

ARTICLES OF AGREEMENT

Between

JT THORPE INDUSTRIAL

And

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
ON BEHALF OF LOCAL 1945**

March 1, 2024 – December 31, 2026

ARTICLE OF AGREEMENT

This agreement is made and entered into by and between JT THORPE INDUSTRIAL. herein after referred to as the "Company" and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of the IUPIW- USW LOCAL 1945, hereinafter referred to as the "Union".

ARTICLE 1- RECOGNITION OF THE UNION

- A. The Company agrees to recognize the Union as the sole bargaining agent for all employees working in classifications which are listed in the attached wage scale marked Schedule "A" and hereby made part of this Agreement.
- B. When required by law the company, upon notifying USW Local 1945 of the potential scope of work, number of workers to be affected, and location of the project, will be able to enter into work specific Project Labor Agreement with other Unions.

ARTICLE 2 -SCOPE AND TERM OF AGREEMENT

- A. This Agreement shall be in effect from 01/01/2024 until 12/31/2026 and shall renew from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate this Agreement on its expiration date. Such notice containing the specific matter to be discussed must be given in writing sixty (60) days, but not more than ninety (90) days before the expiration date of this Agreement.
- B. The Company shall retain all rights relating to the management and operation of its business and the direction of its working force. This includes but is not limited to the following:
 - 1) The hiring, promotion, demotion, transferring, suspending, disciplining, and discharging employees.
 - 2) The planning, direction, and controlling of over-all operations relating to contracted services as needed.
 - 3) The establishment of the number of foreman and/or supervisors required on any job or project.
- C. No change will be made in wage rates and general working conditions of this Agreement without mutual and written consent of the Company and the Union.

ARTICLE 3 - UNION SECURITY

- A. Union Membership - All employees covered by this Agreement shall apply for and become a member of and to maintain a membership in good standing of the Union, after completion of one hundred seventy two (172) hours and (30 Days) of cumulative employment. In "Right to Work" states an employee may choose not to be covered by this Agreement, however, the Union expressly agrees that it will provide representation to the employee unless; 1) the employee is represented under a collective bargaining agreement to which the Company is signatory; or 2) the employee provides written notice to the Union declining such representation.

- B. Check-off of Union Initiation Fee, Periodic Dues and Assessments - Employees may submit to the Company a signed voluntary authorization of payroll deduction of dues and initiation fees, and assessments, which may be cancelled at any time by such employee by giving both the Company and the Union written notice (it is recommended by Registered Letter, Return Receipt Requested). Upon receipt by the Company of such a signed authorization and until duly cancelled, or such employee quits the Company or is discharged, the Company will deduct the then regular monthly Union dues and initiation fees of such employee and turn same over to the proper officers of the Union no later than the tenth (10th) of the following month in which deductions are made.

The company agrees to withhold initiation fees and dues for the account of the Union upon submittal of voluntary authorization forms signed by the employees permitting such deductions. The Union agrees to hold the Company harmless against any claims of liability that may arise as a result of the Company's withholding of dues or initiation fees pursuant to the Article.

The Union agrees to notify the Company immediately of any change of initiation fees or monthly rate of dues. Upon 120 -day written notice to the Company, the Company will implement any increases of monthly dues, initiation fees and assessments, as designated by the Local Union's Secretary-Treasurer. The Company agrees to furnish the names and addresses of all Union employees and any new Union employees on the Company payroll.

ARTICLE 4 - STRIKES AND LOCKOUTS

- A. During the term of this Agreement, there shall be no strikes, stoppages of work, slowdowns, or other intentional interference with production. The Company agrees that there will be no lockouts.

ARTICLE 5 - PERMISSION TO ENTER COMPANY PROPERTY

- A. Accredited representatives of the Union shall be granted privilege of entering the Company property upon application to the Company representatives locally in charge for permission in accordance with the Company regulations. Such entry will be limited to the purpose of assisting in the settlement of grievances or disputes involving employees covered by this Agreement. No meetings will be held on Company property and time, except as they relate to particular employees specifically involved in disputes or grievances.

ARTICLE 6- GRIEVANCE AND ARBITRATION PROCEDURE

- A. Limitations
- 1) A grievance exists when an employee or group of employees or the Union believes the employee has, or they have, been denied their rights under this Agreement by reason of the application of any of its specific provisions.
 - 2) Time limitations specified in this Article shall apply unless extended in advance by mutual agreement between the parties. If the time limits specified, or as extended by mutual agreement, are not met by the initiating party with due diligence, the grievance shall be considered closed and no longer subject to processing under

this grievance and arbitration procedures. In calculating the time under this Article, Saturday, Sunday and holidays recognized under this Agreement shall not be counted.

- 3) Employees involved in actions alleged in grievances may participate in the processing of such grievances, but time spent therein shall not assume unreasonable proportions. In all cases of grievances presented under this grievance procedure, each of the parties hereto agrees to furnish the other party with information in its possession regarding such grievances, which may be necessary to a full understanding of the subject matter of the complaint, and to facilitate the prompt handling of complaints. Both parties will make every effort to adjudicate the grievance in the area in which it arises.

B. Grievance Procedure

The Union and/or employee or group of employees shall have the right to present grievances that affect the employee or them, to the Company. Individual grievances shall be settled in accordance with the following procedure:

Step One

In all grievances the employee or employees, either individually or through the employees union representative shall first take up the matter with the employees immediate supervisor within fourteen (14) days following occurrence of the alleged violation, and the supervisor shall give the employee a written answer within fourteen (14) days thereafter.

Step Two

If the answer above is not satisfactory, the employee individually or with the employee's union representative may take up the matter with appropriate management authority within ten (10) days following the answer in step one. The grievance shall be set forth in writing, signed by the grievant or grievants, or union representative and must describe as fully as possible each alleged violation and state the claim or relief sought. The Company and the Union shall attempt to reach a satisfactory settlement within ten (10) days.

Step Three

If the grievance is not settled as a result of the above procedure, the Union may present a written request for arbitration to the Company. Such request shall be submitted within fifteen (15) calendar days from the decision in step two.

- C. Arbitration Procedure: For the purpose of settling disputes arising between the parties with regard to the application of the Agreement or the meaning of any part thereof not settled under the procedure in Section B of this Article, the initiating party may submit such grievance to the Board of Arbitration selected as set forth below, provided the grievance meets all the qualification provided in Section A of the Article. The issue involved in the grievance is limited to that which is set forth in the application and only for the time period when the Agreement was in effect.

- 1) Within fifteen (15) days after receipt of the written request for arbitration as specified in Section B above, each party shall designate one(1) member to a Board of Arbitration who shall meet within thirty (30) days from the date of receipt of written request for arbitration as specified above, and endeavor to reach an agreement.
- 2) If these two arbitrators should fail to reach an agreement, the initiating party may request the selection of a third arbitrator. Such request shall be made within fifteen (15) days from the date the arbitrators meet as specified above.
- 3) If such request is made, the arbitrators appointed by the parties shall endeavor to agree upon the third arbitrator. If they are unable to agree within thirty (30) days from the date of request for such arbitrator, the third arbitrator will be selected from a list requested by the initiating party from the Federal Mediation and Conciliation Service. The arbitrators shall select such third arbitrator by alternately striking names from the list of five (5) names of the potentially qualified arbitrators supplied by Federal Mediation and Conciliation Service, and the last remaining name shall be the third arbitrator.
- 4) If a dispute exists as to arbitrability of a grievance, an impartial arbitrator selected by the parties shall first determine the issue of arbitrability. If such grievance is found to be arbitrable, the grievance shall then be submitted to a separate Board of Arbitration selected as provided above, unless the parties agree otherwise.
- 5) Within thirty (30) days after the hearing is closed, unless extended by mutual agreement of the Company and the Union, the Board of Arbitration shall issue its written decision.
- 6) The award of the Board of Arbitration shall be final and binding upon both parties, provided such award shall be within the scope and terms of this Agreement, shall not change, add to, or modify any of its provisions or conditions, and is not decided solely on the basis of practice.
- 7) Any monetary award of the Board of Arbitration shall not cover any period prior to fifteen (15) days before filing of the grievance of this Article.
- 8) The expense and compensation of the arbitrator selected by each party shall be borne by such party, and the expense of the third arbitrator shall be borne equally by the Company and the Union. The general expense of the arbitration proceeding shall be equally divided between the Company and the Union, with the exception of the expense and compensation of any witness called before the Board, which shall be borne by the party calling such witness.

ARTICLE 7 - HIRING OF EMPLOYEES

A. Lay Off:

All employees who are on lay-off status are required to call the Company or report in at least once a week during his lay-off.

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B. Physical Examination:

The Company may require a physical examination at the expense of the Company, as a condition to hire, rehire, or whenever it is deemed a factor in considering an employee's qualifications for promotion, demotion, or job retention.

C. Drug Testing:

The Company reserves the right to have all current and future employees follow the Company's Substance Abuse Prevention Program as a condition of employment and to be part of a random drug poll if required.

D. Background Check

The Company reserves the rights to have all current and future employees submit to a background check and have certain credentials and criminal and other background information verified as a condition of employment.

ARTICLE 8 – WAGE AND CLASSIFICATIONS

- A. Classifications and minimum wage rates to be paid by the Company to the employees covered by this Agreement will be provided in Schedule "A". Effective March 1, 2024, all current employees shall receive an increase based on their classification as set forth in Schedule "A". This will not impose any restriction on the Company paying any additional compensation at its sole discretion.
- B. The craftsmen rates referred to in the Wage Schedule "A" apply to Craftsmen with Journeyman skills or certifications. The Company, in its sole discretion, may require a worker to pass a company-sponsored test before he/she can be certified to receive such pay.
- C. It is agreed that the Union and the Company will meet annually, at a mutually agreeable location, to discuss the current labor rates.

ARTICLE 9 – RETIREMENT PROGRAM/HEALTH BENEFITS

- A. Upon hire all employees are eligible to participate with their own funds in the USW Industry 401(k) retirement savings program.
- B. Upon completion of 800 hours of service, employees shall become eligible to enroll in the USW Industry 401 (k) Fund ("Fund"). Each eligible employee shall be permitted to make employee contributions in accordance with the rules of the Fund. The Company shall contribute one (1) % of the gross of the employee's check each week. Employer contributions shall vest immediately upon deposit to the Fund.
- C. The Company agrees to participate in the Fund in accordance with the terms of the Fund's Standard Form of Agreement for Participation. The Company shall administer employee enrollment, facilitate employee contributions through payroll deductions, and timely transfer employer and employee contributions to the fund in accordance with the fund's Standard Form of Agreement for Participation. The Company bears no responsibility for these funds following the presentation of said funds to the Union's Plan Administrator. Employees will be governed by the by-laws of the Union's Plan documents.

- D. Nothing in this Agreement shall impose any restriction on the Company to provide additional retirement or medical benefits to an employee or employees in its sole discretion.
- E. The Company will provide medical benefits to employees to the limited extent required by the Affordable Care Act and associated regulations, as may be amended from time to time. The Company expressly reserves the right to select the measurement period for determination of eligibility for benefits.

ARTICLE 10 - HOURS OF WORK OVERTIME AND PREMIUM PAY

- A. Hours of work will be dictated by each location policy.
- B. A regular workday shall consist of eight (8) consecutive hours, exclusive of meal period. The regular workweek shall be five (5) eight-hour days in one week. The established work week shall start at 12:00 am Monday and end at 11:59 pm the following Sunday.
- C. All work performed by an employee in excess of forty (40) hours in any work week, shall be paid at one and one-half (1-1/2) times the applicable rate.
- D. If an employee report for work and without previous notification is told there is no work available, he will be paid two (2) hours at the straight-time rate for his classification. The two (2) hours, referred to herein shall not be considered time worked for the purpose of determining time worked in excess of forty (40) hours per week, provided he is sent home and does not work that day.

ARTICLE 11 - PAYPERIOD

- A. The pay period shall be paid weekly and the pay period shall be based on a Monday through Sunday work week.
- B. The Union recognizes that the Company has the right to establish which day of the week regular payroll will be distributed.
- C. Payroll distribution for employees who have quit, been laid-off, or terminated will be distributed to the employee on the regular pay day for that work week.

ARTICLE 12 - HOLIDAYS

- A. For the purpose of this Article, the following are recognized "regular" holidays only when worked, and will consist of time and one-half, when the client pays such rates:

New Year's Day	Martin Luther King Day	Memorial Day
Independence Day	Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

ARTICLE 13 - VACATION

- A. 1. After one (1) year of service Paid Time Off (PTO) to be paid to employees if they work one thousand five hundred (1500) straight time hours during a calendar year, an employee will be eligible for PTO forty (40) hours, pay at their current rate of pay.
2. Employees completing three (3) years of service, or more, will be eligible for Paid Time Off (PTO) to be paid to the employee if they work one thousand five hundred (1500) straight time hours during a calendar year, these employees will be eligible for PTO of sixty-four (64) hours pay at their current rate of pay
- B. Employees must be in good standing with the company and the union. PTO to be paid in December of the year the employee qualifies for this benefit.
- C. When an employee works in more than one classification in any given year his/her rate of pay for PTO purposes shall be computed on the basis of the average hours worked in each classification, not including overtime or premium pay.

ARTICLE 14 - COFFEE BREAKS

- A. There shall be no organized coffee breaks.

ARTICLE 15 - SAFETY

- A. It is recognized that safe working conditions and safe practices are essential in the prevention of personal injury and damage to equipment. The Company welcomes safety suggestions from the employees. The Company will acknowledge all such suggestions presented in writing when addressed to the Company safety representative and will investigate their merit and practicability. Employees are required to report all safety related problems immediately to their supervisor.
- B. Employees will not be required to perform service that violates Company, State, or Federal safety regulations.
- C. When a worker is required to perform work in any area where the employee is exposed to acid or caustic conditions, the Company shall furnish necessary protective clothing and will maintain them at their expense.
- D. All employees are expected to provide their own Company approved steel toe safety shoes.
- E. The Union recognizes the right of the Company to establish reasonable Company rules as it may deem necessary, provided such rules are not in conflict with the terms and provisions of this Agreement.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- A. All employees shall perform any work at any time when assigned.

- B. All employees hired must sign a physical statement holding the Company free of liability for previous disability or illness that would interfere with any work assignment.
- C. Should it be found that a provision in the Agreement is in conflict with the Federal and or State law now existing or any laws later imposed, any part of this Agreement in conflict shall be void and considered open for negotiations, but the remainder of the contract will remain in force.
- D. The Company reserves the right to payroll deduct the value of any assigned, damaged, lost or stolen equipment caused by the employee
- E. If any court should hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

ARTICLE 17-WRITTEN NOTICE

- A. Written notice required under the term of this Agreement will be sufficiently served for all purposes here in when mailed Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the listed addresses.

TO THE COMPANY:

JT THORPE INDUSTRIAL
3749 E. Atlanta Ave.
Phoenix, AZ 85040

TO THE UNION

IUPIW - USW LOCAL 1945
8131 E. Rosecrans Avenue
Paramount, CA 90723

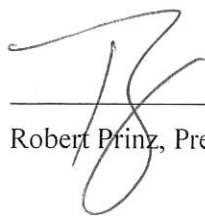
[SIGNATURE FOLLOWS ON A SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this _____ day of _____, 20_____.

FOR THE COMPANY

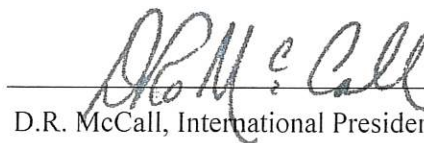
JT Thorpe Industrial



Robert Prinz, President

FOR THE UNION

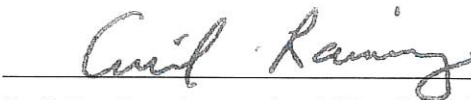
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union



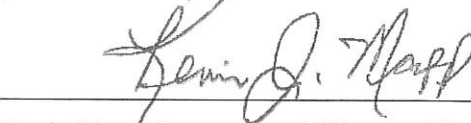
D.R. McCall, International President



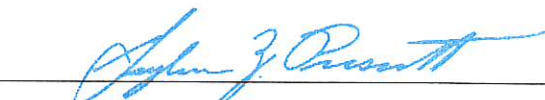
John E. Shinn, International Secretary/Treasurer



Emil Ramirez, International Vice President
(Administration)



Kevin Mapp, International Vice President
(Human Affairs)



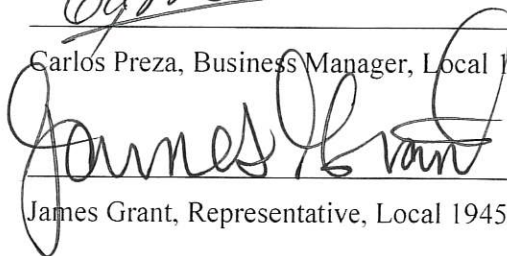
Gaylan Prescott, Director, District 12



Ron Espinoza, Sub-District Director



Carlos Preza, Business Manager, Local 1945



James Grant, Representative, Local 1945

Dated: