



**AGREEMENT
BETWEEN
MONUMENT CHEMICAL KENTUCKY, LLC
AND
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 369, AFL-CIO**

BRANDENBURG, KENTUCKY FACILITY

**EFFECTIVE SEPTEMBER 16, 2024 –
SEPTEMBER 16, 2027**

Table of Contents

ARTICLE 1 – Recognition of Union 1

Section 1 – Collective Bargaining Unit..... 1

Section 2 – Union Security..... 1

Section 3 – Dues Deduction 1

Section 4 – Indemnity 2

ARTICLE 2 – Union Activity and Responsibility 2

Section 1 – Union Activities..... 2

Section 2 – Bulletin Boards 2

ARTICLE 3 – Management Responsibility 3

ARTICLE 4 – Strikes and Lockouts 3

Section 1 – Union Responsibility..... 3

Section 2 – Company Responsibility 4

ARTICLE 5 – Seniority 4

Section 1 – Department Seniority Numbers 4

Section 2 – Plant-Wide Seniority 5

Section 3 – Temporary Assignment/Transfers/Upgrade 5

Section 4 – New Employees 6

ARTICLE 6 – Hours of Work and Overtime 6

Section 1 – Work Day and Work Week Defined 6

Section 2 – Overtime 6

Section 3 – Call-in & Scheduled Overtime..... 6

Section 4 – Reporting Pay..... 7

Section 5 – Change in Schedule..... 8

Section 6 – Shift Work..... 8

Section 7 – Work Duties	9
Section 8 – Misassignment.....	9
Section 9 – Quick Return.....	9
Section 10 – Overtime Procedure	9
Section 11 – Shift Differential	10
ARTICLE 7 – Grievance Procedure	10
Section 1 – Purpose of Procedure	10
Section 2 – Formal Procedure	10
Section 3 – Discharge, Layoff or Suspension	12
ARTICLE 8 – Holidays	12
Section 1 – Holidays Recognized.....	12
Section 2 – Holiday Worked.....	12
Section 3 – Holiday Not Worked.....	12
Section 4 – Holiday during Vacation	13
ARTICLE 9 – Jury Duty, Funeral Leave and Unpaid Leave	13
Section 1 – Jury Duty	13
Section 2 – Funeral Leave	14
Section 3 – Unpaid Leaves of Absence	14
ARTICLE 10 – General.....	14
Section 1 – Safety	14
Section 2 – Pyramiding.....	15
Section 3 – Assignment of Work.....	15
Section 4 – Nondiscrimination	15
Section 5 – Payday	15
Section 6 – Daylight Savings	15

Section 7 – Company Property	16
Section 8 - Calculation of Time Worked	16
Section 9 – Disciplinary Action	16
Section 10 – Unpaid Time.....	16
ARTICLE 11 – Vacation Plan	16
Section 1 – Vacation Eligibility	16
Section 2 – Vacation Pay	17
Section 3 – Scheduling Vacation	17
ARTICLE 12 – Wage Rates	18
ARTICLE 13 – Compliance with Laws	18
ARTICLE 14 – Company Benefit Plans	18
ARTICLE 15 – Federal Family and Medical Leave Act of 1993.....	19
ARTICLE 16 – Complete Agreement	19
ARTICLE 17 – Term of Agreement.....	19
ARTICLE 18 – Termination or Modification	19
EXHIBIT “A” Wage Progression.....	20
OVERTIME RULES	21
Signature Page.....	22

This Agreement made and entered into by and between Monument Chemical Kentucky, LLC, hereinafter referred to as "Company", and the International Brotherhood of Electrical Workers, Local 369, AFL-CIO ("Union" herein), 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 Electrical Mechanics 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. All employees covered by this Agreement who are on the active payroll of the Company as of the date of execution of the Agreement shall have the right to join the Union or maintain such membership throughout the term of this Agreement, as well as the right to terminate or refrain from such membership. Similarly, any individual hired into a position covered by this Agreement after the date of execution of this Agreement shall have the right to join the Union or to refrain from such membership while employed.**
- B. None of the foregoing shall impair the right of the Union to prescribe its own reasonable rules with respect to the initiation, retention, or revocation of membership.**

Section 3 – Dues Deduction

Upon receipt of proper written assignment from the employee, the Company will deduct from the first pay of such employee the initiation fee, if any, of the Union in such amount as the Union advises the Company in writing to be its initiation fee, and shall deduct from each pay period thereafter an equal monthly portion of the sum for a BA membership or for an A membership. In addition, the Company shall also deduct from such first pay and from each pay thereafter an amount in accordance with Local 369 Bylaws of the gross weekly earnings of such employees.

The amount for a BA membership or the amount for an A membership in accordance with Local 369 Bylaws dues of gross weekly earnings constitute the employee's monthly Union dues. All initiation fees and dues so deducted shall be remitted to the Financial Secretary of the Local Union promptly after such deductions shall be made.

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 reliance upon documents furnished to the Company by the Union in complying with any of the provisions of this article. The term "Union" as used in this indemnity agreement shall be construed to mean IBEW Local 369.

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 Company will provide one bulletin board where the Union may post duly authorized bulletins concerning official or social Union business. Such notices are subject to the Company's clearance and shall not be of a political or controversial nature but must be confined to impersonal Union business. All such notices are to be signed by the Union President, Secretary, or other duly authorized Union representative.

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.

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.

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, 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.

It shall not be a violation of this Agreement if the employees fail to report for work by reason of a lawful, authorized picket line established by another union which represents employees of Monument Chemical, KY, so long as there is at least 24 hours' notice given and received prior to leaving on each work stoppage and each return.

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

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 Article 12.

Departmental Seniority is determined by the length of continuous service within a department.

Plant-wide seniority is determined by the total length of continuous service within the Brandenburg Plant.

Section 1 – Department Seniority Numbers

Departmental Seniority is used for progression, layoff, and recall purposes, 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 assignment as described in Article 5 Section 3, will lose their seniority number and will be awarded the next seniority number in line when they return.

Layoff & Recall

Reductions in a department will be based on Department Seniority Numbers with highest Department Seniority Number first to leave to the lowest Department Seniority Number being the last to leave. Recall will be conducted within the unit in reverse order of layoff by Department Seniority. An employee laid off due to lack of work shall retain recall rights equal to his length of service, not to exceed 24 months.

The Company shall notify the recalled employee to return to work, specifying the date upon which he should return to work. Such notification will be by Registered Mail, return receipt requested. The individual will (1) return to work on the date specified by the company, or (2) notify the Company that he will not return to work

or (3) notify the company by Registered Mail that he will return to work on a date not later than one week after receipt of notification to report to work. Failure to report to work as above shall result in termination of seniority and recall rights.

Should the Company elect to recall from layoff an employee with recall retention to a temporary vacancy, recall may be made by telephone. An employee may decline temporary recall without losing his recall retention. Should the Company decide to make the vacancy permanent, recall shall be made by Department Seniority as described above.

A seniority list will be posted at all times and will be revised as changes are made.

Section 2 – Plant-Wide Seniority

An employee's plant seniority shall determine by date of hire and continuous service, vacation accrued eligibility and benefits, vacation selection 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
6. Subject to limitations under federal or state law, any unpaid leave of absence in excess of one year.
7. 12 months after promotion to a non-bargaining unit position. He shall have the right to return to the bargaining unit within 90 days.

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 3 – Temporary Assignment/Transfers/Upgrade

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 result in the loss of unit seniority, so long as the individual returns

to the bargaining unit for a period of equal duration or 90 days, whichever is less, before taking another temporary assignment. In the event that the temporary assignment exceeds 12 months the Company and the Union agree to meet and discuss the extension of the assignment.

Section 4 – 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 without recourse to the grievance/arbitration procedure in Article 7. 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 may request an additional 30 day consecutive extension; consent will not be unreasonably withheld.

ARTICLE 6 – Hours of Work and Overtime

Section 1 – Work Day and Work Week Defined

The standard hours of work are eight (8) hours per day and forty (40) hours per week. The work week shall begin at 8:01 a.m. Monday morning and shall end at 8:00 a.m. the following Monday morning. A day worker schedule is 8:00 a.m. till 4:30 p.m. Monday through Friday.

Section 2 – Overtime

All employees covered by this contract shall be paid time and one-half for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period commencing when he is scheduled to report for work. Employees will be paid time and one-half for all hours worked in excess of forty (40) hours per week less all time for which daily overtime has already been paid. No pyramiding of overtime shall be allowed. They will be paid double time for work performed on the seventh consecutive day in one work week when work has been performed (at least one hour) on each of the six (6) preceding days. All overtime pay shall be computed based on any applicable shift differential. Employees required to work beyond their normal work period will be paid at the highest applicable rate reached during this work period and such rate shall continue until the employee is relieved.

Section 3 – Call-in & Scheduled Overtime

Employees called in for emergency work after punching out shall receive double time pay for all hours worked, and a minimum of four (4) hours pay.

When applicable, shift differential will be paid in addition for hours worked. Such employee(s) could be required to do work other than that for which he is called in. Should another situation arise, while the employee is still in the plant, the employee(s) who is on a call-in could be required to perform that necessary work. If additional employees are needed for the work, management will determine how many employees and will utilize the overtime list.

Management will maintain an “on call” roster for each of Electrical Mechanics. One Electrical Mechanic shall be considered as “potential on-call” on the weekly schedule, and shall be responsible, following exhaustion of the active overtime roster, to cover call-ins during that week (“designated on-call”). The “designated on-call” employee will be offered but not forced to stay over at the end of the daily shift. If the employee is unreachable, this may be considered an unexcused absence. Employees may arrange to exchange “on call” responsibility with other qualified employees with the approval of their Supervisor. Contact information for the coverage should be provided for each exchange. Notwithstanding the foregoing, the designation of an employee as “on call” on the schedule will only be done if, during the prior day, an emergency call was made and no employee volunteered to work. The designation of a “designated on-call” employee will be discontinued on the second Monday thereafter.

The “on call” list will be created during the fourth quarter of the prior year by qualified employees electing weeks of their choice in seniority order, with the most senior employee choosing two weeks at a time then to the least senior until all weeks within the year are covered. This list will be posted by the Company by January 1 each year. If the designated “on call” employee cannot perform the designated assignment due to absence from work for any reason, the “on call” designation will be re-assigned to the qualified employee in that group with the least seniority and, if multiple designations must be filled, the second lowest employee then being assigned, and so forth.

The company will compensate the “designated on call” employee at two (2) hours straight time pay for the day which shall not be included as time worked for overtime purposes. If the “on-call” assignment is exchanged, or if the “on-call” assignment is equitably re-assigned to another employee, that employee will be entitled to the daily compensation. Alternatively, if an employee is the “designated on call” person for an entire week, he may elect (no later than Wednesday of the week that he is designated as “on call”) to take an additional paid vacation day rather than being paid for fourteen hours. The additional vacation day will be subject to the same scheduling rules as other single vacation days.

Employees who are scheduled for overtime and report shall be guaranteed four (4) hours work or four (4) hours pay at the applicable rate. Any scheduled overtime that is continuous with a regular work period (immediately before or after) or holdover is not subject to this guarantee.

If an employee is notified prior to reporting for work not to report, the foregoing guarantees shall not apply.

Section 4 – Reporting Pay

If there is no work available at his scheduled starting time, the Company will give the employee at least four hours advance notice not to report to work. In the event

that the Company is unable or otherwise fails to give such notice, an employee who reports to work at his scheduled starting time is guaranteed four hours' work or four hours' pay in lieu thereof, at the option of the Company. This guarantee of four hours pay in lieu of four hours' work will not apply if (1) the employee refuses the work offered to him, or (2) the reason for the lack of work is due to an Act of God or Plant Emergency.

If, however, an employee is sent home before he has completed his regular schedule and is told to report back to work later in the day, the hours worked after he reports back to work shall be paid at the rate of time and one-half.

Section 5 – Change in Schedule

When shift changes are arranged for the convenience of the Company, the employee shall be given at least forty-eight (48) hours prior notice. When forty-eight (48) hours prior notice is not given, he shall be paid time and one-half for the first day of his new shift.

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

Section 6 – Shift Work

In the event that shift work is established in the bargaining unit the company will meet and discuss with the Union, and in such case:

(1) No employee, except for compelling personal reasons and after so informing his Supervisor, shall leave his job unless properly relieved. However, should his relief be more than thirty (30) minutes late he may, at his option, finish out his relief's shift and the relief will forfeit the right to work that shift unless other work is available.

(2) Should an employee's relief report that he will not appear for work and the man does not desire to work out the following shift, he will so notify his Supervisor, who will fill the shift with a qualified worker.

(3) 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 forty (40) 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".

(4) Shift schedules for shift workers shall be as follows, except as otherwise modified by the company:

Eight (8) hour shift

1st shift 8:00 a.m. – 4:00 p.m.

2nd shift 4:00 p.m. – 12:00a.m.

3rd shift 12:00 a.m. – 8:00 a.m.

Shift selection will be made by Department Seniority. All shift differential shall be paid by the applicable shift differential rate.

(5) For purposes of this section, a Maintenance shift worker's first day off shall be considered as the sixth day of the work week and his second day off shall be considered as the seventh day of the work week regardless of the days of the week on which said sixth and seventh days fall, provided he works his regular schedule. The foregoing shall not apply in the event of a shutdown.

Section 7 – Work Duties

Employees are expected to perform any duties to which they are assigned. It is recognized that an employee can usually work more skillfully and efficiently in the line of work in which he has been trained and, therefore, it is in the common interest to keep him assigned within his classification as much as is consistent with efficient or economical plant operation. The Union recognizes that the determination of what is efficient or economical plant operation is solely vested in and reserved to the Company.

Section 8 – Misassignment

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 9 – Quick Return

An employee will receive quick return pay at time and one-half the applicable rate for the assigned shift that follows a period of less than eight (8) consecutive hours off since his prior shift. This shall not apply to the employee who works as a result of scheduled overtime or call-in unless the employee has actually worked four hours or more. The period between 4:30 p.m. and midnight is deemed to be an eight (8) hour work period for employees having scheduled lunch periods.

- A. After an employee has worked 16 consecutive hours, he will be sent home and will not be eligible for call-in until he has had 8 consecutive hours off. An employee who works 16 consecutive hours immediately preceding his regular scheduled shift will be sent home and paid 8 hours at straight time rate. The above procedure may be waived in the event of emergencies.**

- B. An employee who has worked sixteen (16) hours in a twenty four (24) hour period will be sent home. If normally scheduled to work and more than 50% of the shift remains, the employee shall return to work following eight (8) consecutive hours off, and he will be paid for any regularly scheduled hours he may miss due to this break. If 50% or less of the shift remains, he shall not return to work for that shift and receive eight (8) hours straight time pay, and time shall be counted as time worked for purposes of computing overtime.**

Section 10 – Overtime Procedure

When overtime work is deemed necessary, the Company will offer the work in an equitable manner pursuant to the Overtime Rules.

Section 11 – Shift Differential

Employees will be paid a shift differential on actual hours worked of \$.50 for the 2nd shift beginning at 4:00 p.m. and \$.75 for the 3rd shift beginning at midnight. Day Workers will receive Shift Differential on hours worked outside of their normal schedule.

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. 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, 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, Layoff or Suspension

When a grievance is based on a discharge, layoff or a suspension in excess of 10 working days, 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) working days of such discharge, layoff or suspension.

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. For all hours worked over his regular shift hours, he 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, 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 (7th) 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 – 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 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 he 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, andstep-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.**
- E. If an employee loses time from his normal work schedule because of funeral leave, such lost time will count as time worked for purposes of computing overtime or the seventh (7th) day.**

Section 3 – Unpaid Leaves of Absence

Leaves of absence are company approved, extended periods of leave. 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.

- 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 – 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 9 – 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: 1) Documented Counseling, 2) Written Warning, 3) Final Written Warning (with or without suspension), and 4) 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 10 – Unpaid Time

Unpaid time cannot be utilized until all paid sick time is exhausted.

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 1st 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.

Vacation pay is counted as time worked for computing overtime, but overtime will never be paid on a vacation day (does not apply to emergency work).

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 be done in conjunction with the on-call selection and be posted by January 1 each year by having the employee with the most plant service select his first choice of vacation and continuing until the employee with the least amount of plant service selects, except that no employee may elect vacation for any day on which he has previously designated himself or herself as being on-call pursuant to Article 6 Section 3. A vacation choice is defined as continuous vacation in a chronological increment, not to exceed 14 days including all scheduled work days and off days that fall within that period. This process will be followed for subsequent vacation choices. 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 20 hours in advance to his Supervisor. Whether to grant the request is at management's discretion. Denial of a request will not be subject to Article 7.

With regard to forced overtime, an employee will be considered to be on vacation from the end of his last scheduled shift before the vacation to the time of his first scheduled shift following vacation, and may be offered, but not forced, to work overtime.

ARTICLE 12 – Wage Rates

The regular wage rates for the purpose of this Agreement shall be the following:

	4.0%	3.0%	2.0%
Classification	9/16/24	9/16/25*	9/16/26*
Electrical Mechanic	44.41	45.74	46.65

*effective the first pay period following September 16

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 80 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, scheduled vacation days may be substituted for unpaid sick time as per Article 11 Section 3, Scheduling Vacation.

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 September 16, 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" Wage Progression

Employees will initially be paid a straight-time hourly rate of pay equal to 75% of the top wage rate in effect for his job classification/grade, as shown in Article 12 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 also reserves the right to start a new employee or a transferred employee from within at a higher percent of base wage based on experience, schooling, and/or certifications, then progress to the next level percent base wage the next year.

Percent of Wage Rate

<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, all current employees will be grandfathered under the previous wage progression.

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.

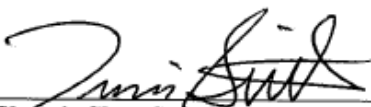
IBEW, Local 369 Bargaining Unit Members Overtime Rules

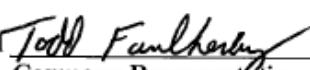
The following procedures will be followed in the equitable and fair distribution of overtime involving IBEW, Local 369 Bargaining Unit Members at the Monument Chemical facility in Brandenburg, KY.

A. ASSIGNMENT OF OVERTIME

1. The Company will maintain an overtime roster in order of seniority for Electrical Mechanics. This list will be posted every Monday in the Electrical shop, and Gatehouse. Each week the person at the top of the overtime roster will move to the bottom. This process will be repeated each week thereafter. Overtime will be offered to the employee on the bottom of the list and work up the list until the job is filled. In any event, in a case of continuous or scheduled overtime, if the overtime has not been accepted by the time the roster is exhausted, then the person on the top of the list will be forced to cover the overtime.
2. Overtime will be offered as necessary based on the needs of the plant.
3. If more than one job is needed, then the overtime roster will be ran again from the point that it stopped from the first job being filled.
4. The call-in list will be "ran" for all call-ins, and if the job is not filled at the end of the list, then management will be contacted.
5. 1x electricians will not be eligible to work overtime until after 30 days. After 30 days, they will become eligible to work overtime only with a qualified electrician.
6. On 2-man jobs, the 1x electrician eligible to work overtime will be asked after the first qualified electrician has filled the first position. This applies to all overtime.
7. At the end of each year, the overtime roster will be "reset," with the most senior on the top, second senior employee second from the top and so on.

B. PARTIES APPROVING AND ACCEPTING THE AGREEMENT

Approval  Date 8/2/21
Electric Shop Steward

Approval  Date 8/2/21
Company Representative

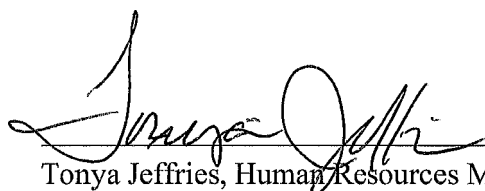
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on the 19th day of November, 2024.

Signed for: MONUMENT CHEMICAL KENTUCKY, LLC

Wendell Borges
Tonya Jeffries
Todd Faulkenburg
Lisa Cucino

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



Tonya Jeffries, Human Resources Manager

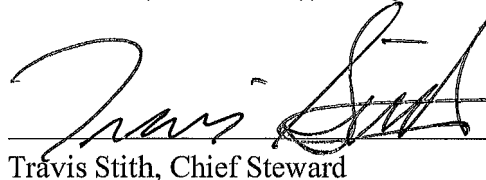
Signed for: THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 369, AFL-CIO

Tom Poole
Travis Stith

Business Agent
Committee Member



Tom Poole, Business Agent



Travis Stith, Chief Steward