

AGREEMENT

Between

PACIFIC FORGE, INC.

And

**THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS, AND HELPERS**

Lodge no. 92

Effective Date April 14, 2024

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ARTICLES OF AGREEMENT

Between

PACIFIC, FORGE, INC., located at 10641 Etiwanda Avenue, Fontana, California, hereinafter referred to as the Company, party of the first part,

And

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LODGE 92 AFL-CIO, hereinafter referred to as the Union, party of the second part.

ARTICLE 1: RECOGNITION

The Company recognizes the Union as the sole collective bargaining agency for all hourly paid employees employed in the Company shop at 10641 Etiwanda Avenue, Fontana, California, excluding die sinkers, die makers, tool and die workers, clerical and office employees, watchmen, guards, professional employees and Supervisors, as defined in the National Labor Relations Act, as amended.

ARTICLE 2: RIGHTS OF MANAGEMENT

2.1 The Management of the business and the direction of the working forces including the right to direct, plan and control plant operations, the right to determine the nature of the products and their distribution, the right to hire, promote, demote, suspend, discharge, or lay off employees, or the right to introduce new or improved methods or facilities or to change existing methods or facilities, including the location of plants, establish rules and regulations shall be vested exclusively in the Company providing that: i) a decision to demote, suspend, or discharge employees shall be for cause; and ii) there shall be no discrimination against employees because of membership in the union. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Company therefore retains all rights and functions of management except to the extent they are expressly modified or restricted by a specific provision of this Agreement.

2.2 It is understood that the aforesaid Management's rights shall not conflict with the express terms and provisions of the Agreement.

ARTICLE 3: UNIONSECURITY

3.1 It shall be a condition of employment that all hourly employees of the Company covered by this Agreement who are members of the Union and in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on/and after thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union.

3.2 Upon written request by an employee, the Company shall make deductions as directed, in writing, by the Union from paychecks for Union Initiations, Reinstatements, Fees and Dues; and shall forward such amounts to the Financial Secretary of Lodge 92, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers. The Union agrees to indemnify, defend and hold the Company harmless against any and all claims, suits or other forms of liability arising out of the deductions of money for the Union from an employee's pay unless the claim arises due to the fault of the Company. The union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of the Union.

3.3 Within five (5) working days from the date of hire of any new employee, the Company shall furnish the Union and Shop Chairman the name, date of hire, address and classification of each such employee.

ARTICLE 4: HOURS OF WORK AND OVERTIME

4.0 The regular scheduled work week shall normally consist of five (5) days of eight (8) hours each day, in the period commencing at 12:01 A.M. Monday, per Article 5, but may consist of less than five (5) days provided in Section 7.3.9 or 4.13 of this Agreement. This provision shall in no way be construed as a guarantee by the Company of any amount of work in any one period, or as a limitation of hours of work in any one period.

End of shift clean-up needs will be determined by supervisor/lead-man. All personal clean-up time will begin no sooner than 5 minutes

before end of shift. Employees may at this time proceed to designated clean-up area.

4.1 Time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours and up to 12 hours in one work day, or more than forty (40) hours in one work week, or more than 6 consecutive days in a workweek, *and* you work no more than 8 hours on the 7th consecutive day.. Vacation, sick, or other forms of approved leave shall not be considered time worked for purposes of computing overtime.

4.2 Those hours lost due to a Company decision, within the Company's control or that is reasonably foreseeable due to common business circumstances/ordinary business interruptions, will be considered hours worked for the purpose of computing overtime, so long as an employee remains ready and available to perform alternative work and does not refuse alternative work.

4.3 Double the regular straight time rate of pay will be paid for all hours worked on Sunday and for more than 12 hours in a workday, or more than 8 hours on the 7th consecutive day in a workweek. Any assigned Sunday work that carries over into Monday shall be considered a continuation of the Sunday shift, and shall be paid double the regular straight rate of pay.

4.4 Double the straight time rate of pay, plus eight (8) Holiday pay at straight-time will be paid for work performed on any Holiday as set forth in Article 10.

4.5 Employees who are scheduled and report for work at their regular time and place of work, shall be guaranteed four (4) hours of work in their regular classification, or pay therefore. The four (4) hour reporting pay will not be applicable when operations are shut down because of fire, flood, power failure, pandemic, public health orders, or similar cause beyond the control of the Company or when the Company has declared a layoff with respect to such employee(s). The Company will, if at all possible, give two (2) hours' notice to each employee affected by a condition that is beyond the control of the Company.

However, such lack of notice shall not be a basis for any monetary claim against the Company.

4.6 Any employee who is called back to work after having completed his normal work for the day will be paid a minimum of four (4) hours pay at his regular rate of pay, plus overtime, if applicable.

4.7 Overtime work above forty (40) up to and including fifty (50) hours in a work week shall be mandatory unless excused by Management. Overtime work in excess of fifty (50) hours in a work week shall not be mandatory unless it is declared as emergency overtime, in which such case, the Company will solicit volunteers before mandating overtime in excess of fifty (50) hours in a workweek. Except for emergency overtime, as described in Section 4.9, a notice must be posted no later than noon on Thursday prior to mandatory overtime on a subsequent Saturday and/or Sunday to be worked and failure by the employee to read the notice and report for work shall not constitute a valid excuse for not working. Scheduled Saturday and/or Sunday work may be canceled by notice posted no later than the preceding Thursday by 3:00P.M. If Saturday or Sunday work is not canceled by 3:00P.M. on Thursday, any employee scheduled to work will be paid a minimum of four (4) hours pay at his regular classified rate of pay, plus applicable overtime, unless Section 4.5 applies. Employees assigned to mandatory overtime work who fail to report for work will not receive pay and will be subject to disciplinary action unless they have been excused by Management.

4.7.1 All overtime hours must be posted at least one working day in advance. If the Company fails to timely post overtime, the employee(s) can refuse to work. If the Company knows it has a need for extended periods of overtime it will post a notice stating the duration of the scheduled overtime, however the notice of overtime and the hours shall not be construed as a guarantee of overtime during these scheduled periods should conditions change and overtime is not required.

Unplanned same-day overtime shall be posted by 1he first lunch break on the scheduled shift.

4.8 There shall be no pyramiding of overtime or premium hours.

4.9 Emergency overtime work, as reasonably determined in good faith by the Company's President or Production Manager, may become necessary from time to time. The circumstances giving rise to such emergency overtime work cannot be predicted, but in general an emergency can arise when production needs are not being met by normal production work schedules including mandatory overtime for hours between 40 and 50 hours a week. Notice as outlined in Section 4.7 and 4.7.1 need not be given for emergency overtime work, however the Company will notify the Union in writing prior to announcing any emergency overtime to employees.

4.10 When overtime is necessary, the regularly assigned employees shall be assigned to work such overtime.

4.11 In the event additional employees are needed for the overtime, they shall be accepted on the basis of skill and ability, as determined by the Company, and where such classifications are relatively equal, seniority shall prevail, to the degree practical, such overtime will be distributed on an equal basis among and between employees on a given shift and within classification.

4.12 End of shift overtime will be performed by the employee(s) who are working on the job when the end shift overtime begins.

4.13 This facility may be required, during the life of this Agreement to change starting times as mandated by the Air Quality Management District.

4.13.1 The Company may schedule a work week of 4 days, 10 hours per day. The overtime provision on this work schedule will become operative after an employee has worked (40) forty hours in that work week.

4.13.2 When on a 4-day, 10-hour shift, after the employee has worked (40) forty hours, overtime of time and one-half the regular straight time rate will be paid for every hour worked after 10 hours in a work day and on the fifth working day of a work week.

4.13.3 The Company may, for economic reasons change to a 4-day, 10-hour shift by a mutual agreement with the Union. In such case, a forty-eight (48) hour notice will be given when practicable.

4.13.4 Under this operating mode an employee requesting vacation pay to cover leave of absence or a single day off, will receive 10 hours pay per day maximum so long as the employee has sufficient vacation hours accrued.

4.13.5 When one or more holidays occur in a week, the schedule will be 5 days per work week, 8 hours per shift.

ARTICLE 5: SHIFTS AND MEAL/REST BREAKS

5.1 The regularly scheduled work week shall begin at 12:01 A.M. Monday, except for certain employees who must begin earlier to have the equipment in readiness for the beginning of the shift. Each employee will be assigned to on shift only.

5.2 1st shift will have a starting time between
4:00A.M. and 8:00A.M.
2nd shift will have a starting time between
1:00P.M. and 3:00P.M.
3rd shift will have a starting time between
10:00 P.M. and 11:00P.M.

5.2.1 The light up crew will be assigned to the third shift.

5.2.2 Only those employees assigned to the second shift will carry a \$1.00 per hour shift differential premium. The third shift will carry a shift differential premium of \$1.25 per hour.

5.2.3 Any changes in the above starting times may be made only by mutual consent between the Company and the Union.

5.2.4 The right to schedule the number of shifts is vested

solely in the Company.

5.3 No employee shall work more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer, employee, and the Union. No employee shall work more than ten (10) hours per day without a second meal period of not less than 30 minutes, except that, if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer, employee, and the Union, only if the first meal period was not waived.

5.3.1 Each employee shall clock out for the duration of any meal period and shall be relieved of all duty during any 30-minute meal period.

5.3.2 Any employee who, without permission from Management, starts a meal period later than the end of the fifth or tenth hour of a shift, or who fails to take a meal period at all, will be paid one additional hour for the work day, and will be subject to disciplinary action.

5.4 No employee shall fail to take rest periods of ten (10) minutes per four (4) hours of work, occurring as near to the middle of each applicable 4-hour period as possible. However, a rest period need not be taken by employees whose total daily work time is less than three and one-half (3 and 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages and for which employees shall not clock out.

5.4.1 Any employee who, without permission from Management, fails to take a rest period in accordance with Section 5.4 will be paid one additional hour for the workday, and will be subject to disciplinary action.

5.5 After a verbal disciplinary warning for each employee's

first violation of the meal and rest break rules in this Article, which shall not be subject to grievance or arbitration, any alleged or actual subsequent violation of the meal and rest period rules described in this Article 5 shall be subject exclusively to the Grievance Procedure set forth in Article 8 of this Agreement.

5.6 The Union, as the exclusive collective bargaining agent for the employees it represents, agrees that the grievance and arbitration process outlined in this Article shall be the sole and exclusive forum for employees to assert wage, hour, overtime, meal/rest break, and pay-related claims against the Company, its affiliated companies, officers, agents, successors, and assigns on a prospective basis, i.e., beginning as of the effective date of this Agreement. As such, the Union understands and agrees that, pursuant to this paragraph, the Union, acting as the exclusive agent for the employees it represents, unequivocally waives and relinquishes all statutory, constitutional, or legal rights of an employee it represents to pursue claims in court against the Company on an individual, class, collective, or representative basis, under the following laws as amended: the Fair Labor Standards Act, the Act, the sections of the California Labor Code dealing with wage, hour, overtime, meal/rest break, and pay-related rights, California Business and Professions Code Section 17200 to the extent such section extends the statute of limitations of any wage, hour, overtime, meal/rest break, and pay-related claims, and any state, federal, or local law that deal with rates of pay, overtime, premium pay, meal or rest breaks, paid time off, paid sick time, paid leave time, the sufficiency of paystub information, timing of payment, including but not limited to payment on termination ("Covered Claims"). In full recognition that the Union has had, and has exercised, the right to bargain over these pay, wage, hour, overtime, meal/rest break, and leave issues, the Union knowingly and voluntarily enters into this agreement to waive the rights of the employees it represents to assert claimed violations or the foregoing laws or Covered Claims in a judicial forum or to pursue any such claims before a jury or judge.

The Parties will make every effort to identify and resolve Covered Claims as soon as possible. However, due to the nature of these

disputes, the deadline for bringing a grievance set forth in Article 8 shall not apply. In the event that a Covered Claim is not resolved at a prior step of the grievance process and a Party advances the grievance to arbitration, the Parties shall select an arbitrator, who is a licensed lawyer, by striking names from a list provided by the Federal Mediation and Conciliation service. The arbitrator selected by the Parties shall have the authority and responsibility of resolving disputes over subpoenas and requests for information in advance of the arbitration hearing. To the extent required by law, the Employer shall bear the cost of the arbitrator, but each party shall bear its own legal fees associated with the arbitration of Covered Claims. The arbitrator is authorized to award any and all remedies otherwise available under the applicable statutory provision.

The Parties recognize that it is in their mutual best interest for the individuals who will be administering this section to have a solid understanding of the applicable wage and hour laws.

The Union, in its sole and exclusive discretion, shall have the right to decide whether to represent an employee or group of employees with respect to the Covered Claims. If the Union declines, the Union will permit any such employee or group of employees to hire legal counsel of the employee(s)' choosing to pursue such arbitration. This Section 5.6 shall only apply with respect to employees the Union represents while they are currently employees of the Company; it shall not apply to former employees who allege or assert claims after their employment with the Company has terminated. This Section 5.6 shall not be interpreted to: i) impose any financial responsibility or liability on the Union for Covered Claims in the event an arbitrator determines liability in favor of an employee or group of employees; or ii) impose any obligation or requirement on the Union to pay for an employee's or employees' legal fees if an employee or group of employees chooses to pursue Covered Claims after the Union declines to assert such claims; or iii) impose any arbitration costs associated with any arbitration on Covered Claims asserted by an employee or group of employees.

This Section 5.6, however, shall not bar or prevent the Union or any

employee it represents from: i) filing a charge or complaint with any federal, state, or local governmental agency, regardless of whether it has responsibility for the enforcement of the laws referenced in this section; ii) participating in any investigation or action initiated by, or pending before, any federal, state, or local governmental agency, regardless of whether it has responsibility for the enforcement of the laws referenced in this section; or iii) from pursuing or asserting statutory or legal claims under laws not referenced in this section. The Union and the Company further agree that this section shall not be interpreted by an arbitrator as i) limiting the Union or one or more of the employees it represents from pursuing any claims under the laws referenced above before an arbitrator as a general grievance on behalf of one or more current employees or on a class wide basis; or ii) in the event of a violation, limiting the right of the arbitrator to award the relief afforded under the pertinent statute(s) to one or more employees currently represented by the Union.

ARTICLE 6: UNION REPRESENTATIVES

6.1 The Union Committee shall consist of a Chairman, a Co-Chairman on the opposite shift and a minimum of two (2) additional Committee Members, one of whom shall, in addition to the Shop Chairman and Co-Chairman, serve as a member of the construed Bargaining (Grievance Committee).

6.2 The General Manager shall be promptly notified in writing of the names of all Committeemen, the Shop Chairman, and Co-Chairman as appointed or elected. Changes in the number of Union Committeemen may be made by mutual agreement of the Company and Union.

6.3 Up to two Union business representatives or officials shall have access to the Plant at reasonable times, with the permission of Management with at least 24 hours' notice to Management, for the purpose of contacting the Shop Chairman or Co-Chairman, Union Committeeman, or aggrieved employees. If the Union requires more than two business representatives to have access, it will provide Management with at least 48 hours' notice. Such representatives shall be escorted by a Company representative to

the Shop Chairman, Co-Chairman, Union Committeeman, or aggrieved employee to be contacted, and shall be given the courtesy of a confidential interview with the employee.

6.4 If the visit requires a conversation expected to last more than thirty (30) minutes or contact with several or more employees, Shop Chairman, Co-Chairman, Union Committeeman, the Company may, at its option, designate a particular location where the conversation shall be held.

6.5 While on the Company's property, such representative shall comply with all posted Company rules and such regulations as may be made from time to time by the United States Navy, Air Force, Army, and/or Nuclear Regulatory Commission. Business representatives and other Union Officials agree that production time lost due to visits shall be held to a minimum.

6.6 The Company will not pay employees for any time spent meeting with Union Business Representative or Officials pursuant to this Article, and the Company will not pay Bargaining Committee members for time spent in contract negotiations meetings.

6.7 The Union agrees that its members will not carry on any Union Activities in the plant or on the premises of the Company during working hours except as provided for in the Agreement, or as may be mutually agreed upon. Meal and rest periods and time before and after regular work shall not be considered working hours.

ARTICLE 7: SENIORITY

7.1 Seniority, as used herein, means the employee's length of continuous service with the Company since date of hire, or most recent hiring date, whichever is later.

7.2 This Agreement, in its entirety, shall apply to all new employees or rehired employees, except that such employees shall be on a probationary period for the first ninety (90) calendar days of employment and can be discharged without recourse to the

grievance procedure during that period of time, and that such employees are not eligible for benefits as outlined in this

Agreement until they have completed their probationary period. After the probationary period they shall become regular employees and their seniority shall be retroactive to their date of hire. The probationary period shall be extended by any work day(s) the employee is absent or for any days of unacceptable performance during the ninety (90) calendar days, but in no case will the probationary period exceed one hundred and twenty (120) calendar days. Employees coming back from lay-off shall come back to work without the probationary period and earn benefits in accordance with their seniority except for healthcare. Healthcare may be reinstated subject to a waiting period of the first of the month following 30 days. Recalled employees will be subject to physical and drug test as new hires.

7.3 Seniority shall be lost and continuous service broken by:

7.3.1 Discharge

7.3.2 Quit or retirements

7.3.3 Three (3) consecutive days of unexcused or unreported absence.

7.3.4 Failure of an employee to report for work within five (5) working days after being notified of recall after layoff. Employee shall receive notice of recall by Company, at his last address known to the Company.

7.3.5 Any employee not performing any work for any reason for the Company within the bargaining unit for a period of six (6) consecutive months.

7.3.6 Any employee not returning to work at the expiration of any approved leave of absence.

7.3.7 Any employee not conforming to requirements of 18.6.

7.3.8 Any employee who currently has bargaining seniority and

is now in a non-Union position as of the effective date of this Agreement shall have one hundred eighty (180) days after the effective date of this Agreement to return to the bargaining unit. After the one hundred eighty (180) days all those who remain in a non-Union position shall forfeit all bargaining unit seniority. Any future hourly employee leaving the bargaining unit for a non-Union position will also have one hundred eighty (180) days before forfeiting all seniority and rights to the bargaining unit. Such period will be extended to one (1) year under circumstances where the salary position is eliminated for any reason.

7.3.9 While a reduced work week is in force, and the Company determines the need for an extra day because of work available or work to be performed within a particular department, employees currently assigned to work in needed classification shall be given first opportunity to perform said work on the basis of seniority. Thereafter, if work is still available or to be performed, it shall be offered to employees on the basis of plant wide seniority, so long as employee(s) being considered is qualified to perform such work as determined in the Company's sole discretion. Employee(s) performing work under this Article will receive the rate of pay applicable to the classification being worked.

7.3.10 Except in the case of probationary employees who will receive the set probationary employee rate at all times, if any temporary assignment is made, the employee(s) given said assignment will be paid either the rate of the job(s) assigned or the rate of the regular job vacated, whichever is higher.

7.4 The Company will post a notice of any and all job openings on a designated bulletin board in the plant for a period not to exceed two (2) working days. Any employee who desires to bid for the posted opening will be required to complete and turn in to his supervisor a company furnished form stating his reasons for desiring the job. Any requests turned in later than three (3) days after the original posting will not be considered. Any employee who will be on vacation at the time of posting will be notified two (2) working days in advance of the start of his vacation so that he can bid on the position if he so desires. The Company will make a reasonable effort to contact an employee absent with valid excuse at

his last known address. If an employee in either of these instances is awarded the posted position, it will be filled as a temporary position until their return to work. Any employee awarded the job will have a training evaluation period not to exceed four (4) weeks. If at any time during this period the employee fails to qualify or determines he does not want to remain in this new job, he shall be returned to his previous job. After this four (4) week period, the job becomes permanent. Successful bidders may not bid on another job posting for a period of six (6) months. This four (4) week training period shall not apply to operator, heaters or trimmer trainees.

7.4.1 The most senior bidder for a position will be supplied any necessary training which may be completed within the four (4) week training period with the exception of NDT operators and maintenance personnel. However, where junior employees possess qualifications or training which cannot be accomplished within the four (4) week training period and the senior bidder does not possess such qualifications or training, the Company will not be obligated to select the senior employee. Further, it is understood that for vacancies for which a back-up position has been previously posted, a bid will be filled by such a back-up person. The Company agrees to supply the employee, who is awarded a position, any training or examinations which may be necessary for the employee to maintain any required licensure or certification. In the event it becomes necessary to make a reduction in positions, the most junior man to the position affected will be reduced from that position, at which time he may exercise his seniority rights in any other position. This section shall not be construed to give an unskilled or inexperienced employee the right to claim a job for which he is not qualified.

7.5 In the event it becomes necessary to lay off an employee because of lack of work, the Company will give five (5) working days advance notice, if possible. An employee will be selected for layoff if first by present position, then the displaced employee shall be privileged to exercise his seniority rights in the following manner:

7.5.1 First in his position, by displacing a junior employee within his position, if there are none - then he may displace a junior employee in the department. If there are none - he may displace a

junior employee plant wide. Nothing in this Agreement, including tenure or seniority rights, shall be construed to give an unskilled, inexperienced or any employee the right to claim or work for a job which he is not qualified.

7.5.2 An employee replacing another employee with less seniority in a different position will be paid the wage rate of the position of the displaced employee.

7.5.3 Both the Shop Chairman and the Co-Chairman shall not be subject to lay off due to lack of work providing they have a minimum of one (1) year continuous seniority within the bargaining unit and are qualified to do the work.

7.5.4 Probationary and part-time employees will be laid off before any qualified regular employees are on lay off status.

7.5.5 The Company will offer individual insurance (medical) conversion policies to employees who are laid off, per the COBRA continuations coverage law. The premiums are to be paid entirely by the employee and will be according to the insurance company's rates.

7.6 It is agreed and understood that when there is a temporary lack of work due to failure of equipment or shortage of material, the employees affected therefore may be sent home or notified not to report for work for a period not to exceed the balance of the work day of breakdown or shortage of material, and the following full work day. After this period, employees may exercise their seniority rights under the provisions of Article 7.

7.7 An employee shall be recalled from lay off in reverse order of lay off providing he possesses the required qualifications to perform the available work. The Company shall determine, in its sole discretion, but with input from the Union, whether an employee possesses the qualifications to perform available work. Any dispute concerning an employee's qualification which cannot be resolved by discussions shall be subject to the grievance procedure.

7.8 Recognizing the fact that no shift can be operated entirely with new employees, and that there are other extenuating circumstances, an employee may displace a junior employee within his present position or another shift providing he does not exercise this privilege more than one time in any consecutive six (6) month period.

7.8.1 If additional shifts are required all job openings will be posted for bids. Jobs that are not bid on will be filled with the junior men from the classification needed. It is understood that no shift can be operated entirely with new employees, the Company may require senior men or lead men in key positions on the new shift, not to exceed six (6) months.

7.8.2 The right to sub-contract any work considered production, maintenance, salaried, or other work, shall rest in the sole discretion of the Company.

7.9 Operator Training Program Successful bidders shall be given a reasonable training period not to exceed twelve (12) weeks. This time limit shall be shorter by mutual agreement between the Company and Union. If a bidder does not qualify within the training period, he will return to the position that he left. At the end of the twelve (12) week training period, the trainee will be classified as an operator if there is an opening. If there are none, the trainee will be used to fill temporary vacancies (subject to 7.10). If the trainee bids on and is awarded a posted position and becomes classified, he will retain his classification along with his new classification.

Trimmer: Successful bidders shall be given a reasonable training period not to exceed twelve (12) weeks. This time limit may be shorter by mutual agreement between the Company and Union. If a bidder does not qualify within the trial period, he will return to the position that he left. Trainees, if qualified, will be classified as trimmers after twelve (12) weeks.

Heater: Successful bidders shall be given a reasonable training period not to exceed twelve (12) weeks. This time limit may be shorter by mutual agreement between the Company and Union. If a bidder does not qualify within the trial period, he will return to the position

that he left. Trainees, if qualified, will be classified as heaters after twelve (12) weeks.

The provisions contained in this Section 7.9 are subject to Section 7.3.10.

7.10 To fill a temporary vacancy in any classification created by illness, injury, vacation, Company approved leave of absence or where a piece of equipment is put back into production, the Company may transfer any employee to fill such vacancy for a period of up to one (1) work week. If after one (1) work week there remains a temporary vacancy, the most senior employees in that classification shall be asked first, if none accepts, then the most senior employee plant wide will be asked before asking the utility man or floor man. If the vacancy exists on a daily continuous basis for more than four (4) weeks, the employee performing the job will be classified on a temporary basis until the absent employee returns to work, the piece of equipment is shut down or the vacancy is filled on a permanent basis by posting for bid. At this time the temporary classified employee will be returned to his previous position.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 A grievance procedure shall be defined as a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation, interpretation or application of any provisions of this Agreement except those provisions or situations where the parties have agreed in this Agreement that the grievance procedure is not applicable. A grievance must be stated in writing and shall contain a clear, concise statement of the alleged violation, refer to the contract provision allegedly violated, and identify and be signed by the aggrieved employee or employees.

8.2 Any departure from the procedure as outlined shall serve to automatically nullify, void, and cancel the grievance in question unless the time limit is extended by mutual agreement. However, in the event the Company does not answer the grievance in the time limits listed, the grievance shall be considered settled in favor of the employee.

8.3 All grievances shall be processed in the following manner:

8.3.1 The grievance shall be reduced to writing on the Union's letterhead and submitted to the Foreman within five (5) working days of the alleged infraction. It shall be dated and signed by the employee and/or his Shop Steward, and counter- signed (acknowledging receipt only) by the Foreman. The Foreman shall reply in writing within three (3) working days. If his reply remains unsatisfactory, the grievance shall be referred to the Union and the Union will handle the matter in Step 2.

8.3.2 The Union, or its designated representative, shall present the written grievance to the General Manager, or his designated representative within three (3) working days after the completion of Step 1, and the Company representative will meet with the Union representative accompanied by the affected employee and another member of the Union within three (3) working days.

8.3.3 Following this meeting the Company representative will give his written answer, no later than the third (3rd) working day after such meeting. If the answer does not resolve the matter satisfactorily, the Union will so advise the Company, in writing within three (3) working days after the receipt of the Company answer, otherwise the matter is presumed settled on the basis of the answer given by the Company in Step 2.

8.3.4 Upon written answer from the Union that the grievance remains unsettled in Step 2, the General Manager and/or his representative will discuss the grievance within the next five (5) days with the Union and the Shop Steward, accompanied by the aggrieved employee and by the Union's Business Representative, if desired by either party. Following this meeting the Company will give its written answer within five (5) working days. The Union or its Business Representative will advise the Company in writing within five (5) working days as to whether the grievance is deemed settled or not in Step 3.

8.3.5 If no settlement is reached under Step 3 above, either party may require that the case be arbitrated. Request for arbitration by either

party to this Agreement shall be so communicated in writing to the other party within fifteen (15) days dating from the deadlines of Step

3. The grievance shall be submitted to an Arbitrator to be appointed by mutual agreement of the parties and whose decision shall be final and binding.

8.3.6 In the event mutual agreement cannot be reached on an Arbitrator within (5) working days from receipt of notice of appeal to arbitration, joint request shall be made to the Federal Mediation and Conciliation Service to supply a list of seven (7) names. Each party shall alternately strike three (3) names, with the remaining one to then be the Arbitrator. It is agreed that the Arbitrator shall have authority only to interpret, apply or determine compliance with provisions of this Agreement, insofar as applicable to the stipulation submitted to the Arbitrator. The Arbitrator shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The expense and salary incident to the services of the Arbitrator shall be shared equally by the Company and the Union, regardless of who wins or loses.

ARTICLE 9: VACATIONS

9.1 Each employee who has completed one (1) year of service with the Company and is on the payroll and working full-time is entitled to a vacation of one (1) calendar week with forty (40) hours pay.

9.2 Each employee who has completed two (2) years of service with the Company and is on the payroll and working full-time is entitled to a vacation of two (2) non-consecutive calendar weeks with eighty (80) hours pay, subject to the terms of Section 9.11.

9.3 Each employee who has completed six (6) years of service with the company and is on the payroll and working full-time is entitled to a vacation of three (3) non-consecutive calendar weeks with one-hundred-and twenty (120) hours pay, subject to the terms of Section 9.11.

9.4 Each employee who has completed fifteen (15) years of service with the Company and is on the payroll and working full-time is entitled to a vacation of four (4) non-consecutive calendar

weeks with One-hundred-and-sixty (160) hours of pay, subject to the terms of Section 9.11.

9.5 Vacation pay will be computed at the employee's regular straight-time hourly rate at the time he takes his vacation. Employee will receive a regular paycheck for each week of vacation taken. Payroll taxes will be calculated separately for each week.

9.6 The Company may exercise the right to close the plant for a period of two (2) weeks for maintenance or summer shutdown purposes. The Company may exercise the right to utilize this period for vacations for its employees not required to accomplish planned maintenance projects providing the Union is given forty- five (45) days' notice. If personnel other than the regular maintenance crew is required, seniority shall apply provided the employee has the necessary qualifications.

9.7 The vacation with pay is cumulative with a maximum cap of two (2) years of vacation accrued and can be taken within twelve (12) months after the period of eligibility begins.

9.8 Yearly vacations may not be taken consecutively.

9.9 Employee must notify Company three (3) weeks in advance before scheduling vacation. In the event that vacation days are needed in the amount of two (2) days or less, a one (1) week notice should be sufficient. Every attempt will be made to make vacations to coincide with employees wishes based on seniority; however, when this is not practical, due to other considerations, the Company will make the final determination. (Subject to provisions of Paragraph 9.6.) The Company may require an employee to change his scheduled vacation provided two weeks advance notice is given to the employee. The Company may not require an employee to change his scheduled vacation date more than one (1) time in a calendar year. The Company will reimburse the reasonable expenses of any employee who at Company request reschedules his vacation, provided the employee informs the Company of the nature and amount of such expenses prior to the rescheduling of his vacation. Management will make every effort to let employee reschedule vacation as soon as Production schedule permits. Management must let employee reschedule after two (2) weeks.

9.10 Any employee whose employment is terminated for any reason after one (1) year of service with the Company shall receive pro-rated vacation pay in the amount of one-twelfth (1/12th) of the amount he was eligible to receive at his last anniversary date for every month worked, up to the date of his termination.

9.11 The employee may receive pay for accrued vacation at the time of termination. The amount shall be equal to the amount of vacation due. Minimum vacation time taken at one time shall be one day and will not be prepaid. Maximum vacation time taken at one time shall be one week, unless approved in writing by the Company President or Production Manager. Employee must give two (2) working days' notice before taking time off and must have approval of the General Manager.

Example: An Employee is eligible for two weeks' vacation but desires to split his vacation and take one week later. The employee is paid for each week as it is taken.

Example: If an employee is requested by management to postpone a scheduled vacation by reason of production requirements and emergencies, the employee may receive his full vacation pay for the period in which he is eligible.

9.12 Anniversary dates of employment or date of last hire must be used in determining eligibility for vacations in any succeeding year.

9.13 If a Holiday falls within an employee's vacation period such a Holiday shall not be considered as part of the vacation period and the employee may elect to receive his full vacation in addition to the Holiday with pay. Advance notice of an extra day of vacation shall be arranged with the Company prior to taking the vacation.

9.13.1 If an employee suffers from an industrial injury at the time of his scheduled vacation or has a related doctor's appointment which is scheduled during such vacation, and cannot reasonably be rescheduled, the employee may reschedule his vacation to a later date mutually acceptable to the Company and employee.

ARTICLE 10: HOLIDAYS

10.1 New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, Employee's Birthday, Floating Holiday, shall be paid Holidays. Each employee not on Leave of Absence or layoff who is not scheduled to work on any such Holidays shall be paid for eight (8) hours at his regular classified straight time rate of pay provided that such employee works his scheduled work day immediately preceding, and his scheduled work day immediately succeeding the Holiday involved, except with valid excuse approved by Management. Employees absent without valid excuse on the day before and after such holidays shall be docked one hour of Holiday premium pay for each hour of absence. An employee who agrees to work and is scheduled to work on any Holiday and does not work, said employee, without valid excuse approved by Management, shall receive no pay for such Holiday.

10.2 Any paid Holiday, as set forth in this Agreement, that falls on a Sunday shall be observed on the following Monday. Any paid Holiday, as set forth in this Agreement, that falls on a Saturday shall be observed on Friday.

10.3 No probationary employee shall be eligible for Holiday pay.

ARTICLE 11: NON-DISCRIMINATION

It is agreed that both parties signatory to this contract will comply with all of the State and Federal Laws pertaining to Non-Discrimination so as to protect and safe guard the right and opportunities of all persons to seek, obtain and hold employment without discrimination or abridgement on the basis of race, religion, creed, color, national origin, disability, ancestry, sex, age, marital status, military or veteran status, or any other protected class status as required by applicable law.

ARTICLE 12: PROHIBITED ACTIVITIES

12.1 Neither the Company nor the Union will interfere with, restrain or coerce the employees covered by this Agreement

because of membership or non-membership in, or lawful activity on behalf of the Union.

12.2 During the life of this Agreement, the Union will make no demands on the Company except provided for in this Agreement.

ARTICLE 13: WAGE RATES

13.1 The Wage Rates which shall be effective during the term of this Agreement are set forth in Appendix "A" attached hereto and made a part hereof.

13.2 Except as provided by the reductions set forth in this Agreement, no employee shall suffer reduction in wages, privileges or benefits presently enjoyed after the signing of this Agreement unless his is reduced to a lower classification, or by a reduction in the work force, work shifts, or other rights of management to reduce the amount of work performed by an employee or group of employees in accordance with the terms of this Agreement.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any portion herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of 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.

ARTICLE 15:

NEW OR REVISED JOB CLASSIFICATION

It is recognized that the establishment of new or revised job classifications within the Collective Bargaining unit heretofore defined may be warranted. Under such circumstances, the Company shall prepare and submit to the Union, for negotiation, rate ranges for such classifications as will have been determined to be within the Collective Bargaining Unit and the Company may place the job classification(s) into effect immediately. If agreement has not been reached after ten (10) working days, the Union shall have the right within thirty (30) working days thereafter to file a grievance over any alleged improper rate range for such job classification. If the

Union does not file a grievance within the time limit specified above, the classification and the changes established by the Company shall be considered to be fair and equitable and shall remain in effect.

ARTICLE 16:WAIVER

16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining at the time and that all such subjects were discussed and negotiated and the Agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Company and the Union for the life of this Agreement, each voluntarily and unqualifiedly waves the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Except as provided for in this Agreement, whether by addition, waiver, deletion, amendment, or modification, changes must be reduced to writing and executed by both the Company and the Union.

ARTICLE 17: GROUP INSURANCE BENEFITS

17.1 The Company will provide Group Accident and Medical Insurance to all full-time hourly employees who have completed their probationary period. All employees will be presented annually with a "Base Plan" in relation to current plan and all employees will pay 25% of the monthly premium. Additional plans will be offered at the employee's expense above the 25% of base plan. All "Base Plans" will be reviewed prior to renewal annually.

17.2 In the event that an employee becomes physically or mentally disabled for any reason and is incapable of performing all of his assigned duties, the Company may require a physical examination, and if possible, transfer the employee to work duties

for which he is qualified.

17.3 The Company agrees to establish and maintain conditions of health, safety, and sanitation in conformity with all State and Federal Laws applicable to the Plant. The Union agrees to cooperate in using safety devices furnished by the Company, and to comply with the Company's safety and fire regulations. The Company Safety Committee shall include one (1) member of the Union. The Company and Union mutually agree on a Substance Abuse Prevention Policy as outlined Appendix C of the Pacific Forge Union Employee Handbook effective June 1, 2019.

17.3 A Warning tickets will be given if employees do not use safety equipment as instructed. Receipt of three (3) warning tickets in any one (1) year (365-day) period will be cause for discharge.

17.3.1 If an employee believes he is exposed to an unusually hazardous condition which poses an imminent danger to his personal safety, he may request that an immediate meeting be held by two members of the safety committee, representing both the bargaining unit and the Company. If it is agreed that the job, equipment or danger does pose such an imminent danger, the job may be shut down until the condition is corrected.

17.4 Any employee injured in an industrial accident on the job, which requires absence from work, as directed by a designated Company Doctor, will be paid up to maximum of three (3) eight 8 hour days at his regular classified rate, from time of injury to the start of Workman's Compensation.

17.5 All industrial accident cases requiring first aid and or medical treatment shall be treated on Company time.

ARTICLE 18: GENERAL CONDITIONS

18.1 In case of minor acts of unsatisfactory work or conduct, an employee shall be served a written notice by his immediate Foreman or Supervisor explaining in what manner his work or conduct is unsatisfactory. The written notice, which may or may not be presented to the Union depending on the employee's preference, shall be sufficiently detailed in order that the employees are

adequately informed of the Company's dissatisfaction with the work or conduct and are given an opportunity to correct the infraction. Three (3) such warning notices within a nine (9) month period shall be adequate cause for discharge, subject to the Grievance Procedure herein. Warning notices, including safety warning tickets, become invalid and shall be destroyed one (1) year (365 days) following issuance. The Company will inform the Union of its intent to give a warning notice within twenty-four (24) hours of the Company's discovery of the occurrence. Unless the employee requests that the Shop Steward or other Union member not be present, warning notices will be given in the presence of the Shop Steward within five (5) working days of the occurrence or discovery.

18.2 The Company may from time to time establish work and safety rules and regulations applicable to employees within the bargaining unit, which rules and regulation shall not be in conflict with any provisions of the Agreement, and shall post these on the appropriate bulletin boards and furnish the Union with a copy thereof.

18.3 The Company agrees to furnish a bulletin board for the exclusive use of the Union. Notices posted on the bulletin board shall be confined to notices of the Union Meetings, notices of Union Elections, and the results of such elections, and notices of Union recreational, business, and social affairs, or other notices as may be mutually agreed upon by the Union and the Company.

18.4 Supervisory employees shall not perform work on an hourly rated job classification if the result would be to displace an employee in the bargaining unit but this will not prevent such work as:

18.4.1 In emergency, or when there is not a Union member that is willing or able to perform duty and is not available, or when qualified regular employees are not immediately available.

18.4.2 In the instruction or training of employees.

18.4.3 In testing materials and production.

18.4.4 In performance of necessary work when production difficulties are encountered.

18.5 Personal leaves of absence shall be without pay and shall be handled according to applicable leave of absence policies of the Pacific Forge Union Employee Handbook effective June 1, 2019. Leaves of absence must be requested from the General Manager. For good causes, stated in writing, employees may be granted a leave of absence not to exceed three (3) months. No employee may be granted a leave of absence to accept employment elsewhere, try out new work, or venture into business for himself. Such leaves of absence shall be in writing with a copy to the employee granted such leave and to the Union Local. Leaves of absence obtained under false pretense will be cause for immediate discharge. If an employee has any vacation time coming he can collect vacation pay prorated in the amount of 1/12th of the amount he was eligible for each month worked since his last anniversary date, which does not include leave of absence time. The Company has the right to deny a request for a personal leave of absence.

18.6 Medical Leave of Absence may be granted in accordance with all State and or Federally governed FMLA, CFRA, ADA, FEHA or similar leave laws, practices and procedures, and according to applicable leave of absence policies of the Pacific Forge Union Employee Handbook effective June 1, 2019, provided the employee is eligible. Employees may be eligible to request FMLA/CFRA leave if they have been employed at Pacific Forge for at least one year or 1,250 hours worked for Pacific Forge over the previous 12 months.

18.7 An employee who is unable to work due to an Industrial Illness or Injury will be placed on Workers Compensation Leave of Absence and provided all benefits per the California Labor Code Section 3700. All employees must report accidents or work-related injuries to the safety director or a supervisor at the time of the injury per the California law.

18.8 An employee who experiences a death of an immediate family member may request bereavement leave under the terms of the Company's bereavement leave policy in the Pacific Forge Union Employee Handbook effective May 1, 2024.

If you are eligible and experience the death of a family member, you may take up to five days of bereavement leave.

The days of bereavement leave do not need to be taken consecutively; however, you must complete your bereavement leave within three months of your family member's death, at which time any remaining unused bereavement leave will expire.

The following schedule defines the maximum amount of paid days off and covered family members:

Up to three (3) normally scheduled working days will be paid for death of mother, father, spouse, children, brother, sister, and spouses' mother or father.

One (1) normally scheduled working day will be paid for the death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, stepfather, stepmother, stepson, stepdaughter, grandchildren, or grandparents-in-law.

The remainder of Bereavement leave is unpaid; however, you may choose to use other available paid leave time.

Only scheduled workdays will be considered as bereavement leave. Employees will not be paid for the time they would not have normally worked.

18.8.1 The Company will provide life insurance for employees as outlined below:

0-10 yrs. - \$8000

Over 10 yrs.- \$15,000

18.9 An employee who is called for jury duty on a regularly scheduled working day or days shall be paid by the Company for time lost from work by reason of such absence the difference between the amount received by him for such service and his average straight-time hourly earnings, not exceeding eight (8) hours per day.

The Company's obligation to pay an employee for jury duty is limited to a maximum of ten (10) days in any calendar year.

Documentation citing proof of call, actual time spent on, and compensation received by jury service must be tendered to the Company when applying for the benefit.

18.10 The Company shall have sole authority to shut down a piece of equipment or operation.

18.11 Company furnishes all tools. No personal tools are permitted on Company premises.

ARTICLE 19: NO STRIKE -NO LOCKOUT

There shall be no lockout of employees by the company or strike, slowdown, set down, sympathetic strike, refusal to work, curtailment of work, restriction of procedure, picketing or interference of work by the Union, its representatives and its members during the life of this Agreement.

ARTICLE 20: 401(k)

The Company agrees to contribute to a 401(k) Plan. Employees are eligible to participate in the 401(k) Plan on the first of the month after six (6) months of service, and attainment of age eighteen (18). The Plan has an auto enrollment provision; employees are automatically enrolled with a 6% traditional (pre-tax) deduction but can opt out prior to eligibility date, or anytime thereafter. Both traditional (Pre-tax) and Roth (after-tax) deferrals are allowed. Deferral changes are permitted at the beginning of each month. Employees may stop deferrals at any time. A matching employer contribution will be made of 50% of the employee's deferral, not to exceed 10% of the employees' gross pay. Deferrals and employer matching contributions are immediately 100% vested and are calculated on a per pay basis. If the company does not produce a pretax profit for a twelve (12) month calendar year, all matching ceases.

ARTICLE 21: DURATION AND SEVERABILITY

This Agreement shall be effective as of April 14, 2024 and shall continue in effect for a period of three (3) years. The contract shall expire at 11:59 p.m. on April 13, 2027. Either party may initiate bargaining in the 60-day period before the contract expires.

It is agreed that if any provisions of this Agreement are found to be in violation or ruled illegal under State or Federal Law, the provision(s) shall be immediately eligible for re-negotiation. If the parties cannot agree to renegotiate the provision(s) believed to be unlawful, the Company may implement a change with 72 hours' written notice to the Union in order to comply with the applicable law. If the Union disagrees with the Company's conclusion that a provision(s) is unlawful, the Union may certify the case for an immediate and expedited arbitration skipping the grievance steps outlined in this Agreement with such arbitral decision being final and binding. A determination by an arbitrator or a court of competent jurisdiction that a provision(s) of this Agreement is unlawful shall not render the entire Agreement, rather the unlawful provision(s) shall be stricken and the remainder of the Agreement shall continue in force for the duration of the Agreement.

APPENDIX A

WAGE RATES Classification by Department

		4/14/2024	4/14/2025	4/14/2026
2" Upsetter	Operator	\$26.78	\$27.58	\$28.27
Press	Operator	\$28.58	\$29.44	\$30.17
3000 Hammer	Operator	\$28.58	\$29.44	\$30.17
8000 Hammer	Operator	\$29.35	\$30.23	\$30.98
16000 Hammer	Operator	\$34.07	\$35.09	\$35.97
Trainee	Operator	\$26.50	\$27.30	\$27.98
Press	Heater	\$26.10	\$26.89	\$27.56
3000 Hammer	Heater	\$25.32	\$26.07	\$26.73
8000 Hammer	Heater	\$27.34	\$28.16	\$28.87
16000 Hammer	Heater	\$28.93	\$29.80	\$30.54
Trainee	Heater	\$23.92	\$24.64	\$25.25
Press	Trimmer	\$26.10	\$26.89	\$27.56
3000 Hammer	Trimmer	\$25.32	\$26.07	\$26.73
8000 Hammer	Trimmer	\$27.33	\$28.15	\$28.86
16000 Hammer	Trimmer	\$28.60	\$29.46	\$30.20
Trainee	Trimmer	\$23.92	\$24.64	\$25.25
Utility	Helper	\$22.35	\$23.03	\$23.60
Truck	Driver	\$25.13	\$25.88	\$26.53
Sandblast	Operator	\$23.65	\$24.36	\$24.96
Wheelabrator	Operator	\$22.88	\$23.57	\$24.16
Saw	Operator	\$24.23	\$24.96	\$25.59
Grinder	Operator	\$22.35	\$23.03	\$23.60
Mag & Particle	Operator	\$27.50	\$28.32	\$29.03
Mag & Particle	Trainee	\$22.54	\$23.22	\$23.80
Final Inspector	Trainee	\$25.02	\$25.77	\$26.42
Final Inspector	First 30 days	\$26.36	\$27.15	\$27.82
Final Inspector	> 31 days	\$27.55	\$28.38	\$29.09
Maintenance	Year 1	\$22.54	\$23.22	\$23.80
Maintenance	Year 2	\$24.78	\$25.52	\$26.16
Maintenance	Year 3	\$27.87	\$28.70	\$29.42

IN WITNESS WHEREOF, the parties hereto duly authorized, have caused these presents to be executed and have affixed their respective seals this day of March 25, 2024

Pacific Forge, Inc.

Signed By: _____

Hugo Rubio

Hugo Rubio, President and General Manager

The International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers. Lodge 92 AFL-CIO

Signed By: _____

Print Name and Title:

Signed By: _____

Print Name and Title:

IN WITNESS WHEREOF, the parties hereto duly authorized, have caused these presents to be executed and have affixed their respective seals this day of March 25, 2024

Pacific Forge, Inc.

Signed By: Hugo Rubio

Hugo Rubio, President and General Manager

The International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers. Lodge 92 AFL-CIO

Signed By: Nicolas Garcia Jr.

Print Name and Title:

Nicolas Garcia Jr. Business Rep.

Signed By: Oscar Garcia

Print Name and Title:

OSCAR GARCIA