

**MOU #78 – Timekeeping Practices for Donning & Doffing of PPE and Certain Shift Relief
(new 2025)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between WE Soda Alkali LLC (f/k/a Genesis Alkali LLC; "WE Soda" or the "Company") and United Steelworkers Local Union 13214 (the "Union") (Company and Union collectively referred to herein as, the "Parties") for the purpose of memorializing the Parties' agreement regarding the resolution of wage-related issues arising from unpaid donning, doffing and relief time and the implementation of modified measures.

1. Background

The Company identified, and the U.S. Department of Labor ("DOL") reviewed, a pay practice involving uncompensated time for donning and doffing personal protective equipment ("PPE"), as well as shift relief responsibilities. To resolve the concerns, the Company voluntarily entered into a DOL-supervised settlement under 29 U.S.C. § 216(c).

This MOU sets forth the Union's acknowledgment and acceptance of that process, confirms the resolution of all related concerns, and incorporates an agreed-upon change to timekeeping practices going forward.

2. DOL-Supervised Settlement of Back Wages

- The Company will compensate affected employees for unpaid compensable time, including any applicable overtime, in accordance with the DOL-supervised process.
- Employees will receive individualized wage determinations from the DOL (e.g., via Form WH-60) and will have the opportunity to review and sign waivers acknowledging receipt of payment and releasing any FLSA claims for the relevant period.
- The Union acknowledges that this process fully resolves all wage claims under the FLSA related to relief time for the past two years as identified by the DOL, and any grievances related to donning and doffing.

3. Grievance Status

The following grievances are related to time not compensated for donning, doffing and/or relief time:

Grievance Numbers
CA-24-057
CA-24-058
CA-24-164

SM-25-118
GP-25-119
ELD-25-121
ELD-25-122
ELD-25-123
ELD-25-124
ELD-25-131

These grievances are deemed resolved, dismissed with prejudice, and withdrawn by this MOU. The Union confirms that there are no other open grievances, controversies or disputes regarding uncompensated donning, doffing and/or relief time. The Union agrees not to file or support any grievance or contractual claim relating to the same issue for the covered period.

4. Implementation of Revised Timekeeping Policy

To prevent recurrence of this issue, the Company will implement a revised timekeeping policy effective [insert date], attached hereto as Attachment A (“Timekeeping Policy”). The Union acknowledges review and agreement with the revised policy.

The Company will provide a copy of the Timekeeping Policy to all employees and supervisors and conduct appropriate training to ensure compliance.

5. Mutual Acknowledgment and Labor-Management Cooperation

The Parties agree that:

- This MOU documents the complete resolution of wage and labor-management issues associated with the donning/doffing and relief time pay practice during the applicable period;
- The Union supports the DOL-supervised process and the Company’s corrective actions;
- The Parties remain committed to ensuring compliance with wage and hour laws and the collective bargaining agreement.

Nothing in this MOU waives the Union’s right to bargain over future changes to terms and conditions of employment not specifically addressed herein. This MOU reflects a cooperative effort between the Parties to ensure fair compensation and continued compliance with applicable law.

For WE Soda Alkali LLC:

Name: Robert Alfonso
Title: V.P. Manufacturing
Date: 1/16/26

For United Steelworkers Union Local 13214:

Name: Mike
Title: President
Date: 1/16/26

Attachment A: Timekeeping Policy – [Effective Date]