

## **EXHIBIT 2**

## **MOU #77 - Overtime Administration and Equalization (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 (“Union”) (Company and Union collectively referred to herein as “the Parties”) for the purpose of resolving the surface production overtime dispute and establishing agreed-upon, forward-looking overtime administration terms.

#### **1. Purpose and Background**

The Parties have been engaged in an ongoing dispute regarding the administration and equalization of overtime in surface production, including matters previously addressed through grievances and arbitration awards. In the interest of stability, efficient operations, and labor-management cooperation, the Parties desire to resolve this dispute and change overtime administration moving forward as further outlined herein.

#### **2. Resolution of Dispute and Grievance Closure**

The Parties agree that this MOU, together with the Parties’ Settlement Agreement executed concurrently herewith, constitutes a full and final resolution of all grievances, disputes, and claims arising from and/or relating to the administration of surface production overtime and the “80/20 overtime dispute,” including those grievances identified in Exhibit 1 to the Parties’ related Settlement Agreement.

All such grievances shall be deemed fully resolved, withdrawn, and waived as of the Effective Date of the Settlement Agreement, and no additional grievances shall be filed relating to the resolved dispute.

#### **3. Discontinuation of 20% of Equalization Requirement**

Effective as of the Effective Date of this MOU, the prior contractual requirement that overtime in surface production be equalized within a 20% spread is permanently discontinued. This change applies prospectively only and shall not create any retroactive entitlement, remedy, or liability.

#### **4. Implementation of Revised Overtime Administration**

The Parties agree that overtime administration in surface production shall be exclusively governed by the Amended and Restated Section XIII—Overtime, attached to this MOU as Attachment A, which supersedes prior overtime administration provisions applicable to surface production groups.

The Parties further agree that:

- The revised overtime administration terms will be implemented beginning on the Effective Date of this MOU;

- The revised overtime process shall be subject to a trial period starting on the Effective Date of this MOU and ending on March 31, 2026 (“Trial Period”);
- During the Trial Period, the Parties will meet in good faith to address any implementation or administration issues and any unintended consequences to the extent that they arise in connection with the adoption of the policy set forth on Attachment A;
- If no such issues arise during the Trial Period or if the Parties do not reach mutual agreement on proposed modifications at the conclusion of the Trial Period, then Attachment A shall remain in effect unchanged. Notwithstanding anything herein to the contrary and for the avoidance of doubt, (i) any changes to the terms set forth in Attachment A as of the Effective Date must be reflected in an amendment thereto signed by the Parties in order to be valid and (ii) regardless of the outcome of the Trial Period, the Parties expressly agree that the former 20% spread requirement will not be reinstated.

Attachment A, as may be modified as further set forth herein, shall be incorporated into the Collective Bargaining Agreement at the next scheduled contract bargaining in 2029.

## **5. Relationship to Settlement Agreement**

The Parties acknowledge that this MOU is incorporated into the Settlement Agreement resolving the 80/20 overtime dispute in consideration of the resolution contemplated therein and herein. This MOU remains an independent labor agreement enforceable under the Parties' collective bargaining agreement.

## **6. Integration**

This MOU constitutes the complete understanding between the Parties regarding the subject matter herein and supersedes any prior discussions, proposals, understandings, and agreements whether oral or written, concerning the same subject matter.

## **7. Effective Date**

This MOU shall be effective upon execution by both Parties and shall remain in effect unless modified by mutual written agreement consistent with applicable bargaining obligations.

*SIGNATURE PAGE FOLLOWS*

For WE SODA ALKALI LLC:



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Name: Oguz Erkan

Title: President & CEO

Date: December 19, 2025

For UNITED STEELWORKERS LOCAL UNION 13214:



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Name: Marshal Cummings

Title: Union President

USW Local No. 13214

Date: \_\_\_\_\_

Attachment A: Amended Section XIII—Overtime (Effective 12/22/2025)

**ATTACHMENT A**  
**TO MOU #77**

## 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.

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###### 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.

- 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 within surface maintenance and the mine 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 surface maintenance and mine overtime groups.

### **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.
- d.** An employee in surface production will not be considered bypassed, as defined below, under the following circumstances:
  - a.** Overtime for training purposes.
  - b.** The employee is currently on an approved leave of absence at the time the overtime opportunity was filled or worked.

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- c. If the bypass was discovered and corrected prior to the overtime being worked.
- d. Any overtime that has been filled using the non-qualified volunteer list.

## C. Definitions

### 1. Preferred Overtime

- a. Surface Maintenance, Stores, Acid Cleaners, bid yard crew positions, and non-qualified work – 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.
- 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 bidden 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 bidden 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.
5. Bypass – occurs in surface production when the Company did not attempt to offer the available qualified employee with the fewest recorded overtime hours the opportunity, and another employee with greater hours works the opportunity subject to the general overtime guidelines.

#### **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.

For surface production, the totality method will be used. The overtime list shall be updated as overtime is assigned. Members will have “view only” access to the list. The Company shall maintain call-out records for the current and previous year, and these records shall be available to the Union upon request.

#### **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.

##### **4. Surface Production:**

- a. Method of offering overtime:
  - i. Qualified Work:
    1. Overtime shall first be offered to the available qualified employee(s) with the least amount of charged overtime hours within the applicable overtime group.
      - a. Two shifts in a row will be offered if an employee is available for both shifts.
  - ii. Non-qualified work, volunteer list:
    1. Two lists will be maintained, one for Westvaco surface work, and one for Granger surface work.
    2. Employees that would like to sign up as volunteers for non-qualified work will have until 3:00 pm on Thursday to sign up for the following week.
    3. Employees can sign up as far ahead in the calendar year as they would like but cannot sign up for a day that would impact their ability to work already scheduled shifts.
    4. The non-qualified volunteer list will be called prior to a specific overtime group's non-qualified list.
- b. Remedy for bypassed employees:
  - i. An employee found to be bypassed, shall be compensated at the applicable overtime rate for the missed opportunity, provided they were available and qualified at the time the overtime opportunity was filled and worked.
  - ii. The missed overtime hours will be added to their overtime record for tracking purposes.