

AGREEMENT BETWEEN
FORTERRA STRUCTURAL PRECAST, INC.



And

TEAMSTERS LOCAL 222



For the Period February 27, 2022 through February 26, 2025

TABLE OF CONTENTS

ARTICLE AND NAME	PAGE
ARTICLE 1. UNION RECOGNITION	1
ARTICLE 2. CHECK-OFF	1
ARTICLE 3. DEFINITIONS OF CLASSIFICATIONS	2
ARTICLE 4. MANAGEMENT RIGHTS	2
ARTICLE 5. BUSINESS REPRESENTATIVE AND UNION STEWARDS	2
ARTICLE 6. SENIORITY	3
ARTICLE 7. DAYS OFF	4
ARTICLE 8. DISCIPLINE, SUSPENSION OR DISCHARGE	4
ARTICLE 9. DISCRIMINATION	5
ARTICLE 10. STOPPAGE OF WORK	5
ARTICLE 11. PRIMARY PICKET LINES	5
ARTICLE 12. GRIEVANCE PROCEDURE AND ARBITRATION	6
ARTICLE 13. REST PERIODS	7
ARTICLE 14. LUNCH PERIOD	7
ARTICLE 15. SAFETY AND HEALTH	7
ARTICLE 16. OUT OF TOWN EXPENSE	8
ARTICLE 17. WORK WEEK AND DAY	8
ARTICLE 18. WORKING TOOLS, TOOL BOXES	9
ARTICLE 19. DISTRIBUTION OF OVERTIME WORK	9
ARTICLE 20. FUNERAL LEAVE	9
ARTICLE 21. LEAVE OF ABSENCE	9
ARTICLE 22. MILITARY LEAVE	10
ARTICLE 23. TIME OFF FOR UNION ACTIVITIES	10
ARTICLE 24. HOLIDAYS	10
ARTICLE 25. VACATION	11
ARTICLE 26. RETIREMENT PLAN	12
ARTICLE 27. UNION BULLETIN BOARDS AND POSTING	12
ARTICLE 28. HEALTH AND WELFARE INSURANCE	12
ARTICLE 29. WORK IN MORE THAN ONE CLASSIFICATION	12
ARTICLE 30. SAVINGS CLAUSE	13
ARTICLE 31. ENTIRE AGREEMENT	13
ARTICLE 32. EFFECTIVE DATE AND DURATION	13
APPENDIX A. CLASSIFICATION AND RATES OF PAY	14
A. WAGE RATES	14
B. BREAK IN RATES	14
C. PAPERLESS PAY PROGRAM	14

AGREEMENT

THIS AGREEMENT is effective the 27th day of February 2022 (the "Effective Date") between Forterra Structural Precast - Salt Lake City, hereinafter referred to as the "Employer" or the "Company" and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 222, hereinafter referred to as the "Union."

WHEREAS, the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and the employees covered by this Agreement and to provide methods for fair and peaceable adjustment of all disputes which may arise between them so as to promote full employment, non-interrupted operations and general stabilization of employment and industry.

NOW, THEREFORE, it is agreed:

ARTICLE 1. UNION RECOGNITION

A. Union Recognition: The Company recognizes the Union as the sole collective bargaining representative only for employees employed in the job classifications specified in Appendix "A", at the Company's plant at 6087 West 5400 South, Salt Lake City, Utah, or within the jurisdictional territory of the Union if the Employer relocates the bargaining unit work. All other classifications not specifically included in Appendix "A" shall be excluded from coverage under this Agreement, including, but not limited to, managers, superintendents, supervisors, as defined by the National Labor Relations Act, office and clerical employees.

B. The Company shall have the right to hire employees from any source it chooses. The Company recognizes that the Union may be one source for qualified applicants and the Company agrees to consider without discrimination any applicants referred by the Union.

C. The Company agrees to notify the Union of the hiring of any employee subject to this Agreement within twenty (20) working days from the date of first employment, noting the name, address, and telephone number of such employee and the date of first employment.

ARTICLE 2. CHECK-OFF

A. The Employer shall, if requested by the Local Union, upon being furnished with an instrument in writing by the Employee authorizing the Employer to do so, deduct from the pay of an employee covered by this Agreement, union dues, initiation fees, and assessments, and promptly remit all such deductions to the Local Union, subject to the conditions hereafter stated in this Article. The Union shall indemnify the Company against any damages it incurs as a result of this provision, provided the Company has properly deducted and remitted the dues, fees, and assessments to the Local Union.

ARTICLE 3. DEFINITIONS OF CLASSIFICATIONS

A. Probationary Employee: The probationary period for a new employee is ninety (90) calendar days in a six (6) month period. Unless otherwise indicated, probationary employees are not eligible for any employee benefits or access to the grievance or arbitration procedure, and will not accrue seniority rights. In the event the Employer retains a probationary employee beyond the time specified, the employee shall qualify for seniority pursuant to Article 6, Seniority.

B. Regular Employee: A regular employee is an individual who has successfully completed the probationary period, and who works in a classification covered by this Agreement. Regular employees are eligible for all of the employee benefits provided they timely satisfy any required enrollment obligations.

ARTICLE 4. MANAGEMENT RIGHTS

A. Unless otherwise expressly restricted by a specific provision of this Agreement, the Employer shall have the sole and exclusive right, at its own discretion, to exercise the following rights, which include but are not limited to:

To direct and manage its business; to determine all selling, pricing and advertising; install new machinery, determine, change and/or eliminate existing machinery, materials, processes, or methods of operating its business; select and determine at its sole discretion, the number and the qualifications of the employees required; to direct the work force; to assign work or shifts to specific employees or work to specific machines and to determine hours of work; to add or discontinue processes or operations in whole or in part; to hire, assign, transfer and promote employees; to lay off employees for a lack of work, suspend, demote, discipline or discharge employees for just cause; to determine and change at its sole discretion, the number of locations, relocations and the nature of its operations; to contract out for goods and services; to adopt reasonable company rules and regulations from time to time which are not in conflict with the terms of this Agreement. Such rules as adopted are subject to change, additions or deletions by the Employer. Whenever the Company adopts or modifies company rules and regulations, a copy will be sent to the Union prior to the implementation.

B. In addition to the specific rights set forth above, it is agreed and understood that the Employer reserves all rights power and privileges, except those rights specifically restricted by specific provisions of this Agreement.

C. All agreements, precedents, and practices between the parties are effective and existent only to the extent that they are expressly set forth in the terms of this agreement.

ARTICLE 5. BUSINESS REPRESENTATIVE AND UNION STEWARDS

A. It is agreed by both parties hereto that for the purpose of enforcing the terms of the Agreement, the business representative of the Union shall have the right of visiting and entering the establishment of the Employer at reasonable times, provided they do not interfere with the employee's work assignments. The Union agrees that the business representative will notify the Company prior to the visit, and upon arrival will check in with the Plant Manager or

General Manager before entering the Company's work areas. Any necessary discussion with employees must occur in non-working areas.

B. The Employer recognizes the right of the Local Union to designate a shop steward and alternate from the Employer's seniority list. The Union agrees to notify the Employer, in writing, of the designation or change of any stewards. With advance supervisory permission, the designated shop steward shall be permitted to investigate, present and process grievances on Company property during the steward's regular working hours, provided such activity is performed without interruption of the employer's operation.

C. Job stewards and alternates have no authority to take strike action nor any other action interrupting the Employer's business, except as authorized by an official action of the Union. The Employer recognizes these limitations upon the authority of job/shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE 6. SENIORITY

A. Company Seniority: Company seniority shall, for the purpose of this Agreement, be defined as the length of continuous service of an employee in a classification covered by this Agreement.

B. To qualify for seniority, any employee must complete an initial period of 90 calendar days of work in a six (6) month period. When an employee has completed their probationary period, the seniority date will be their most recent date of hire.

C. Application of Seniority: In the case of a layoff in excess of fifteen (15) calendar days, the last person on the seniority list shall be the first person laid off and the layoff shall continue in that order, provided that the senior employee has sufficient knowledge, training, skill and ability to perform the available work without further training or a trial period. The Employer shall be the sole judge of such factors, but shall not be arbitrary, discriminatory or capricious. Former, lead persons and working foremen may be retained or recalled without regard to their seniority.

D. Non-application of Seniority: In case of a temporary layoff of fifteen (15) calendar days or less, employees may be laid off without regard to seniority. Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a classification, or in assigning employee's machines, equipment or places of work.

E. Regular employees shall be recalled to work in reverse order of layoff, subject to the same conditions outlined above.

F. Seniority shall be broken by:

1. Discharge for cause.

2. Voluntary termination.
3. A break in work in excess of nine (9) consecutive months due to layoff, or twelve (12) for sickness or injury.
4. Unauthorized absence from work for two (2) working days, unless the employee is prevented from notifying the Employer because of conditions beyond his control.
5. Failure to report for work within seventy-two (72) hours after notice of recall from layoff. The employee must notify the Employer of their intention to return to work within twenty-four (24) hours after receiving notice of their recall. If the employee does not respond within twenty-four (24) hours after receiving notice of recall the employee shall be deemed to have voluntarily terminated employment. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address.
6. Failure to return to work in accordance with the terms of an approved leave of absence.
7. Engaging in gainful employment during a leave of absence without authorization of the Employer.

G. A seniority list shall be furnished to the Union upon its request, giving names and dates of hire. Any objections to the seniority list provided must be raised by the Union within ten (10) days of receipt, or shall be considered waived.

H. An employee in a classification covered by this Agreement shall retain seniority earned up to the date of transfer, and may exercise seniority rights upon transfer back to a classification covered by this Agreement. However, such an employee may not exercise their seniority for purposes of vacation scheduling for a period of one (1) year.

ARTICLE 7. DAYS OFF

The scheduled days off for the following week will normally be posted three (3) days in advance of the days off.

ARTICLE 8. DISCIPLINE, SUSPENSION OR DISCHARGE

A. Regular employees may not be disciplined or discharged except for just cause. Discharges and suspensions shall be subject to the grievance and arbitration provisions of this Agreement; but such grievances shall be filed within seven (7) calendar days after discharge or shall be forever waived. Discharge or suspension of a regular employee must be by proper written notice to the employee and the Union within twenty (20) working days after the Employer becomes aware of the occurrence of the violation claimed by the Employer in such notice.

B. A copy of all written warnings shall be issued to the effected employee and to the Union with the violation claimed by the employer within fourteen (14) calendar days after the Employer becomes aware of the occurrence to be considered valid. No warning notice prior to discharge

shall be required in certain cases involving acts of dishonesty, violence or credible threats of violence, recklessness resulting in an accident, carrying unauthorized passengers, use or possession of alcohol while working or on Company premises, drug use or possession while working or on Company premises; or such other misconduct, which is so serious in nature as to justify discharge or suspension, without prior written warning. Other violations of company rules or policies will be handled in accordance with the Company policy related to progressive discipline. The Union will be notified of changes to the progressive discipline policy prior to implementation.

Progressive discipline shall be effective for a period of twelve (12) months for the purposes of progressive discipline, but shall be admissible in arbitration.

C. Probationary and part-time employees may be terminated at any time by the Employer at its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.

ARTICLE 9. DISCRIMINATION

A. No employee shall be discharged or discriminated against for being a member of the Union or for Union activities, or choosing not to be a union member.

B. Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against an employee on the basis of any legally protected status.

ARTICLE 10. STOPPAGE OF WORK

A. During the term of this Agreement, the Union and the employees subject to this Agreement agree that there will be no cessation or stoppage of work, picketing, sympathy strike or slowdown on the part of any employee or group of employees. Any employee participating in any such activity shall be subject to discharge irrespective of whether other employees are disciplined.

B. In the event of a violation of provisions of this Article, the Union will promptly order the employees to return to work and order the employees to cease and desist from the violation of this Article.

C. The Employer agrees there will be no lockout of employees during the term of this Agreement.

ARTICLE 11. PRIMARY PICKET LINES

It shall not be a violation of this Agreement for employees covered hereunder who are working at locations other than the Company's plant (located at 6087 West 5400 South, Salt Lake City, Utah) to refuse to cross a lawful picket line, which has been approved and sanctioned by Joint Council of Teamsters No. 3.

ARTICLE 12. GRIEVANCE PROCEDURE AND ARBITRATION

A. Grievances shall be defined as alleged violation of this Agreement, and shall be handled as follows:

Step 1. Any employee having a grievance shall take up the matter first with their immediate supervisor within five (5) working days from the day of the alleged violation. Any grievance not presented verbally within five (5) working days will be deemed waived and will not be subject to the grievance procedure.

Step 2. If the employee's grievance is not resolved within five (5) working days, the grievance shall be reduced to writing and signed by the aggrieved employee, and shall include the relevant facts and the Articles allegedly violated. The Employer and the Union shall attempt to resolve it. Employer and Union grievances shall be initiated at this step. Such grievances must be filed in writing within ten (10) days from the day of the alleged violation. Failure to appeal to Step 2 within the time limit shall cause the grievance to be waived and closed.

Step 3. In the event that any dispute or grievance cannot be settled within ten (10) working days after it has been submitted in writing, either party may inform the other of an intent to arbitrate the grievance. The intent to arbitrate must be made within forty-five (45) working days from the date the grievance was submitted in writing to Step 2, or the grievance shall be considered waived and closed. The grievance shall be jointly submitted to a mutually chosen third party for determination. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days thereafter, the Office of the Federal Mediation and Conciliation Service shall be requested jointly by the parties to submit a list of five (5) proposed arbitrators. The Employer and the Union shall each alternately strike from the list, one name at a time, until only one name remains on the list. The grieving party shall strike the first name. The name of the arbitrator remaining on the list shall be accepted by both parties. Each party shall have the right to reject one list.

B. It is expressly understood and agreed that the arbitrator is not authorized or empowered to change, modify or add to this Agreement, but is limited to the interpretation and application of this Agreement. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

C. Each party shall bear all of the expenses of its own witnesses. The fee of the arbitrator, as well as other expenses connected with the arbitration hearing, shall be shared equally between the Company and the Union.

D. An agreement to extend any time limit within the grievance procedure must be done so in writing by both parties.

ARTICLE 13. REST PERIODS

All employees shall be allowed a paid fifteen (15) minute rest period approximately half way through the first half of their shift and a paid fifteen (15) minute rest period approximately half way through the second half of their shift. Such rest periods must be scheduled so as to minimize interference with production, and will commence when the employee leaves his work and end when he returns to work.

ARTICLE 14. LUNCH PERIOD

There shall be no split shifts except for lunch period, not to exceed one-half (1/2) hour. Employees covered by this Agreement shall be allowed to work three (3) hours, but not longer than five (5) hours before taking a lunch period. If the Employer should interrupt the employees lunch period and request their service, the employee shall be paid for his entire lunch period.

ARTICLE 15. SAFETY AND HEALTH

A. The Employer agrees to maintain all machinery in a safe operating condition, to maintain safety devices, to attempt to protect the employee from injury as required under state and federal laws. The Employer agrees to provide proper ventilation equipment and to maintain a healthful condition of air in all work areas.

B. The Employer agrees to maintain all of these safety and health promoting devices and equipment in good repair at all times.

C. The Employer will provide and maintain sanitary facilities for all employees.

D. The Employer and the Union agree to create a committee composed of three (3) Employer representatives and three (3) employee members designated by the Union, to act as a safety committee and make recommendations to improve safety practices in the plant and yard. The Employer will post committee member names and minutes of the meetings on safety bulletin boards. Safety committee meetings are to be held on company time. The Employer will send a copy of the safety committee minutes to the Union.

E. The Employer will supply, at no cost to employees, protective clothing for the following job related requirements:

1. Rain gear for span-deck cut down crew
2. Welding leathers (when existing ones wear out)
3. Welding helmet and goggles
4. Hearing plugs
5. Cutting goggles
6. Hard hats upon employment and each three years thereafter
7. Safety glasses upon employment and each 12 months thereafter. Safety Glasses will be replaced if broken or worn out, said Safety Glasses shall be turned in or employee will be

charged replacement costs. Employees will be eligible to participate in the Company's prescription safety glasses program at a cost not to exceed \$125.00 per pair.

8. Filter masks
9. Rubber boots and gloves for designated areas where acid type solutions are utilized
10. Where Forterra employees are required by the Employer to wear safety boots, the Employer agrees to pay all of the cost of such boots, not to exceed one hundred and fifty dollars (\$150.00) in any twelve (12) month period. Anything over \$150 will be paid by the employee. With management approval, employees may purchase a second pair of boots paid for by the Company within the same twelve (12) month period, and subject to same conditions. The Employer reserves the right to designate the type of safety boot purchased.

F. The Employer will allow the employee to purchase safety work related items (shoes, protective clothes, gloves and rain gear) that can be deducted from payroll checks.

ARTICLE 16. OUT OF TOWN EXPENSE

A. Employees who are required to work out of town and stay overnight shall be reimbursed for the reasonable cost of lodging. It is recognized and agreed that the employee will attempt to stay in hotels or motels previously designated or approved by the Employer. Employees shall be required to furnish receipts for hotel or motel expenses.

B. Employees, who are required to work out of town and stay overnight, shall receive twenty dollars (\$20.00) per meal to a maximum of sixty dollars (\$60.00) per day, starting with the evening meal on the day of departure.

ARTICLE 17. WORK WEEK AND DAY

A. Seven consecutive days shall constitute a work week, Monday through Sunday. Eight consecutive hours exclusive of lunch period not to exceed one half (1/2) hour, shall constitute a work day.

B. All work performed over ten (10) hours in one day or forty (40) hours in one week shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

C. All work performed on Sunday will be paid at one and one-half (1 1/2) times the regular rate of pay.

D. Notwithstanding any provision of this Agreement, there shall be no pyramiding of any overtime or premium pay. The interpretation of pyramiding is vacation, bereavement and holiday pay does not count towards the 40 hours to qualify for overtime.

E. Nothing in this Article shall be construed as guaranteeing any number of hours per day or per week.

F. The Employer and the Union agree that if the outside temperature is below fifteen (15) degrees Fahrenheit at starting time, all outside work will cease unless the workload requires that a product be produced that day, in which case the necessary crews will work only as long as necessary.

ARTICLE 18. WORKING TOOLS, TOOL BOXES

A. The Company shall supply all working tools. These tools will be issued to working foreman and/or lead persons. To prevent loss or theft, the Company shall also supply tool boxes and locks. These tools are to be inventoried periodically and inspected for wear and damage. All tools, which are worn to the extent that they need to be replaced, shall be turned in and then replaced by the company.

B. During their working hours, working foremen and/or lead persons shall be responsible for working tools issued to them.

ARTICLE 19. DISTRIBUTION OF OVERTIME WORK

A. The Employer has the right to require overtime work and employees may not refuse overtime assignments unless excused by the Employer.

B. Overtime shall be distributed by the Employer in order to maintain efficient operation, and the assignment of such overtime is left solely to the discretion of the Employer, who will not exercise its discretion in an arbitrary, capricious or discriminatory manner.

ARTICLE 20. FUNERAL LEAVE

A. All regular employees, who suffer a death in their immediate family, shall be allowed up to three (3) working days (Monday through Friday) off with pay for the purpose of attending the funeral or assisting in the funeral arrangements. For the purpose of this section, "pay" shall equal the pay the employee would have earned by working his regularly scheduled straight-time hours, to a maximum of eight (8) hours per day.

B. Immediate family shall be defined as spouse, domestic partner, child, brother, sister, present brother-in-law, present sister-in-law mother, step-mother father, step-father present mother-in-law or present father-in-law, grandchild and grandparents.

ARTICLE 21. LEAVE OF ABSENCE

A leave of absence not to exceed six (6) months may be granted to an employee, without pay, for a reasonable purpose, upon written request of the employee, with written approval of the Company, with a copy of the written approval delivered to the Union. A leave of absence shall not constitute a break in an employee's seniority standing, if the employee returns within one (1)

year. A leave of absence longer than one (1) month shall not be counted as time worked toward vacation eligibility date.

ARTICLE 22. MILITARY LEAVE

Any employee covered by this Agreement who requires a leave of absence for military service or National Guard duty will be accommodated by the Company in accordance with applicable federal and state law, and consistent with Company policy regarding such leaves.

ARTICLE 23. TIME OFF FOR UNION ACTIVITIES

The Company agrees to grant the necessary and reasonable time off not to exceed five (5) days per year, without discrimination or loss of seniority rights, and without pay, to any single employee designated by the Union to attend a labor convention or serve in any capacity or other official union business, provided seven (7) calendar days' written notice is given to the Company by the Union specifying length of time off. The Union agrees that in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operations due to lack of available employees.

ARTICLE 24. HOLIDAYS

A. The following days shall be observed as holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Pioneer Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

B. Regular employees shall be paid for all holidays. Holiday pay shall be computed at the employee's regular straight-time hourly rate for eight (8) hours. However, the fifth shift worked in a week in which a holiday falls will be paid at one and one-half (1 1/2) times the regular rate.

C. To qualify for holiday pay, a regular employee must work the scheduled work day prior to the holiday and the scheduled work day following the holiday, unless the employee is on layoff status, in which case he must have worked at least fifty (50) percent of the work days in the pay period in which the holiday falls. Absences on the scheduled work day before and after the holiday due to a bona fide illness will be excused, provided a release from a doctor is given to the Employer. If a holiday occurs during an employee's vacation, he shall receive holiday pay in

addition to his vacation pay.

D. Probationary and part-time employees are not eligible for holiday pay.

E. Should any of the above-mentioned holidays fall on a Saturday, the holiday shall be observed on the preceding Friday, and should any of the above-mentioned holidays fall on a Sunday, the holiday shall be observed on the following Monday, provided that the state observes the holiday on such Friday or Monday. If the state does not observe the holiday on such Friday for Saturday holidays or Monday for Sunday holidays, then the Employer shall have the discretion to determine whether its holiday will be observed on Friday or Monday, provided, however, that the Employer shall give at least thirty (30) days' notice of such determination.

F. Any work performed on the above-mentioned holidays shall be paid at one and one-half (1 1/2) times the regular hourly rate for all hours worked, plus holiday pay.

ARTICLE 25. VACATION

A. All regular employees shall accrue vacation at the rates below based on seniority in this bargaining unit. Probationary employees shall not accrue vacation, but will be credited with vacation they can then use upon completion of the probationary period corresponding to their date of hire and the accrual schedule below. Except for new hires in their first calendar year, vacation shall be credited on January 1. Employees then earn the vacation they have been credited up to their Annual Vacation amount and must use or lose all vacation in the year it is earned, except that up to a maximum of 40 hours may be cashed out at calendar year end.

Completed Years of Service	January 1 Vacation Credit	Maximum Accrual
< 1 calendar year	40 hours	40 hours
Beginning of 2 nd calendar year through 5 years of completed service	80 hours	80 hours
Beginning of 6 th year through 15 years of completed service	120 hours	120 hours
Beginning in 16 th year	160 hours	160 hours

Vacation is earned after the date it is credited as follows:

Days of Service	Vacation	Vacation	Vacation	Vacation
------------------------	-----------------	-----------------	-----------------	-----------------

	Days	Days	Days	Days
	(1 week)	(2 weeks)	(3 weeks)	(4 weeks)
90 days	0	0	0	0
91-149 days	1 day	2 days	3 days	4 days
150-209 days	2 days	4 days	6 days	8 days
210-269 days	3 days	6 days	9 days	12 days
270-329 days	4 days	8 days	12 days	16 days
330-365 days	5 days	10 days	15 days	20 days

B. Pay for vacation shall be at the rate effective at the time vacation is requested and shall be computed at the regular rate of pay, not including any premium pay.

C. All vacations must be scheduled or re-scheduled with management approval. Once approved, vacation can only be changed with the employee's written approval. Vacation preferences will be granted in accordance with seniority, when two (2) employees select the same period of time for vacation.

D. Employees will be eligible to accrue vacation on the 1st of each month provided:

1. The employee is on the active payroll; or
2. The employee was on the active payroll the previous calendar month.

ARTICLE 26. RETIREMENT PLAN

Employees will be able to participate in the Company's standard 401K plan for its non-union workforce. Eligibility and terms of the Plan may be periodically amended at the Company's discretion. The Company evaluates its financial performance each year, and reserves the right to make an annual discretionary contribution. The Union will be notified of such changes at least thirty (30) days prior to the effective date for the changes. Added 4/15/22 as a result of standard 401K Plan offered by the new owner.

ARTICLE 27. UNION BULLETIN BOARDS AND POSTING

The Employer agrees to allow a Union Bulletin Board in each plant and/or place of work. Posting by the Union on such boards is to be confined to official business of the Union.

ARTICLE 28. HEALTH AND WELFARE INSURANCE

Health and Welfare Benefits

Full time employees who complete the requisite waiting period are eligible to participate in the Company's Health and Welfare Benefit Plan as periodically amended in the Company's discretion. The Company will notify the Union of changes to its Health and Welfare Benefit Plan or in the associated contribution levels at least thirty (30) prior to the effective date of such changes. Specific details of the Health and Welfare Plan benefits covered below can be found

in the Summary Plan Description for those benefits. Following layoff of less than nine (9) months or sickness or injury of less than one year per Article 6-F(3), employees will become eligible immediately upon their return to active work. The Company shall maintain health and welfare benefits for the life of this Agreement that are the same as the health and welfare benefits offered to the Company's non-union workforce.

ARTICLE 29. WORK IN MORE THAN ONE CLASSIFICATION

A. Any employee moving into a lead person capacity will be given a fourteen (14) day trial period before receiving higher rate of pay. Employees moved to a lower classification will immediately receive a lower rate of pay.

B. Any employee, except working foreman or lead person, may be offered work in a classification to which such person is not normally assigned. If such employee works in two (2) or more classifications in any one (1) day, that employee will receive the rate of pay in the classification performed, except that if an employee works four (4) or more hours per day in a higher classification, such employee shall be paid that rate of the higher classification for all the work performed during that day.

ARTICLE 30. SAVINGS CLAUSE

Should any paragraph or provision of this Agreement be found to be illegal under state or federal law, it is understood and agreed that the balance of the Agreement shall not be affected, but shall continue in full force and effect for the full period of this Agreement. It is further agreed that the parties hereto will enter into negotiations for the correction of the illegal paragraph or provision.

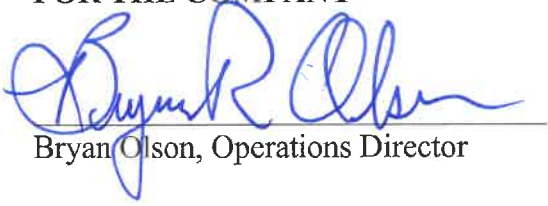
ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding arrived at by the parties after negotiations. During said negotiations, both parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.

ARTICLE 32. EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect from the Effective Date until February 26, 2025.

FOR THE COMPANY



Bryan Olson, Operations Director

FOR THE UNION



Spencer Hogue, Secretary Treasurer

APPENDIX A
Classifications and Rates of Pay

A. Wage Rates

Classification	Current	+	2/27/22	+	2/27/23	+	2/27/24
Laborer I	\$15.50	\$1.65	\$17.15	\$0.65	\$17.80	\$0.65	\$18.45
Skilled Laborer	\$17.10	\$1.50	\$18.60	\$0.65	\$19.25	\$0.65	\$19.90
Skilled Laborer II & Quality Control Technician I	\$19.00	\$1.50	\$20.50	\$0.65	\$21.15	\$0.65	\$21.80
Leadperson I/QC II	\$20.50	\$1.50	\$22.00	\$0.65	\$22.65	\$0.65	\$23.30
Leadperson II & CDL Driver	\$21.70	\$1.50	\$23.20	\$0.65	\$23.85	\$0.65	\$24.50
Working Foreman & Longhaul Driver	\$23.33	\$1.50	\$24.83	\$0.65	\$25.48	\$0.65	\$26.13
Production Foreman	\$24.75	\$1.50	\$26.25	\$0.65	\$26.90	\$0.65	\$27.55
Maintenance	NA	NA	\$28.05	\$0.65	\$28.70	\$0.65	\$29.35

***Working Foreman:** To qualify as a Working Foreman an employee must be qualified to lead any production bed in the facility, be fully in charge of a specific function or have a specific expertise in a particular area such as a skilled carpenter or patcher/finisher.

B. Break In Rates

The wage rates set forth in this Appendix are intended only to be the minimum wage rates the Employer is obligated to pay. From time to time, employees may receive wage rates that are greater than those wages provided in this Appendix. Those employees that are being paid wages higher than those outlined in Appendix A will receive the yearly contractual increase in accordance with their job classification.

C. Paperless Pay Program

The Company will be implementing a paperless pay receipt program. Employees will have the choice of direct deposit to a bank of their choice or receive a debit card issued from the ADP.

DOCS/2798355.6

**MEMORANDUM OF AGREEMENT REGARDING
HEALTH INSURANCE ACQUISITION ADJUSTMENT**

THIS MEMORANDUM OF AGREEMENT ("MOA"), made and entered into this ___ day of April 2022, is between Forterra Structural Precast - Salt Lake City, (the "Company") and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 222 (the "Union"). The Company and Union are collectively referenced below as the "Parties."

Basis for MOA

- The Company was previous owned by Forterra, and is now owned by The Quikrete® Companies ("the Company").
- Employee premiums for the Company's High Deductible Health Plans are higher than the premiums paid by employees for the Forterra High Deductible Health Plans.
- The Parties intend to assist the employees currently enrolled in the Forterra High Deductible Health Plans from a higher premium differential by providing a financial subsidy referenced below as the "Acquisition Adjustment."
- Current employees who enroll in the Company's \$2,800 High Deductible Health Plan ("the \$2,800 HDHP") in the special open enrollment scheduled for May 2022 will receive the Acquisition Adjustment.

THEREFORE, the Parties agree as follows:

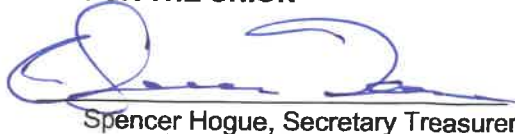
1. Employees who (a) are enrolled in Forterra's High Deductible Health Plans on May 15, 2022, and (b) choose to enroll in the \$2,800 HDHP at the same coverage level (the "Eligible Employees") will receive an Acquisition Adjustment.
2. The amount of the Acquisition Adjustment will be identified as separate earnings on each Eligible Employees' regular payroll checks.
3. The value of the Acquisition Adjustment shall be the difference between:
 - a. Eligible Employees' premiums on May 15, 2022 for Forterra's High Deductible Health Plans, and
 - b. Standard employee premiums for the Company's \$2,800 HDHP.
4. Except as provided in Section 5 below, the Acquisition Adjustment will continue as long as Eligible Employees remain enrolled in the \$2,800 HDHP.
5. If Eligible Employees change their enrollment option within the \$2,800 HDHP (for example, from family to single coverage), the Acquisition Adjustment will be reduced. Once reduced, the Acquisition Adjustment will never be increased.
6. If Eligible Employees select an enrollment option outside of the \$2,800 HDHP, or discontinue coverage, the Acquisition Adjustment will be permanently discontinued.
7. The \$2,800 HDHP may be periodically amended in the Company's discretion.

FOR THE COMPANY



Bryan Olson, Operations Director

FOR THE UNION



Spencer Hogue, Secretary Treasurer

