

**AGREEMENT  
BETWEEN  
MONUMENT CHEMICAL KENTUCKY, LLC  
AND  
SEIU DISTRICT 32BJ  
UTILITIES  
POWERHOUSE AND  
WASTE WATER**

**BRANDENBURG, KENTUCKY FACILITY**

**EFFECTIVE AUGUST 31, 2024 - AUGUST 31, 2027**

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**This Agreement made and entered into by and between Monument Chemical Kentucky, LLC, hereinafter referred to as "Company", and the SEIU District 32BJ ("Union" herein), and sets forth the following agreement regarding the Brandenburg, Kentucky Plant. Where the male gender is referred to in this Agreement, it shall also mean and include the female gender.**

## **ARTICLE 1 - Recognition of Union**

### **Section 1 - Collective Bargaining Unit**

**The Company hereby recognizes the Union as the exclusive collective bargaining representative for employees that from time to time occupy the classifications related to the Utilities, (Powerhouse and Waste Water), at the Brandenburg, KY plant. All other employees are excluded. Nothing in this Agreement shall be construed to mean that any work is or may become the exclusive right of any employee or classification of employees represented by the Union.**

**Employees of the Company, who are not covered by this Agreement, will not perform work for which contract wage rates are established except in cases of emergency or work of a de minimis nature. An emergency as used herein shall mean any situation in which the continued operation of the plant is jeopardized.**

### **Section 2 - Union Security**

- A. Notwithstanding anything to the contrary, this Section shall not be applicable if all or any part shall be in conflict with the applicable law, however, if all or any part of this Section becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this Section held valid shall immediately apply.**
- B. To the extent permitted by law, the Company agrees that all present employees represented by the Bargaining Unit must, as a condition of continued employment, become members of the Union within thirty (30) calendar days from the effective date of this Agreement, or any change in applicable law, and remain members in good standing for the duration of the agreement.**
- C. To the extent permitted by law, the Company agrees all new employees who come within the bargaining unit represented by the Union, must, as a condition of continued employment, within thirty-one (31) days from date of employment, or transfer, become and remain members of the Union in good standing for the duration of this agreement.**

### **Section 3 - Dues Deduction and Political Contributions**

**The Company, where so authorized and directed by an individual employee in writing, will deduct local Union dues and initiation fees in the amount specified, on such form from the wages of such employee and remit the same each pay period, to the local Union, subject, however, to the following terms and conditions:**

- A. The authorization and direction form shall be operative only when permanently filed with the Company through its Manager of Human Resources.**
- B. If authorization and direction form is filed on or before the close of the first full pay period of the calendar month, such deduction shall be made from that pay period. If it is not filed before the end of the first full pay period of the calendar month, deductions shall commence with the first full pay period of the following month.**
- C. Deductions shall be made each pay period. In the event that the employee has insufficient funds during this deductible pay period, such deductions will be made at the next succeeding deductible pay period in which he has sufficient pay.**

**Any employee who allows his membership to lapse by nonpayment of dues shall be given due notice by the Union by Registered Mail with a copy in like manner to the Company, and shall within fifteen (15) days of the receipt of this notice, re-establish his membership. Should he fail to do so, he shall be suspended from employment for thirty (30) days. If, at the end of this suspension period, the employee has not re-established his membership, his employment shall be terminated, if requested by the Union.**

**For the purpose of this Article, the determination of whether or not an employee is or has been a member of the Union shall be based on presentation to the Company of proper evidence of membership.**

- D. Any contention by an employee that deduction and payment over of his dues is invalid by reason of his failure to execute the form or by reason of the circumstances surrounding his execution of the form, shall be subject to final and binding decision by arbitration as provided for under the final step of the Grievance Procedure under Article 7.**
- E. The Company agrees to deduct and transmit Political Contributions, in the amount specified for each week worked, from the wages of those employees who voluntarily authorize such contributions, to the Treasurer of the appropriate Union Local. Forms for the purpose of such voluntary**

authorization will be provided. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for who such deductions have been made, and the amount deducted for each such employee.

#### **Section 4 - Indemnity**

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken by the Company in complying with any of the provisions of this article. The term "Union" as used in this indemnity agreement shall be construed to mean SEIU District 32BJ.

### **ARTICLE 2 - Union Activity and Responsibility**

#### **Section 1 - Union Activities**

The Company recognizes and will not interfere with the right of employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will, on Company time, engage in any Union activity, nor engage other employees in such Union activity while such employees are on Company time. There shall be no solicitation of employees for Union membership or dues during working time and in work areas.

#### **Section 2 - Bulletin Boards**

The Union may place one bulletin board in each operational unit of the plant in a mutually agreeable location. Material placed on the board shall not be of a political or controversial nature. All such notices are to be signed by the Business Manager or Steward.

#### **Section 3 – New Hire Orientation**

The Chief Steward or his designee will be scheduled a reasonable amount of time, not to exceed 30 minutes, to meet new bargaining unit members during new hire orientation. In the event the Chief Steward or designee is scheduled off he will designate a replacement that is on shift during orientation.

#### **Section 4 – Union Time Off**

The Company will make reasonable efforts to allow union stewards unpaid time off from work to conduct union business with at least two weeks' notice.

## **ARTICLE 3 - Management Responsibility**

### **Management of Plant**

**Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work, to include the completion and signature of work permits; to promote, demote, and transfer employees; to set reasonable standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract or contract out work; to close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise reasonable policies, reasonable rules, and reasonable regulations, and reasonable practices (including drug testing/substance abuse and attendance). The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.**

**While the Company is committed to the principle that work will not be contracted out for the purpose of laying off employees or eroding the bargaining unit, it may use contractors for reasons such as supplemental staffing during leaves of absences, non-sustainable work or other special projects. If the use of such contractors is anticipated to exceed 30 calendar days, then the contractor will be required to work the shift schedule when applicable. If the use of the contractor exceeds 90 days, then the Company and the Union will meet to discuss the reason for such contractors, their anticipated continuation and the practicality of continuing the shift schedule when applicable. The Union reserves the right to grieve the issue of bargaining unit erosion.**

## **ARTICLE 4 - Strikes and Lockouts**

### **Section 1 - Union Responsibility**

The Union (its officers, agents, and members) agrees that for the duration of this Agreement it will not call, participate in, or authorize any type of sit-down, stoppage of work, sympathy strike, or any acts of any nature which interfere with production, or any picketing of any kind or form whatsoever, however peaceable.

In the event of an unauthorized violation of the above, the Union shall as soon as practicable, immediately after notice from the Company, advise its members that such action is unauthorized, not instigated, aided or condoned by the Union, and is in violation of this Agreement. The Union will advise its members to go back to work, notwithstanding the existence of any picket line. Any employee that fails to do so will be subject to disciplinary action up to and including termination of employment.

### **Section 2 - Company Responsibility**

The Company agrees that for the duration of this Agreement there shall be no lockout of bargaining unit members.

## **ARTICLE 5 - Seniority**

### **Section 1 - Seniority**

The Company recognizes seniority dates (both departmental and plant seniority) for members of the bargaining unit as such dates existed at the Brandenburg manufacturing facility as of December 27, 2012. Employees that were not employed at 2450 Olin Rd., Brandenburg, KY as of that date will be given seniority based upon the rules set forth below. The Company will publish a seniority roster by department. It will be written to reflect departments and lines of progression as they appear on Exhibit A.

#### **Department Seniority Numbers**

Departmental Seniority is used for progression, layoff and recall, and shall be computed by the day, month and year of his last and current employment in a particular department of the Company. Length of service within a specific department will be reflected by the appropriate department seniority number. The employee that has been working continuously in the department the longest will have the seniority number of 1. The employee with the next longest continuous service in the department will have the seniority number of 2 and so on. Employees who leave the department, except for temporary assignments of reasonable duration, will lose their seniority number and will be awarded the next seniority number in line when they return.

## **Layoff & Recall**

If a workforce reduction becomes necessary, resulting in the displacement of bargaining unit employees, such displacement will be made on the basis of departmental seniority dates, with the least senior employee(s) in the department being displaced.

In the event of a recall the laid off employee(s) shall be recalled to their prior department in order of departmental seniority during the time that they have recall rights, provided they are deemed physically capable of performing such work.

## **Progression, Promotions, & Demotions**

Employees will progress to vacancies in higher classifications within their department based on department seniority numbers. The employee with the lowest department seniority number will be the individual required to progress to the higher classification with the opening. All employees will complete training as required to accept promotion within the line of progression in their respective department. An objective noncompetitive test will be given to determine whether the individual has the necessary job knowledge to accept promotion or transfer. The test shall be completed in a reasonable length of time as determined by the Supervisor and Steward. An employee who is disqualified from a position may return to his/her prior position one time during his/her career without loss of seniority. Any subsequent disqualifications will result in the employee returning to the lowest classification of the unit without loss of seniority.

The person who is promoted will maintain their current rate of pay or receive the rate of pay for the new position whichever is lower during the training period for the new position.

## **Plant Seniority**

An employee's plant seniority shall determine vacation eligibility and service awards and shall be computed from the day, month, and year of his last and current employment at the Company or its predecessor employer's at the Brandenburg, KY location.

Plant and Departmental Seniority will terminate in the cases of:

1. Discharge for cause
2. Voluntarily quit
3. Layoff due to lack of work that exceeds length of service with the Company, or 24 months, whichever is less

4. **Failure to begin work upon the specified date, or no later than one week, after notification of recall**
5. **Failure to report at the conclusion of an approved leave of absence and**
6. **Subject to limitations under federal or state law, any unpaid leave of absence in excess of one year.**

**An employee who is absent from the plant due to illness or injury shall retain the right to return to his own position, provided he returns within 12 months of his first day of absence. He will retain recall rights within his unit for the length of his service with the Company or 24 months, whichever is less, from his first day of absence.**

### **Section 2 - Job Openings**

**All available hourly, entry-level openings will be sourced by the Company in accordance with applicable recruiting guidelines.**

**The Company retains the right to determine the qualifications necessary to staff positions in new units and to determine to what degree those qualifications must be met.**

**Subject to the limitations of this Agreement, the Company will establish the lines of progression, job classifications, pay grades, hours of work, and job content for new production units. Should the Union desire to challenge the newly established pay grades, it may do so via the grievance procedure in Article 7.**

**The person who is promoted through the progression system or is the successful applicant for a new position will maintain their current rate of pay or receive the rate of pay for the new position whichever is lower during the training period for the new position. A successful candidate may only apply to another job within a year's period, if for a job with a higher wage rate, to a day job, or back to a job from which he had been cut back.**

**When a vacancy occurs on an eight (8) hour shift schedule, such vacancy will be offered to the senior employee qualified or qualifiable for that vacancy.**

### **Section 3 - New Positions**

**For the creation of new positions in the Bargaining Unit:**

- A. **Successful candidate(s) will be determined in accordance with Article 5, Section 2 on job openings.**
- B. **When a new classification is established by the Company, or the**

duties of an existing classification are changed substantially or jobs combined by the Company so as to warrant a rate adjustment, the Company will establish a rate of pay. Should the Union desire to challenge the rate, it may do so via the grievance procedure in Article 7.

#### **Section 4 - Temporary Assignment/Transfers**

Temporary assignment may be made without reference to seniority and will be made on the basis of qualification and availability. Assignments of temporary duration will not exceed 180 days and will not result in the loss of departmental seniority or pay.

#### **Section 5 - New Employees**

New employees and former employees hired without reinstatement for credited service will be regarded as probationary employees until they have reached 120 consecutive days of employment. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by management, or transferred or promoted without regard to the relative seniority of other probationary employees. Such employees, who continue in the service of the Company after their first 120 consecutive days of employment, shall receive full seniority credit from date of hiring at the beginning of the probationary period. The Union agrees that in cases where management feels that 120 days probationary period has not been sufficient, management's request for a specific extension of the period will be considered and consent will not be unreasonably withheld.

### **ARTICLE 6 - Hours of Work**

#### **Section 1 - Work Day and Work Week Defined**

For the purpose of computing overtime, eight (8) hours for an 8 hour shift and twelve (12) hours for a 12 hour shift shall constitute the work day and forty (40) hours the work week. The work week shall start at 12:01 am each Monday and end at midnight on Sunday. For workers on a 12 hour shift schedule, the work week shall start at 5:30 a.m. each Monday and end at 5:30 a.m. the following Monday.

Shift schedules for shift workers shall be as follows, except as otherwise modified by the Company:

Eight (8) hour rotation:

1 <sup>st</sup> shift	8:00 a.m. – 4:00 p.m.
2 <sup>nd</sup> shift	4:00 p.m. – 12:00 a.m.
3 <sup>rd</sup> shift	12:00 a.m. – 8:00 a.m.

**Twelve (12) hour rotation:**

**Day shift            5:30 a.m. – 5:30 p.m.**  
**Night shift         5:30 p.m. – 5:30 a.m.**

**Reporting time for Eight (8) hour day workers will be their posted schedule.**

**It is understood that the Company utilizes schedules that may differ from this norm and may modify these schedules from time to time as business needs necessitate. It is the intent of this Section to establish a schedule for work, but it is not the intent of this Section and it shall not be so construed as to guarantee any amount of work.**

**The Memorandum of Understanding between the parties regarding "Terms and Conditions of the Twelve-Hour Shift Schedule" will be incorporated as an Attachment.**

## **Section 2 - Overtime**

**Time and one-half the regular hourly rate set forth in Article 12, shall be paid for all hours worked in excess of eight (8) hours for an 8 hour shift, and twelve (12) hours for a 12 hour shift in any one work day, or for all hours worked in excess of forty (40) hours in any work week, or for all hours worked in excess of the base schedule for 12 hour employees in any work week provided the employee works all of the hours of his base schedule. No pyramiding of overtime shall be allowed. Two times the regular hourly rate (double time) will be paid for work performed on the seventh consecutive day when work has been performed (at least one hour) on each of the six (6) preceding days provided, however, a day paid as a seventh day will not count toward any additional seventh day calculation. All overtime pay will be computed based on any applicable shift differential.**

**Employees required to work beyond the conclusion of their normal work period will be paid at the highest applicable rate (not including shift differential) reached during this work period and such rate shall continue until the employee is relieved.**

**Except in cases of emergency, when an employee has worked 16 hours in a 24 hour period, he will be sent home and will not be eligible for call-in until he has had 8 consecutive hours off.**

**If an employee's regularly scheduled shift is to commence within that 8 hour break, then one of the following will apply:**

- a. If more than 50% of his regularly scheduled shift remains at the conclusion of the 8 hour break, the employee shall return to work and he will be paid straight time rate for any regularly**

scheduled hours he missed due to this break.

- b. If less than 50% of the shift remains at the conclusion of the 8 hour break, he may be called to return after he has had 8 consecutive hours off and he will be paid straight time rate for any regularly scheduled hours he missed due to this break, and time shall be counted as time worked for purposes of computing overtime.

No employee shall be required to lay off from his regular schedule to avoid payment of overtime.

### **Section 3 - "On Call", Call-in & Scheduled Overtime**

An employee (including vacation relief) may be designated as "on call" on the posted shift schedule and will be responsible for providing call-in relief for vacancies for that shift. The Company will utilize the person designated as "on call" for the last job worked. The employee "on call" must be available from one hour before until one hour after shift change and reachable with contact information provided, and able to work if needed. In the event that, during the term of this contract, a pattern of absences develops among any employees working on shift beyond the one-hour time period for on-call which leaves the Company vulnerable to be understaffed, then the Company may take appropriate disciplinary action regardless of paid time being used. If the employee is unavailable while on-call, this will be considered an unexcused absence and may result in discipline except for any incident with a valid doctor's excuse. Employees may arrange to exchange "on call" responsibility with others with the approval of their Shift Supervisor. Contact information for the coverage should be provided for each exchange.

An employee called in for work outside his regularly scheduled hours, and after having left the plant premises, will receive total pay of not less than four (4) hours pay at time and one-half or the applicable premium rate, whichever is greater, whether or not they work the full four (4) hours. When applicable, shift differential will be paid in addition for the hours worked. Only the hours actually worked shall be used in computing overtime.

An employee may be scheduled for overtime work based on the needs of the company. Employees who are scheduled for overtime and report shall be guaranteed four hours' work or four hours' pay at the applicable rate. Any scheduled overtime that is continuous with a regular work period (immediately before or after) is not subject to this guarantee.

If extra work cannot be completed by the employees on shift then it will be offered to the employee "on call," then to the employee scheduled "off" in that position, then to the most senior qualified employee in the department who is available, with those on vacation being offered the

extra work last. If not accepted, the junior qualified employee(s) in the department who is in the plant may be required to cover the extra work.

If for any reason an employee is deprived of overtime work due to misassignment, he shall be paid only the premium portion for the hours involved in the misassignment.

#### **Section 4 - Reporting Pay**

An employee who is scheduled to report for work and who in accordance with such schedule does report for work shall be guaranteed four (4) hours work or four (4) hours pay at the applicable rate.

If the employee is notified four (4) hours or more in advance not to report to work, the foregoing guarantee will not apply.

#### **Section 5 - Shift Differential**

Employees regularly assigned to 8-hour shift work will be paid a shift differential on actual hours worked of \$.50 for the 2<sup>nd</sup> shift beginning at 4:00 p.m. and \$.75 for the 3<sup>rd</sup> shift beginning at midnight. Any employee other than a regular shift worker working more than two hours as a continuation of his regular work period will be paid the applicable shift differential.

Employees regularly assigned to 12-hour shift work will be paid a shift differential on actual hours worked of \$.75 for the Night shift.

#### **Section 6 - Employee Rest Break**

Day employees will be allowed one fifteen minute rest break during the 1<sup>st</sup> four hours worked in an 8-hour shift and one fifteen minute rest break during the last four hours worked during an 8-hour shift, including all necessary clean up and travel time so long as such time is not abused. All breaks will be designated by the department supervisor. If an emergency exists, employees may be required to work without prescribed breaks.

Break hours observed during overtime periods will be designated by the department supervisor.

#### **Section 7 - Change of Schedule and Quick Return**

**A**     **Change of Normal Work Schedule** - The work schedule may be changed at the option of the Company with forty-eight (48) hours' notice. If forty-eight (48) hours' notice is not given, the employee shall be paid time and one-half for the first day of his new shift. This section shall not apply to Relief Operators going on and off shifts. This section also does not apply to scheduled overtime as set forth

in Section 3.

- B. **Quick Return** - Except as set forth under Paragraph C, an employee will receive quick return pay at time and one-half the applicable rate for the first eight (8) hours worked on an assigned shift that follows a period of less than 8 hours off time from the previous scheduled shift.
- C. Paragraph A or B above will not be paid as follows:
  - 1. Where pyramiding is involved.
  - 2. For return to regular schedule if the employee has received time and one-half for a change to the schedule from which he returns.
  - 3. When the schedule is for the employee's convenience.
  - 4. When the schedule results from a transfer to a new position.
- D. Shifts may be changed for the convenience of the individual under the following conditions: He must secure agreement with the fellow worker with whom he desires to change shifts; he must satisfy with the Department Superintendent that his reason is valid; he must show that the shift change will not result in more than the regularly scheduled hours in one work week for himself or the man with whom he is changing shifts. Request for change must be made in writing on the standard form "Request for Shift Change".
- E. If a man is temporarily assigned to a job of a lower rated classification, he will continue to receive the pay for his regularly assigned job.
- F. If a man performs the duties of and is responsible for a job of a higher rated classification, he shall receive the pay of that higher rated classification for which he is certified, provided he works at least four (4) hours in the job.

## **ARTICLE 7 - Grievance Procedure**

### **Section 1 - Purpose of Procedure**

Should differences arise between the Company and the Union or its members as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work on the part of either the Company or the Union on account of such differences; rather, any such disputes, including disciplines for just cause, shall be dealt with as follows.

## Section 2 - Formal Procedure

- A. **Step One.** If an employee has a complaint or disagreement regarding an interpretation or the application of this Agreement, he shall take it directly to his immediate supervisor. If he desires, the Union Steward may accompany him when he presents it. This step must be completed within five (5) business days of the alleged incident giving rise to the grievance. Failing to reach agreement by this means, the employee or Union may resort to Step 2.

**Step Two.** The employee or the Union Steward shall write out on the Employee Grievance Form the nature of his grievance. This must be done within ten (10) business days of the alleged incident. The Union Steward will transmit the grievance to the Department Superintendent with a copy to the Human Resources Representative. A written response will be provided to the Union Steward within ten (10) business days. Failing to reach agreement by this means, the employee or the Union may resort to Step Three.

**Step Three.** The Union may appeal to Step Three by submitting a request in writing to the Human Resource Representative within ten (10) business days of receipt of the Company's response at Step Two. A grievance meeting shall be held with designated representatives of the Company and designated representatives of the Union, at a mutually agreed upon time, not to exceed three (3) months after submitting the Step Three appeal. Failure to schedule a meeting within the time limit will justify dismissal of the grievance consistent with the Company's Step Two disposition. A written reply will be given within fifteen (15) business days. If the reply is still not satisfactory, the Union may request arbitration in accordance with the following procedure:

**Arbitration.** The Union shall notify the Company in writing within twenty (20) calendar days of receipt of the disposition of Step Three of its intent to submit the issue to arbitration. Failure to provide such notification in this time limit will justify dismissal of the grievance consistent with the Company's Step Three disposition. However, the time limit to notice arbitration of the grievance under this Article shall be tolled until any internal appeal procedure is resolved, but not to exceed an additional sixty (60) calendar days. The Union shall immediately notify the involved Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal. Following such notification of intent to arbitrate, the parties shall select an arbitrator to hear the disputed issue.

For the purpose of such arbitration, the Union will request the Federal Mediation and Conciliation Service to provide a panel of

seven (7) names of persons to serve as the arbitrator, which must be requested within a month after notification to arbitrate. Failure to request within the time limit will justify dismissal of the grievance consistent with the Company's Step Three disposition. The Company and the Union may each strike one entire panel without the concurrence of the other and both parties may strike any number of panels by mutual agreement. The Company and the Union representatives will alternately strike out a name from the panel until only one (1) name remains. The decision as to who shall strike first will be made by flipping a coin.

The decision of the arbitrator shall be final and binding upon all parties providing that any such decision shall not extend, modify, or suspend any provisions of this agreement. The expense of the arbitrator shall be shared equally by the parties with each party paying its own presentation costs.

- B. Special meetings held at the request of the Company during working hours will result in no loss of pay for those employees who are required to participate.**
- C. Grievances shall be automatically waived unless taken up within the time limits specified. For the purposes of this section "working days" shall be defined as the employee's scheduled days. Saturdays, Sundays, and holidays are excluded in the determination of time limits specified in this section. Any grievance not properly moved to the next step within the prescribed time limits shall be deemed settled.**
- D. The Union agrees that no member of the bargaining unit will engage in Union activity on Company time except when participating in meetings at which Management is represented. The Company recognizes that Union Representatives may require time away from their scheduled work day to conduct Union activities. The Company will make its best effort to release such Representatives when necessary.**
- E. The Union further agrees that no member of the bargaining unit shall leave his job or his normal working place for engaging in Union activity as herein provided for without securing prior approval of the Department, Superintendent or his representative.**

### **Section 3 - Discharge or Layoff**

**When a grievance is based on a discharge or layoff, such grievance shall be presented in writing setting forth any available information on the circumstances giving rise to the grievance to the Human Resources Representative at Step 3 of the grievance procedure above within five (5)**

**business days of such discharge or layoff. A Union steward will be notified of any discharge or layoff.**

## **ARTICLE 8 - Holidays**

### **Section 1 - Holidays Recognized**

**The pay policy as outlined herewith shall apply only to the following holidays: New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.**

**Shift workers will observe the holidays on the actual date.**

**For Day Workers, holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed on the following Monday.**

### **Section 2 - Holiday Worked**

**An employee working as required on any of the above holidays shall receive pay as follows:**

- (a) If he works up to and including his regular shift hours he shall be given the regular holiday allowance (8 hours straight time) at his base rate plus one and one-half his straight time rate for hours worked.**
- (b) If he is working his regularly scheduled 12 hour shift he shall receive 12 hours holiday pay at his base rate plus one and one-half his straight time rate for hours worked.**
- (c) If an employee not regularly scheduled to work a Holiday, is called or scheduled in to work on a Holiday, he shall receive triple time his rate of pay for all hours worked, including Holiday pay.**
- (d) Except for the case of sub paragraph (c) above, for all hours worked over his regular shift hours, the employee shall receive two and one-half times his straight time rate.**

### **Section 3 - Holiday Not Worked**

**An employee scheduled off on any of the above holidays shall receive eight (8) hours holiday allowance pay at his base rate for such holiday not worked for the number of hours consistent with his regular schedule (8 or 12) provided that no employee shall be eligible for this allowance if:**

- (a) He is an unexcused absence on the holiday or unexcused on**

the next scheduled work day preceding or succeeding the holiday.

- (b) He is on leave of absence.
- (c) He is receiving pay under any of the Company Benefit Plans.
- (d) He must not have been on disciplinary suspension the day of the holiday.

If an employee loses time from his normal work schedule because of holiday observance, such lost time will count as time worked for purposes of computing overtime or the seventh (7<sup>th</sup>) day.

#### **Section 4 - Holiday during Vacation**

If a holiday falls during an employee's vacation, eight (8) hours holiday allowance will be paid in addition to the vacation pay. The holiday allowance pay will be based on the employee's regular scheduled shift.

Eight (8) hour day workers that are not normally scheduled to work on a holiday may consider a holiday falling within a vacation period (i.e. the worker has scheduled vacation on the work day preceding and/or succeeding the holiday) as one uninterrupted vacation choice.

### **ARTICLE 9 - Payment For Jury Duty, Funeral Leave and Unpaid Leave**

#### **Section 1 - Jury Duty**

- A. The Company shall pay an employee required to be away from work because of being called for jury service the difference between the amount paid by the court and the employee's classification hourly rate of pay for their regular shift hours at straight time (whether 8 or 12 hours if normally scheduled as such). To be eligible for this payment the employee must secure a statement from the clerk of court or other court official verifying the dates and times of jury service and the amount paid per day by the court.
- B. Employees working on the midnight (12 midnight to 8:00 a.m.) shift who are called to jury duty shall be excused from working such shift preceding each day of jury service and shall be paid in accordance with this paragraph. Employees who are scheduled to work the midnight shift (12:00 a.m. to 8:00 a.m.) and are released from jury duty after 8:00 p.m. shall be excused from work and shall be paid in accordance with this paragraph. Employees working 8:00 a.m. to 4:30 p.m. or 8:00 a.m. to 4:00 p.m. need not report for work if released after 11:00 a.m. Employees working 4:00 p.m. to 12:00 midnight need not report for work if released after 6:00 p.m.

- C. **When jury duty occurs on a day the employee is scheduled to work the 12-hour evening shift, the employee should report to work provided he is released from jury duty at or before 11:00 a.m. This employee should work from 6:00 p.m. until 10:00 p.m. if the employee is scheduled for jury duty the next day. If this same employee is released from jury duty after 11:00 a.m., the employee will be excused from work that same evening even if there is no jury duty scheduled for the next day.**
- D. **When jury duty occurs on a day the employee is scheduled to work the 12-hour day shift, the employee should report to work provided is released from jury duty at or before 11:00 a.m. If this same employee is released after 11:00 a.m., the employee will be excused from working the balance of his shift.**
- E. **Any time paid for under this section shall be counted as time worked in daily, weekly, and seventh day overtime computation. Employees who are called for Jury Duty are expected to provide supervision with prompt, daily updates regarding their availability for work so that any required shift coverage needs can be met with minimal cost impact to the company.**
- F. **An employee scheduled to work on the 8-hour day shift need not report for work prior to reporting for jury duty and if released after 11:00 a.m.**

## **Section 2 - Funeral Leave**

- A. **Employees will be granted bereavement time not to exceed three (3) working days because of death in the immediate family. An immediate member of the employee's family shall be limited for the above purpose to father, mother, spouse, children (biological, adopted, and/or other legally recognized dependents), brother, sister, father-in-law, mother-in-law, grandchildren, step-siblings, and step-parents who were the employee's legal guardian.**
- B. **Employees will be granted bereavement time not to exceed two (2) working days for extended family members, which include the employee's grandparents, spouse's grandparents, great grandparents, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.**
- C. **No more than three (3) days' pay will be given should more than one death occur in the family at the same time.**
- D. **Reasonable evidence supporting the claim of death of the family member and funeral attendance shall be presented, upon request of the Company.**

### **Section 3 - Unpaid Leaves of Absence**

**At the sole discretion of the Company, a leave of absence, not to exceed ninety (90) days, may be granted to an employee, provided that such leave will not interrupt production and that there are other available employees in the plant capable of doing the work. During such time seniority will accumulate. All leaves of absence herein are absences that are not covered by another Company Benefit Program or Article within this Agreement. These absences shall be without pay. An unpaid leave of absence will not be considered under any circumstance until all vacation and sick days have been used. A copy of all leaves of absence shall be forwarded by the Company to the Union.**

## **ARTICLE 10 - General**

### **Section 1 - Safety**

- A. The Company recognizes its obligation to provide for the health and safety of its employees, and the Union recognizes its obligation to cooperate with Plant Management in the enforcement of safety rules and practices. Company Safety representatives and Union representatives will meet on a monthly basis to discuss any safety issues or at any such time as deemed necessary by the parties.**

**The Union will designate one representative to attend this meeting. If reporting outside of work hours the employee shall be compensated at time and one half for the duration of the meeting only.**

- B. The Company will provide the employee protective clothing and equipment, including safety shoes and prescription safety glasses, in keeping with good safety practice. Failure to make use of protective clothing or equipment as required and furnished by the Company, or to take conscientious care of such clothing or equipment, shall subject the worker to disciplinary action. Protective clothing and equipment will be obtained from the Company to ensure that it meets the most current safety standards.**

### **Section 2 - Pyramiding**

**There will be no pyramiding of overtime or premium pay. In the event that overtime or other premium pay requirements are met under one or more sections of this Agreement for the same period of time, only that section yielding the greater return to the employee will apply. In the event an employee is eligible on the same day for more than one type of compensation, such as Jury Duty Pay, Funeral Leave Pay, Holiday Pay, Vacation Pay, Disability Wages, or Voluntary Compensation, only one type of compensation will apply. The compensation yielding the greater return to the employee will apply. Holidays occurring during a scheduled vacation**

period will be paid in accordance with Article 8, Section 4.

### **Section 3 - Assignment of Work**

The parties further recognize that all jobs in the bargaining unit are subject to the assignment of multiple duties and job titles/classifications do not limit the assignment of duties. The parties agree that the goal for the workplace is to have all employees work together for the best results without artificial barriers.

### **Section 4 - Nondiscrimination**

It is agreed that neither the Company nor the Union will discriminate against any employee because of any protected activity or characteristic under applicable law.

### **Section 5 - Payday**

The parties agree that the Company will pay each employee bi-weekly, via direct deposit into the institution of the employee's choice.

### **Section 6 - Daylight Savings**

If an employee loses an hour's time as a result of the change from Standard to Daylight Savings Time, he will be reimbursed for said hour at his applicable rate of pay. If an employee's regularly scheduled workday is increased as a result of the time change, the Company will pay the employee for actual hours worked.

### **Section 7 – Company Property**

Safety and protective equipment, tools, clothing and other items issued to an individual are the property of the Company and must be turned in at time of discharge, lay-off or other termination prior to receiving final pay. The cost of any such items not turned in shall be deducted from the amount of the final pay check unless the employee at the time of the loss, theft, or destruction of such property promptly reports same to his Supervisor and offers a reasonable explanation and is, therefore, relieved of accountability by his Supervisor.

### **Section 8 – Disciplinary Action**

Subject to Article 3, the Company may take disciplinary action for just cause. Such disciplinary action will normally follow a progression of discipline including: Documented Counseling, Written Warning, Final Written Warning (with or without suspension), and Termination. The Company may deviate from this normal progression dependent upon the circumstances, severity or frequency of an offense. Disciplinary action against an employee will not be used as a basis for further disciplinary action if the employee goes one year without additional discipline.

## **Section 9 – Calculation of Time Worked**

If an employee loses time from his or her normal work schedule because of vacation, sixteen (16) hour rule timed out, funeral leave, jury duty or holidays, such lost time will count as time worked for purposes of computing overtime or for seventh day pay.

## **Section 10 – Union Information Request**

Upon the Union’s request, the Employer shall furnish the union with a complete list of the names, Social Security numbers, home addresses, telephone numbers, dates of hire, job locations, shift, and regularly scheduled hours of all employees covered by this Agreement. The Union shall have the right to review and inspect documents and other information contained in employee personnel files that are related to work and disciplinary issues.

## **ARTICLE 11 – Vacation Plan**

### **Section 1 – Vacation Eligibility**

An employee, who has completed at least one year of credited service, is eligible for a vacation with pay and continues to be eligible for a vacation with pay in subsequent years upon the completion of each additional year of credited service, provided they have worked at least one day in that calendar year. The length of this paid vacation shall be based upon the total completed years of credited service as follows:

<u>For Credited Service</u>	<u>Vacation Hours</u>
After 1 year of credited service	40
After 2 years of credited service	80
5 years through 9 years	120
10 years through 19 years	160
20 years through 29 years	200
30 years or more	240

After years 1-2, vacation hours will become available for use upon the employee’s actual service date and can be used for the 12 months after. For each year thereafter, an employee's vacation allotment shall be available for use on January 1<sup>st</sup> and must be used by year end (subject to the provisions of Article 14).

### **Section 2 – Vacation Pay**

The amount of vacation pay is based upon the employee's straight-time hourly rate of pay for the number of hours, not to exceed forty (40) hours per week for eight (8) hour employees or forty eight (48) hours per week for

twelve (12) hour employees.

Vacation pay is counted as time worked for computing overtime, but overtime will never be paid on a vacation day.

If vacation is taken in lieu of sick time to cover an absence (4 hours or 6 hours), vacation time that is in excess of an employee's scheduled shift will not count toward any overtime for the week.

### **Section 3 – Scheduling Vacation**

Vacations shall be scheduled by the Company in order to ensure orderly operations of the plant. Due consideration will be given to request of the employee. Vacation selection will begin in the fourth quarter and continue thereafter until the process is complete by having the employee with the most departmental service select his first choice of vacation and continuing until the employee with the least amount of departmental service selects. A vacation choice is defined as continuous vacation in a chronological increment, not to exceed 14 days including all scheduled work days, off days and "on call" days that fall within that period. This process will be followed for subsequent vacation choices until the process is complete. If an employee in the seniority order does not make their vacation choice within seven (7) days, that employee may be skipped by less senior employees. This selection process must be completed by end of first quarter. For those employees who are on-call pursuant to Article 6 Section 3, if an employee schedules at least two full days of vacation immediately preceding or succeeding their on-call days, then the employee will not be responsible for their "on call" days during that period. This provision does not include single vacation or sick days. The Company will determine the maximum amount of employees on vacation at any one time and will so communicate prior to the beginning of vacation selection.

Eight (8) hour day workers, that are not normally scheduled to work on a holiday, will consider a holiday falling within a vacation period (scheduled vacation on the work day preceding and/or succeeding) as one uninterrupted vacation choice.

Vacations must be taken at the time scheduled. They cannot be allowed to accumulate from year to year, but must be used as set forth in Section 1 above. In the event of scheduling conflicts due to illnesses or business needs of the Company, where an employee is unable to use their vacation time within the calendar year, the employee may exercise the option to receive pay for the vacation not taken. In the event of termination of employment, the employee will receive pay for vacation not taken within that year.

Employees with 80 hours of vacation may allocate up to 40 hours to be taken in daily increments. Employees with 120 hours or more of vacation may allocate up to 80 hours to be taken in daily increments. To the extent an

**employee retains unscheduled single/half days of vacation after vacation selection, the employee must request such time at least 48 hours in advance to his Supervisor. Whether to grant the request is at management's discretion based upon business needs.**

#### **ARTICLE 12 - Wage Rates**

**The regular wage rates for the purpose of this Agreement shall be those set forth in Exhibit A attached to this Agreement.**

#### **ARTICLE 13 - Compliance with Laws**

**This Agreement is subject to all applicable State and Federal Laws. Any provision of this Agreement which is or becomes illegal under any State or Federal Laws shall be nullified and will not affect the remainder of this Agreement.**

#### **ARTICLE 14 - Company Benefit Plans**

**Company benefits are provided in accordance with the various applicable benefit plans (medical, dental, vision, FSAs, life and accidental death and dismemberment, disability insurance, 401(k), and educational assistance). Each benefit plan is governed by the plan document. Terms and conditions of benefits including premium contributions will not be changed during the term of a benefit year. For the term of this agreement, the company agrees to offer to all bargaining employees the group health insurance program and 401(k) program which are in effect for all Monument Chemical employees.**

**Notwithstanding anything to the contrary in any plan document, SPD, or Company Policy, both parties reserve the right to open Articles 4 and 14 to bargain over any substantive health care benefit change or increase in employee payroll contribution above 20 percent of the premium equivalent.**

**Each full-time employee will receive five (5) paid sick days each year to be used for any absence. An employee may bank unused sick days up to a maximum of 96 hours, to apply toward Short Term Disability, if they so choose.**

**Apart from banking in this manner, sick days do not accumulate from year to year but, if unused, may be cashed out at 100% value at the end of each calendar year. In the event the employee has exhausted all sick time, vacation time will be substituted for unpaid sick time.**

#### **ARTICLE 15 - Federal Family and Medical Leave Act of 1993**

**The Company will grant leaves in accordance with the terms of the Family Medical Leave Act (FMLA). All terms of the FMLA will be applied according**

to the Act and its regulations. Effective upon ratification, any available paid sick time will run concurrent with FMLA leave. Seniority will continue during any FMLA leave.

1. An employee who fails to return to work at the end of the leave will be required to reimburse the company for any medical and/or dental plan premiums paid by the company on behalf of the employee if the failure to return is not caused by a continuation, recurrence, or onset of a serious health condition or the failure to return is beyond the employee's control.
2. An employee returning to work from a leave covered by this Article will be reinstated to the position held prior to the leave or to an equivalent position with the same benefits, pay and other conditions of employment. However, if an employee on leave would otherwise be subject to layoff, the layoff will be affected consistent with the labor agreement.

#### **ARTICLE 16 - Complete Agreement**

This Agreement is the complete agreement between the parties (except for letters of agreement signed by both parties), who agree that any past practices predating the effective date of this Agreement are of no effect and discontinued and will not be considered, referenced, introduced, or have any effect in an arbitration, mediation, or other dispute between the parties.

#### **ARTICLE 17 - Term of Agreement**

This Agreement shall remain in full force and effect until 11:59 p.m. on August 31, 2027 and, unless then terminated or modified pursuant to Article 18 herein below, this Agreement shall continue in effect from year to year thereafter, unless and until terminated at the end of any subsequent yearly period in accordance with Article 18.

#### **ARTICLE 18 - Termination or Modification**

If either party desires to terminate or modify this Agreement at its expiration date, such party shall serve written notice upon the other party of the proposed termination or modification at least sixty (60) days prior to the expiration date of this Agreement, and such party shall offer to meet and confer with the other party for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications. All terms and conditions of this Agreement shall continue in full force and effect during such period of sixty (60) days or until this Agreement expires, whichever occurs later, and at the end of that time the Union shall be free to strike, or Company to lock out, subject to any applicable provisions of this Agreement.

**Exhibit "A" Regular Wage Rate Structure**

<b>Lines of Progression</b>	<b>8/31/24*</b>	<b>8/31/25*</b>	<b>8/31/26*</b>
	<b>4.0%</b>	<b>3.0%</b>	<b>2.0%</b>
<b>Powerhouse Rates</b>			
<b>Fireman No. 1 (Gr 14)</b>	<b>42.19</b>	<b>43.46</b>	<b>44.33</b>
<b>Fireman No. 2 (Gr 12)</b>	<b>40.45</b>	<b>41.66</b>	<b>42.49</b>

**\*- Effective the first pay period following August 31.**

## Exhibit "B" Wage Progression

Employees will initially be paid a straight-time hourly rate of pay equal to 70% of the top wage rate in effect for his job classification/grade, as shown in Exhibit "A" of this collective bargaining agreement. On the first day of the first pay period subsequent to the employee's successful completion of each tier of continuous service, shown below, the employee's hourly straight-time rate of pay will be established consistent with the schedule outlined below. The Company reserves the right to modify this schedule in order to increase hourly rates at any time it deems necessary.

<u>Percent of Wage Rate</u> <u>Tiers of Continuous Service</u>	<u>Shown in Exhibit "A"</u>
Upon completion of 1 year of continuous service	80%
Upon completion of 2 years of continuous service:	90%
Upon completion of 3 years of continuous service:	100%

As of the effective date of this contract, the wages of current employees within the wage progression will be adjusted accordingly.

**Note:** Any absence in excess of ninety (90) consecutive days, for any reason, will result in the adjustment of an employee's anniversary date, used to determine eligibility for the progression wage adjustments shown above. The anniversary date will be delayed by one (1) month for every thirty (30) consecutive days of absence beyond the first ninety (90) consecutive days of absence.

Exhibit "C"

## MEMORANDUM OF UNDERSTANDING

between

MONUMENT CHEMICAL KENTUCKY, LLC  
BRANDENBURG PLANT

and

THE NATIONAL CONFERENCE OF  
FIREMEN AND OILERS  
LOCAL NO. 32BJ, SEIU

### TERMS AND CONDITIONS OF THE TWELVE-HOUR SHIFT SCHEDULE


This Memorandum of Understanding is entered into by Monument Chemical Kentucky LLC and the National Conference of Firemen and Oilers, Local No. 32BJ, SEIU, to effect the following changes to Article 6, Section 1 of the Articles of Agreement:

The established work week for the 12-hour shift schedule for operating personnel in Production, Lab & Powerhouse will be seven (7) consecutive days beginning Monday at 5:30 a.m. and ending the following Monday at 5:30 a.m.

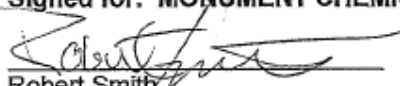
This modification in hours does not affect any other provision of Article 6, Section 1 or any other provision of the Articles of Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives at Brandenburg, Kentucky on the 29 day of December, 2016.

Signed for: MONUMENT CHEMICAL KENTUCKY LLC, BRANDENBURG PLANT

  
\_\_\_\_\_  
Jason Curry  
HR Manager

Signed for: MONUMENT CHEMICAL KENTUCKY LLC, BRANDENBURG PLANT

  
\_\_\_\_\_  
Robert Smith  
Business Manager

**Exhibit "D"**

**MEMORANDUM OF AGREEMENT**

**Between**

**MONUMENT CHEMICAL KENTUCKY, LLC  
BRANDENBURG PLANT**

**and**

**SEIU DISTRICT 32BJ**

**TERMS AND CONDITIONS OF THE  
UTILITIES AND EAST LINE OF PROGRESSION**

- **Operator A WWT is removed from the Production East LOP and becomes a separate single position department under the Powerhouse contract which will be renamed Utilities contract.**
- **All available hourly, entry-level openings will be sourced by the Company in accordance with applicable recruiting guidelines (open positions will be sourced from a candidate pool or internal applications).**
- **The Operator A WWT positions and Powerhouse positions will remain at a Grade 14.**
- **The Production East LOP will be: Operator B Carbide or Operator B Outside Operator, Operator B Split and Operator A Board.**
- **Should a vacancy arise in the Operator A WWT position, the current seniormost Carbide Operator shall have a right exclusive to him to elect to accept the vacancy or decline the vacancy and progress in the Production East LOP. If declined the Company can fill the position from outside.**
- **The four current Waste Water Operators shall have a grandfathered right, in the event of a layoff to exercise plant seniority for bumping rights consistent with Article 5 of the Production contract. This would include the current seniormost Carbide Operator as well if they chose the WWT position.**
- **The Company agrees that Waste Water operators will not perform Powerhouse operator job duties and Powerhouse operators will not perform Waste Water operator duties.**
- **In the event that, during the term of this Agreement, federal or state regulations require certification for individual Wastewater Treatment Operators, then the Company and the Union shall meet to discuss any changes necessary to provide qualified individuals on that position. Those employees in the Operator classification who are not properly certified will be given reasonable time (should regulations allow) to become certified. Those that cannot become certified under the regulations will be laid off pursuant to this Agreement. The Company will be permitted to take any and all necessary steps to recruit and employ whatever qualified individuals are necessary to supplement the workforce. At that time, WWT employees will no longer be subject to layoff and recall by Plant Seniority, but by Unit Seniority.**
- **WWT Operators and Powerhouse operators are subject to layoff within the Utilities bargaining unit by their own department seniority only, independent of each other.**
- **The Production East LOP MOA will be null and void**

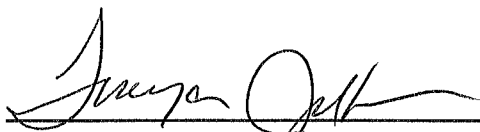
**Signature Page**

**IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on the 16 day of December, 2024.**

**Signed for: MONUMENT CHEMICAL KENTUCKY, LLC**

**Wendell Borges  
Tonya Jeffries  
Lisa Cucino**

**Brandenburg Site Leader  
Human Resources Manager  
Negotiation Team Member**




**\_\_\_\_\_  
Tonya Jeffries, Human Resources Manager**

**Signed for: SEIU DISTRICT 32BJ**

**Bo Johnson  
Kevin Duke  
Devin Spaulding  
John Reas  
Andy Givans  
Aaron Davis  
Ken Engleman  
Larry Houglan**

**Business Agent  
Committee Member  
Committee Member  
Committee Member  
Committee Member  
Committee Member  
Committee Member  
Committee Member**



**\_\_\_\_\_  
Bo Johnson, Business Agent**



**\_\_\_\_\_  
Kevin Duke, Chief Steward**