



COLLECTIVE BARGAINING AGREEMENT

**BETWEEN COMMUNICATION WORKERS OF AMERICA AND
SIMPSON STRONG-TIE COMPANY, INC. – RIVERSIDE BRANCH**

MARCH 1, 2025 TO MARCH 1, 2029



TABLE OF CONTENTS

GENERAL PURPOSE OF AGREEMENT.....	5
ARTICLE 1. UNION RECOGNITION AND WORK JURISDICTION	5
Section 1. Definitions	5
Section 2. Employees Covered.....	5
Section 3. Employees Not Covered	6
Section 4. Union Retains Jurisdiction.....	6
ARTICLE 2. UNION SECURITY.....	6
Section 1. Union Membership	6
Section 2. Hiring of Employees	7
Section 3. No Discrimination	7
ARTICLE 3. MANAGEMENT SECURITY	7
Section 1. No Strike - No Lockout.....	7
Section 2. Employee Considered as Quit.....	8
ARTICLE 4. WAGES AND CLASSIFICATIONS	8
Section 1. Wages.....	8
Section 2. Definition of Job Classifications	8
Section 3. New Work	8
Section 4. Deductions from Pay	8
Section 5. Weekly Pay Periods.....	8
Section 6. No Reduction in Pay	8
ARTICLE 5. JURY PAY/FUNERAL LEAVE.....	9
Section 1. Jury Leave	9
Section 2. Funeral Leave.....	9
ARTICLE 6. APPRENTICES	10
Section 1. Acceptance of Standards.....	10
Section 2. Pay for Apprentices	10
Section 3. Ratio and Rules	10
Section 4. Seniority for Apprentices.....	10
Section 5. Termination of Apprentices	10
ARTICLE 7. HOURS AND SHIFTS	10
Section 1. Hours	10
Section 2. Shifts and Shift Differentials.....	11
Section 3. Transfer to Another Shift	11
Section 4. Overtime	11

Section 5.	Call-In and Call-Back Pay.....	12
Section 6.	Travel Time.....	12
ARTICLE 8. HOLIDAYS		13
Section 1.	Recognized Holidays	13
Section 2.	Qualifying Conditions	13
Section 3.	Holiday on Saturday and Sunday	13
Section 4.	Holidays During Vacations	14
Section 5.	Pay for Work on a Holiday.....	14
Section 6.	The Day Before New Year's	14
ARTICLE 9. VACATION		14
Section 1.	Qualifying Period	14
Section 2.	Vacation Categories	14
Section 3.	Vacation Rules	15
Section 4.	Scheduling of Vacations	15
Section 5.	Vacation Pay as Severance Pay.....	15
ARTICLE 10. SICK PAY		16
Section 1.	16
Section 2.	16
Section 3.	16
Section 4.	16
ARTICLE 11. SENIORITY		17
Section 1.	Seniority Rules	17
Section 2.	Layoff and Recall	17
Section 3.	Loss of Seniority	17
Section 4.	Notice of Layoff	18
Section 5.	Leaves of Absence	18
Section 6.	Information Furnished the Union	19
Section 7.	Promotions Outside the Bargaining Unit.....	19
ARTICLE 12. UNION REPRESENTATION.....		19
ARTICLE 13. GRIEVANCE PROCEDURE		20
Section 1.	General	20
Section 2.	Grievance Steps	20
	Step 1: Written Grievance.....	20
	Step 2: Steward and Manager/HR Representative Meeting.....	21
	Step 3: Business Representative and Management Meeting.....	21

Step 3(b): Voluntary Mediation.....	22
Step 4: Arbitration.....	23
ARTICLE 14. WORKING CONDITIONS	23
Section 1. Industrial Accidents	23
Section 2. Safety Rules.....	24
Section 3. Physical Examinations	25
Section 4. No Age Limit	25
ARTICLE 15. MISCELLANEOUS SUBJECTS	25
Section 1. Notice of Intent	25
Section 2. Saving Clause	25
ARTICLE 16. GROUP INSURANCE, HOSPITALIZATION, SURGICAL, MEDICAL, VISION, LIFE AND DENTAL PROGRAM	26
Section 1.....	26
Section 2.....	26
Section 3.....	26
Section 4.....	26
Section 5.....	26
Section 6.....	26
ARTICLE 17. PENSION	27
Section 1.....	27
Section 2.....	27
ARTICLE 18. MANAGEMENT RIGHTS	27
ARTICLE 19. LEAD PERSONS	28
ARTICLE 20. PLANT RELOCATION AND SEVERANCE PAY	28
ARTICLE 21. DISCIPLINE/DISCHARGE	29
Section 1.....	29
Section 2.....	29
Section 3.....	29
Section 4.....	29
Section 5.....	29
Section 6.....	30
ARTICLE 22. PAYROLL DEDUCTION OF UNION DUES; REPORTS	30
ARTICLE 23. 401K	31
ARTICLE 24. DURATION OF AGREEMENT	32

APPENDIX A	33
Section 1. Wages	33
Section 2. Red Circle Classification.....	33
APPENDIX B - JOB CLASSIFICATIONS.....	34
Tool And Die Maker:.....	34
Machine Repair Worker:	34
Maintenance Machinery Repair Helper:	34
Building Maintenance Mechanic:	34
MEMORANDUM OF UNDERSTANDING TO APPENDIX A.....	36
Master Maintenance Mechanic (\$46.80)	36
Maintenance Mechanic Level A (\$43.20)	37
Maintenance Mechanic Level B (\$39.60)	38
Building Maintenance Technician (\$39.60)	39

This Agreement is between SIMPSON STRONG-TIE COMPANY, INC. (RIVERSIDE BRANCH), party of the first part, hereinafter referred to as "the Employer," and the COMMUNICATIONS WORKERS OF AMERICA or "CWA", party of the second part, hereinafter referred to as "the Union."

GENERAL PURPOSE OF AGREEMENT

The general purpose of this Agreement is to set forth the hours of work, rates of pay, and conditions to be observed by the Employer and the Union, to provide orderly and harmonious procedures between the Employer and the Union, and to secure a prompt and fair disposition of grievances. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of the business. The Union and the Employer subscribe to the principles of a fair day's work for a fair day's pay.

WITNESSETH: It is hereby mutually agreed to as follows:

ARTICLE 1. UNION RECOGNITION AND WORK JURISDICTION

Section 1. Definitions

Unless otherwise expressly stated herein, the following definitions shall apply to the terms used in this Agreement.

- A. "Company" shall refer to Simpson Strong-tie Company, Inc. with a principal place of business in Pleasanton, CA.
- B. "Employer," "Riverside Branch," and/or "Branch" shall mean the Riverside office of the US Southwest Region of Simpson Strong-Tie, located on Holly Street in San Bernardino County, CA. Employer is a party to this Agreement.
- C. "Employee" shall mean employees of the Simpson Strong-tie Riverside Branch who are members of the Union signatory to this Agreement and covered herein as set forth in Section 2 below.
- D. "Union" or "CWA" shall mean the COMMUNICATIONS WORKERS OF AMERICA, Local 9415. Union is a party to this Agreement.

Section 2. Employees Covered

This Agreement shall cover, and the Employer recognizes the Union as the sole bargaining agent for, all Tool and Die Makers, Tool and Die Apprentices, Tool and Die Machinists, Machine Repairmen, Building Maintenance Mechanic, Maintenance Helpers, and Machine Repair Apprentices, their Lead Persons and/or Working Foremen employed by the Employer signatory to this Agreement.

Section 3. Employees Not Covered

All employees presently represented by collective bargaining agreements with other unions, Clerical and Office Employees, Professional Personnel, Office Janitors, Engineering Personnel, Technical Personnel, Foremen, Supervisors, Watchmen and Guards as defined in the National Labor Relations Act of 1947, as amended.

Note: Supervisors, Foremen, Engineering personnel and Technical personnel, who do not use the tools of the trade except in a supervisory capacity are specifically excluded from coverage of this Agreement. It is not intended that the exclusion of Supervisors or Foremen would apply to Lead persons and/or Working Foremen.

Section 4. Union Retains Jurisdiction

The Union and the Employer agree that during the life of this Agreement, they will not surrender jurisdiction over any of the employees covered by this Agreement to any other union. The Branch must notify the CWA when any CWA member transfers to another union, within or outside the Riverside Branch, no less than one week prior to the effective date of transfer. Emergency situations may arise and will be handled rapidly, providing that they are confirmed to be bona fide emergencies.

ARTICLE 2. UNION SECURITY

Section 1. Union Membership

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- C. The conditions of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfer out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.

Section 2. Hiring of Employees

- A. The Employer shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Employer will not discriminate against any applicant referred by the Union. The Employer will notify the Union office of the name, address, social security number, classification and date of hire within three (3) business days from the date of hire.
- B. In the application of Section 1 above, when the Employer is notified by the Union that an employee has failed to tender to the Union periodic dues, or an amount equal to periodic dues, initiation fee or reinstatement fee, the Employer shall within two (2) working days terminate such employee. Such employee shall not be reemployed by the Employer during the life of this Agreement unless the employee becomes a member in good standing in the Union as defined by applicable law.

Section 3. No Discrimination

There shall be no discrimination against any member of the Union by the Employer and/or against the Employer by the Union.

There shall be no discrimination against any employee or applicant for employment based on his/her race, color, creed, national origin, sex (including pregnancy, gender, gender identity, and gender expression), sexual orientation, age, disability, veteran status, religion, or union activities.

The Employer and Union mutually reaffirm their continued compliance with the requirements, purpose and intent of applicable Executive Orders, Federal, State, and other legislation pertaining to fair employment practices and non-discrimination in employment.

ARTICLE 3. MANAGEMENT SECURITY

Section 1. No Strike - No Lockout

- A. During the life of this Agreement, the Union will not cause a strike or production stoppage of any kind, nor will any employee or employees take part in a strike, intentionally slowdown in the rate of production, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure set forth herein. Likewise, the Employer agrees that there shall be no lockouts during the life of this Agreement provided the Union follows the Grievance Procedure set forth herein.
- B. It shall not be considered a violation of this Agreement if employees of Employer fail to report for work by reason of a legitimate, authorized picket line established by another union which has a collective bargaining agreement with the company, or the Central Labor Council having jurisdiction.
- C. Notwithstanding subsection B above, the Unions signatory to this Agreement shall not observe a picket line, placed for organizational purposes unless proof is submitted that the union placing the picket line represents the majority of people in the unit claimed.

Section 2. Employee Considered as Quit

In the event an employee or group of employees violates the provisions of this Article, such employee or employees shall be deemed to have quit their employment. If such an employee or group of employees is re-hired by the Employer, any restoration of benefits shall be by mutual agreement between the Employer and the Union.

ARTICLE 4. WAGES AND CLASSIFICATIONS

Section 1. Wages

Minimum wages for classifications of employees covered by this Agreement are set forth in Appendix A. Premium wage rates above the minimum wage rates may be paid by the Employer.

Section 2. Definition of Job Classifications

Definition for job classifications contained in the wage structure (Appendix A) are set forth in Appendix B which is a part of this Agreement.

Section 3. New Work

In the event Employer introduces new machinery or equipment resulting in a new method or work process properly coming within the jurisdiction of the Union, which the Union believes has been improperly assigned, the Employer and the Union shall, upon written request, enter negotiations as to the proper assignment of the work within the existing classifications covered by this Agreement. If no agreement is reached, the dispute shall be referred to Arbitration as provided in Step 4 of the Grievance Procedure. Pending final settlement or resolution of the grievance, the new work shall continue to be performed in the classification established by the Employer.

Section 4. Deductions from Pay

There shall be no deductions from employees' pay covered by this Agreement except as provided in this Agreement or as required, requested by employee, and/or in the manner prescribed by law.

Section 5. Weekly Pay Periods

Except where otherwise agreed to between Employer and the Union, wages shall be paid as follows: Employees shall be paid biweekly. There shall be no unreasonable delay in the payment of wages on payday. When payday falls on a recognized holiday, the day preceding the holiday shall be considered as payday.

Where payday is on Friday, employees on second or third shift shall be paid no later than the termination of their shift preceding the Friday day shift.

Section 6. No Reduction in Pay

No employee covered by this Agreement shall suffer a reduction in his/her hourly rate of pay because of the adoption of this Agreement.

ARTICLE 5. JURY PAY/FUNERAL LEAVE

Section 1. Jury Leave

Where an employee is unable to report for work on his/her regular shift by reason of Jury Duty, he/she will, upon furnishing written proof of such service (including date served and amount of pay received), be paid the difference between the jury pay and the amount he/she would have been paid at for up to eight hours per day (including shift differential), up to a maximum of fifteen (15) days. Requests for additional paid jury leave based on exceptional circumstances will be addressed on a case-by-case basis.

The following shall be applied to the application of Jury Pay:

- A. Night shift or swing shift employees who are required to report for Jury Duty or examination shall have their schedule temporarily changed to Day shift to coincide with the obligatory Jury Duty.
- B. Day shift employees required to report for Jury Duty or examination and excused by the court prior to the completion of one half of the employees shift, inclusive of travel time, shall return to work for the balance of their day shift and shall be paid the difference between the jury pay or examination pay, if any, and their regular pay lost.
- C. Night shift or swing shift employees required to report for Jury Duty or examination shall not be required to report to Jury Duty in the daytime and work the night shift or swing shift on the same calendar day.
- D. This Article shall not apply in any case where an employee voluntarily seeks Jury Duty.

Section 2. Funeral Leave

In the event of a death in the immediate family for an employee who has attained seniority (as set forth in Article 11 herein), he/she will upon request, be granted a paid leave for up to three (3) scheduled days to attend the funeral. Employees seeking Funeral Leave under this section must submit proof of death in accordance with applicable law. The 3 days of funeral leave will be deducted from the employee's entitlement to Bereavement Leave, also in accordance with applicable law.

Employee on such Funeral Leave will receive eight (8) hours of pay (including shift differential) for up to those 3 days only. Any remaining Bereavement Leave to which the employee is entitled under applicable law, which is not otherwise used, will be unpaid. This provision does not apply if the employee is on leave of absence or layoff.

For the purpose of this provision, the immediate family shall be the employee's parents, stepparents, legally adopted parents, children, stepchildren or adopted children, brothers or stepbrothers, sisters or stepsisters, spouse, grandparents, grandchildren, mother-in-law, father-in-law, registered domestic partner, domestic partner's children, domestic partner's mother, domestic partner's father.

ARTICLE 6. APPRENTICES

Section 1. Acceptance of Standards

All Tool and Die Apprentices shall be governed in accordance with the standards set forth by the appropriate State Division program.

Section 2. Pay for Apprentices

See Appendix A.

Section 3. Ratio and Rules

Employer will maintain a minimum of two Journeymen Tool and Die Makers. Notwithstanding this ratio, if Employer is not currently training apprentices, Employer is not required to maintain this ratio while there are Journeymen Tool and Die Makers on layoff and subject to recall.

Section 4. Seniority for Apprentices

When an Apprentice has completed his/her formal indentured training program, the Employer at whose plant he/she completed his/her training program reserves the right to terminate the Apprentice, including for just cause, or retain him/her as a Journeymen. The Employer will notify the Apprentice two (2) calendar weeks prior to the actual date of termination. If the Employer elects to retain the employee as a Journeymen, such employee shall carry the seniority he/she acquired as an Apprentice to his/her Journeymen classification. If the Apprentice is terminated and rehired within one (1) year, he/she will be given full seniority credit for his/her time worked as an apprentice with the Employer.

Section 5. Termination of Apprentices

In the event Employer maintains a Joint Apprenticeship Committee, any discharge of Apprentices shall be reported to such committee. Termination of apprentices under this Section 5 may be grieved to Step 3 of the Grievance Procedure set forth herein, within five (5) business days of knowledge of the termination.

ARTICLE 7. HOURS AND SHIFTS

Section 1. Hours

- A. Except as provided in Section 5 below (Call-In Pay), this Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- B. Except as provided in Section 2 below (Shift Differentials), eight (8) hours of continuous employment, exclusive of a lunch period, shall constitute a day's work, between the hours of four (4:00) a.m. and four-thirty (4:30) p.m. for first shift, and between the hours of eleven (11:00) a.m. and 11:00 p.m. for second shift. Forty (40) hours shall constitute a week's work between four (4:00) a.m. Monday and 11:59 p.m. Friday.

- C. Regular shift starting time and regular work week may be changed by the Employer, provided the Union is given forty-eight (48) hours' advance notification of such change.

Section 2. Shifts and Shift Differentials

- A. First or regular day shift: a consecutive eight (8) hour period, between the hours of 4:00 a.m. and 4:30 p.m., exclusive of a lunch period on the employee's time. The Employer agrees to maintain only one 8-hour period between these hours.
- B. Where two shifts are worked: the second shift shall start no later than thirty (30) minutes after the first shift terminates and shall consist of eight (8) consecutive hours of work, exclusive of a thirty (30) minute lunch period on the employee's time.
- C. Employees assigned to a second shift operation shall be paid the second shift hourly rate for the time worked. (Appendix A)
- D. Employees on third shift shall receive eight (8) hours' pay provided they work a full shift.

Section 3. Transfer to Another Shift

- A. Employees transferred from one shift to another shall be given twenty-four (24) hours' notice or shall be paid overtime for the first shift so worked. Change of shift shall not result in any loss of time to an employee, and when the employee is transferred from one shift to another with the requisite twenty-four (24) hour notice and where the transfer is for more than one shift, no overtime pay shall be required. Transfers between shifts shall be voluntarily by seniority or involuntarily by inverse seniority among qualified employees. In all cases of transfer, the employee affected shall have a minimum rest period of seven (7) hours between shifts.
- B. Shop Stewards or Acting shop stewards shall not be transferred from the shift to which they are assigned while work which they are capable of performing, is available without union approval.

Section 4. Overtime

- A. All work performed by employees covered by this Agreement outside of the standard straight time hours of work and shifts as set forth in Sections 1 and 2 of this Article shall be paid at time and one-half (1 1/2) for the 9th and 10th hours worked, Monday through Friday, and the first eight (8) hours worked on Saturday. All other overtime shall be paid at double time provided the employee has been paid forty (40) hours in any one week (as defined in Section 1 above).
- B. When overtime is necessary, it is agreed that over a period of time, the Employer will distribute this overtime in a fair and equitable manner by department, title, and shift.
- C. Employees refusing such overtime opportunity, or absent on such day, will be credited the overtime offered to them for purposes of equalizing overtime distribution only.
- D. If an employee is offered and accepts working overtime, then the overtime will be considered a normal workday for attendance purposes only.

- E. The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed, however, that the concerted refusal of a group of employees to work overtime would be a violation of this Article.
- F. New employees shall not receive overtime work credit for purposes of equalization until completion of their probationary period and then they shall be given an overtime worked credit to equal that of the highest credited employee of the work group on this shift.
- G. The Employer shall make available, upon request by the Shop Steward, records of overtime hours worked in the previous month.

Section 5. Call-In and Call-Back Pay

- A. Any employee called and/or reporting for work at the beginning of his/her regular shift shall receive either four (4) hours of work or 4 hours pay at the applicable hourly rate, provided he/she does not leave sooner of his/her own accord. Any employee who works more than 4 hours on his/her regular shift shall receive either work or pay at the applicable rate for the balance of such shift, provided he/she does not leave sooner of his/her own accord.
- B. On Saturdays, Sundays and Holidays, any employee called and reporting for work shall receive not less than 4 hours of work or four 4 hours of pay at the applicable hourly rate, provided he/she does not leave sooner of his/her own accord. If such employee works more than four 4 on such shift, he/she shall be paid for the actual hours worked by him in excess of 4 hours at the applicable rate.
- C. The above provisions for call-in pay shall not apply when work is not available by reason of Acts of God, fire, flood, or any cause beyond the control of the Employer.
- D. An employee shall be deemed as requested to report on his/her regular shift unless notified by an authorized representative of the Employer to the contrary at the close of the previous days' work, or by actual notice not later than twelve (12) hours before the beginning of his/her next regular shift. In the event an employee has been absent for any reason, this section shall not apply unless he/she has first contacted his/her supervisor and is notified when to report for work.
- E. An employee who has left the Employer's premises and is called back to work by the Employer after the termination of his/her regular shift shall receive not less than 4 hours work or four 4 hours pay at the overtime rate.
- F. An employee shall not be required to stand by for a call back to work after the termination of his/her regular shift.

Section 6. Travel Time

All time taken up in traveling to and from outside work, not to exceed eight (8) hours per day, computed from 8:00 a.m. to 8:00 a.m., shall be paid for at straight time, plus actual and necessary expenses until destination is reached and the employees have returned to their places of regular

employment. If employees are required to travel on overtime days, they shall be paid travel time at overtime rates. Regularly scheduled air coach may be used. Air travel accident insurance shall be provided by the Employer.

In no event shall an employee be paid under this provision less than the amount required by the applicable provisions or interpretations of the Fair Labor Standards Act as amended.

ARTICLE 8. HOLIDAYS

Section 1. Recognized Holidays

The following shall be twelve (12) paid holidays:

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING

DAY AFTER THANKSGIVING

CHRISTMAS EVE

CHRISTMAS DAY

NEW YEAR'S DAY

(2) FLOATING HOLIDAYS*

(1) COMPANY INITIATED HOLIDAY**

(1) BRANCH INITIATED HOLIDAY***

(*) Floater Holidays treated as a vacation day, which will be used throughout the year with prior management approval.

(**) The Company initiated Holiday will be decided at the sole discretion of the Company, with notice to employees no later than the end of January of the holiday year.

(***) The Branch initiated Holiday, which will be either MLK, Jr. Day or Veterans' Day, will be decided at the sole discretion of the Branch with advance notice to employees no later than the end of November prior to the holiday year.

Section 2. Qualifying Conditions

- A. The employee worked the regularly scheduled shift immediately prior to and the regularly scheduled shift immediately following the holiday. Employees who do not work the regularly scheduled shifts immediately prior to and immediately the holiday, will be entitled to Holiday pay when the absence is due to: (1) a temporary layoff that extends less than ten (10) working days after the day on which the holidays falls, or (2) absence approved by the Employer.
- B. Holiday pay shall be eight (8) hours pay at the shift rate and shall include any applicable shift differential.

Section 3. Holiday on Saturday and Sunday

If a holiday set forth above falls on Saturday, the preceding Friday shall be observed as the holiday; if a holiday set forth above falls on Sunday and is observed by the Monday following, said holiday will be paid under the conditions contained in this Article.

Section 4. Holidays During Vacations

When one of the paid holidays occurs within an employee's vacation period, (s)he shall be required to take an additional day's vacation and (s)he shall receive holiday pay as provided in Section 2 above, in addition to his/her vacation pay, provided (s)he works the regularly scheduled shifts immediately prior to and immediately following his/her vacation period.

The exceptions in Section 2(a) above shall also apply to this Section.

Section 5. Pay for Work on a Holiday

Employees who qualify for holiday pay in accordance with Section 2 above shall receive pay for all hours worked at the regular rate of pay, in addition to the Holiday pay, for work performed on any of the recognized holidays.

Section 6. The Day Before New Year's

The following shall apply only to the day proceeding New Year's Day if it is not designated as a Company Holiday in accordance with Section 1 above: When more than one (1) shift is regularly scheduled, the shift hours may be arranged to permit second and third shift employees to celebrate New Year's Eve. Such arrangements shall not constitute a transfer of shift.

ARTICLE 9. VACATION

Section 1. Qualifying Period

Employer shall grant vacation at the time that "Duration of Service" is achieved in accordance with the chart below:

Duration of Service	Day to Day	Week to Week	Block Day	Total
6 mths – 1 yr	5 days	N/A	N/A	5 days (40 hrs)
1 yr – 5yrs	5 days	6 days	N/A	11 days (88 hrs)
6 yrs – 10 yrs	5 days	6 days	5 days	16 days (128 hrs)
11 yrs – 14 yrs	5 days	7 days	5 days	17 days (136 hrs)
15+ yrs	5 days	6 days	10 days	21 days (168 hrs)
20+ yrs	5 days	6 days	15 days	26 days (208 hrs)

Section 2. Vacation Categories

- **Day to Day:** shall be used in 4-to-8-hour increments with at least 12 hours' notice.
- **Week to Week:** shall be used in 8-hour increments with pre-approval by management or at least one week's notice.
- **Block Day:** shall be used in 40-hour increments with pre-approval by management or at least one week's notice.
- **Day to Day and Week to Week** unused days within the allotted carry-over amount shall be added to block days and used in that manner.

Section 3. Vacation Rules

- A. Beginning with the date of hire, there is a 6-month waiting period before vacation can be used. Following the 6-month waiting period, vacation will be granted in accordance with the chart above, on the date of service anniversary date.
- B. Employees shall be required to take vacation each year for the purpose of rest and relaxation. In no instance shall he/she receive vacation pay in lieu of time off, except when an employee, due to lay off or disability, has lost time in the amount equal to or more than his/her eligible vacation time.
- C. Employees may elect to use up to forty (40) hours of their accrued vacation in four (4) or (8) hour increments, provided that said incremental vacation time requested at least twelve (12) hours in advance of an employee's start time. The advance notice is not required in the case of a verifiable and bona fide emergency.
- D. An eligible employee who is laid off, terminated, quits, or is enrolled into the Armed Forces of the United States, shall be paid accrued vacation at the time of such incident. The amount of 1/12 of one (1), two (2), three (3) or four (4) weeks of vacation pay for each month of service, as it bears to the years of service from the date of employment, in which the employee has averaged at least one hundred twenty (120) hours worked or paid each month.
- E. All Federal and California laws will be recognized, and followed, when applicable and may at times supersede the terms of the CBA.
- F. Vacation pay shall be at the employee's present shift rate of pay as of his/her vacation date. Federal, State and any other legal deductions must be taken from vacation pay.
- G. Employees temporarily assigned to another shift (a temporary assignment is defined as thirty (30) working days or less) immediately prior to June 30th shall receive their nominal shift rate of pay for the purpose of computing vacation pay.

Section 4. Scheduling of Vacations

Where it does not interfere with the efficient operation of the Employer's business (such as operation needs as dictated by customer demands), the Employer will authorize time off on a first-come, first-serve basis in scheduling vacations.

Vacation may be taken in weekly, daily or hourly increments as authorized by the employee's supervisor.

In the event of a permanent closing of the Riverside Branch the Employer shall notify the employees as far in advance as possible, but not less than ninety (90) days prior to said closing.

Section 5. Vacation Pay as Severance Pay

- A. Except as provided below, each employee upon termination shall receive any vacation earned but not used, since date of hire including pay based on hours worked. Any employee

who quits or is discharged for cause and who has not completed sixty (60) calendar days of service with the Employer shall not be entitled to vacation pay.

- B. In the case of layoff or discharge, where the number of days for severance pay due an employee would extend to or through any of the paid holidays set forth in Article 8, such paid holiday shall be added to the pay due the employee laid off or discharged. The provisions of this paragraph shall not apply in any case of voluntary quit or in any case where an employee who is off the payroll by reason of sickness, injury or leave of absence requests payment of vacation pay.

ARTICLE 10. SICK PAY

Section 1.

Employees will receive a lump sum of six (6) paid sick days each calendar year on January 1 for use during the 12-month period ending December 15. After December 15 in any given calendar year, Employees who have not used all paid sick days may choose to cash out all remaining paid sick days, carry over remaining paid sick days up to a maximum of 2 paid sick days to the following year starting on January 1, or a combination of both as long as the starting balance on the following January 1 is no more than 8 sick days.

Section 2.

Newly hired employees hired after January 1 but before July 1 (i.e., by June 30) in a given calendar year, will receive a lump sum of six (6) paid sick days on their date of hire, which sick day can be used starting on the day after the 90th day of employment. Any portion of these paid sick days that is not used by December 15 shall carry over to the following year in accordance with Section 1 above. Newly hired employees hired after June 30 through the end of a calendar year, will receive a lump sum of three (3) paid sick days. Any portion of these paid sick days that is not used by December 15 shall carry over to the following year in accordance with Section 1 above.

Section 3.

One (1) day of sick leave equals eight (8) hours. Sick leave may not be taken in increments of less than two (2) hours. Sick pay shall be paid at the employee's hourly regular rate of

Section 4.

Sick leave may be used for absences from work due to the employee's own sickness, disabling physical or mental condition, wellness visits or injury; the sickness, disabling condition, wellness visits or injury of the employee's immediate family; or for any other reason provided for in the current version of California Labor Code§ 246.5.

ARTICLE 11. SENIORITY

Section 1. Seniority Rules

- A. In the absence of written seniority rules agreed to by the Employer and the Union, the following provisions apply: The first ninety (90) calendar days for each new employee shall be an at-will employee. The employment of any employee may be terminated as not qualified at any time during the ninety (90) day trial period without a showing of just cause. By mutual agreement between Employer and the Union, this Trial period can be extended up to 30 days. Seniority for each employee will start after he/she has completed his/her Trial period and will date back to the date of hire of his/her current employment.
- B. An employee's seniority is defined as his/her length of continuous service with the Employer in the Union under this Agreement. It shall be applied as follows:

Section 2. Layoff and Recall

- A. In the event that work becomes slack and the Employer deems it necessary to reduce the working force in any of the classifications, the employee with the least seniority in the classification shall be the first employee laid off. If, however, such employee has worked with the Employer in another classification, he/she may, at his/her option, in lieu of layoff, exercise his/her seniority in said classification for the purpose of bumping the employee with the least seniority. In rehiring and recalling, the reverse of the above procedure shall be used.
- B. For the purposes of layoff and recall only, Shop Stewards or Acting Shop Stewards shall have top seniority while acting in the capacity of Shop Stewards.
- C. Employees who exercise their option to bump an employee in another classification because of seniority, must be willing, competent, and qualified to perform the work remaining to be done in the classification and willing to take the rate of pay of the classification to which they are assigned.
- D. Employees retained or rehired because of seniority must be willing, competent and qualified to perform the work remaining to be done.
- E. All Journeymen Tool and Die Makers must be willing, competent and qualified to do all work required of a Journeymen.

Section 3. Loss of Seniority

Continuous service shall be broken and recall rights forfeited by:

- A. Failure to report for work within five (5) calendar days (or other agreed time in specific instances) after the date of notification of recall sent to the last address supplied by the employee to the office designated by the Employer. (Copy of recall notice to be sent to the Union).

- B. Absence from work for a period equal to an employee's length of continuous service with an Employer up to a maximum of twelve (12) consecutive months, except as otherwise provided for herein.
- C. Voluntary quit unless rehired within 6 months.
- D. Discharge for cause.
- E. Failure to report for work for a period of three (3) consecutive scheduled shifts working days without direct contact with your supervisor and without providing satisfactory reason to the company for the absence, provided the employee is not retained and not rehired within 6 months.

Section 4. Notice of Layoff

- A. A duly authorized representative of the Union will be notified ten (10) business days prior to any layoff except where conditions beyond the control of the Employer make it impossible to give such notice, but in no event less than two (2) business days prior to any layoff. This section does not contemplate that anyone other than the Union be notified of any layoffs under this section.
- B. On the date that employees are laid off or terminated, the Union shall be notified in writing of the names and classifications of all employees laid off or terminated and the date such layoff or termination occurred.

Section 5. Leaves of Absence

- A. In cases of established emergency, such as death in the immediate family, the Employer will grant a leave of absence for a reasonable period of time as dictated by the specific circumstances of the emergency.
- B. In all cases where leaves of absence are granted by the Employer to employees covered by this Agreement, the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence. In the event a leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Unless otherwise agreed to in consultation with a duly authorized representative of the Union, any employee who does not return or overstays a leave of absence will be considered to have quit his employment and, if rehired, shall be considered as a new employee.
- C. Upon written application by an employee, and subject to mutual approval of the Employer and the Union, a personal leave of absence without pay may be granted by the Employer not to exceed more than once in any twelve (12) month period, not to exceed three (3) months.
- D. A Leave of Absence without pay, for justifiable reasons or for official Union Business shall be granted by the Employer to any employee for a period of up to thirty (30) days upon written application by the employee and approved by the Employer. Such approved Leave of

Absence shall be put on record in writing, with a copy given to the employee and Union. Employees granted leaves of absence shall be re-employed by the Employer at the end of such leave in accordance with their accumulated seniority.

Section 6. Information Furnished the Union

Within ninety (90) days, subsequent to the signing of this Agreement, the Employer shall furnish the Union with a seniority list covering all employees within the bargaining unit listing their names, classifications, and status (Active, Leave of Absence, Layoff, etc.) When requested in writing by the Union, the Employer shall furnish a revised, up to date seniority list shall normally not be made more than once in any calendar year.

Section 7. Promotions Outside the Bargaining Unit

Except in the case of an employee who becomes a member of another union within the plant, any employee transferred or promoted to a position in the plant which is outside the bargaining unit shall be credited for seniority purposes with seniority at the time of his promotion out of the bargaining unit, such credit to remain in effect for a period not to exceed two (2) years.

However, the employee shall not accrue seniority credit while outside the bargaining unit.

ARTICLE 12. UNION REPRESENTATION

- A. **Stewards:** For the purpose of representation within a plant covered by this Agreement or within the Company employing CWA members, the Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances or other activities directly related to the interpretation or application of this Agreement, and in this connection shall be allowed a reasonable amount of time for this purpose.
- B. **Union Representative to Act for Steward:** Where for any reason a plant covered by this Agreement or within the Company employing CWA members does not have a Steward, Union members may be represented by a duly authorized Union representative who may process a grievance in place of the Steward. The Union will make every reasonable effort to maintain an active steward with credentials and authority to act as such.
- C. **Access to Establishment:** For purposes of performing official Union duties and upon reasonable notice to the Employer along with the specific reason, business representatives of the Union, for performance of official Union duties, shall be permitted to enter the premises of the Employer at any time during normal working hours. The business representative shall not unreasonably interfere with the normal work duties of employees or the operation of the plant and shall abide by all applicable safety measures while on the Employer's premises.
- D. **Union may use Bulletin Board:** The Union shall have the privilege of suitable space on bulletin boards for posting notices of official union business, provided that copies of such notices are delivered to the Employer prior to posting.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1. General

The grievance procedure is designed to provide an agreed-to process for resolving disputes that have not been resolved through informal efforts. The Company and the Union agree to make good faith efforts to first attempt to resolve disputes informally, and failing any such resolution, to make good faith efforts to resolve all grievances at the earliest grievance step where possible.

All grievances shall be processed in accordance with the steps and within the time frames specified in this Article to be eligible for processing under this grievance procedure. References to time in “days” as used in this Article shall mean business days, excluding weekends and the holidays referenced in this Agreement.

Section 2. Grievance Steps

Unless mutual agreement in writing is reached between the Employer and Union as to the timeliness stated or meetings required herein, grievances shall follow the process and timelines below:

Step 1: Written Grievance

- A. Within 10 days of the alleged conduct, act, and/or omission giving rise to the grievance or when the Union reasonably should have become aware of the alleged conduct, act, and/or omission giving rise to the grievance, Shop Steward or duly authorized Union representative(s) shall send to the Branch HR Representative the grievance in writing, setting forth the: (1) nature of the grievance; (2) date of the occurrence; (3) specific article/section of the Agreement alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); (4) name of the grievant; and (5) remedy sought. The Union’s failure to submit the grievance in writing within the time frame stated herein shall mean that the matter is closed and considered resolved on a non-precedent-setting basis.
- B. Within 10 days of receipt of the grievance, Employer and Union representative(s) shall meet and confer over the satisfactory adjustment of the grievance. This meeting shall include the aggrieved employee’s immediate supervisor or appropriate manager whose actions are the subject of the grievance, and it will preferably be conducted in person but may be conducted by telephone or virtual communication upon mutual agreement of the Parties.
- C. Within 3 days after the Step 1 Meeting, Employer shall provide a written response via email to the Union representative(s) in attendance at the Step 1 Meeting of the Employer’s position.
- D. If a satisfactory adjustment of the grievance is not reached after the Step 1 Meeting, the Union may move the grievance to Step 2 by providing notice of intent to Employer within 7 days of receiving Employer’s written response. Such notice of intent shall be

provided via email to the Branch HR representative(s). The Union's failure to notify Employer of its intent to escalate the grievance within the time limit stated herein shall mean that the matter is closed and considered resolved on a non-precedent-setting basis.

Step 2: Steward and Manager/HR Representative Meeting

- A. Within 10 days of the Union moving a grievance to Step 2, the Shop Steward and a duly authorized representative(s) of the Union, shall meet with the manager of the aggrieved employee's immediate supervisor (or the manager of the appropriate manager whose actions are the subject of the grievance) in a good faith attempt to reach a satisfactory adjustment of the grievance. This Step 2 Meeting will be done preferably in person but may be conducted by telephone or virtual communication upon mutual agreement by the Parties. The Employer's failure to make themselves available at this Step 2 Meeting within the prescribed timeline shall result in default in favor of the Union on a non-precedent setting basis.
- B. Employer shall provide a written response within 3 days of the conclusion of the Step 2 Meeting. This response shall be sent to the Union representatives in attendance at the Step 2 Meeting by email.
- C. If a satisfactory adjustment of the grievance is not reached upon completion of the Step 2 Meeting, the Union may move the grievance to Step 3 by providing notice of intent to Employer within 7 days of receiving Employer's written response after the Step 2 Meeting. Such notice of intent shall be provided via email to the Branch HR representative(s). The Union's failure to provide this written notice of intent to Employer within the time limit stated shall mean that the matter is closed on a non-precedent-setting basis.

Step 3: Business Representative and Management Meeting

- A. Within 10 days of the Union moving a grievance to Step 3, the Union Business Representative(s) or authorized Union representative(s) (other than a Shop Steward) and authorized up to 2 Employer representatives with decision-making authority (such as the Riverside Plant Supervisor or Plant Operations Director) shall meet in person, virtually, or telephonically pursuant to the Parties' mutual agreement, in good faith attempts to reach a satisfactory adjustment of the grievance. The Employer's failure to make themselves available within the prescribed timelines shall result in default in favor of the Union on a non-precedent-setting basis.
- B. Employer shall provide a written response to the Step 3 grievance within 3 days of the conclusion of the Step 3 Meeting. This response shall be sent to the Union representatives in attendance at the Step 3 Meeting by email.
- C. If a satisfactory adjustment of the grievance is not reached upon the Union's receipt of Employer's written response, the Union may move the grievance to Step 3(b): Voluntary Mediation by providing a written request for voluntary mediation within 10 days of

receiving the Employer's Step 3 written response. Alternatively, or if Step 3(b) is elected by both Parties and is not successful, the Union may move the grievance to Step 4: Arbitration by providing a written request for arbitration to Employer within 20 days of receiving Employer's Step 3 written response. Such request for arbitration shall be provided via email to the branch HR representative(s) and include the Union's designation of their representative for the arbitration committee. The Union's failure to move the grievance to Step 4: Arbitration within the time limit stated shall mean that the grievance is closed and resolved on a non-precedent-setting basis.

INFORMATION SHARING: At or during any step of the grievance procedure set forth in this Article before Step 4, the Parties may request, in writing, of the other, information that is relevant to a grievance in accordance with applicable law. Any information given to the requesting Party in accordance with applicable law, shall be used solely for the purpose of processing and adjusting the grievance in question and shall not be shared with any person or party who has no legitimate reason to have access to said information. The Parties shall promptly meet and confer in good faith to reach an agreement regarding the production and handling of information that is confidential, highly sensitive, or trade secrets. Any such agreement so reached shall be reduced to writing and signed by an authorized representative of each Party before said information is produced. The issue of what is considered "relevant" for information sharing purposes will be subject to the grievance procedure set forth herein.

Step 3(b): Voluntary Mediation

- A. **General:** Either Party may elect to pursue Voluntary Mediation by providing a written request for mediation within 10 days of the Employer's written response to the Step 3 Meeting. Subject to mutual agreement of the Parties to pursue Voluntary Mediation, the Parties agree as follows:
- B. **Selecting a Neutral Mediator:** Upon mutual agreement to pursue Voluntary Mediation, the Parties shall select a mutually agreeable mediator from the Federal Mediation and Conciliation Service (FMCS) within 14 days of the mutual agreement to pursue Voluntary Mediation. The mediator shall be experienced in the issue(s) raised in the grievance or dispute under this procedure.
- C. **Mediation Process:** The Voluntary Mediation may take place in person or virtually, preferably in the city or county in which the grievance or dispute arises, subject to the mutual agreement of the Parties. The Parties may elect to a simultaneous exchange of non-confidential written submissions in support of their respective positions.
- D. **No Waiver of Rights:** A Party's election to pursue Voluntary Mediation under this Section does not waive either Party's right to pursue Step 4: Arbitration.
- E. **General Mediation Rules**
 - 1. The Mediator's fees shall be borne equally by the Parties.
 - 2. Unless the Parties reach an agreement to settle, the mediation shall be non-binding on either Party.

3. Each Party may elect, but is not required, to be represented by counsel.
4. Time limits set forth herein may be extended by mutual agreement of the Parties.

Step 4: Arbitration

- A. **Organization of Arbitration Committee:** Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, one member representing the Employer and one member representing the Union shall be named to the Arbitration committee. They shall meet within 7 days to choose an Impartial Chairperson for the Arbitration Committee and to arrange for the time and place of arbitration to take place as soon as can be practically scheduled.
- B. **Selecting an Impartial Chairperson:** In the event that agreement cannot be reached on an Impartial Chairperson within the time limit set forth in paragraph (a) above, the FMCS shall be requested to submit a panel of five (5) established arbitrators from the States of Washington, Oregon, and California. Each Party shall have the right to strike (2) names from the panel submitted by the FMCS. The remaining name on the panel shall automatically become Impartial Chairperson of the Arbitration committee. The selection of the Impartial Chairperson shall be made within 7 days after the Arbitration committee meets and confers on the Arbitrator's selection.
- C. **Written Decision:** An arbitrator's decision shall be final and binding upon the Parties and the aggrieved employee with the understanding that the decision will be in answer to the statement of the issue presented to the Arbitrator and within the scope and terms of this Agreement. In no event shall the Arbitrator's decision answer an issue not submitted to him or her. In no event shall an arbitrators add to, subtract from, alter, or change the scope and terms of this Agreement.
- D. **General Arbitration Rules**
 1. The Arbitrator's fees shall be borne equally by the Parties.
 2. Each Party may elect, but is not required, to be represented by counsel.
 3. Time limits set forth herein may be extended by mutual agreement of the Parties.

ARTICLE 14. WORKING CONDITIONS

Section 1. Industrial Accidents

When an employee is injured so seriously as to require that he be excused from work by an authorized representative of management, he shall be paid for the balance of the shift on which the industrial injury occurred. If the employee is returned to work but sustains a legitimate reoccurrence of the same injury for which the employee is excused from work upon recommendation of the employee's treating doctor, the employee shall be paid for the balance of the schedule shift.

Employees who are working after having a compensable injury or illness who are required to take time off during a regular working day to receive medical treatment for such compensable injury or illness shall be paid their regular hourly rate of pay for such time off. Appointments

made during shift hours will be considered excused. This time will be unpaid unless the employee has sick pay and chooses to apply that time.

Nothing herein is intended to preempt the application of applicable workers' compensation laws and procedures.

Section 2. Safety Rules

- A. In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:
- B. The Employer will comply with all State and Federal safety and sanitary laws. Suitable washrooms with soap and towels shall be maintained and kept in clean and sanitary condition.
- C. Adequate safety devices shall be provided by the Employer and when such devices are furnished, it shall be mandatory for employees to use them.
- D. No employee shall be permitted to work alone in any shop or in any isolated spots in any shop which are beyond the call or observation of other persons such as tool and die, sheet metal or management personnel.
- E. Where the Employer has a safety program and requires an employee to wear safety glasses, the Employer shall provide standard safety frames and non-prescription lenses and it is mandatory that the employee wear them provided that the condition of his/her eyes is such that (s)he does not require prescription glasses. Where an employee requires prescription glasses, (s)he shall either: (1) seek reimbursement from the Employer for up to \$200 in a rolling 12-month period for safety prescription eyewear, or (2) select safety prescription eyewear of employee's choice from Employer's approved vendor, up to \$200 with proof of receipt in a rolling 12-month period. Replacement safety prescription eyewear will be provided in accordance with these terms on a case-by-case basis. The full cost of replacement of frames and lenses due to work accidents shall be borne by the Employer.
- F. Adequate heat and ventilation shall be provided.
- G. If Employer requires employees to perform welding, it shall furnish colored glasses for each welder's hoods and goggles.
- H. No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based upon the claim that said job is not safe or might unduly endanger his health until it has been determined that the job is or has been made safe and will not unduly endanger his health.
- I. There shall be at least one employee representative on the Plant Safety Committee appointed by the Union.

- J. Employer shall provide reimburse employees for up to \$140 per year for safety footwear with proof of receipt, or employee may select safety footwear of choice from Employer's approved vendor. Replacement safety footwear will be provided as needed.

Section 3. Physical Examinations

- A. In the interest of safety and protecting the health of the employees, the Employer may require prospective employees to submit to a medical examination at the Employer's expense.
- B. At any time following the hiring of an employee, the Employer may require the employee to take a physical examination. The intention here is to avoid having employees on jobs which might jeopardize their health or the safety and health of others.
- C. Should the medical examination disclose such conditions, the Employer will make every effort to assign the employee to other work within his/her capability. When such other work is not available, the employee may be removed from the payroll and the case taken up with the Business Representative of the Union. If no agreement is reached within five (5) working days after the employee is terminated, the Union may refer the matter to the Grievance Procedure.
- D. When available to the Employer, a copy of the medical report will immediately be furnished to the employee.
- E. Employer shall pay the cost of the medical examination.

Section 4. No Age Limit

In hiring, there shall be no age limit except as provided by law.

ARTICLE 15. MISCELLANEOUS SUBJECTS

Section 1. Notice of Intent

- A. Before any sales, assignment, or other change in name of ownership is made by the Employer, the Union shall be notified in writing of the contemplated sale, assignment, or change at the time of filing of the NOTICE OF INTENT TO SELL. The new ownership shall be fully informed as to all terms and conditions of this Agreement.
- B. The Employer will do everything in its power to see that employees covered by this Agreement do not suffer a loss of benefits provided by this Agreement through sales, assignment, or other change in name of ownership.

Section 2. Saving Clause

In the event any clause or provision of this Agreement should become invalid by reason of present or future legislation, such legislation shall not invalidate the other provisions of this Agreement.

ARTICLE 16. GROUP INSURANCE, HOSPITALIZATION, SURGICAL, MEDICAL, VISION, LIFE AND DENTAL PROGRAM

Section 1.

The full terms and conditions of the insurance programs are available for review.

The Employer shall provide medical, dental, vision, life, AD&D, and any other insurance coverage on the same basis as it provides these benefits to other employees. There shall be no increase in bargaining unit employee contributions that do not apply to non-bargaining unit employees in like circumstances. Any change in these benefits will be discussed with the Union at the earliest possible opportunity. Employer will provide to the Union on an annual basis, the benefit plans and costs for the upcoming year.

Section 2.

The sole obligation of the Employer and employees covered by this Agreement in the matter of Group Insurance, Hospitalization, Surgical, Medical, Vision, Life and Dental Program, beginning March 1, 2025 and ending on February 2028, shall be to complete enrollment applications as required by the insurance programs and make the appropriate cost-share contributions in the proper amounts to maintain benefits.

Section 3.

Employees Eligible: Full-time employees beginning on date of hire.

Section 4.

Employees who are out on an approved leave of absence in any month for which they are otherwise eligible for company-provided group insurance under this Article, are able to maintain their group insurance during their leave of absence as long as the employee continues to cover the employee portion of premium payments during the leave of absence. Employees may alternatively elect to repay the Employer any of the employee portion of premium payments that the Employer covers during the employee's leave of absence, once the employee returns from the leave of absence.

Section 5.

In no event will coverage be provided by the Employer which requires the payment of overlapping, duplicate, or double benefits in insurance where the employee, husband, wife, or dependents are also employed the Employer and eligible for coverage under the same group insurance as the employee.

Section 6.

The Group Insurance, Hospitalization, Surgical, Vision, Life and Medical Program established hereunder shall be subject to the following conditions:

- A. Determination and payment of claims shall be by the insurance or service plan companies according to their standards and policies and shall not be subject to the grievance procedure.
- B. The Group Insurance, Hospitalization, Surgical, Vision, Life and Medical Program to be established hereunder shall be reduced to the extent of any duplicate coverage provided by present and subsequent State or Federal Legislation.
- C. Coverage for employees will terminate on the last day of the month after any of the following dates:
 - 1. The date the plan is discontinued, such as when employee is terminated
 - 2. The date his/her Employer ceases to participate in the plan.
 - 3. The date of entry into full-time military, naval, or air service.

ARTICLE 17. PENSION

Section 1.

Effective March 1, 2025, Employer shall direct a contribution of 10% of base hourly wages of covered employees (as those base hourly wages are set forth in Appendix A, Section 1 of this Agreement), for each straight time hour of work or compensated time (defined as wages for straight time or overtime) up to a maximum of Two Thousand Five Hundred (2500) hours in a calendar year to the CWA Savings & Retirement Trust, a defined contribution plan.

Section 2.

Employer shall not be required to provide double benefits. To this end, any pension plan which is now or may be established by Employer, including all of its provisions, its alteration in any way, or its termination in whole or in part, will be considered outside the scope of collective bargaining for as long as such plan exists.

ARTICLE 18. MANAGEMENT RIGHTS

Nothing in this Agreement is intended, nor shall it be construed as, denying to the Employer the right to supervise and control all operations and direct all working forces, including the right to select and hire in accordance with this Agreement, classify and establish rates applicable to new jobs, determine the merit rating of any employee within the job classification in which he/she may be classified, discipline, discharge for just cause, layoff, promote, demote, or transfer employees in accordance with the terms of this Agreement. Members of Management shall have the authority to trouble shoot or diagnose mechanical or electronic problems in the presence of a Union Member who will be in training to acquire that skillset Over a reasonable time, the Union Member and the Manager will transfer the skill set and responsibility to the Union Member.

The Employer shall have the right to establish and amend rules, regulations, and policies and to consistently apply and enforce same, establish and use new methods and processes

of manufacture, control and regulate the use of all equipment of the Employer, and maintain efficiency by the employees, provided that the provisions of this Article shall not be used by the Employer for the purpose of discriminating against the Union or any employees due to their union or protected concerted activity. The Union reserves the right to protest the reasonableness of the Employers rules, regulations, and policies through the grievance procedure in this Agreement.

ARTICLE 19. LEAD PERSONS

Lead persons will be selected and specifically assigned as needed by the Employer. It is intended that Lead persons perform regular work assignments as well as have responsibility for, and limited to, providing guidance, direction and instruction to his/her assigned group for which he/(s)he shall be paid \$1.50 (one dollar and fifty cents) above the contract base rate of the highest classification led.

ARTICLE 20. PLANT RELOCATION AND SEVERANCE PAY

- A. If Employer closes or moves the Riverside Branch, reduces workforce, or moves a dependent facility outside the five (5) Southern California counties, including Orange, Los Angeles, Riverside, San Bernardino, and San Diego, and the closing or moving results in the termination of employees, Employer shall issue severance pay to separated employees as follows:
- B. Less than one (1) year of continuous service – one week's pay.
- C. One (1) full week's pay (forty (40) hours straight-time at the classification rate of pay) for every year of service with Employer.
- D. This severance pay provision applies only to active employees and employees on layoff status for less than one year from the date of plant or department closure.
- E. If Employer moves the Riverside Branch within the five (5) Southern California Counties, the Employer will continue to recognize the Union, and employees may take their seniority rights with them to the new location but shall receive no severance pay.
- F. Employer will pay up to three (3) months premiums for the benefits set forth in Article 16 of this Agreement for employees who receive severance pay, provided those employees are not covered by another employer-paid plan providing these benefits. In order to receive these benefits, the employee must furnish proof (such as his/her slip of unemployment compensation) within ten (10) days after the first of the month of termination that he/she is not covered for these benefits for each of the three (3) months following his/her termination.
- G. Employer shall notify the Union in writing at least (60) days prior to the closing or moving of the Riverside Branch and the consequent termination of employees. Should the move or closure be the result of causes beyond the control of Employer, the (60) days' notice shall not apply.

ARTICLE 21. DISCIPLINE/DISCHARGE

Section 1.

No employee covered by this Agreement shall be suspended, demoted, discharged, or otherwise disciplined except for just cause, except as otherwise provided for herein.

Section 2.

The Employer agrees to abide by the practice of progressive counseling in matters involving the discipline of employees. Progressive counseling shall consist of a minimum of one documented verbal and one written warning, and then at least one suspension of up to a maximum of three days without pay prior to any discharge. As appropriate, the Employer will engage with the Union representative for purposes of obtaining input and assistance with management of performance-related issues of bargaining unit employees. In matters of a particularly serious or severe nature, the Employer may take disciplinary action without regard to progressive counseling.

Section 3.

In the event of any discipline, including oral warnings, the affected employee shall be given written notice of the reasons therefore and two copies of the same shall be given to the Union Representative. If the Union believes any such action to be unjustified, the matter shall then be considered as a grievance and shall then be handled in accordance with Article 13.

Section 4.

The Employer shall afford the employee the right to have a Local Union Representative present at any interview at which disciplinary action is announced and/or at which an investigative interview of that employee is conducted and the affected employee believes that the interview may lead to the taking of disciplinary action against him/her. All discipline of employees shall be implemented within seven (7) workdays after the occurrence of the facts giving rise to the discipline or within 7 workdays after the Employer should reasonably have become aware of the facts or circumstances giving rise to the discipline, whichever is later. If circumstances exist that render it impossible to issue discipline within the timeframe set forth herein, the Employer and Union agree to discuss a reasonable extension of time. Prior to the investigative interview or disciplinary meeting (as those terms are defined above) with the affected employee, the employee shall be informed of the subject of the meeting and be provided the opportunity to speak with their Union representative. The Union commits to having a Union representative available (including by phone, if necessary) during all working hours for this purpose.

Section 5.

Once disciplinary action has been taken and the problem corrected, within (12) months of the action taken, the disciplinary step of progressive counseling will be removed.

Section 6.

The question of whether “just cause” exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

ARTICLE 22. PAYROLL DEDUCTION OF UNION DUES; REPORTS

- A. The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as “dues”, assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures.
- B. If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.
- C. When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.
- D. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.
- E. When an employee who has authorized the Employer to deduct Unions dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.
- F. The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such a change in dues rate or amount will be

deducted from future wage payments in accordance with the Employer's regular payroll practice.

- G. The Employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expenses or other than minimal expenditures, be provided by Employer to the Union for purposes of implementing this Article 22 and how such information shall be transmitted.
- H. The information listed above will be taken from Employer records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.
- I. The Union agrees to fully defend, indemnify and hold harmless Employer for any claims, liabilities or costs it may incur as a result of its having performed the Employer's obligations under this Article.

ARTICLE 23. 401K

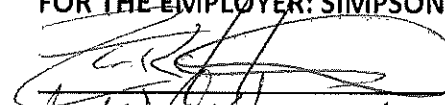
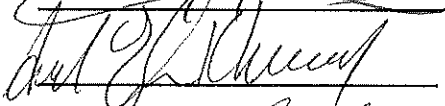

Employer agrees to become a participating employer in the CWA Savings and Retirement Trust and to process employee contributions to the trust via payroll deduction. The Union agrees to hold harmless Employer for any errors in payroll deduction.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

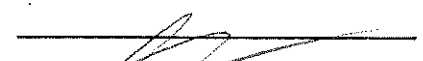





ARTICLE 24. DURATION OF AGREEMENT

- 8* A. This Agreement shall become effective March 1, 2025, and will remain in full force and effect until ~~March 1, 2029~~ February 28, 2029.
- B. In the event either Party gives written notice of its desire to amend or modify this Agreement, the Parties shall meet no later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments or modifications.
- C. This Agreement, when signed, shall supersede and replace all prior agreements and understandings affecting the employees covered hereby.
- D. In the event any clause or provisions of this Agreement be tendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- E. No employee covered by this Agreement shall suffer a reduction in his/her hourly rate of pay or in his/her hourly rate of premium pay because of adoption of this Agreement.
- F. In witness whereof, the Parties hereto have executed this Agreement by their respective officers duly authorized to do so this 20th day of March 2025

FOR THE EMPLOYER: SIMPSON STRONG-TIE CO., INC. RIVERSIDE BRANCH

 Zack Harrison, Branch Manager
 Andre El-Khoury, Plant Manager
 Adriana Ornelas, HR Business Partner

FOR THE UNION: COMMUNICATIONS WORKERS OF AMERICA (CWA), LOCAL 9415

 Decovan Rhem, President
 Chad Hefner, Executive Vice President, Bargaining Chair
 Luis Maya, Contractual Vice President
 Paul Morris, Associate Vice President
 Alberto Rojo, Bargaining Committee
 Cherie Brokaw, Staff Representative, CWA District 9

APPENDIX A

Section 1. Wages

	March 1, 2025 ¹	March 1, 2026	March 1, 2027	March 1, 2028
Tool & Die Maker	9.25% (\$41.38)	4.00% (\$43.04)	4.00% (\$44.76)	4.00% (\$46.55)
Machine Repair Worker	9.17% (\$38.90)	4.00% (\$40.45)	4.00% (\$42.07)	4.00% (\$43.75)
Maintenance Machinery Repair Helper	8.00% (\$24.62)	4.00% (\$25.61)	4.00% (\$26.63)	4.00% (\$27.70)
Building Maintenance Mechanic	9.17% (\$38.90)	4.00% (\$40.45)	4.00% (\$42.07)	4.00% (\$43.75)

The Shift Premium shall be \$1.00 (one dollar) per hour.

Section 2. Red Circle Classification

- A. The Union and Employer agree that there may be Tool & Die members governed by this Agreement whose skills and abilities fall outside of those of a Journeyman Tool & Die Maker or Machinery Repair Worker, and who deserve compensatory recognition.
- B. Any Tool & Die member who is paid a straight time hourly rate of pay higher than provided by his (her) job classification shall be known as a "red circle" rated employee. The reason for the "red circle" rate shall be identified and documented with the individual Tool & Die member. If the reason for the "red circle" rate changes, the Tool & Die member may lose the "red circle" rate. The Tool & Die member will have recourse to the Grievance Procedure.

¹ March 1, 2025, wage is increased from current contract base hourly wage for each classification. Each year thereafter through the term of this Agreement, the wage is increased from the prior year's base hourly wage for each classification.

APPENDIX B - JOB CLASSIFICATIONS

Tool And Die Maker:

An employee who has served a four-year apprenticeship as a Tool & Die Maker or its equivalent must be able, when directed by the Employer, to perform any work required of a skilled Tool and Die Craftsmen.

His/Her primary function is to design, produce, inspect, repair or maintain, plan or alter within the required tolerances, with or without drawings, tools, templates, gauges, jigs, fixtures, metal patterns, cavity work on plastic, die casting and synthetic molds, precision measuring instruments, and all types of dies for forming, drawing, forging, and stamping. He builds special machines which require special tooling and maintains only the special tooling as designed in our certification. He may also do appropriate work on models, development, experimental, surface plate and bench work normally and usually performed by a Tool & Die Maker.

He/She is capable of operating standard machine tools, heat treating, grinding, laying out, fitting, assembling and performing all other necessary operations thereto within the required tolerances.

Machine Repair Worker:

A qualified Journeyperson who is regularly assigned to repair, overhaul and maintain existing machinery and/or equipment used in the operation of the Employer's plant and make such parts therefore as are within his/her capacity and ability and who, in the course of his/her employment, works with the aid of hand or machine tools, with or without drawings, laying out his/her work when necessary, setting up machines and working to specified tolerances. A regularly employed Machine Repairperson may be required to move, dismantle, assemble and install machinery and/or equipment in the Employer's plant. A regularly employed Machine Repairperson may be required to service, dismantle, maintain, and repair machinery or equipment outside the Employer's plant, where machinery is leased, sold or serviced by the Employer. May assist other Building Maintenance Mechanics as needed.

Maintenance Machinery Repair Helper:

A maintenance employee who works at the direction and under the supervision of a maintenance headperson or a qualified machinery repair journeyperson to assist in repairing, overhauling, maintaining, and installing machinery, as necessary. Will work independently on tasks related to safety inspection and preventative maintenance, at the direction of the maintenance lead person.

Building Maintenance Mechanic:

The primary role of the facility maintenance worker is to ensure asset reliability for all facility related items including but not limited to:

1. Inspect and repair items such as interior lights, exterior lights, soap dispensers, plumbing, toilets, urinals, paper dispensers, walls, ceiling tiles, floors, doors, paint, wall coverings, drains, downspouts, roof, etc.
2. Inspect, clean, and maintain items such as A/C units, entrances, walkways, picnic tables, parking areas, shipping yard, generator, utility rooms, meeting rooms, electrical rooms, storm drains, gates, all staplers, label applicators, carton sealers, air distribution system, greasing equipment, gym & equipment, etc.;
3. Inspect fire extinguishers, eye wash stations, first aid stations, first aid room, etc.; and
4. Assist other Maintenance Mechanics as needed.

MEMORANDUM OF UNDERSTANDING TO APPENDIX A

The Parties to this Agreement agree, in good faith, to discuss, refine, and implement the Upskill Program set forth below.

Master Maintenance Mechanic (\$46.80)

Responsibilities:

- Possess all skills required for Maintenance Mechanic A.
- Expert-level troubleshooting, programming, and integration of PLCs, HMIs, and industrial automation systems.
- Develops, edits, and documents advanced PLC logic using RSLogix 5000, FactoryTalk Studio, and other Rockwell Automation software.
- Configures, maintains, and optimizes MMI/PanelView interfaces.
- Demonstrate and properly layout, build, and wire a control panel using electrical schematics and codes.
- In-depth knowledge of blueprints and technical manuals, and the ability to perform advanced repairs, test and modifications.
- Lead projects from concept to completion (include layout, Bill of Materials (BOM)).
- Leads continuous improvement projects utilizing Predictive Maintenance (PdM) tools, including ultrasonic leak detection, thermography, and vibration analysis.
- Supervises maintenance teams and provides advanced mentorship in the absence of salaried supervisors.
- Leads cross-functional teams on high-impact maintenance initiatives, including Preventive Maintenance Optimization (PMO), Equipment Care Plans (ECP), and Teardown to Restore (TTR) projects.
- Conducts detailed Root Cause Problem Solving (RCPS) and Failure Mode and Effects Analysis (FMEA) for major breakdowns and recurring issues.
- Designs and implements industrial networks, configures Remote I/O, and supports plant Ethernet infrastructure.
- Acts as the primary liaison between plant maintenance and corporate/branch IT for controls-related issues and cybersecurity compliance.
- Manages and audits CMMS usage, ensuring data accuracy and asset reliability tracking.

Proof of Competency:

- Advanced PLC certification (Rockwell, Siemens, or equivalent).
 - Hands-on assessment: Must successfully troubleshoot and modify PLC logic in an operational setting.
 - Demonstrated experience leading at least two major PMO, ECP, or TTR projects with documented improvements.
 - Root Cause Analysis report demonstrating structured problem-solving with corrective actions implemented.
 - Documented leadership of at least one major predictive maintenance overhaul with thermography, ultrasonic, or vibration analysis data as proof.
 - Network configuration test: Successfully troubleshoot and configure Remote I/O and Ethernet/IP networks.
 - Supervisor verification of mentorship and training contributions to maintenance teams.
-

Maintenance Mechanic Level A (\$43.20)**Responsibilities:**

- Possesses all skills required for Maintenance Mechanic B.
- Intermediate PLC troubleshooting and diagnostics, including the ability to interpret and debug ladder logic diagrams.
- Trains junior team members on electrical (AC/DC) and mechanical systems.
- Diagnoses, maintains, and replaces VFDs, PLC modules, Robot and Manual Welding Cells, Vision Systems, Material Handling Robots, Plasma Cutter(s) and control relays to maintain uptime.
- Troubleshoots and replaces servo motors and motion controllers in automated equipment.
- Leads failure analysis and corrective actions on critical breakdowns.
- Works independently and supports production without direct supervision.
- Leads electrical installation projects, including the design and installation of conduits, control panels, and motor circuits compliant with National Electrical Code (NEC).

Proof of Competency:

- Successful completion of PLC troubleshooting test, demonstrating interpretation of ladder logic and fault isolation.
- Supervisor-documented completion of at least three successful VFD or servo motor replacements.
- Demonstrated experience leading at least one structured Failure Analysis (RCPS) investigation.
- Hands-on electrical installation assessment: Must complete a project using proper conduit bending, wiring methods, and NEC compliance.
- Technical training presentation: Must deliver one knowledge-sharing session on electrical troubleshooting or preventive maintenance to peers.

Maintenance Mechanic Level B (\$39.60)

Responsibilities:

- Reads and interprets mechanical, electrical, and pneumatic schematics for troubleshooting and repair.
- Performs electromechanical troubleshooting on power transmission systems, pumps, pneumatic and hydraulic circuits.
- Maintains and repairs industrial motors, motor controls, and motor starters to ensure equipment efficiency.
- Troubleshoots and repairs bearings, drive chains, belts, sheaves, couplings, clutches, and torque devices.
- Maintains, operates, and troubleshoots boilers, compressors, and generators.
- Install IT network cables and accurately terminate connectors.
- Accurately utilize CMMS for work order (entering labor hours, parts searching and consumption) for proper maintenance documentation.
- Diagnoses and repairs basic compressed air circuits for pneumatic systems.
- Trains team members on CMMS utilization and proper maintenance documentation.
- Performs hot work, cutting, brazing, soldering, and grinding for structural and equipment repairs.
- Performs precision measurements using calipers, micrometers, and dial indicators for part alignment and wear analysis.

- Handles, disposes of, and applies lubricants, coolants, and hazardous materials safely in maintenance activities.
- Troubleshoots forklifts, material handling equipment, and automated systems.
- Troubleshoots and repair material handling equipment (Forklifts, Reaches, pallet jacks, cranes, lift tables).
- Install conduit for electrical wiring and install air supply lines.

Proof of Competency:

- Supervisor (Or designee) verification of successful completion of at least two major mechanical repairs (bearings, hydraulics, transmissions, pumps).
- Hands-on assessment: Must demonstrate boiler, compressor, or generator troubleshooting in a live setting.
- Hot work test: Must complete a brazing task meeting safety and quality standards.
- Hands-on precision measurement test to verify correct use of micrometers, calipers, and dial indicators.
- Supervisor (Or designee) confirmation of correct CMMS usage, demonstrating work order completion and tracking.
- Chemical safety and lubrication handling test to confirm knowledge of proper application and disposal.

Building Maintenance Technician (\$39.60)

Responsibilities:

- Performs routine inspections and repairs, and cleaning, including: Interior/exterior lighting, plumbing, dispensers, doors, walls, ceiling tiles, flooring, paint, drainage systems, and roofing.
- Facility maintenance & operations, including: HVAC systems, generators, storm drains, shipping yard, utility rooms, parking areas, and safety equipment.
- Performs safety inspections, ensuring compliance for: Fire extinguishers, eyewash stations, first aid stations, and emergency response equipment.
- Supports maintenance teams as needed for specialized repairs.
- Install conduit/armored cable for electrical wiring (offices, plant equipment) and install air/water supply lines.

Proof of Competency:

- Supervisor-documented completion of three independent facility repair tasks.
- Hands-on assessment: Must demonstrate the ability to troubleshoot HVAC, plumbing, and minor electrical systems.
- Fire safety compliance test: Must inspect and document fire extinguishers and emergency equipment status.

Training and Advancement Statement:

Simpson will provide training to certificate programs, and upon completion and demonstrated on-the-job application, the company will validate and move to the appropriate classification during the bi-annual review (June or December).

***This list is not exhaustive and may not include all relevant items.**