

**AGREEMENT BETWEEN
CONTECH ENGINEERED SOLUTIONS, LLC.**



And

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION NO. 222**



**Term of Agreement
February 27, 2025, through February 26, 2029**

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AGREEMENT

- A. THIS AGREEMENT is effective on the 27th day of February 2025 (the Effective Date") between Contech Engineered Solutions, LLC. - 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."
- B. 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 to by the Union.
- C. The Company agrees to notify the Business Agent of the Local Union of the hiring of any employee subject to this Agreement within twenty (20) working days from the date of first employment, noting the employee's full name, address, job classification, rate of pay, 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.
- 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.

- C. Temporary/Contingent Labor: If a temporary worker through an agency has completed 180 days either the temporary worker will be offered a position as a regular full-time employee provided, we believe we have regular full-time work that we expect to be long-term, or the Company will end the temporary worker's assignment.

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 all of the rights traditionally reserved to management, which include but are not limited to:
- B. 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, relocation's 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 via email to the Business Agent of the Local Union prior to the implementation.

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 & 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 ninety (90) calendar days of working 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. Lead Persons, Working Foreman, and Production Foreman may be retained or recalled without regard to their seniority.
- D. **Non-application of Seniority:** In the 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:
- Discharge for cause.
 - Voluntary termination.
 - A break in work in excess of nine (9) consecutive months due to layoff, or twelve (12) for sickness or injury.
 - Unauthorized absence from work for two (2) working days, unless the employee is prevented from notifying the Employer because of conditions beyond their control.
 - 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 their latest mailing address.

- Failure to return to work in accordance with the terms of an approved leave of absence.
- G. Engaging in gainful employment during a leave of absence without authorization of the Employer. A seniority list shall be furnished to the Local 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) working 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

- A. 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, suspensions, and final written warnings shall be subject to the grievance and arbitration provisions of this Agreement; but such grievances shall be filed within ten (10) calendar days after discharge, suspension, or final writing warning of a regular employee or shall be forever waived. Discharge, suspension, or final written warning of a regular employee must be by proper written notice to the employee and the Union within fourteen (14) 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, suspensions, and discharges shall be issued to the effected employee and to the Business Agent of the Local 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 progressive disciplines prior to suspension or 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; Critical Safety Rule Violations or Zero Tolerance Rule Violations (i.e., violation of the Company lockout/tagout); 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 Business Agent of the Local Union will be notified of changes to the progressive discipline policy prior to implementation.
- C. Progressive discipline shall be effective for a period of twelve (12) months but shall be admissible in arbitration to show overall work record.
- D. 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 the 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

- A. 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 & 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 at the Step 1 listed above within five (5) working days of the outcome of the Step 1 meeting, 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 Business Agent of the Local 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) working 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) calendar days from the outcome of the Step 2 meeting, 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 their 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

- A. All employees shall be allowed a paid fifteen (15) minute rest period approximately halfway through the first half of their shift and a paid fifteen (15) minute rest period approximately halfway 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 their work and end when they returns to work.

ARTICLE 14 – LUNCH PERIOD

- A. There shall be no split shifts except for lunch period, not to exceed one-half (½) 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 their entire lunch period.

ARTICLE 15 – SAFETY & 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 will provide and maintain sanitary facilities for all employees.
- C. The Employer and the Union agree to create a committee composed of a minimum of three (3)

Employer representatives and three (3) employee members, to act as a safety committee and make recommendations to improve safety practices in the plant and yard. The Employer will post committee members' 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 Business Agent of the Local Union.

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

- Rain gear for span-deck cut down crew
- Welding leathers (when existing ones wear out)
- Welding helmet and goggles
- Hearing plugs
- Cutting goggles
- Hard hats upon employment and new hard hats upon their expiration date or prior to the expiration date with management approval.
- Safety glasses upon employment and upon expiration. Safety Glasses will be replaced if broken or worn out. Employees will be eligible to participate in the Company's prescription safety glasses program at a cost not to exceed \$125.00 per pair.
- Filter masks appropriate for the work activity.
- Rubber boots and gloves for designated areas where acid type solutions are utilized.
- Where 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 eighty-five dollars (\$185.00) in any twelve (12) month period. Anything over (\$185.00) 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 the same conditions. The Employer reserves the right to designate the type of safety boot purchased.

E. 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-five dollars (\$25.00) per meal to a maximum of seventy-five dollars (\$75.00) per day, starting with the evening meal on the day of departure.

ARTICLE 17 – WORKWEEK & DAY

A. Seven (7) consecutive days shall constitute a work week, Monday through Sunday. Eight (8) consecutive hours exclusive of lunch period not to exceed one half (½) hour, shall constitute a workday.

- B. All work performed over ten (10) hours in one (1) day or forty (40) hours in one week shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- C. All work performed on Sunday will be paid at one and one-half (1½) 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, TOOLBOXES

- 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 toolboxes 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 their regularly scheduled straight-time hours, to a maximum of eight (8) hours per day.
- B. The immediate family shall be defined as spouse, domestic partner, child or stepchild, brother, sister, present brother-in-law, present sister-in-law mother, stepmother father, stepfather present mother-in-law or present father-in-law, grandchild and grandparents. Management may require the employee to provide a statement of obituary or proof of death at the time bereavement is claimed.

ARTICLE 21 – LEAVE OF ABSENCE

- A. 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

- A. 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

- A. 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 (1½) times the regular rate.
- C. To qualify for holiday pay, a regular employee must work the scheduled workday prior to the holiday and the scheduled workday following the holiday, unless the employee is on layoff status, in which case they must have worked at least fifty (50) percent of the workdays in the pay period in which the holiday falls. Absences on the scheduled workday 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, they shall receive holiday pay in addition to their 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 (1½) 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	Per Pay Period (52) Accrual (Hrs.)
< 1 calendar year	40 hours	40 hours	.7693
Beginning of 2 nd calendar year through 5 years of completed service	80 hours	80 hours	1.55
Beginning of 6 th year through 10 years of completed service	120 hours	120 hours	2.31666
Beginning in 11 th year	160 hours	160 hours	3.08333

- 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 not within their probationary period.
 - 2. The employee is on the active payroll; and/or
 - 3. The employee is not on a leave of absence.

ARTICLE 26 – RETIREMENT PLAN

- A. The Company and the Union further agree that bargaining unit employees shall be eligible to participate in the Quikrete Companies Retirement Savings Plan for Collectively Bargained Employees (“401(k) Plan”). The Company match for the 401(k) plan will be one hundred percent (100 %) of the first four percent (4%) of the employee’s eligible compensation contributed into the 401(k) Plan).
- B. Plan Documents Govern. The 401(k) Plan will be governed by the terms and conditions set forth in applicable plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. The Union will be notified of such changes at least thirty (30) days prior to the effective date for the changes. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable plan documents.

ARTICLE 27 – MISCELLANEOUS

- A. 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.
- B. Attendance: Current attendance policy dated 01/01/2018. Points start on the third (3rd) unexcused day of absence (absence without prior approval and notification including sick call-ins) in a calendar year excluding no call/no shows. Employees who call in sick and provide a doctor’s note will not receive any points on their record. Employees will be given a grace period of five (5) minutes after their scheduled start time to be considered late.

ARTICLE 28 – HEALTH & WELFARE INSURANCE

Health and Welfare Benefits:

- A. 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 the lead person capacity will be given a fourteen (14) day trial period before receiving a 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

- A. 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 – CLASSIFICATION & RATES OF PAY

Job Classification	Minimum Starting Wage 02/27/2024	MWA 08/16/2024 Year (1)	New Minimum Starting Wage Effective 08/26/2024	Year (2) Increase + 4%	02/27/2026 Year (2)	Year (3) Increase + 3.25%	02/27/2027 Year (3)	Year (4) Increase + 3.25%	02/27/2028 Year (4)
Laborer I	\$18.45	+ \$2.25	\$20.70	\$0.83	\$21.53	\$0.70	\$22.23	\$0.72	\$22.95
Skilled Laborer I	\$19.90	+ \$2.25	\$22.15	\$0.89	\$23.04	\$0.75	\$23.78	\$0.77	\$24.56
Skilled Laborer II	\$21.80	+ \$2.25	\$24.05	\$0.96	\$25.01	\$0.81	\$25.82	\$0.84	\$26.66
Quality Control Technician I	\$21.80	+ \$2.25	\$24.05	\$0.96	\$25.01	\$0.81	\$25.82	\$0.84	\$26.66
Lead Person I	\$23.30	+ \$2.25	\$25.55	\$1.02	\$26.57	\$0.86	\$27.44	\$0.89	\$28.33
Quality Control Technician II	\$23.30	+ \$2.25	\$25.55	\$1.02	\$26.57	\$0.86	\$27.44	\$0.89	\$28.33
Lead Person II	\$24.50	+ \$2.25	\$26.75	\$1.07	\$27.82	\$0.90	\$28.72	\$0.93	\$29.66
Working Foreman	\$26.13	+ \$2.25	\$28.38	\$1.14	\$29.52	\$0.96	\$30.47	\$0.99	\$31.46
Production Foreman	\$27.55	+ \$2.25	\$29.80	\$1.19	\$30.99	\$1.01	\$32.00	\$1.04	\$33.04
Maintenance	\$29.35	+ \$2.25	\$31.60	\$1.26	\$32.86	\$1.07	\$33.93	\$1.10	\$35.03

- B. **Break in Rates**: The wage rates set forth in the table above 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 company's payroll provider or other financial institution of the company's choice.

ARTICLE 32 – ENTIRE AGREEMENT

- A. 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 33 – EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect from the Effective Date until February 26, 2029.

CONTECH ENGINEERED SOLUTIONS, LLC



Christopher Caldwell

Director Regional Manufacturing



Paul Nicolet

Plant Manager

TEAMSTERS LOCAL 222



Spencer Hogue,

President, Joint Council #3

Secretary-Treasurer



Alex Rojas

Business Agent

Appendix A
Job Title / Description

CBA Job Title	Description
Laborer I	<ul style="list-style-type: none"> • Entry level. No skills or industry experience required. • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Perform heavy physical labor. • Follow detailed instructions for the task. • Ability to work in a team or a self-directed environment once trained. • Performs other duties, as assigned.
Skilled Laborer	<ul style="list-style-type: none"> • Able to perform the role of a Laborer I. • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Performs heavy physical labor. • Moves materials to the work area and ensures all tools, machinery and production equipment are safely set up. • Installs steel components and other materials as necessary to create finished products. • Pours, shovels, vibrates, and finishes concrete. • Maintains tools and working areas to ensure safe operation and an organized work environment. • May load and unload operational supplies from trucks both manually and with the use of forklifts; once certified. • Erects and builds concrete forms and scaffolding. • Uses spray guns for the application of materials and applies caulking compounds by hand or with the use of caulk guns. • Mops, brushes or spreads paints, cleaning solutions and other compounds over surfaces to achieve desired surface conditions. • Uses and maintains hand tools, portable power tools, and stationary power tools and ensures safe operating conditions. • Performs other duties, as assigned.
Skilled Laborer II	<ul style="list-style-type: none"> • Able to Perform the role of a Skilled Laborer. • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Loads, unloads, and identifies building materials machinery and tools and distributes them to the appropriate locations. • Safely operates screed rollers, pneumatic tools, overhead cranes, wheeled loaders, mixer trucks, boom lifts, stressing equipment, and telehandlers or a combination of these. (Internal Certifications as Required) • Demonstrated proficiency in metal fabrication and welding that results in an internal or external certification qualifies an individual for this title. • Comprehends and utilizes schematic diagrams, blueprints, sketches, building plans and other specifications required to set up and complete the manufacture of a variety of finished products. • Performs other duties, as assigned.
Lead Person I	<ul style="list-style-type: none"> • Leads a small crew on a production line or in the operations areas.

<p>Lead Person I continued</p>	<ul style="list-style-type: none"> • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Trains employees to safety expectations, policies, and procedures and holds employees accountable to those expectations. • Actively participates in Safe Behavior Audits, identifies near-miss incidents and helps with the implementation and sustainment of corrective actions. • Assigns and explains tasks to the team. • Ensures that crews follow all required construction methods. • Helps with technical training or re-training of crew members. • Make certain the assigned work progresses on schedule. • Coordinates tasks according to priorities and plans. • Allocates general and daily responsibilities. • Supervises the use of machinery and equipment. • Communicates problems and delays when they are unable to resolve them on their own. • Helps troubleshoot and resolve problems as they arise using a solution-oriented approach. • Performs other duties, as assigned.
<p>Quality Control Technician I</p>	<ul style="list-style-type: none"> • Follows safety Policies and Procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Maintains records of cylinder breaks in accordance with Company quality control standards and PCI requirements. • Inspects raw materials and newly batched concrete during batch process and tests all materials to confirm they meet required specifications. • Operates and maintains quality equipment according to manuals and instructions. • Conducts random inspections and documents the accurate fabrication of wire cages and rebar configuration. • Inspects loads leaving the plant to ensure accuracy and quality. • Maintains up to 2 of the following certifications PCI Level I (Precast/Prestressed Concrete Institute), ASTM (American Society for Testing and Materials), AASHTO (American Association of State Highway and Transportation Officials), and/or other local and Company-specific requirements. • Has the ability to read and understand production drawings, engineered prints, and equipment manuals. • Works cooperatively with other groups across the organization to achieve overall quality objectives. • Performs other duties, as assigned.
<p>Quality Control Technician II</p>	<ul style="list-style-type: none"> • Able to perform the role of a QC Tech I • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Ensures that concrete products meet various specifications, including PCI (Precast/Prestressed Concrete Institute), ASTM (American Society for Testing and Materials), AASHTO (American Association of State Highway and Transportation Officials), and other local and Company-specific requirements. • Must be certified at a level of PCI II or greater • Oversees and documents all concrete testing, including air, slump, temperature, unit weight, and cylinder tests. • Takes corrective action as needed, to include corrective instruction, placing holds on production activities and other actions as required to ensure product quality.

<p style="text-align: center;">Quality Control Technician II, Continued</p>	<ul style="list-style-type: none"> • Maintains records of cylinder breaks in accordance with Company quality control standards and PCI requirements. • Inspects raw materials and newly batched concrete and tests to confirm the product meets required specifications. • Validates the use of the proper mix designs for each product Type. • Operates and maintains quality equipment according to manuals and instructions. • Conducts random inspections and documents the accurate fabrication of wire cages and rebar configuration. • Inspects loads leaving the plant to ensure accuracy and quality. • Has the ability to read and understand production drawings, engineered prints, and equipment manuals. • Maintains knowledge of operating and adjusting batch-related equipment for concrete production • Works cooperatively with other groups across the organization to achieve quality objectives. • Quickly communicates quality concerns when they are unable to resolve them on their own. • Performs other duties, as assigned.
<p style="text-align: center;">Lead Person II</p>	<ul style="list-style-type: none"> • Able to perform the role of a Lead Person I. • Leads medium-sized or multiple small crews in operations areas. • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others. • Trains employees to safety expectations, policies, and procedures and holds employees accountable to those expectations. • Owns the findings of their area audits and supports implementation of any required corrective actions. • Assigns and explains tasks to the Lead Persons and teams they are responsible for. • Expert in schematic diagrams, blueprints, sketches, building plans and other specifications required to stage and layout the production area to efficiently perform the work. • Demonstrates a good working knowledge of product and inventory control processes. • Ability to maintain ongoing inter-department communications related to quality, safety, and production. • Communicates problems and delays when they are unable to resolve them on their own. • Leads troubleshooting and problem resolution using a solution-oriented approach. • Responsible for identifying and communicating maintenance and supply needs and for overseeing the performance of some routine maintenance functions. • Back-Up Batch Plant Operators qualify for this title. • Performs other duties, as assigned
<p style="text-align: center;">Working Foreman</p>	<ul style="list-style-type: none"> • Able to perform the role of a Lead Person II. • Leads a large crew or multiple crews including Lead Persons in the operations areas. • Follows safety policies and procedures and is focused on performing duties in a way that ensures their safety and the safety of others.

<p>Working Foreman, Continued</p>	<ul style="list-style-type: none"> • Trains employees to safety expectations policies, and procedures and holds employees accountable to those expectations. • Responsible for working to develop and mentor other team members to ensure cross-training and continuous improvement. • Owns all area audits and the corrective actions resulting from their administration. • Responsible for requesting equipment repair and supply requests. • Ensures that each project is built per the plans and specifications and shipped to the customer with the highest level of quality. • Oversees the overall safety of the job site and relevant surrounding areas and sets the tone for achieving positive safety results. • Leads the development of the production plan for the areas they are responsible for. • Plans the logistics for all personnel and material movement within and to their areas. • Responsible for the accuracy of product and inventory control counts and processes. • Provides timely communication and information to others across the organization, such as engineering, drafting, quality, and others to resolve issues with the process. • Lead Batch Plant Operators qualify for this title. • Performs other duties, as assigned.
<p>Production Foreman</p>	<ul style="list-style-type: none"> • Able to perform the role of a Working Foreman. • Coordinates daily tasks for a majority of the plant according to priorities, schedules and plans, making changes as necessary. • Owns safety policies, procedures and implementation and is focused on performing duties in a way that ensures their safety and the safety of others. • Develops and implements training plans for safety and quality expectations, policies, and procedures and holds employees accountable to those expectations. • Allocates responsibilities for working foremen and aligns tasks for overall plant production. • Works to resolve conflicts and miscommunications between departments and individual employees per Company policy and as appropriate to the situation. • Owns the accuracy of product and inventory control counts and processes for the production areas. • Owns the quality of the products being produced in the production areas. • Oversees some combination of Production, Finishing, Batch Plant Operations, Steel Shop Production, Shipping and Receiving and overall plant operations. • Quickly communicates problems and delays when they are unable to resolve them on their own. • Regularly reports project status and updates to all parties through the use of verbal and written communication (Microsoft Office applications). • Provides timely updates to the organization such as engineering, drafting, quality, and others as needed. • Puts the needs of the employees first and helps people develop and perform as highly as possible. • Performs as a delegate for the Production Manager when needed for daily production & shipping schedules, daily deployment of workforce, and/or other duties required of the Production Manager. • Performs other duties, as assigned

<p>Maintenance</p>	<ul style="list-style-type: none"> • Follows all safety protocols and procedures including LOTO, equipment safety and acts as a Safety Leader in the plant. • Performs preventative maintenance in accordance with the preventative maintenance schedule for support and production equipment. • Performs routine facility and equipment maintenance on mobile equipment, production lines, and all facility support systems. • Performs general and detailed maintenance activities (either with direct or indirect supervision) including repair and replacement work as required. • Performs routine daily inspections of assigned equipment, buildings and spaces and uses findings to prioritize their work. • Individuals must be self-directed, motivated and task oriented. • Initiates replacement parts requisitions and acts as a good financial steward of the business. • Maintains supplies and spare parts inventories to the levels set by the Plant and Production Manager. • Completes all required documentation for work performed in a timely manner. • Maintains a clean and organized work environment and appropriately dispositions used parts, fluids, chemicals and other supplies once the task is complete. • Owns the reliability of equipment, maintenance systems, and maintenance processes. • Ensures maintenance vendors are compliant with all plant policies, safety and regulatory requirements. • Maintains all appropriate certifications. • Performs other duties, as assigned.
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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 previously 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:
 - Eligible Employees' premiums on May 15, 2022, for Forterra's High Deductible Health Plans, &
 - 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.
8. Contech Engineered Solutions, LLC agrees to continue with this MOA.

CONTECH ENGINEERED SOLUTIONS

TEAMSTERS LOCAL 222

CONTECH ENGINEERED SOLUTIONS

TEAMSTERS LOCAL 222



Christopher Caldwell

Director of Regional Manufacturing



Spencer Hogue,

President, Joint Council #3

Secretary-Treasurer