



**TENTATIVE AGREEMENT**

**Between**

**SIKA CORPORATION**

**And**

**LOCAL NO. 655**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
Ballwin, Missouri**

**April 1, 2024 to March 31, 2029**

**VOTE ON APRIL 11<sup>TH</sup> FROM 2:30 PM UNTIL 5:30 PM**

**UFCW 655 UNION HALL 300 WEIDMAN RD. BALLWIN MO 63011**

**All additions to the contract will be highlighted.**

Explanations of changes will be given in text boxes.

**All positive changes will be typed in green font.**

**All neutral changes will be typed in blue font.**

**All negative changes will be typed in red font.**

1.

**INTRODUCTION:**

The Agreement covers all SIKA CORPORATION Bargaining Unit Employees.

**REPORTING OFF:**

If an employee must be absent from work without prior approval, the employee must phone the attendance call in line per the established attendance policy at 636-435-3188.

**The 5- and 7-day portions of the contract will be merged.  
Full versions of the TA, showing the merged language, will  
be available at Union Hall during voting hours.**

2.

ARTICLE 2. RECOGNITION

SECTION 1. The Union is recognized as the sole collective bargaining agency for all production and maintenance employees at the SIKA CORPORATION plant located at 3400 Tree Court Blvd., excluding office and clerical employees, engineers, technicians, and supervisors with authority to hire, promote, discharge or discipline or otherwise effect changes in status of employees or effectively recommend such action, all in accordance with the unit found appropriate and certified by the National Labor Relations Board in Case No. 14-RC-1706.

**Language has been removed to clarify the work and workers subject to the conditions of this collective bargaining agreement.**

3.

ARTICLE 4. PAYMENT OF DUES AND INITIATION FEES

SECTION 1. On receipt of written authorization, in accordance with the Labor-Management Act of 1947, the Company will, during the term of this Agreement, deduct from the employee's pay during each month, the initiation fee, if any, and the Union dues in the amount fixed pursuant to the constitution and by-laws of the United Food and Commercial Workers Union, and the Company will pay the amounts thus deducted, together with a list containing the names of each employee on which a deduction was made, to the financial secretary of Local 655, on or before the tenth day of the following month.

Once each year or each week, the Company will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the Company the amounts to be deducted on the regular monthly billing.

SECTION 2. These authorizations shall remain in effect until March 31, 2024, and shall remain in effect for further successive one (1) year periods, unless same are withdrawn by registered mail both to the Company and the Union within ten (10) days prior to any anniversary date. Such notice must be received or post-marked during the period above set forth.

SECTION 3. The Company further agrees that it will furnish the Union with the monthly dues payments, a list showing the names, phone numbers, social security numbers, and date of hire and/or termination of employees during the month.

**This is an editorial change for the Union's membership department. This is a neutral change.**

4.

ARTICLE 6. WORK SCHEDULE – TREE COURT

SECTION 1. 5-Day Week employees:

- A. First Shift – 6:00 a.m. to 2:30 p.m.
- B. Second Shift – 2:00 p.m. to 10:30 p.m.
- C. Third Shift – 10:00 p.m. to 6:30 a. m.

7-Day Week Employees:

- A. First Shift – 5:00 a.m. to 5:00 p.m.
- B. Second Shift – 5:00 p.m. to 5:00 a.m.
- C. Each employee is assigned to a specific team (A, B, C, or D). Teams A and C work the day shift; teams B and D work the night shift.
- D. Extrusion operators, vacuum forming operators, mixers, helpers/floaters, mechanics, and lead persons are required to report 0.2 hours prior to the beginning of the shift for overlap. The overlap is necessary for proper shift turnovers.

SECTION 2. The work day shall consist of 24 hours and shall begin with the first shift.

SECTION 3. The regular work week for employees on 5-day weeks shall consist of five days and will begin with the first shift on Monday.

**Establishes uniform hours during 8-hour scheduling. This is a neutral change.**

5.

ARTICLE 7. OVERTIME, REGULAR SCHEDULE – TREE COURT

C. Unplanned daily overtime notification will be as follows:

1. Notification of the first four hours of shift overtime will be addressed with each eligible employee by the supervisor or lead person prior to the end of the shift. Employees are responsible for responding to the supervisor or lead person as soon as possible if overtime is desired.

2. Employees interested in being notified of overtime opportunities when off-duty may place their names on a callout list. When overtime cannot be filled by on-duty employees, a text alert or phone call will be sent to all interested employees advising of the expected duration of the overtime required and the classification of the overtime. Employees will have thirty (30) minutes to respond to the text or phone call, indicating their willingness to perform the work, and among employees who express interest, the work will be awarded to the most senior employee(s) in the classification that express interest then to the most senior employee(s) outside classification who express interest.

(NOTE: It is understood that a text notification system may be implemented after ratification of the agreement. Until it is implemented, the current method(s) of overtime notification and sign up will be used)

Planned Overtime

1. When it is known at least 72 hours in advance that overtime is required, an overtime availability form will be posted to that effect and a text alert or phone call will be sent to all employees interested in being notified. Employees will have at least twelve (12) hours to respond to the text alert or phone call. (Neither the Company nor the employee can cancel the overtime without at least forty-eight (48) hours notification).

**Clarifies notification process for overtime.  
This gives partners the ability to notify  
company as to preferred method of  
notification of available overtime.**

6.

ARTICLE 7. OVERTIME, REGULAR SCHEDULE – TREE COURT

3. To the extent possible consistent with business needs, the Company will make every reasonable effort to ensure employees who accept overtime work opportunities are assigned work falling within the classification for which they accepted overtime.

**Ensures that, within reason, when volunteering for overtime partners are not forced to work within a less desirable classification.**

7.

D. Planned Overtime

2. The overtime will be made available in 4-hour segments and awarded by regulations stated in Sections 4 A, B, and C with the following exception, the employee that signs up for the most hours gets priority regardless of seniority. This exception does not apply to temp-to-hire employees.

**This language simplifies the overtime awarding process and gives less senior partners the chance to accumulate additional overtime.**

8.

When the Company finds it necessary to fill overtime shifts to provide for planned time off coverage, the Company shall first offer the shifts on a voluntary basis. If no employee has signed up to cover a shift on a voluntary basis at least 48 hours prior to the shift start time, the Company may assign mandatory overtime on a rotating basis to employees on the opposite shift. Mandatory overtime shall be assigned within shift in the inverse order of seniority. No employee will be mandated more than one time in any calendar month, and mandatory overtime will only be scheduled Monday through Friday, not on Saturday or Sunday.. Temp-to-hire employees will be included at the bottom of the seniority roster, for the purpose of planned time off coverage overtime only.

**This language provides the ability to cover shifts during planned time off. While there are other changes within this agreement that should increase volunteers for overtime, this language could still be seen as a negative.**



9.

In the event the employee will be absent from a meeting, the employee is required to notify the supervisor following the same process used for reporting off.

Any mandatory meetings will be scheduled at least fourteen (14) days in advance. Employees must make arrangements to attend as scheduled. For those who cannot attend due to personal commitments, the Company will also schedule one alternate meeting date and time. Employees who miss the primary meeting will be allowed to attend the alternate meeting. Employees who fail to attend either meeting will be subject to discipline under the attendance policy.

**This language clarifies the process for scheduling, and when needed rescheduling, mandatory meetings.**

10.

ARTICLE 8. SHIFT PREMIUMS

SECTION 1. 5-Day second shift employees shall receive fifty - five cents (\$.55) per hour premium pay in addition to their regular pay.

SECTION 2. 5-Day third shift employees shall receive one dollar and twenty - five cents (\$1.25) per hour premium pay in addition to their regular pay.

7-Day Night Shift Employees (Teams B and D) shall receive one dollar and twenty - five cents (\$1.25) per hour shift premium.

**This language increases the shifts premiums for employees. This a positive change.**

11.

ARTICLE 9. PAID HOLIDAYS – 5 DAY EMPLOYEES

SECTION 1. The following holidays will be observed:

New Year's Day	Thanksgiving Day
Easter Monday	Day following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	New Year's Eve (beginning in 2012)
Easter Sunday (beginning 2013)	Two Floating Holidays

In addition to the above Floating Holidays employees will be granted one additional holiday only in their anniversary year as outlined below subject to the same conditions of the floating holiday:

Twenty-fifth (25<sup>th</sup>) year  
Thirtieth (30<sup>th</sup>) year  
Thirty-fifth (35<sup>th</sup>) year  
Fortieth (40<sup>th</sup>) year

**This language gives employees additional floating holiday while also moving Good Friday to the Monday proceeding Easter. This is a positive change.**

12.

The holiday(s) will be celebrated on the day of the holiday or any designated day. Employees shall receive holiday pay equal to the length of their regular shift at their regular applicable rate of pay for each of the holidays.

**This language ensures employees will be not lose hours on holidays. This is a positive change.**

13.

ARTICLE 10. WAGE CLASSIFICATION AND RATES

SECTION 4. Temporary Transfers

- A. Any employee in progression transferred temporarily from the employees' regular classification for three (3) or more hours, shall be paid the higher of their current wage or the wage within the new classification.

This language is an editorial change as there will no longer be a 9-month rate of pay.

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14.

ARTICLE 10. WAGE CLASSIFICATION AND RATES

SECTION 7. During the life of this Agreement, the Company shall have the right to implement, revise, and pay safety and profit share bonuses, in addition to the wages set out herein.

**This language moves two side letters to the body of the contract.**

15.

ARTICLE 11. REPORTING PAY

SECTION 2. This provision will pay two hours if less than two-hour notification is given when work is not available due to power failure, steam failure, sprinkler failure, cyclone, fire, delay due to storm or other acts of God.

**This language provides compensation to partners when notice is not given of a plant closure. This is a positive change.**

16.

SECTION 3. Whenever an employee is unable to finish a day's work because of occupational illness or injury, the employee shall receive their full pay for their regular shift for that day.

**This language ensures partners suffering an occupational illness or injury will not incur a lose of pay. This is a positive change.**

17.

ARTICLE 13. VACATIONS

SECTION 1. Employees shall begin accruing pro-rated vacation upon hire. Annual vacation amounts will be awarded every January 1 based on the following table:

Completed Years of Service	5-Day Employees	7-Day Employees
0-1 years	40 hours	42 hours
1-5 years	80 hours	84 hours
6-11 years	120 hours	126 hours
12-19 years	160 hours	168 hours
20 or more years	200 hours	210 hours

Each employee's vacation pay will be figured as follows, whichever is higher:

1. Present classification rate.
2. Last rate earned in highest classification worked for a six (6) month period or longer during the current calendar year.
3. Next higher classification rate when a combination of classifications, higher than present classification, has been worked for a six (6) month period or longer in the current calendar year.

**This language gets most partners their vacation in a shorter timeframe. This is a positive change.**

18.

ARTICLE 13. VACATIONS

SECTION 5. For the purpose of vacation planning, the work/vacation schedule will be made available to the Union shop stewards by **October** 1<sup>st</sup> for the succeeding year. The Union shop stewards on each shift will circulate the plant work vacation schedule in seniority order on their respective shift. After all employees on the shift have had access for vacation planning and no later than **December** 1<sup>st</sup>, the schedules will be submitted to the Plant Manager. The Plant Manager will publish a master vacation schedule to be posted in the plant no later than **December** 15<sup>th</sup>. The master vacation schedule will indicate the name of the employees scheduled for vacations on specific dates.

**This language will help to get vacations planned and posted sooner. This is a positive change.**

19.

ARTICLE 22. PERSONNEL NOTICES

SECTION 1. Whenever an employee is discharged, it shall be solely for just cause. If the Union deems that the discharge is without just cause, then it may file a grievance for such employee, and in such event such grievance may be immediately processed under the third step of the grievance procedure. If no agreement is reached, then it shall be submitted to arbitration as provided herein.

SECTION 2. Whenever the Company writes a personnel notice on any employee, it will give a copy of same to the employee involved, the shop steward, and the Union office within five (5) working days from the occurrence or knowledge of the offense. If the employee believes that the personnel notice is unwarranted, the employee may process the complaint in accordance with the established grievance procedure. Any personnel notice regarding attendance must be presented within ten (10) days unless the auditor is not available during that ten (10) day period.

SECTION 3. Consistent with the principles of just cause, some violations (including violations of major safety rules, fighting, insubordination, drug and alcohol use, and other matters traditionally considered similarly serious) shall be considered cause for discipline up to and including immediate discharge. For other matters where progressive discipline is appropriate, the Company agrees that it will not use personnel notices as a basis for discharge, unless at least three valid personnel notices are in the employee's file. (ie: warning, unpaid suspension up to two (2) working days). It is further agreed that, if the employee maintains a clean record on the same type issue (ie: performance, misconduct, or attendance) without any discipline for twenty-four 24 months **(or for 18 months in the case of attendance violations)**, the Company will not use any personnel notice pre-dating that time to support a disciplinary decision.

SECTION 4. All disciplinary layoffs shall be given no later than two (2) working days after the issuance of the personnel notice.

**This language removes attendance personal notices six months earlier. This is a positive change.**



20.

ARTICLE 24. JURY SERVICE

SECTION 1. When employees covered by this Agreement are called upon for jury service, they shall advise their superintendent upon receipt of such call and shall provide documentation of the summons. All employees required to report for jury duty, regardless of their shifts shall be paid by the Company for their full regular shift for each day of work missed due to jury service. The reimbursement shall include shift premiums and scheduled overtime rates where applicable. This also covers employees called but who do not actually serve, provided such employees are required to report to their supervisor promptly when released from jury service if it would be possible to be present at work for more than one-half of the shift.

**This language ensures partners will not incur a lose of pay during jury duty.**

21.

ARTICLE 25. SAFETY AND HEALTH

SECTION 1. The Company agrees to abide by all Federal and State laws established for the safety and health of employees. The Union and Company shall agree on rules and regulations for maintaining a safe and healthy working environment for all employees.

SECTION 2. The Company will provide, at no cost to the employee, safety wearing apparel and devices, including but not limited to:

- A. Gloves, including cut gloves
- B. Noise suppressers worn as " earmuffs" (or ear plugs)
- C. Safety glasses (plastic)
- D. Safety goggles
- E. Breathing masks (N95)
- F. Safety masks
- G. Protective clothing for dirty jobs
- H. One (1) pair of steel-toed shoes per year

**This language clarifies safety items provided by employer. This is a neutral change.**

22.

ARTICLE 26. MISCELLANEOUS

**This language removes outdated language and ensures gender neutrality throughout the contract. This is a positive change.**

23.

SECTION 5. Uniforms. The Company will pay 100% of uniform costs for those Union employees either required to wear uniforms for safety reasons (ex: mechanics and die crib attendants must wear flame retardant garments). The Company reserves the right to make modifications to the uniform requirements as safety needs are evaluated for positions.

**This language clarifies the uniform needed for specific classifications. This is a neutral change.**

24.

ARTICLE 27. BEREAVEMENT PAY

SECTION 1. In case of death of an employee's father, mother, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, brother, sister, husband, wife, both employee's and spouse's grandparents, child or grandchild, the employee will be allowed necessary time off with pay not to exceed three (3) scheduled working days within three months following death in the family (supervisor to be kept informed of plans for use of deferred days off; i.e., no employee shall receive less than **their regularly scheduled hours for the day**, nor shall **the employee** lose a shift premium or scheduled overtime rate where applicable. No such allowance shall be paid for any period which occurs while an employee is on a layoff, or for any time for which the employee received holiday benefits.

**This language clarifies bereavement pay and ensures partners do not incur a loss of pay. This is a positive change.**

25.

Section 3. In case of death of an employee's aunt, uncle, or first cousin, the employee will be granted, when requested, a one (1) day excused absence without pay.

**This language gives partners additional unpaid bereavement. This is a positive change.**

26.

ARTICLE 33. TEMPORARY CONTRACT LABOR

SECTION 4. When the Company brings in temporary contract labor on a temp-to-hire basis, it will post for overtime for any shifts worked by the temp-to-hire employee during their first thirty calendar days of employment. Thereafter, the Company shall have the right to assign shifts to those employees without first posting the shifts for voluntary overtime coverage by bargaining unit employees, provided no bargaining unit employee shall be deprived of their regular scheduled hours due to the use of temp-to-hire contract labor. The Company will ensure that temp-to-hire employees receive effective training during their first thirty calendar days of employment, particularly with regard to forklift training.

**While this language ensures temp to hire associates are properly trained, it also puts limits on voluntary overtime. This language could therefore be seen as a negative.**

27.

ARTICLE 34. DURATION

This Agreement shall be and continue in full force and effect from the 1<sup>st</sup> day of April, 2024 until March 31, 2029 and shall automatically be extended for each subsequent yearly period unless either the Company or the Union shall give notice in writing sixty (60) days prior to the termination date or yearly period thereafter that either party may wish to amend or terminate this Agreement. Negotiations with regard to a new Agreement shall start as soon as possible after notice of amendment has been served. If the Agreement is renewed on April 1, 2024 as herein provided, the “No Strike, No Lockout” provisions of this Agreement shall not apply.

**This will be a five-year agreement.**



Start	\$21.50	\$0.65	\$22.15	\$0.66	\$22.81	\$0.68	\$23.49	\$1.06	\$24.45	
End of 12 months	\$1.70	\$26.05	\$0.78	\$26.83	\$0.80	\$27.63	\$0.83	\$28.46	\$1.28	\$29.74
Fully Qualified (24 mo. max)	\$1.80	\$27.50	\$0.83	\$28.33	\$0.85	\$29.18	\$0.88	\$30.06	\$1.35	\$31.41
Lead Person	\$2.07	\$31.69	\$0.95	\$32.64	\$0.98	\$33.62	\$1.01	\$34.63	\$1.56	\$36.29
I - Die Crib Attendant										
Start	\$21.50	\$0.65	\$22.15	\$0.66	\$22.81	\$0.68	\$23.49	\$1.06	\$24.45	
Fully Qualified (12 mo. max)	\$1.80	\$27.50	\$0.83	\$28.33	\$0.85	\$29.18	\$0.88	\$30.06	\$1.35	\$31.41
K - Production Mechanic										
AA	\$2.66	\$40.68	\$1.22	\$41.90	\$1.26	\$43.16	\$1.29	\$44.45	\$2.00	\$46.45
A	\$2.17	\$33.18	\$1.00	\$34.18	\$1.03	\$35.21	\$1.06	\$36.27	\$1.63	\$37.90
Trainee	\$1.81	\$27.67	\$0.83	\$28.50	\$0.86	\$29.36	\$0.88	\$30.24	\$1.36	\$31.60

**This language gives our partners significant pay increase for the length of this agreement. This is a positive change.**