- If not immediately picked up or shipped, the specimen-shipping package shall be stored in a secure area (preferably in a locked, refrigerated enclosure) where access is limited to necessary personnel.
- The method of shipment (e.g., U.S. Mail, overnight express service or courier service) shall be noted on the chain-of-custody form.
- The courier who will pick up from the collection site should sign attesting to whether the package seal is intact or not.

3.5 Reporting, Communication & Recordkeeping of Lab Results

- Only the Genesis Alkali LLC designated Medical Review Officer (MRO), and associated Genesis Alkali LLC personnel are authorized to receive reports of specimen analysis results from the clinical laboratory.
- Reports are to be maintained in the individual's Genesis Alkali LLC medical file in accordance with Genesis Alkali LLC standards concerning employee medical records and access to employee medical records.
- Communication of results by Genesis Alkali LLC medical custodian or MRO to Genesis Alkali LLC management will be limited to the following:

Employee Testing

- Communicate whether the Substance Abuse Test result was negative, positive or adulterated.

- Specific substance(s) found on a positive test should not be communicated except on a need to know basis.
- Communicate specific results of testing to individual tested.
- The individual tested should be informed of his/her results by means of direct communication with Genesis Alkali LLC medical custodian and/or Genesis Alkali LLC designated MRO. The individual shall be referred to the Genesis Alkali LLC medical custodian and/or MRO for specific information about the test results.
- Genesis Alkali LLC statistical reports are to be provided per Genesis Alkali LLC /laboratory contact.

4.0 Chemical Laboratory Standard

4.1 Laboratory Approval

MEDTOX Laboratories shall provide laboratory services for all Company locations. (See Attachment #6).

4.2 Required Laboratory Criteria

4.2.1 Laboratory Facility and Personnel

- All screening and confirmation analyses and long-term specimen storage for an individual specimen must be conducted at a single site. Screening analyses at one site and transport of specimen for confirmation analysis to another site is unacceptable.
- A security system must be maintained at the lab facility which restricts access to necessary personnel into areas where specimens are stored, analyzed and records retained.
- The lab facility must maintain a substance abuse testing program for its own applicants and employees.

4.2.2 Laboratory Certification of Current SAMHSA Certification is Required

- Lab must immediately notify Genesis Alkali LLC in writing of any lapse or change in certification status.
- Lab must notify Genesis Alkali LLC of current SAMHSA screening and confirmation cut-off levels. Changes in limits are to be communicated to Genesis Alkali LLC in writing.
- Certification documentation must be available for review.

4.2.3 Expert Consultation and Technical Support

The lab facility shall provide expert consultation and technical support for:

- Program initiation and operation including addressing questions about any individual specimen analysis.
- Legal matters including expert witness and submission of documentation of all aspects of laboratory service, custodianship, analysis and management to verify accuracy and validity of results of any individual specimen.

4.2.4 Quality Control/Assurance Program

Blind performance test procedures should be followed for quality control purposes. Locations will be randomly selected to submit two (2) blind performance test specimens for each year to the laboratory for testing. One of the blind test samples will be blank (containing no drug); the other will be positive for one or more drugs. Positive samples will be spiked with only those drugs covered by Genesis Alkali LLC's substance abuse testing policy.

The lab facility shall be in full compliance with SAMHSA requirements.

4.2.5 Materials to be provided by Laboratory

The following materials shall be provided to each Company facility by the testing laboratory:

- Specimen collection containers/split samples >- Specimen shipment containers
- Specimen labels
- Security tape for sealing collection and shipping containers >- Custodianship/chain-of-custody forms
- Temperature sensors

4.2.6 Specimen Custodianship/Handling

- Chain-of-custody documentation by the lab for each Genesis Alkali LLC specimen must follow SAMHSA protocol.
- The lab shall notify the appropriate Genesis Alkali LLC medical custodian when any specimen shall be discarded and the Genesis Alkali LLC medical custodian is to be informed that a new specimen needs to be collected.

4.2.7 Specimen Screening and Confirmation Analysis

All Genesis Alkali LLC specimens shall be analyzed for the following substances using the SAMHSA cut-off limits (See Attachment #6).

- Marijuana metabolites
- Cocaine metabolites
- Opiate metabolites
- **Opioids**
- Phencyclidine (PCP)
- Amphetamines
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene
- **Fentanyl**

Analysis for other substances will only be conducted with the authorization of Genesis Alkali LLC management or Genesis Alkali LLC medical custodian. This authorization should be limited to fitness for duty authorizations, for-cause, or other special circumstances. Internal lab GC/ MS cut-off limits, which eliminate false positives and minimize false negatives, shall be used for all non-SAMHSA substances.

4.2.8 Screening Analysis

Confirming analysis is required for any presumptive positive result obtained during the immunoassay screening analysis.

4.2.9 Confirmation Analysis

All presumptive positive results from the immunoassay screening procedure must be by Gas Chromatography/Mass Spectrometry (GC/ MS) analysis. The testing lab will use 6MAM and/or OIL isomer confirmation when indicated. In special cases, a follow-up confirmatory analysis procedure such as high-pressure liquid chromatography can be used after GC/MS, only if GC/MS was not able to provide definitive confirmation. (Note: immunoassay and thin layer chromatography are unacceptable for final confirmation but may be used as a secondary screening, e.g., marijuana).

4.2.10 Specimen Storage

- All specimens, which are confirmed a reported as positive, must be stored for a minimum period of one year in a frozen state.
- Records of freezer temperature must be maintained and available for review.

4.2.11 Communication of Lab Analysis Results

- All lab reports and results of analysis of Genesis Alkali LLC specimens must be handled in a confidential, secure manner.
- All lab reports must be in hard copy (written or printed). Verbal reports are unacceptable.
- Reports of results must be submitted only to the designated MRO or Genesis Alkali LLC medical custodian for the Green River Genesis Alkali LLC location.
- Lab records of Genesis Alkali LLC specimens confirmed to be positive must be maintained indefinitely. No such record is to be destroyed without written authorization from Genesis Alkali LLC.

ALCOHOL TESTING

The breath alcohol tests should be conducted by a certified Breath Alcohol Technician (BAT) using a Breathalyzer. The employee will be required to sign a Breath Alcohol Testing Form prior to administration of the test. All preemptively positive tests will be confirmed by a follow-up blood alcohol test.

• Inability to provide an adequate amount of breath

- If the employee refuses to make a second attempt to provide an adequate amount of breath, the BAT will advise Genesis Alkali LLC Management. The employee will be directed to obtain, as soon as practical, an evaluation from a licensed physician, who is acceptable to Genesis Alkali LLC, concerning the employee's medical ability to provide an adequate amount of breath.
- If the physician determines that a medical condition has prevented the employee from providing an adequate amount of breath, the failure will not be deemed a refusal to take the test. The physician will provide Genesis Alkali LLC with a written statement for the basis of the conclusion. If the physician is unable to make a determination, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test. The physician will provide Genesis Alkali LLC with a written statement of the basis for the conclusion.

Positions where Drug Testing is governed under Federal, State and Local Regulations

Hourly Positions

- MSHA Required
 - Hoistman
 - Plant Emergency Response Team (PERT)
 - Mine Rescue
- DOT Pipeline Required
 - Heavy Equipment Operators / Electricians who work on gas pipeline instrumentation covered by DOT

This list is subject to change to comply with all federal, state, and local laws and regulations.

Southwest Counseling Service
1124 College Drive
Rock Springs, WY 82901
(307) 352-6680

SUBSTANCE ABUSE REHABILITATION AGREEMENT

Genesis Alkali LLC recognizes alcohol, drug or chemical dependency as an illness and a major health problem. The Company also considers alcohol, drug and substance use, misuse or abuse as a serious safety and security problem. For these reasons Genesis Alkali LLC is committed to assisting you in your rehabilitation efforts so long as there is cause to believe that such efforts will be effective.

You must successfully complete an Employee Assistance Program (EAP) and/or chemical dependence rehabilitation program. Please note that failure to comply with the treatment prescribed by the EAP provider may result in a termination of your disability benefits and a consequent change in your leave status. It could also result in termination of your employment, as outlined below.

As a condition of your continued employment with Genesis Alkali LLC you must complete the requirements set forth in this Agreement. Failure to do so constitutes a violation of the Genesis Alkali LLC_Substance Abuse Policy as well as this Agreement and will result in immediate termination.

1. You make an appointment with the EAP provider and enroll in the treatment program prescribed by them.

You will successfully complete the treatment prescribed by the EAP provider and continue to participate in the full treatment program including, but not limited to, any outpatient portion of prescribed treatment and any follow-up treatment or follow-up-recommendations.

2. You will submit to a drug and/or alcohol urine test(s) prior to your return to work. A positive drug test result, a refusal to submit to the test(s) or failure to show up for the test(s), except upon a showing of good cause, will result in your immediate termination.

For a period of twelve (12) months following your return-to-work date, you will be subject to periodic testing, with notice of not more than twenty-four (24) hours before the time scheduled for the test. A positive substance abuse test result, refusal to submit to any of the tests, or failure to show up for any of the tests, except upon a showing of good cause, will result in your immediate termination.

The purpose of Genesis Alkali LLC's Substance Abuse Policy is to conduct business with a high regard for the health and safety of its employees, customers, suppliers, and the community in which we do our business, the protection of its assets and the maintenance of a productive work environment. Further, we are extremely concerned for the care of the individual involved.

It is your responsibility and obligation to comply with the conditions outlined and with Genesis Alkali LLC's Substance Abuse Policy, which states that use, sale, manufacture, purchase, transfer, possession, or presence in one's system of any controlled substance (except personal legally prescribed drugs) by any person while on company premises, engaged in Company business or while operating Company-owned /rented equipment is prohibited,

The Genesis Alkali LLC Substance Abuse Policy further states that the use, sale, manufacture, purchase, transfer, or possession of alcohol in a Company facility or Company premises is prohibited (except during Company supported, authorized, and supervised occasions). Being under the influence of alcohol while performing Company business or job-related duties, or while in a Company facility or on Company premises, or while operating Company-owned/rented equipment is also prohibited.

While the Company is offering you a chance to obtain assistance, you must remember that enrollment in, and successful completion of, the EAP treatment program is not a defense in any disciplinary or performance-related action that may be taken as a result of your job-related actions or performance to date. To the extent there may have been such issues, the Company fully expects you will contact them when you return to work.

ACKNOWLEDGMENT

I acknowledge that I have seen, read or had read to me the terms of this Agreement and that I fully understand the terms and conditions set forth in this Agreement. I further understand that failure to comply with either the Substance Abuse Policy and/or the specific terms and conditions set forth in this Agreement will result in my immediate termination.

Employee Name

Employee Signature

Date

Date

Name of Genesis Alkali LLC Agent

Agent

Date

Date

EMPLOYEE ACKNOWLEDGMENT

**FOR SUBSTANCE ABUSE TESTING AND
MEDICAL INFORMATION RELEASE**

I acknowledge that I have seen, read or had read to me the Company's policy on substance abuse testing.

I have been advised that the procedure employed with this process to collect a sample, and test that sample for the absence of prohibited substances and alcohol, will ensure the integrity of the sample and is designed to comply with medical/legal requirements.

I have been informed that an independent clinical laboratory does the laboratory test of the urine sample or blood sample, and that the laboratory will determine the results of my test and communicate those results to designated Genesis Alkali LLC personnel in a confidential manner. I further understand that positive results to this test may affect my current employment.

Employee Name (Print)

Employee Signature

Date

Date

Witness (Print Name)

Witness Signature

Date

Date

LABORATORY SERVICES ARE PROVIDED BY:

MEDTOX Laboratories, Inc.

402 West County Road D

Saint Paul, Minnesota 55112

Client Services Director - Patricia Young 800-832-3244

MEDICAL REVIEW OFFICER (MRO) SERVICES ARE PROVIDED BY:

Medcor

Dr. Tom Glimp

Box 807

McHenry, IL 60051

815-363-9500

DETECTION LIMITS (CURRENT SAMHSA LIMITS)

| Initial Test | Initial Test Level (ng/ml) |
|--------------------------|--|
| Marijuana metabolites | 50 |
| Cocaine metabolites | 300 |
| Opiate metabolites | 2,000 |
| Opioids | 100 |
| Phencyclidine (PCP) | 25 |
| Amphetamines | 1,000 |
| Barbiturates | 300 |
| Benzodiazepines | 300 |
| Methadone | 300 |
| Propoxyphene | 300 |
| Fentanyl | 2 |
| | |
| Confirmatory Test | Confirmatory Test Level (ng/ml) |
| Marijuana metabolites | 15 |
| Cocaine metabolites | 150 |
| Opiate metabolites | 2,000 |
| Opioids | 100 |
| Phencyclidine (PCP) | 25 |
| Amphetamines | 500 |
| Barbiturates | 80 |
| Benzodiazepines | 80 |
| Methadone | 80 |
| Propoxyphene | 80 |
| Fentanyl | .5 |
| Norfentanyl | 5 |

Internal laboratory GC/MS detection limits, which eliminate false positives and minimize false negatives, shall be used for a non-SAMHSA substance.

When analysis is conducted for alcohol, the positive detection limit will be at a breath or blood-alcohol level of .04 grams per milliliter or the level that is applicable by local law or regulation.


MEMORANDUM OF UNDERSTANDING

*between
Genesis Alkali
and
United Steelworkers
Local Union 13214*

This memorandum of understanding is written to clarify the role of the Local Union President. Without setting precedent and for the term of the current Collective Bargaining Agreement, the following conditions will be as follows:

1. **The Union President** will be allowed time during normal working hours to conduct Union business in a manner which mutually benefits both the Union and the Company and is in accordance with the Collective Bargaining Agreement. When not involved in union business, they will continue to fulfill **their responsibilities associated with their hourly position.**
2. **The Union President** will work with various functions of the organization, including but not limited to Safety, Training, and Human Resources and will assist in such things as New Hire Orientation, Training, Safety Meetings, etc., so long as these functions do not negatively impact in a material way their role as Union President.
3. **The Union President is not permitted to leave their work area during working time for any reason without the express permission of their direct supervisor, or designee.**
4. **The Union President is required to report to their assigned place of work at the start of their shift to receive their daily work instruction prior to being released to conduct union business, unless otherwise approved by their direct supervisor, or designee.**

The parties agree that if there are issues related to the intent of this MOU that arise, they will meet as soon as practical to resolve any disagreements.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

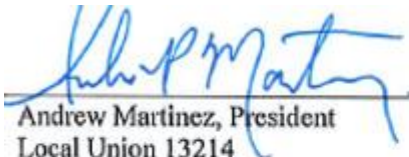
Date of Signing: 10/21/2024

MOU #41 Lab 12-hour Schedule (updated September 2023)


MEMORANDUM OF UNDERSTANDING

*Between
Genesis Alkali and United Steelworkers
Local Union 13214*

- Twelve-hour shift coverage will be required on a 7:00 a.m. to 7:00 p.m., and for 7:00 a.m. to 7:00 p.m.
- Crew alignments and work schedules remain “fixed” (i.e., crew assignments and hours of work will not be reselected on an annual basis).
- Relief coverage will be required for all vacancies regardless of length of absence. Management will provide advance notice when possible, however, when an employee is a no-show or does not call in then advance notice may not be an option.
- Vacancies in this group will be filled through the lab progression process.
- Relief Analysts will work a 7:00 a.m. to 7:00 p.m. schedule based on their assigned crew’s work schedule when not relieving for their assigned crew.
- This MOU will continue year to year unless either party provides notice 30 days prior to the anniversary date of this MOU that they intend to cancel this MOU. At that time the Lab will revert to the MOU #41 dated April 20, 2009.



Andrew Martinez, President
Local Union 13214
United Steelworkers
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902



Bryan J. Lohstreter
Labor Relations Manager
Genesis Alkali
P.O. Box 872
Green River, WY 82935

27-Sep-23

MOU #43 Maintenance 12-hour Schedule

MEMORANDUM OF UNDERSTANDING

Maintenance Addendum

12-Hour Schedule Implementation Guidelines — FINAL — Rev. 4.0

The Company and the Union mutually agree to add the following addendum to the Memorandum of Understanding (MOU) dated February 22, 2001 - 12-Hour Schedule Implementation Guidelines. This addendum is designed to address issues specific to the shift mechanics and electricians in the surface maintenance department. The plant shift mechanic 12-Hour schedule will be the same schedule as the operations department. All provisions of the February 22, 2001 MOU will apply except for the following:"

Mechanic /Electrician 12-Hour Shift Relief

- Appendix B "Surface Mechanics" Section C, and Section D of the Collective Bargaining agreement will apply while the 12-Hour shifts are in effect for the plant shift mechanics.

Guidelines

The mechanic/electrical relief pool will perform 12-Hour shift coverage as assigned for vacations, sick leave and all other vacancies.' The company retains the right to vacate all or a portion of a shift vacancy.

- There will be 80 hours of work opportunity per two week pay period.

Pay and benefits such as jury duty, military duty, holiday pay etc. will be administered based on contract language except when the relief plant mechanic is actually assigned to 12-Hour coverage. When assigned to 12-Hour coverage, pay and benefits will be administered based on the February 22, 2001 MOU.

Employees currently in the bid shift mechanic and electrical positions will be grandfathered into the positions and remain on their bid crews. Those electing not to remain in the position may elect to have their position posted for bid. In the event there are no eligible bidders, the positions will be filled by the junior qualified maintenance employees as per the bargaining agreement.

The guidelines established for the maintenance department will apply only to this department and will not set precedent for how relief operators will be utilized in any other department or schedule.

/s/ Monte Morlock

Monte Morlock, President
Local Union 13,214
United Steelworkers
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

12/22/09

Date

/s/ Toby Jacquez

Toby Jacquez
Labor Relations Manager
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

12/22/09

Date

MOU #45 Maintenance Overtime Equalization

MEMORANDUM OF UNDERSTANDING

Surface Maintenance Department - Overtime Equalization

To resolve the overtime equalization difficulties within the Surface Maintenance Department created by quarterly equalization, both parties agree to administer overtime equalization within the Surface Maintenance Department as described below:

Sections **XIII.4.B.(1)** and **XIII.4.B.(2)** of the Labor Agreement will be disregarded for the Surface Maintenance Department and the following language will apply:

Spread

The Company will make a reasonable effort to have total overtime among individuals in each Surface Maintenance overtime group with the same qualifications as equal as possible at the completion of each calendar year. The overtime will be equalized as near as possible, not to exceed a 20% spread for high to low within any specific overtime group.

Exceptions

1. Skills and Qualifications - Current maintenance procedures provide that some employees may have additional skills or qualifications which are not the same or equal to other employees within their overtime group. These unique skills and qualifications are listed on the weekend overtime call-out list. It is understood that a disproportionate spread in total overtime hours may develop at the end of the year due to these skills and qualifications and related work assignments.
2. End of the Year Scheduling Conflicts - It is understood that a disproportionate spread in total overtime hours may develop at the end of the year if higher overtime employees work due to overtime refusals or no phone answer when calling during the last 10 days of the year.
3. Absences - It is understood that a disproportionate spread in total overtime hours may develop due to leaves of absence such as extended illnesses or extended vacations schedule at the end of the equalization period.

/s/ Monte Morlock

Union Lead Negotiator

5/24/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/24/10

Date

MOU #46 Mine Schedule Addendum

MEMORANDUM OF UNDERSTANDING

MINE SCHEDULE ADDENDUM

PURPOSE:

In the interest of improving our cost position and competitiveness, the Company and the Union mutually agree to implement ten (10) hour shift schedules for certain portions of the underground mining operation as described below. The following addresses the parties concerns with respect to this non-traditional schedule:

IMPACT:

Layoffs will not result from this schedule change. Any force reductions that may result from this schedule change will be accomplished through attrition. This provision does not apply to changes in the number of employees due to the level of the overall business or technological change.

SCOPE/AFFECTED PARTIES

Shift Times:

8:01 a.m. - 6:00 p.m.

4:01 a.m. - 2:00 p.m.

12:01 a.m. -10:00 a.m.

This schedule change will affect the following crews:

Production: All 16 production crews

Maintenance: All shift mechanics plus PM Crews

Relief Operator/Utility Helper:

Employees in this position shall be treated like all other 10-hour shift schedule employees if they relieve on a 10 hour crew for one week or more. Should a Relief Operator/Utility Helper fill in on a vacancy for less than one week, overtime will be paid for hours in excess of 8.

No other employees will be affected by this schedule

PAY:

In an effort to maintain cost neutrality the following pay provisions will be applicable:

The pay and benefits provided in Section IX HOLIDAYS, Section XII HOURS OF WORK Paragraph 5 shift Differential, Section XVI VACATIONS, Section XXII. 1. Sick leave and paragraph 2 Funeral Leave and Section XIII OVERTIME Paragraph 3 Overtime Lunches will be addressed as follows:

Holidays: An employee shall receive ten (10) hours pay at his job classification wage rate for a holiday specified in 2.A of Section IX, if he performs no work on such holiday. If a holiday falls on a scheduled day off he will receive eight (8) hours pay at his job classification wage rate.

Vacation: Employees working a ten (10) hour shift will be paid for scheduled hours and those hours will be deducted from their vacation entitlement which will be converted from days to hours. For example: 4 weeks of vacation entitlement = 160 hours of vacation entitlement.

Sick Leave: Employees worked at ten (10) hour shift will be paid based upon a half day equaling five (5) hours. Sick leave hours paid will be deducted from sick leave entitlement which will be converted from days to hours. For example: eight (8) days at half pay of sick leave entitlement = thirty-two (32) hours of sick leave entitlement.

Funeral Leave: Employees granted funeral leave under Section **XXIII** Paragraph 2 will be paid ten (10) hours pay at their job classification wage rate for each day of funeral leave taken.

Pay: Employees working a ten (10) hour shift will be paid for ten (10) hours at their regular job classification wage rate. The applicable overtime rate will be paid for all hours worked over forty (40) in a work week. There will be no pyramiding of overtime. The normal call-out and hold-over language will apply to ten (10) hours shifts.

Double Shifts: If an employee on a ten (10) hour shift works 16 consecutive hours, the employee will receive one-hour additional compensation in order to preserve cost/pay neutrality.

Overtime Lunches: Employees working at ten (10) hour shift will be provided a lunch if they are required to work past their regular shift. An additional lunch will be provided for each for (4) consecutive hours of work.

Shift Differential: Employees working a ten (10) hour shift will be paid as part of their regular rate, in addition to the hourly rates specified, a shift differential of forty (40) cents per hour for all work performed on the shift starting at 4:01 p.m. and eighty (80) cents per hour for all work performed on the shift starting at 12:01 a.m.

/s/ Monte Morlock

Union Lead Negotiator

5/24/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/24/10

Date

MOA #48 Training Guidelines

MEMORANDUM OF AGREEMENT

Training Guidelines

Occasionally the Company elects to send hourly rated employees to specialized training outside the plant. Both parties have mutually agreed that hourly rated employees will be paid as follows while attending training outside the plant.

1. The Company will pay for meals, lodging and transportation. In the event as an employee is required to use his/her privately owned vehicle he/she will be paid a mileage allowance equal to the mileage allowance as published by IRS.
2. Employees will receive 8 hours straight time pay for each regular scheduled day they are required to be away from the plant.
3. Employees will be paid $1\frac{1}{2}$ times their regular rate for up to eight (8) hours if they are required to travel on a regular scheduled day off.
4. Employees will not be paid $1\frac{1}{2}$ times their regular rate for hours spent traveling outside their regular scheduled hours or for travel time in excess of 8 hours in a 24-hour period.
5. Employees will receive 8 hours straight time pay for each day they receive training at the location outside the plant regardless of the training schedule. Employees will not receive premium pay for any hours outside their regular schedule or for over 8 hours in a 24-hour period. In the event employees are required to receive training on a 6th day for the work week they will receive $1\frac{1}{2}$ times their regular rate for up to 8 hours on the 6th day.

/s/ Monte Morlock

Union Lead Negotiator

5/31/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/31/10

Date

MOU #49 – Reliability Specialist Surface Maintenance (new 5/25/10)

MEMORANDUM OF UNDERSTANDING

The parties mutually agree, subject to business conditions, to maintain the Reliability Specialist position (s) in the Surface Maintenance Department. The parties also agree that the addition of this position will not preclude Maintenance Engineers from running weekly or monthly vibration routes, balancing, troubleshooting or performing tests on equipment as deemed necessary. Reliability specialists are not intended to replace maintenance engineers or the work they do but to increase the number of resources to do reliability work. The skill level of the individual is the only limiting factor. Reliability work is equipment improvement and monitoring with the goal of improving the site's equipment reliability.

Reliability Specialist

Only Class 'A' or above Surface Maintenance employees, who meet the minimum requirements listed below, will be eligible to post for training in the Reliability Specialist position. Positions will be awarded to the senior bidder meeting the minimum entry requirements.

Surface Maintenance employees who have bid for additional training for preferred jobs are not eligible to post on these Reliability Specialist positions (Appendix B – Selection of Surface Maintenance Employees for Additional Training).

Employees will begin receiving the 'AA' Surface Maintenance rate of pay upon satisfactory completion of the qualification requirements and test.

Minimum requirement for entry into Reliability Specialist position

1. Must not have physical limitations which would prevent frequent climbing of stairs or ladders and be capable of lifting 25 pounds maximum on a routine basis.
2. Must have basic skills with shaft laser alignment equipment.
3. Must be proficient in the operation, repair, and maintenance of rotating equipment with either technical education or two years minimum demonstrated practical related experience.
4. Must have basic computer skills and be familiar with work processors, databases, etc.
5. Must be a self-starter and able to work with little or no supervision.
6. When available, the candidate must take the INDM 1560 class from WWCC.
7. Must place in math 1000 or equivalent level math course at the 40 level.
8. Must be willing to work overtime on vibration work when requested to do so subject to reasonable requests.

Reliability Specialist

1. Shall, after one year from beginning the training, satisfactorily complete the reliability specialist qualification checklist and pass the Tronox qualification test at a level of 60% or better. In the event that the Reliability Specialist incumbent cannot pass this test or does not complete the reliability specialist qualification, the employee will be removed from the program and returned to the Surface Maintenance Department.
2. Once the individual has successfully completed the qualification requirements and Tronox testing, they must commit to a minimum of four years in the Reliability Specialist position.
3. Shall after 2 years of vibration experience pass Vibration Analyst I, ISO Category II certification. The company will choose the certification governing body. In the event that the Reliability Specialist incumbent cannot pass this test, the employee will be removed from the program and returned to the Surface Maintenance Department.
4. Shall, prior to 4 years of vibration experience, pass Vibration Analyst II, ISO Category III certification. The company will choose the certification governing body. In the event that the Reliability Specialist incumbent cannot pass this test, the employee will be removed from the program and returned to the Surface Maintenance Department.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MOU #51 Bicarb/Distribution Forklift Position

MEMORANDUM OF UNDERSTANDING

Bicarb/Distribution Forklift Position

The Union presented an alternative that suggested the Bicarb department employees would rather do the loading themselves rather than have a soda ash forklift operator come down from the distribution area. After discussion, we agreed to allow those remaining employees in that area to load the Bicarb trucks, and we will continue to monitor loading of the trucks. The Company reserves the right to open up discussions if it is determined that there is a negative impact to the productivity of the bagging operation or any impacts to the customer.

/s/ Monte Morlock

Union Lead Negotiator

5/25/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/25/10

Date

MOU #52 Travel Stipend Clarification

MEMORANDUM OF UNDERSTANDING

Travel Stipend Clarification

The following memorandum is written to clarify the intent of the parties related to the payment of the \$10 travel stipend as defined in Section XXI Transportation, of the Collective Bargaining Agreement.

- Employees who reside west of the plant (excluding Evanston) and who were receiving the \$10 travel stipend as of June 30, 2010 will be ‘grandfathered’ and eligible to continue the stipend payment for the term of the 2010 Collective Bargaining Agreement.
Individuals affected include:
 - Ed Dobyns
 - Robert Pope
- Other than the ‘grandfathered’ employees, it is understood that the \$10 stipend will only be paid to employees living in Evanston and who do not obtain an annual pass for transportation from the Bridger Valley Area.

/s/ Monte Morlock

Union Lead Negotiator

5/25/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/25/10

Date

MEMORANDUM OF UNDERSTANDING

Surface Maintenance Weekend Coverage Phone Guidelines

The Company and the Union mutually agree to the guidelines below for Surface Maintenance Weekend **Coverage Phone Duty**:

- Five (5) mechanical weekend coverage phones and two (2) electrical weekend coverage phones will be assigned each week from the sign-up list or the assignment list.
- A sign-up list will be posted in each maintenance shop on Monday of each week. The sign-up sheet will be used by those employees who want to sign up for a weekend coverage phone or be noted as available for weekend overtime after the phone list has been exhausted. The sign-up sheet will be returned to the maintenance **systems administrator** each Thursday by 8:00 a.m.

Surface Maintenance employees will have the option to select a particular weekend day or days that they will be available for work.

- Two (2) additional mechanical weekend coverage phones and one (1) electrical weekend coverage phone may be signed up for if the **employees** signing up are **at the Class “C” classification**. A Class “C” **employee** will only be called out with a Class “B” classification or higher.
- **Shift workers** will be charged overtime by the existing overtime rules unless they sign up for a weekend coverage phone. **Shift workers** can only sign up for a weekend coverage phone on the weekends they are **scheduled to be off**.

Surface Maintenance employees will only be charged for overtime worked if their position on the maintenance overtime list is higher (lower overtime ranking) than the last employee called from the weekend overtime list. Every employee with less overtime than the person who worked the overtime will be charged with the overtime hours worked. For those employees that are unable to sign up for the phone list because of vacation, sick leave, shift work, etc. normal overtime charging language will apply.

Scheduled Weekend Overtime for Those Who Carry Phones

- A total of one (1) electrical and one (1) mechanical employee may work scheduled weekend overtime if the overtime is scheduled from the overtime list. No more than one (1) electrical and one (1) mechanical employee will be allowed to work scheduled overtime so that the maintenance needs of the site can be covered for the weekend period.
- Each week the **Director of Surface Maintenance**, or designee, will determine whether those employees who are assigned weekend phones can be scheduled for overtime on the weekend. Normally, if there are only two (2) or less **mechanics** or one (1) electrician is

available to carry the weekend coverage phone, they would not be available to work scheduled overtime.

The Weekend Trades

- **An employee** requesting to trade the weekend coverage phone duty with another person who will accept the responsibility for the weekend must sign the Weekend Trade Form and turn it into the maintenance **systems administrator** before 2 p.m. each Thursday.

The Assignment List

- The assignment list will be made by randomly choosing five (5) mechanics and two (2) electricians to cover each weekend. A new list will be made on May 1st for the next year (May 1st to April 30th). The list will be random; however, all seniority vacation selections will be taken into account and **employees** will not be scheduled on the list when their seniority selections are scheduled.
- The **employees** on the assigned list will only be assigned if there are not enough **employees** signed up or volunteering for coverage. After the list is made, individuals can make their own arrangements to make a trade or find volunteers to cover their weekends. The Weekend Trade Form will be used for all such trades or volunteers.
- If assigning is necessary, it will be done regardless of the status of no overtime slips.
- Class “C” Maintenance employees are not on the assignment list.

Assignment of Weekend Coverage Phones

The assignment of **employees** from the list will be as follows:

- The **employees** who sign up for a weekend coverage phone will receive the lowest number phone according to their overtime ranking. This means that if three (3) **employees** sign up for a phone, the three (3) will receive the #1, 2 and 3 phones according to their overtime ranking.
- The lowest overtime ranked **employee** will receive the #1 phone and so on until all the signed-up **employees** have received a phone.
- Those who are assigned from the backup list will receive the remainder of the phones until all five (5) phones are assigned.
- The first **employee** on the list will receive the lowest number of the remaining phones and the numbers will continue down the list until all five (5) phones have been assigned.
- **Employees** who sign up for a weekend coverage phone cannot volunteer to take someone’s place who is being assigned to a weekend coverage phone.
- **If an insufficient number of employees are available for a weekend, low overtime employees on the maintenance overtime list will be forced.**

Calling from the Weekend Overtime List (Availability List)

- Calls will begin with the low overtime employee and continue through the list until the required number of qualified individuals has been secured to perform the required work.
- The supervisor will call from the list; however, consideration will be given to individual work situations and job requirements (i.e., previously worked extraordinary number of hours, currently working or job requires extended hours to complete, etc.) to ensure the safety and health of employees.
- When a subsequent job requires additional Maintenance personnel, calls from the overtime list will again begin with the low-overtime qualified employee from the overtime list.

Special Qualifications

Overtime in the following identified Specialty Groups, such as Electronics, Air Conditioning, FGA, and Main Shop, will be offered to the low overtime qualified member of the group that signed the Weekend Overtime List. A list of individuals with identified special qualifications will be included in the weekend call-out sheet.

If the individual who has been called for a job requiring a specialty finds that they need help with a problem, the weekend supervisor may call any individual to provide assistance and training.

Holiday Work

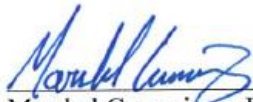
- Work on a holiday scheduled sixteen (16) hours in advance will be offered to the senior qualified members of the crew where the work is required.
- Area **employees** will also be preferred for scheduled work in their assigned areas on holidays.
- The first eight (8) hours worked in both cases will not be charged as overtime.
- Weekend coverage phone duty includes holidays in conjunction with a weekend.

Posting

Call-out sheet information will be made available upon request.

Weekend Phone Pay

The Company and the Union mutually agree to continue the weekend phone pay at \$35.00 **per** day for normal weekend coverage and \$60.00 **per** day for the holiday that falls within a three-day holiday weekend in which the phones are carried **if the employee is called out on their assigned day(s). If the employee is not called out on their assigned day(s), the weekend phone pay will be \$100.00 per day for normal weekend coverage and \$150.00 per day for the holiday that falls within a three-day holiday weekend in which the phones are carried.**



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOA #54 Surface Stores Department

MEMORANDUM OF AGREEMENT

Surface Stores Department

The Company and the Union mutually agree to the following guidelines for the Surface Stores operation:

- Stores Operators must qualify on all functions and rotate through all of these functions on a regular basis. Those Stores Operators on shift positions will rotate days to swings to graves.
- Stores Operators are bid by seniority to the Receiving position and are required to maintain qualifications on all Stores Operator functions.
- In the instance where Stores Operators bid to the receiving position, they shall be granted a 5-day opportunity to work the job, after which, they shall either accept the assignment and remain in the Receiving position, or refuse the assignment.
- Vacant positions, having preferred schedules within the Surface Stores department, will be posted internal to the Surface Stores department. When this internal process is completed, the resulting vacancy shall be available to the senior qualified bidder.
- Duties for the Stores Operator will include but not be limited to operation of the hotline truck, the outside forklift and the delivery truck.
- Moving furniture is the responsibility of the Yard Crews.

Miscellaneous

- Delivery of materials will remain essentially as presently designed, except that the Company and Union agree to vendor delivery of welding gases to point to use should the Company choose to implement. Also where it makes economic sense, the Company and Union agree to vendor kitting and delivery of small dollar consumable supplies to one central location with delivery from the central location to point of use being performed by hourly Stores employees. Notification of such changes will be provided to the Union prior to implementation.

- Tool room responsibility will remain with the Maintenance Department including staffing the tool room during day shift and on off shifts as required for outages or emergencies. Stores involvement will be limited to controlling access to the tool room in the event an automated security access system is not installed.
- Guards will control access to the warehouse during the off shifts on the rare occasion when the Stores Operator is out of the warehouse. When this happens, the first obligation of the guard is to contact the Stores Operator, prior to allowing any employees access to the warehouse.

/s/ Monte Morlock

Union Lead Negotiator

Date: 5/26/10

/s/ Joan Carpenter

Company Lead Negotiator

Date: 5/26/10

MOU #55 B Class - Trackmobile Helper

MEMORANDUM OF UNDERSTANDING

***B Class Operator
Trackmobile Helper-Distribution***

May 26, 2010

The following provisions will apply to the B Trackmobile Helper-Distribution position:

- The Trackmobile Helper position will be bid at the B Class rate
- If the Trackmobile Helper qualifies on the Bulk Loader Screen Operator position (which includes qualifying on the Trackmobile Operator and Car Cleaner positions), the Trackmobile Helper will be upgraded to the AA rate
- For purposes of bumping, bidding and force reductions, the Trackmobile Helper will be considered as an AA Operator once the requirements in the previous bullet point are met
- The upgrade to AA rate will not affect the Trackmobile Helper's schedule, but s/he may be utilized for overtime requirements
- Summer hires will not be qualified on the Trackmobile Helper position
- Based on business needs, the Trackmobile Helper may be assigned to work on the Trackmobile Operator, Car Cleaner or Bulk Loader jobs
- If the Trackmobile Helper elects to disqualify on the Bulk Loader position, s/he will be returned to the B Class rate

/s/ Monte Morlock

Monte Morlock, President
Local Union 13,214
United Steelworkers
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

Date: 5/26/10

/s/ Joan Carpenter

Joan Carpenter
Director of Human Resources
FMC Corporation
Alkali Chemicals Division
P.O. Box 872
Green River, WY 82935

Date: 5/26/10

MOU #56 Training into Feeder Positions

MEMORANDUM OF UNDERSTANDING

Training into Feeder Positions

The following provisions are set forth by the Company and Union as clarification pertaining to the requirements of Control Room Operators with regard to becoming and remaining MSHA qualified and trained on the respective “feeder” positions, if any.

1. It will be required of all Control Room Operators to become and remain MSHA qualified and trained in the respective “feeder” positions associated with their job.
2. Notwithstanding the above, employees so qualified on the various “feeder” positions will not be involuntarily placed on overtime lists pertaining to such. However, it is understood that employees so qualified may be required to accept assignment to such feeder positions on an overtime basis in a last choice situation.
3. Employees must declare at the beginning of each calendar year as to whether or not they wish to be on the overtime lists for their respective feeder positions. Once so designated, the employee is bound by the decision for the remainder of the year.

/s/ Monte Morlock

Union Lead Negotiator

5/26/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

5/26/10

Date

MOU #57 Blaster Assignment

MEMORANDUM OF UNDERSTANDING

Blaster Assignment

The Company and the Union mutually agree to create a permanent blaster assignment. The conditions around this assignment are:

- In addition to their bid job duties, the Company will bid one (1) permanent job assignment at the blaster wage rate.
- The bid will be awarded to the senior employee who bids with current qualifications and who possesses all required State and Federal papers and has actually blasted within the past twelve (12) months.
- This employee must remain MSHA qualified for underground work
- Any other person with the appropriate papers will be upgraded to the blaster rate when required to blast

/s/ Monte Morlock

Union Lead Negotiator

6/10/10

Date

/s/ Joan Carpenter

Company Lead Negotiator

6/10/10

Date

MOU #58 Surface Subcontracting Committee (new 6/24/10)

MEMORANDUM OF UNDERSTANDING

Surface Subcontracting Committee

The Company and the Union mutually agree to a trial period of six (6) months beginning on August 1, 2016 to engage in partnership to discuss “No-Names” and review maintenance capability and availability to perform work prior to contracting out. The formation of a discussion group to review the current contracting out process and make recommendations for a high value evaluation process will be worked to allow for:

- 1) Reviewing the work
- 2) Recommend Prioritization of the work
- 3) Understanding the available resources – “volume of work”
- 4) Planning and Scheduling
- 5) Review and make recommendations for the infrastructure for success

Scott Flint – Hourly Maintenance

Keith Tiggs – Area Maintenance Manager

The language in the Collective Bargaining Agreement, Section XXVI, 7, regarding subcontracting will remain unchanged. Any agreement impacting this language, while under this Memorandum of Understanding, would be on a non-precedent setting basis without prejudice to either party.

Either party, Union or Management can end the trial period at any time during the six (6) month trial period by notifying the other party in writing. Any extension of this trial period must be by mutual agreement.

This process cannot interfere with normal operations.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MOU #59 Surface Maintenance Monday-Friday Overtime

MEMORANDUM OF UNDERSTANDING

I. Surface Maintenance M-F Volunteer Overtime List

- a. Employees submit their name to the Maintenance Clerk by Monday 10:00 a.m. if they want to be on the list and considered for overtime for the Westvaco or Granger site (2 lists). Employees may sign up the entire week or individual days within the week. Employees who volunteer for the Weekend Phone also may sign the Volunteer List.
- b. By 1:00 p.m., Monday, the Maintenance Volunteer Overtime List will be posted for each site, Westvaco and Granger individually.
 - i. The order of the list will be from low to high overtime.
- c. Each Maintenance Volunteer Overtime List will go into effect by 3:00 pm, Monday and will remain in effect until 11:01 pm, Friday (excepting weekends with an adjacent holiday).
 - i. Friday holiday – list in effect Mon-Thurs
 - ii. Monday holiday – list in effect Tues-Fri
- d. Employees who do not sign-up for the Maintenance Volunteer Overtime List and have lower overtime hours than the employee doing the work, will be charged with refused hours for any overtime worked from this list unless the employee is already scheduled for work while the overtime hours are being worked.
- e. On the weekend, existing contract language will control.

II. Surface Maintenance Hold-Over Procedures

- a. Offer overtime to Preferred Employees. If refused by Preferred Employees/sufficient resources are not obtained...
- b. Offer overtime to the specific crew (low to high). If refused by crew/sufficient resources are not obtained...
- c. Offer overtime to other crew members within Business Unit (e.g. Sesqui, Mono, etc.). If refused/sufficient resources are not obtained...
 - i. If there is only one crew within a Business Unit (e.g. Bicarb, CCR, etc.), this bullet does not apply
- d. Call employees on the Volunteer List (low to high) for hold-over work. If sufficient resources are not obtained...
- e. Force person on job unless he/she worked 8 hours or more of overtime the previous day. If sufficient resources are not obtained...
- f. Force low overtime employee in the overtime Group

- g. This policy is not intended to supersede MOU #s 10 and 36 addressing forcing Maintenance overtime

III. Surface Maintenance M-F Call-in / Call-back Procedures

- a. Call employees on the Volunteer List (low to high). If sufficient resources are not obtained...
- b. The Company will have the option of forcing employees using contract language.

The implementation of this process will take place one month after ratification.
The Union and the Company agree that if this policy needs changes, the parties will meet and mutually modify.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/24/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/24/2016

Date

MOU #60 Fidelity Enrollment New Hire Auto Enrollment

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding outlines the agreement of the parties regarding the offering of the Fidelity Investment Green Line Program for Green River Bargaining Unit employees.

Beginning in March 2012, Portfolio Advisory Services at Work (PASW), a Managed Account program, will be offered. This individualized program allows an employee to elect to have fidelity manage their account thereby taking advantage of Fidelity's professional financial management expertise.

The Fidelity Investment Green Line program will provide communications, tools, resources, and one-on-one consultations with Green River Bargaining Unit employees,

In return for providing this benefit:

- Newly hired employees will automatically be enrolled in the Savings and Investment Plan (401k) at a deferral rate of 3% within 60 days of employment.
- Employees will be notified of enrollment and at that time will have the option to:
 - Choose a higher or lower deferral rate, or
 - Opt out of the program.
- Once enrolled the deferral rate will automatically escalate 1% per year until a 5% deferral rate has been received.

/s/ Toby Jacquez

HR Manager

2/5/12

Date

/s/ Mike Burd, Acting President

Local Union 13, 214

2/5/12

Date

MOU #61 Long Term Disability Enrollment

MEMORANDUM OF UNDERSTANDING

July 3, 2014

Default LTD Enrollment for New Employees

The Company and the Union mutually agree to the following regarding default enrollment in the Long-Term Disability benefit:

- Effective August 1, 2014, the default LTD benefit enrollment option for newly hired employees will be changed from “Waive Coverage” to “60% of Pay”.

All other benefit enrollments remain unchanged.

/s/ T Jay Kelso

Local Union 13, 214

/s/ Mike DeVolid

Site HR Manager

7/16/14

Date

7/3/14

Date

MOU #63 Surface Maintenance Heavy Equipment Operators

NEW - MEMORANDUM OF UNDERSTANDING

Clarification of Schedule Change Language affecting Surface

The Company and the Union mutually agree to the following guidelines to assure consistency in the application of pay when the scheduled hours of Surface Maintenance Heavy Equipment employees have been modified:

The parties agree this memorandum of understanding does not change contractual language found in Section XII HOURS OF WORK, 7. SCHEDULE CHANGE.

1. In situations where Surface Maintenance Heavy Equipment employees' hours are rescheduled for more than two (2) days to accommodate shutdowns or when additional maintenance work is required on more than one shift, the hours worked outside of the regular schedule will be considered the overtime/premium hours.
2. The regular hours of work will coincide with the regular workday, for example, on the Day Shift those hours would be from 7:00 a.m. to 3:00 p.m.; during this block of time an employee may be assigned to any work assignments for which he/she is qualified.
3. During the hours before and after the regular scheduled hours, if Surface Maintenance Heavy Equipment employees work assignment change, additional callout

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/20/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/20/2016

Date

MOU #64 Maintenance Electricians – 12 Hour Schedule

NEW - MEMORANDUM OF UNDERSTANDING

Mine Maintenance Electrician Shift Addendum *12-Hour Schedule Implementation Guidelines*

The Company and the Union mutually agree to add the following addendum to the Memorandum of Understanding (MOU) dated February 22, 2001 -*12- Hour Schedule Implementation Guidelines*. This addendum is designed to address issues specific to the mine maintenance electricians in the mine maintenance department. The mine maintenance shift electrician 12-Hour schedule will be the same schedule as the operations plant department. All provisions of the February 22, 2001 MOU will apply except for the following:"

Mine Maintenance Shift Electrician 12-Hour Shift Relief

- The mine maintenance shift electrician 12-Hour shift relief will be filled by assignment, at the company's discretion, from the day shift mine maintenance electricians.

Guidelines

- There will be 80 hours of work opportunity per two week pay period.
- Any expansion of the 12-hour shifts beyond the eight initial volunteers will be negotiated.
- Pay and benefits such as jury duty, military duty, holiday pay etc. will be administered based on contract language. When assigned to 12-Hour coverage, pay and benefits will be administered based on the February 22, 2001 MOU.

Initially, mine maintenance electricians will fill these positions by seniority. After the initial period, the mine maintenance shift electricians may stay on the 12 Hour schedule. The shift electrician may not be bumped by a more senior electrician. The Mine Maintenance Belt Control Electrician Commitment is required to secure either a one- or two-year assignment with plant mechanic associated pay adders.

The guidelines established for the mine electrical maintenance department will apply only to this department and will not set precedent for how relief operators will be utilized in any other department or schedule.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/10/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/10/2016

Date

MOU #65 12 Hour Surface Mtc. Shift Relief (3 Days or Less)

MEMORANDUM OF AGREEMENT

Surface Maintenance Granger & Westvaco

October 16, 2014

1. When a 12-hour shift mechanic is unable to work his shift, it is first offered to the off shift mechanic at the location of the vacancy (i.e. Granger or Westvaco), starting with the lowest one on the overtime list.
2. If the off-shift mechanics refuse the overtime or they cannot be contacted, then it should be offered to the “dirty dozen”, starting with the lowest one on the overtime lists for both granger and Westvaco. They are identified on the ot list with a “yes” under the vacation relief column.
3. If all of the off-shift mechanics and the dirty dozen have refused the overtime or they cannot be contacted, then begin asking people on the ot list, starting with the lowest, for the location of the vacancy but only those who are eligible for shift work. This means they have been in maintenance for 2 years and are “b” class or higher.
4. If that proves unsuccessful and no one willingly accepts the overtime, then the lowest off shift mechanic will be forced. If they cannot be contacted, then move down the ot list and force the next low off shift mechanic. If none of the off-shift mechanics can be contacted, then begin forcing the dirty dozen, starting with the lowest.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/10/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
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6/10/2016

Date

MOU #66 Granger Solution Mining Operator

MEMORANDUM OF UNDERSTANDING **Between FMC Corporation and United Steelworkers Local Union 13,214 –** **Granger Solution Mining Operator**

This memorandum of understanding is to outline the agreement between the Company and the Union regarding the position of Solution Mining Operator at Granger.

- Job Title: Solution Mining Operator – Granger
- Rate: A Class with advancement to AA Class upon qualifying on the Granger Utility Operator job
- Schedule:
 - Preferred Schedule - Monday – Friday (7:00am – 3:00pm); per contract language
- General operator requirements
 - Must successfully pass the operator math test
 - Must pass and maintain qualified to wear a half/full face respirator including pulmonary fit testing as required
 - Must possess and maintain a valid driver's license

- Description

The initial responsibilities for this position will be to assist the Technical organization with the start-up of the Solution Mining test facility. The first and most important responsibility will be to keep themselves safe by following safe work practices and procedures, wearing proper personal equipment and looking out for the safety of others and keeping the solution mining facility free of safety hazards. This operator will initially be responsible for cleaning equipment, testing equipment, and preparing the facility for start-up. The operator will also assist in training other operators on the operation. Once startup begins, the operator will be responsible for operating the equipment, monitoring the flows into and out of the wells, recording data, taking in-process samples and data, laboratory analysis, keeping the facility clean, monitoring the condition of the equipment, and adjusting packing on pumps, and other activities necessary as it pertains to the operation, not to expand beyond normal production requirements. This position will also be responsible for communication and coordination with the Granger Control operators to adjust and communicate changes to flows in the test facility. The operator must be able to qualify and operate mobile equipment necessary to perform job duties, including Granger Water truck, forklifts, skid loader, and other equipment operated at Granger, but not to expand beyond normal Production requirements. As the level of activity in the test facility slows down, this position will be responsible for completing assignments within the Granger operating facility to include the plant, mine injection and extraction facility, and the Granger tailings ponds.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/23/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
Green River, WY 82935

6/23/2016

Date

MOU #67 Repair Bid / Qualifications

MEMORANDUM OF UNDERSTANDING

Pump Repair Job Bid/Qualifications

In the interest of maintaining a high-quality maintenance training program, the company and the union agree to implement a progressive testing system for the successful candidate that accepts the Pump Repair bid position. The progressive testing system will work in the following manner:

- A written test and hands on assessment will be given to the employee 90 calendar days and a hands-on assessment with passing criteria will be given after 180, 270, and 365 calendar days, or as soon as administratively possible, from the start of their training for this position. A passing score is 80%.
- Failure to pass the first 90-day segment of this year long evaluation process will lead to permanent removal from the Pump Repair position and the employee will be transferred to general maintenance with the inability to bid on another job for 90 days. Any person that fails any segment of this year long evaluation process after the first 90 days will be returned to general maintenance but not lose their 90-day bidding rights. In both situations, the employee will never be an eligible bidder on the Pump Repair position again.
- Applicants can be A or B class mechanics. If the most senior bidder is a B class mechanic, he will be required to take and pass the A class maintenance test with a score of 90% or higher to be eligible to accept the bid.
- If it is becoming obvious that an employee is unable to perform this job successfully prior to the official testing date, the Company will explain this non-performance to the Union and the employee will be removed from the Pump Repair position and returned to general maintenance with a loss of bidding rights for 90 days and cannot rebid in to this position again.

- This memorandum of understanding is intended to replace the 18-month training program currently in place described in the section Selection of Surface Maintenance Employees for Additional Training of the Collective Bargaining Agreement.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

6/10/2016

Date

/s/ Dawn Cobb

Dawn Cobb
Director, Human Resources
Tronox Alkali Corporation
P.O. Box 872
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6/10/2016

Date

MOU #69 Warehouse Shift Relief Coverage

MEMORANDUM OF UNDERSTANDING

Warehouse Shift Relief Coverage

The relief process in the FMC Warehouse will follow the process outline below.

Section XII #2 covers how the relief will be managed when the on shift persons relief does not show up for work.

For vacancies scheduled in advance of the weekly schedule being posted the vacancy will be covered by a day shift relief employee.

For vacancies that are not scheduled in advance of the weekly schedule being posted the vacancy will be covered with overtime Per Section XII.

Relief Operator will have 24 hours notice before a schedule change.

/s/ T Jay Kelso

T Jay Kelso, President
Local Union 13,214
United Steelworkers of America
AFL-CIO-CLC
P.O. Box 1315
Rock Springs, WY 82902

12/11/2014

Date

/s/ Kimberly Huber

Kimberly Huber
Employee Relations Manager
FMC Corporation
Alkali Chemical Group
P.O. Box 872
Green River, WY 82935

12/11/2014


Date

MEMORANDUM OF UNDERSTANDING

**between
Genesis Alkali
and
United Steelworkers
Local Union 13214**

This memorandum of understanding is to clarify the utilization of leave, specifically Funeral Leave, to individuals in the Summer Hire Student program (hereafter referred to as “Summer hires”).

Summer hires are temporary employees, and except for holidays, are not eligible to use benefits, such as paid time off. **However, summer hires will be eligible for funeral leave, as outlined in Section XXII, without pay.**



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #72 — Clarification of overtime offerings during a vacation period

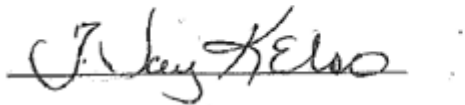
MEMORANDUM OF UNDERSTANDING

Overtime During Vacation Period Clarification

The following memorandum is written to clarify the administration of overtime during a vacation period due to conflicting language in the 2016-2019 Agreement between the Parties.

In order to resolve these conflicts the Parties agree as follows:

1. A vacation period is defined as the days off the employee is normally scheduled to work.
2. A full week's vacation is defined as an entire block of days an employee is normally scheduled to work i.e. three nights on 12-hour shifts.
3. The vacation period for employees working a 12-hour shift shall begin at 7:01 a.m. as defined in Section XII, Paragraph 1(d).
4. If an employee takes a full week of vacation and has not signed a no overtime slip:
 - a. They may be offered overtime, in order of the list, on the days preceding and following their vacation period but may not be forced or charged.
 - b. If they have requested to be called during their vacation period they may only be called after the rest of the overtime list has been exhausted.
5. If an employee takes less than a full week's vacation and has not signed a no overtime slip:
 - a. During their vacation period they may be offered overtime, in order of the list, may not be forced and will only be charged for actual hours worked.
 - b. On the days preceding and after their vacation period they may be offered overtime, in order of the list, but may not be forced. They may be charged up to 8 hours per day (or 12 hours per day for 12-hour shift workers) for refused overtime.
6. The Company may, but is not obligated to, call employees without an NOS slip, The parties agree that since an employee may not be forced to come to work during these days that no grievance accrues to the employee taking vacation if they are not called to work overtime during the vacation period or the days before and after the vacation period.



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Bryan J. Lohstreter
Senior HR Business Partner
Genesis Alkali LLC
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Green River, WY 82935

MOU #73 – Granger Optimization Startup (new 2022)

MEMORANDUM OF UNDERSTANDING

Granger Optimization Startup

Shift Mechanic and Shift Electrician Short Duration Relief

- Short duration relief coverage for plant mechanics will be assigned per the terms of Paragraph D of the Surface Plant Mechanic (Bidding and Assignments) of the Agreement. The Company and Union mutually agree to meet to resolve staffing issues regarding short duration relief if they arise.

Heavy Equipment and Auto Shop Overtime Groups

- The Granger Heavy Equipment and Auto Shop positions will be staffed out of Westvaco Heavy Equipment and Auto Shop Groups.
- The Heavy Equipment Operator at Granger will be included in the Westvaco Heavy Equipment overtime Group.
- The Auto Shop Operator at Granger will be included in the Westvaco Auto Shop overtime Group.

Surface Maintenance Weekend Phone Coverage – Granger

- It is the intent of the Company to provide the necessary MSHA, OSHA and Granger site-specific training to Weekend Phone Coverage for Granger. Westvaco maintenance employees in the Surface Maintenance Weekend Phone Coverage for Granger will also be provided a locker, personal safety equipment and access to tools at the Granger facility.
 - Eight (8) mechanics and four (4) electricians from the Westvaco facility will be asked to volunteer to be part of the Surface Maintenance Weekend Phone Coverage for Granger. If there is insufficient numbers of volunteers, the Company and the Union agree to meet and mutually resolve this issue.
 - The Company and the Union mutually agree that weekend phone pay for the above twelve (12) employees will be **\$35.00 per day** for normal weekend coverage and **\$60.00 per day** for the holiday that falls within a three-day holiday weekend in which the phones are carried at Granger **if the employee is called out on their assigned day(s). If the employee is not called out on their assigned day(s), the weekend phone pay will be \$100.00 per day for normal weekend coverage and \$150.00 per day for the holiday that falls within a three-day holiday weekend in which the phones are carried.**

- The Surface Maintenance Weekend Phone Coverage for Westvaco will be reduced by one phone to four (4) mechanical weekend coverage phones when the target of twelve (12) volunteers has been met.
- Three (3) additional phones will be added for the Surface Maintenance Weekend Phone Coverage for Granger; one (1) electrical and two (2) mechanical.
- Surface Maintenance employees assigned to the Granger facility will be placed on the schedule for Weekend Phone coverage for the Granger facility.
- Westvaco Surface Maintenance employees assigned in the Surface Maintenance Weekend Phone Coverage for Granger will be removed from the Westvaco Weekend phone schedule. These employees will not be required to carry the Westvaco phones but could remain on the Westvaco list at their request.
- Volunteers or employees assigned from the Westvaco Surface Maintenance group to the Surface Maintenance Weekend Phone Coverage for Granger will be B Class rate or higher.
- Consistent with MOU 53, employees providing Weekend Phone coverage at Granger may be permitted to work scheduled weekend overtime for the weekends they are providing phone coverage.
- Overtime worked by the Westvaco Surface Maintenance employees will be included in their Westvaco overtime group totals.

Granger Facility Call-out and Hold Over Stipend

The Company and the Union mutually agree to the following provisions for employees working at the Granger facility as outlined below:


In the event employees being paid the stipend, currently \$20.00, at the Granger facility are called out to work or are held over after their regular shift, the following will apply as to the application of 2P (2 hours straight time pay) travel provisions of the contract (Section XIII, 2B4):

- Employees called out on their scheduled day off will be paid 2P for overtime call out assignments if they provide their own transportation. The stipend is not in effect.

Employees called out or held over in conjunction with their regular scheduled shift will forfeit their stipend but will receive 2P if Company transportation cannot be provided and the employees provide their own transportation.

Granger Emergency Response Team

- Jobs that will be required to be part of PERT will be noted per the requirements of the CBA.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #74 – 12-Hour Addendum – Surface Stores (revised 07/01/2024)

MEMORANDUM OF UNDERSTANDING

12-Hour Schedule for Surface Stores

The Company and the Union mutually agree to add the following addendum to the Memorandum of Understanding (MOU 22) – 12-Hour Schedule Implementation Guidelines dated February 22, 2001. This Memorandum of Understanding is written to address issues specific to Surface Stores in order to achieve cost neutrality on a 12-hour shift schedule.

Overview

The purpose of this memorandum is to state the guidelines under which Surface Stores 12-hour shifts will operate. These guidelines are in addition to the applicable guidelines found in MOU 22. Due to the characteristics of the Surface Stores organization and their work processes, it has become necessary to come to an agreement on different issues than were covered in the above-referenced memorandum.

Shift Start and Stop Times

Due to the situation in Surface Stores with two different start times in one overtime group, the Company and the Union recognize that overtime charging, and overtime filling will be issues that both agree to resolve.

12-hour shift coverage will be required on a 7:00 a.m. to 7:00 p.m., and for 7:00 p.m. to 7:00 a.m. for two (2) crews daily. This is for the shifter positions and relief operators on an as needed basis, to cover scheduled or unexpected vacancies, training, vacation relief, etc.

The schedule will be 12-hour shifts consisting of working three (3) days one week, four (4) days the next as provided in the Memorandum. The schedule must be 12 hours in order to effectively utilize the operator in this position.

Relief operators will primarily work 8-hour schedules; however, may be reassigned to a 12-hour schedule as needed in order to cover business needs. Management will provide advance notice when possible, however, when an employee is a no-show or does not call in then advance notice may not be an option.

Training

Training of a Surface Stores operator may result in the operator being moved from one job to another during the shift. Management reserves the right to reassign operators as training and business conditions warrant.

Overtime

As per MOU 22, no preferred overtime exists, except when a relief doesn't show up. Therefore, overtime will be offered as other overtime, except when a relief is a no-show or has called in with no advance notice. The major concern is covering the job. To facilitate the ability to cover absences the operators have agreed to notify Stores management prior to 3:00 p.m. if they will miss a night shift. The Company will attempt to offer overtime as a complete shift. If complete shift coverage cannot be found, it will be offered as a partial shift, e.g. four (4) hours preferred/other and eight (8) hours other overtime. The Company still retains the right to vacate any part of a shift where lack of coverage or business conditions dictate.

Employees will not be held to the requirement to call in by 3:00 p.m., as outlined in the overtime provision above, so long as employees meet the commitment to cover all shifts. The Company maintains the right to re-instate the overtime provision requirement should an instance occur where a shift does not get covered.

In order to ensure coverage for weekends and holidays the shift workers and relief workers will carry an on-call phone. Day shift workers may volunteer to carry the on-call phone. The method of assigning phone responsibility shall be left to the operators, however, if a vacancy in weekend phone coverage occurs the Company reserves the right to assign the phone(s) to the low-overtime operator(s).

Review of Agreement

Issues that arise will be reviewed by the shift committee. If issues cannot be satisfactorily resolved within 14 days of the committee meeting, either party may cancel this agreement within 30 days' notice.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #75 – Surface Maintenance – 10-hour Shift Trial (new 2024)

Surface Maintenance – 10-Hour Shift Trial

Implementation:

Prior to implementing the trial, the affected area will be polled. If at least 70% of the polled employees approve of proceeding with the trial, the following proposal will take effect.

To evaluate the viability of ten (10) hour shifts in Surface Maintenance, the Company and the Union agree to implement a trial at the Sesqui Plant for current dayshift maintenance crews assigned at Sesqui.

After a six (6) month trial period at Sesqui, the schedule may be considered as an option for Sesqui and other Surface General Maintenance areas if the following has occurred:

- 1. Final approval by the Director of Maintenance and VP of Manufacturing; and,**
- 2. The Union has polled all surface maintenance hourly employees and at least 75% of the employees approve to adopt the new schedule.**

If implemented, the ten (10) hour schedule must meet the Company's expectations of cost neutrality, plant reliability, and operational performance and these parameters will be periodically evaluated. All existing terms of the Agreement apply to this ten (10) hour shift proposal, unless specifically indicated otherwise in the MOU. The parties will work together in good faith to resolve any issues that may arise that have a negative impact on cost or the business as a result of the ten (10) hour schedule implementation. The Company reserves the right to discontinue the ten (10) hour schedule should these parameters not be met to the Company's satisfaction.

Impact:

Layoffs will not occur solely as a result of this trial schedule change. Any force reductions that may result from this schedule change will be accomplished through attrition. This provision does not apply to changes in the number of employees due to the level of the overall business or technological change.

Proposed Schedule:

Shift Times: 7:00 AM – 5:00 PM

The proposed ten (10) hour schedule trial will affect the following Sesqui Maintenance Crews: A-Crew, J-Crew, and N-Crew.

Capacity within each crew will initially be scheduled as follows, however, is subject to change:

| | |
|-------------------------|--------------------|
| | <u>N Crew</u> |
| | Monday |
| | 1/3 Crew Capacity |
| <u>J Crew</u> | Tuesday |
| Tuesday Through Friday | Full Crew Capacity |
| | Wednesday |
| <u>A Crew</u> | Full Crew Capacity |
| Monday Through Thursday | Thursday |
| | Full Crew Capacity |
| | Friday |
| | 2/3 Crew Capacity |

Holidays:

For the work weeks where a recognized holiday falls, employees will revert to a five-day, eight (8) hour schedule. Employees who do not work on a holiday and for whom the holiday was a scheduled day off will receive eight (8) hours of pay at their job classification wage rate. Employees who do not work on a holiday and for whom the holiday was a scheduled workday will receive ten (10) hours of pay at their job classification wage rate. Employees who work on a holiday will receive eight (8) hours of holiday pay plus two (2) times their regular rate for all hours worked up to eight (8) hours in the day. All hours over eight (8) hours will be paid at three (3) times the employee's regular rate.

To qualify, employees must work their last scheduled workday prior to the holiday and their first scheduled workday following the holiday unless their absence is excused by the Company.

Vacation:

Vacation pay will be paid at the employee's regular rate.

Employees working a ten (10) hour schedule may end the year with hours of vacation which do not equal a full shift. Employees may elect to have this time paid out or they may roll it over into the next year. Employees will not normally be allowed to take the hours rolled over as vacation time until they accumulate enough hours to equal a full shift. If an employee requests permission to take vacation "stub" time in advance and if relief is available and no overtime is required, permission may be granted based on business need. Employees who bid to a job with a different shift schedule will be allowed to take the "stub" time as vacation.

Time-off Benefits:

Time-off benefits defined in the Labor Agreement are paid based on an eight (8) hour day. Employees on ten (10) hour schedules may take the number of days defined in the Labor Agreement; however, such employees will be compensated based on an eight (8) hour day.

Pay:

Employees working a ten (10) hour shift will be paid for ten (10) hours at their regular job classification wage rate.

Overtime:**16-Hour Shifts:**

If an employee on a ten (10) hour shift works sixteen (16) consecutive hours, the employee will receive one-hour additional compensation to preserve cost/pay neutrality.

Overtime Administration:

A separate overtime list for Plant Maintenance Shift Workers will be established to support overtime equalization across the department.

Travel Stipend:


Each maintenance employee working the ten (10) hour schedule will receive a \$175 travel stipend each month in lieu of Company provided transportation and 2P. Employees must work at least one (1) day each month to qualify for the stipend. This stipend will supersede all other travel stipends for which an employee may be eligible.

Training Time:

Time spent in Company sponsored training will be paid as a regular shift if the time in training falls on a scheduled workday regardless of the actual time spent in training. Employees who attend training on their regularly schedules days(s) off will be paid for time involved at the applicable rate (overtime for mandatory meetings and straight time for voluntary meetings).

Other:

Either party may discontinue the ten (10) hour schedule by notifying the other of its intent to do so during the trial period. The trial schedule shall, upon notification to the other party, be returned to the preceding schedule as soon as practicable. The Company retains all schedule change rights under the Agreement if implemented after the trial.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

MOU #76 – Westvaco Mine – 12-hour Shift Trial (new 2024)

Westvaco Mine – 12 Hour Shift Trial Proposal

Implementation:

Prior to implementing the trial, the affected areas will be polled. If at least 70% of the polled employees approve of proceeding with the trial, the following proposal will take effect.

To evaluate the viability of twelve (12) hour shifts in the Mine Department and Mine Maintenance Department, the Company and the Union agree to implement a trial in several Mine areas. After a nine (9) month trial period, the schedule may be considered as implemented, if the following has occurred:

- 1. Final approval by the Director of Mine Operations and VP of Manufacturing; and,**
- 2. The Union has polled all affected Mine Department and Mine Maintenance Department hourly employees and at least 75% of all polled employees approve to adopt the new schedule.**

If implemented, the twelve (12) hour schedule must meet the Company's expectations of cost neutrality, reliability, and operational performance and these parameters will be periodically evaluated. All existing Agreement terms apply to this twelve (12) hour shift proposal, unless specifically indicated otherwise in the MOU. The parties will work together in good faith to resolve any issues that may arise that have a negative impact on cost or the business as a result of the twelve (12) hour schedule implementation. The Company reserves the right to discontinue the twelve (12) hour schedule should these parameters not be met to the Company's satisfaction.

Impact:

Layoffs will not occur solely as a result of this trial schedule change. Any force reductions that may result from this schedule change will be accomplished through attrition. This provision does not apply to changes in the number of employees due to the level of the overall business or technological change.

Proposed Schedules:

The initial trial will consist of shift schedules that are twelve (12) hours in duration. The trial schedules will be a series of days worked that are either five (5) or four (4) consecutive days in duration with a series of days off that are five (5) or four (4) consecutive days in duration. Similar schedules will be used in the three (3) areas of the Mine. Each schedule consists of four (4) groups and provides 24-hour, 7-day coverage for the mine operation.

For this trial, there will be three (3) Areas or segments of Areas participating. Each Area will have its independent set of groups. Production, Services and Maintenance are the three (3) Areas, each with its own schedule and groups. Mine Production will include all Mine Production employees divided into four (4) groups. Mine Services will include a selection of Mine Services employees divided into four (4) groups. Mine Maintenance will include a selection of Mine Maintenance employees divided into four (4) groups. Each Area will run a schedule that is aligned, but the groups will be distinct, by Area (i.e., Mine Services will have an A, B, C, and D group, Mine Maintenance will have a separate A, B, C, and D group, etc.).

To facilitate resourcing for downshift work, the groups in Areas will be staffed at different levels.

Shop Maintenance and Services Crews not directly affiliated with belt operation will not change their schedule. More clearly, this includes the electricians and mechanics in the Mine Shop, and Mine Services employees that currently work the preferred, non-rotating M-F schedule (i.e., Cagers, Jeep Drivers, Bit Grinders, Shaft Attendants, etc.).

These 12-hour employees are not Shift Workers as defined in the CBA.

Administration:

For the trial period, the language in MOU #22 will serve as the guideline. Excluding Items: Overview, #1, #20, and #23.

Holidays:

Holidays are celebrated on the day they land on the calendar. Holidays will follow the same rules defined and used for 12-hour shifts currently at the site. Holiday work is governed by the language in MOU #22, item 10.

Time-off Benefits:

Time-off benefits are governed by the language in MOU #22, item 16.

Overtime:

Overtime may become available and will be offered to the low, qualified, available person. Work on Production jobs will be offered to Production employees, if no Production employees accept the offered overtime, qualified, available Mine Services employees will be asked. Overtime work on Mine Services jobs will be offered to Mine Services employees, if no Mine Services employees accept the offered overtime, qualified, available Production employees will be asked. This cross-area overtime can only be offered if the area overtime list has been exhausted and attempts to offer were made to all available employees.

Standard Overtime rules will apply for charging, tracking, and equalization of overtime hours. Cross-area overtime will be charged similarly, the exhausted area employees will be charged the refused hours paid the replacement and the refused hours in the providing area will also be charged the hours paid the replacement as well as the employee that accepts the assignment.

Additional Provisions:

Downtime work assignments can occur at any time and on any shift. During these downtimes, planned or unplanned, Services and Production employees will execute work as assigned, even if the work is outside their current bid classification. The employees will execute any work for which they have been task trained; training for those tasks will be provided and documented.

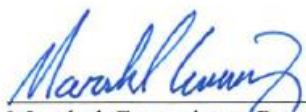
As one example: if a power move is needed in a CM section, the CM crew, or some part of that crew, may be assigned to work with other Production and/or Services employees to move that section's power.

There are a few Mine jobs that already work a 12-hour schedule. These groups are not part of this trial. However, these workers (Hoistmen and Belt Control Electricians) will transition, for the duration of the trial, from their current 'Dupont 12-hour' rotation to the '5-4-4-5' rotation. If the trial ends and is not implemented, these workers will return to the Dupont 12-hour rotation.

Services Weekend Phone process will continue for the trial and will be evaluated for effectiveness as part of these changes. Mine Maintenance Weekend Phone process will continue.

Other:

Either party may discontinue the twelve (12) hour schedule by notifying the other of its intent to do so during the trial period. The trial schedule shall, upon notification to the other party, be returned to the preceding schedule as soon as practicable by keeping crews as whole as possible with minimal disruption to the business and recognition of job bids held by each employee impacted. The Company retains all schedule change rights under the Agreement if implemented after the trial.



Marshal Cummings, President
Union Local 13214
United Steelworkers



Tamara Fennell, HR Director
Genesis Alkali LLC

Date of Signing: 10/21/2024

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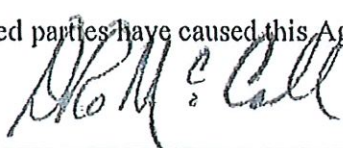
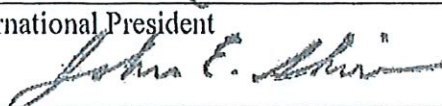
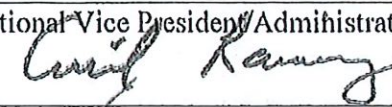
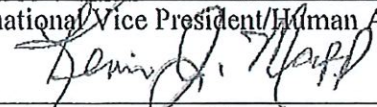
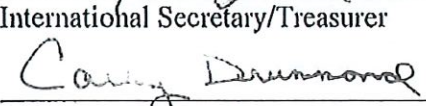
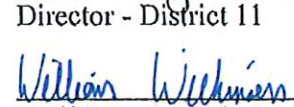
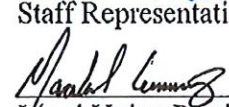
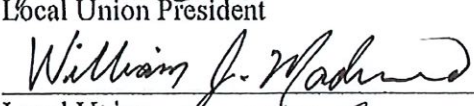


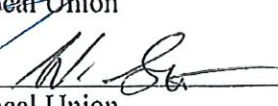

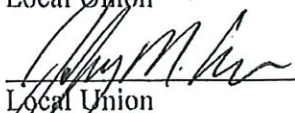
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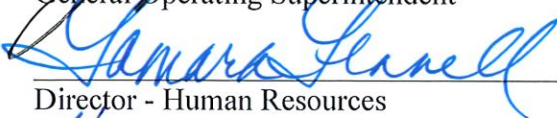

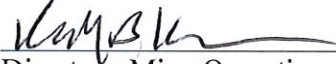
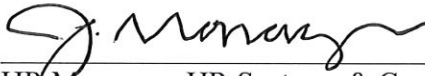

UNITED STEEL WORKERS - AFL-CIO-CLC
ON BEHALF OF LOCAL UNION 13214
Signature Page

The undersigned parties have caused this Agreement to become effective.

| | | |
|---|---|----------------------|
| By:  | _____ | D.R. McCall |
| | International President | |
| By:  | _____ | Emil Ramirez |
| | International Vice President/Administration | |
| By:  | _____ | Kevin J. Mapp |
| | International Vice President/Human Affairs | |
| By:  | _____ | John E. Shinn |
| | International Secretary/Treasurer | |
| By:  | _____ | Cathy Drummond |
| | Director - District 11 | |
| By:  | _____ | William Wilkinson |
| | Staff Representative | |
| By:  | _____ | Marshal Cummings |
| | Local Union President | |
| By:  | _____ | William Madura |
| | Local Union | |
| By:  | _____ | Christopher Schaefer |
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| By:  | _____ | Anthony Knezovich |
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| By:  | _____ | William Smith |
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| By:  | _____ | Jeffrey Curran |
| | Local Union | |

Genesis Alkali LLC
Signature Page

The undersigned parties have caused this Agreement to become effective.

| | |
|---|-----------------|
| By:  | Fred von Ahrens |
| Vice President - Manufacturing | |
| By:  | Terry Harding |
| Vice President - Finance, IT, & Procurement | |
| By:  | Joseph Vasco |
| General Operating Superintendent | |
| By:  | Tamara Fennell |
| Director - Human Resources | |
| By:  | Kristin Casey |
| Labor Relations Manager | |
| By:  | Rolando Faria |
| Director - Surface Maintenance | |
| By:  | Richard Kramer |
| Director - Mine Operations | |
| By:  | Jamie Monagle |
| HR Manager - HR Systems & Communications | |
| By:  | Erin Cartwright |
| Director - Compensation & Benefits | |