EROS LABORERS NO. 2 UNION

NATIONAL AGREEMENT COVERING SERVICE AND SUPPLY CONTRACTORS OF THE UNITED STATES GOVERNMENT

April 1, 2021-March 31, 2024
INDEX

Article I - Parties ................................................................. Page 2
Article II - Recognition ...................................................... Page 2
Article III - Management Rights ......................................... Page 2
Article IV - Union Representation ....................................... Page 2
Article V - Hours and Overtime Rates .................................. Page 2
Article VI - Wages, Fringe Benefits, Vacations, and Shift Schedules Page 3
Article VII - Holidays .......................................................... Page 3
Article VIII – Bereavement Leave ........................................ Page 3
Article IX- Clothing, Uniforms or Equipment ......................... Page 3
Article X – Reduction in Forces ............................................. Page 4
Article XI – Promotions ........................................................ Page 4
Article XII – Safety .............................................................. Page 4
Article XIII – Maintenance of Standards and Protection of Rights Page 4
Article XIV – Discharge or Suspension .................................. Page 4
Article XV – No Strikes, No Lockouts .................................... Page 5
Article XVI – Grievance Procedure and Arbitration ................. Page 5
Article XVII – Extra Contract Agreement ............................. Page 6
Article XVIII– Separability and Savings Clause ....................... Page 6
Article XIX – Effective Dates and Duration ......................... Page 7
Schedule A ..................................................................... Page 7
Schedule B .................................................................... Page 8
Classifications and Wages .................................................... Page 8
Shifts ....................................................................... Page 8
Wage Payments ................................................................ Page 9
Sick/Personal Leave ............................................................ Page 9
Short Term Disability Sick Leave ......................................... Page 9
Jury Duty .................................................................... Page 9
Holidays ................................................................... Page 10
Vacation .................................................................... Page 10
Health and Welfare ............................................................. Page 10
Health and Welfare Benefits Table ...................................... Page 10
Company Sponsored 401k .................................................. Page 11
Nondiscrimination Clause ................................................... Page 11
Discharge ................................................................ Page 11
Expiration of Contract .......................................................... Page 12
Rank and File Check Off List ..................................................
ARTICLE I- Parties
This Agreement has been entered into by, and is binding upon, DCT Incorporated at the EROS Data Center (Hereinafter referred to as the "Employer"), and the EROS Laborers No. 2 Union and its affiliated Unions and/or District Councils having jurisdiction over the Employer's locations and operations covered by this Agreement (hereinafter referred to as the "Union").

ARTICLE II- Recognition
Section 1. The Employer agrees to recognize the Union as the sole and exclusive bargaining representative with respect to wages, hours, and all other terms and conditions of employment of its employees employed at the EROS Data Center.

Section 2. "Employees", within the meaning of this Agreement, shall include all employees of the Employer working at the job locations presently or hereafter covered under Article I of this Agreement who are defined as employees under the Labor-Management Relations Act of 1947, as amended.

Section 3. The employees covered under this Agreement shall constitute maintenance and grounds employees as detailed in SCHEDULE B of this agreement.

ARTICLE III- Management Rights
The Employer shall at all times have full control of matters relative to the management and conduct of its business and shall control its operations, the direction of its workforce, the methods of production, the management of its plants and buildings, the care and use of machinery and materials, and the right to hire, promote, and transfer employees, subject to the provisions of this Agreement.

ARTICLE IV- Union Representation
Section 1. The Union shall have the right to appoint as many shop stewards as it deems necessary. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

Section 2. A chief steward shall be permitted to furnish information and/or process grievances relating to matters of mutual concern to the Employer and the employees.

Section 3. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative from one work shift and/or shop to another, it will inform the Union five (5) days prior to taking such action.

ARTICLE V- Hours and Overtime Rates
Section 1. The regular schedule of hours and over time are set forth in Schedule B, attached hereto. There shall be no pyramiding of overtime.

Section 2. The hours of work shall be established to meet the requirements of the Employer's contract with the applicable Government agency.

Section 3. Any employee scheduled to work or called into work by the Employer shall receive at least two (2) hours pay if he reports for work at the required time and no work is available, unless the Employer shall have taken reasonable steps to notify such employee that there will be no work.

Section 4. No employee scheduled to work or called into work by the Employer shall be required to stand by for an assignment unless they are paid regular straight-time rate during such waiting period, unless the Employer has taken reasonable steps to notify such employee that there will be no work or that their starting time has been changed.

Section 5. Lunch period shall be not less than one-half (1/2) hour and not more than one (1) hour.
ARTICLE VI-Wages, Fringe Benefits, Vacations and Shift Schedules
Section 1. The employees shall receive wages, and be subject to shift schedules and vacation rights as set forth in Schedule B, attached hereto. Unless otherwise agreed upon by both parties, the Employer agrees to make pension contributions to the company sponsored 401k on behalf of each employee covered by this Agreement. The amounts and frequency of such contributions are set forth in Schedule B, attached hereto.

Section 2. Unless otherwise agreed upon by the parties, the terms and conditions set forth in Schedule B are to be separately negotiated between the Employer and the Union having jurisdiction over such Employer operation.

Section 3. Unless otherwise agreed upon by both parties, the terms and conditions set forth in Schedule B shall be reopened in accordance with Article XIX, and all terms and conditions set forth therein shall be the subject of renegotiation. Unresolved issues or disputes arising out of failure to negotiate a renewal or modification of this agreement that remain on the 20th day of the month preceding the next regular meeting of the Federal Mediation and Conciliation Service, may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration of this agreement or any subsequent anniversary date. The Council’s decision shall be final and binding. There shall be no stoppage of work either by strike or lockout because of any proposed change in this Agreement or disputes over matters related to this Agreement. All such matters must be handled as stated herein.

ARTICLE VII-Holidays
Section 1. All employees shall be entitled to the following ten holidays with pay: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, and Christmas Day; provided, however, that any employee who is absent without an acceptable excuse on the work day immediately preceding or the work day immediately following a holiday shall forfeit right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, the death in their immediate family, such fact shall constitute an acceptable excuse.

Section 2. The Employer may substitute for any of the named holidays another day off with pay, in accordance with a plan communicated to the employees involved and agreed to by the Union.

Section 3. Holidays, as determined above, will be observed as non-workdays. Whenever such holidays fall on Saturday or Sunday, and the Employer's operation is closed on the preceding Friday or the succeeding Monday, then such Friday or Monday shall be deemed to be such holiday.

ARTICLE VIII-Bereavement Leave
In the event of a death of a spouse, child or step-child, parent or step-parent, a full-time, permanent employee shall be entitled to five (5) days off as bereavement leave. In the event of a death of a brother, sister, grandparent, mother-in-law, or father-in-law, a full-time, permanent employee shall be entitled to three (3) days off as bereavement leave. The compensable days must fall within the employee's regularly scheduled workweek.

ARTICLE IX-Clothing, Uniforms or Equipment
Employees who are required by the circumstances under which they are working to wear uniforms, special clothing, safety clothing, or to have special equipment, will be furnished with those items by the Employer and if additional tailoring or the sewing on of patches is required, the Company shall bear the initial cost. All deposits for uniforms shall be refunded to the Employee upon termination of employment, provided the uniforms are returned. All fulltime employees shall receive a maximum of $100.00 allowance per contract year to purchase safety shoes.
ARTICLE X- Reduction in Forces

Section 1. The Employer agrees to notify the Union as promptly as possible concerning pending reductions in force and provide probable impact information.

Section 2. When an employee is discharged for cause, or laid off, they shall be paid, to date, after they have turned in uniforms, keys, government identification card, and all government and company equipment. When an employee terminates their employment voluntarily, they shall be paid at the conclusion of the current pay period. A person absent for three (3) days without notifying the Employer is considered to have voluntarily terminated.

Section 3. In recalling employees, the Employer shall contact each employee by telephone at the last known address. The employee shall be required to respond and to be available for work within seventy-two (72) hours.

ARTICLE XI- Promotions

In affecting a promotion, the Employer shall give first consideration to employees presently employed at the job location involved. All jobs and the minimum requirements for each shall be posted with a time limit for those candidates meeting the requirements to respond. If there are no bidders, or those who did bid cannot meet the requirements, outside applicants will be considered. The Employer will review the application of all candidates with full regard given to each candidate’s skills, abilities, and experience.

ARTICLE XII- Safety

In order to provide safety controls for protection to the life and health of the employees, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions under this agreement, the Employer shall comply with the pertinent provisions of the most current USGS OCCUPATIONAL HAZARDS AND SAFETY PROCEEDURES HANDBOOK.

ARTICLE XIII- Maintenance of Standards and Protection of Rights

Section 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the execution of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement and including primary picket lines at the Employer’s places of business.

Section 3. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

ARTICLE XIV- Discharge or Suspension

Section 1. The Employer shall not discharge or suspend any employee without just cause: and with respect to any discharge or suspension, the Employer shall give at least two (2) warning notices to the employee of the complaint against such employee, in writing, and a copy of the same to the Union and job steward affected. On receiving the second warning notice (reprimand) in a six-month period, that employee will be subject to a three (3) day suspension. However, no warning notice need be given to an employee before he is discharged if the cause of such discharge is one of the following: (1)
Failure to observe safety rules and regulations: (2) Failure to maintain Company or Government property in a safe and operational manner; (3) Gambling on Company or Government property; (4) Drinking or possessing intoxicating liquor on Company or Government property; (5) Fighting on Company or Government property; (6) Acts of indecent or immoral conduct on Company or Government property; (7) Willful damage or unauthorized removal of property belonging to the Company or Government; (8) Deliberately falsifying or punching another person's time sheet or card; (9) Insubordination; (10) Sleeping during duty hours. However, when an employee is guilty of one of the above-mentioned infractions, he or she can be discharged or receive a three (3) day suspension. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected.

Section 2. No employee shall be discriminated against, suspended, or discharged on the basis of sex, race, religion, national origin, creed, union affiliation or political belief. Nor shall any employee be discriminated against, suspended, or discharged for exercising rights under the National Labor Relations Act as amended, the Equal Employment Opportunities Act, or any other federal or state labor regulations.

ARTICLE XV-Strikes, No Lockouts
Section 1. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties, and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it is agreed that there shall be no interruptions in or impediments to Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of usual disputes and grievances. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided for herein.

Section 2. It's agreed that in all cases of any unauthorized strikes, slowdown, walkout, or any other unauthorized cessation of work; the Union shall not be liable for damages resulting there from. The Union shall undertake to encourage employees to return to their jobs during any unauthorized stoppage of work mentioned above. The Employer has the right to permanently replace economic and sympathetic strikers.

ARTICLE XVI-Grievance Procedure and Arbitration
All disputes or grievances involving the interpretation or application of this Agreement shall be settled in the following manner.

Step 1- The first attempt to settle any such dispute or grievance shall be made at the job level between the representatives of the Union involved in such dispute and the Employer's representative.

Step 2- If such dispute or grievance is not settled at the job level within one week, shall then be referred to the designated representative and the Labor Relations Director of the Employer or the designated representative. If the dispute or grievance is not settled on this level within five (5) days, the parties to the dispute may extend the period for the settlement to another fixed date, mutually agreed upon; and if a settlement is not effected by such date, the dispute or grievance may be submitted for arbitration under the provisions of Step 3 hereinafter set forth.

Step 3- If after referral to Step 2, the dispute or grievance remains unresolved, the matter may then be referred to arbitration by either party upon written notice to the other. After service of such notification, in the event the parties are unable to agree upon an arbitrator, application shall be made to the Federal Mediation and Conciliation Service for a panel of five arbitrators from which list both parties shall alternately strike names until the last name remains, which person shall be designated as the arbitrator. The procedure for soliciting the arbitrator shall be completed within two (2) weeks of receipt by the parties of the list of names from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the Employer and on the Union.

EROS Laborers No. 2 Union
and its members.

With respect to any dispute, complaint, or grievance arising out of the interpretation or application of Article II, S-2 of this Agreement, the Employer hereby acknowledges that the Union may, at its option, bypass Steps 1 and 2 of this grievance procedure and proceed immediately to Step 3.

Employee and the Employer shall bear their respective costs of the arbitration procedure separately. The fees of the arbitrator shall be shared equally between the Employee and the Employer. In the event that either party fails to comply with the decision of the arbitrator, the terms and conditions of Article XV shall not apply.

ARTICLE XVII-Extra Contract Agreement
The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or other working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE XVIII-Separability and Savings Clause
Section 1. If any Article or Section of this Agreement is held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any such by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held in valid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance therewith has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In such event, the parties shall be permitted all legal or economic recourse in support of their demand, notwithstanding the provisions of Article XV of this Agreement.
ARTICLE XIX - Effective Date and Duration
This Agreement, entered into this day of March 1, 2021, with wages and benefits to be effective April 1, 2021 and shall be binding upon the parties hereto, their successors in the employing industry at the EROS Data Center, and their administrators, executors, and assigns, and shall remain in full force and effect until and through March 31, 2024 and from year to year thereafter unless written notice is given by the Union or the Employer at least ninety (90) days prior to the expiration date of its desire to modify, amend, or terminate this Agreement. The parties shall commence good faith bargaining negotiations within 15 days after receipt of such notice.

SCHEDULE A
This Agreement is applicable with respect to the following Employer job classifications(s) and operation(s).

Employer: DCT Incorporated

DCT Incorporated PO Box 1853
501 East Cherokee
McAlester, OK 74502

Job Location:
USGS/EROS Data Center
Mundt Federal Building
Sioux Falls, SD 57198
SCHEDULE B


CLASSIFICATION, EFFECTIVE DATE, AND WAGES PER HOUR

<table>
<thead>
<tr>
<th>Classification</th>
<th>April 1, 2021</th>
<th>April 1, 2022</th>
<th>April 1, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grounds Maintenance/Heavy Equipment Operator</td>
<td>$24.00</td>
<td>$24.72</td>
<td>$25.46</td>
</tr>
<tr>
<td>Utility Worker/Heavy Equipment Operator</td>
<td>$24.00</td>
<td>$24.72</td>
<td>$25.46</td>
</tr>
<tr>
<td>Architectural Crafts Person</td>
<td>$27.80</td>
<td>$28.36</td>
<td>$28.93</td>
</tr>
<tr>
<td>Heavy Equipment Diesel Mechanic</td>
<td>$27.80</td>
<td>$28.36</td>
<td>$28.93</td>
</tr>
<tr>
<td>Temporary Student Worker</td>
<td>$15.00</td>
<td>$15.45</td>
<td>$15.91</td>
</tr>
</tbody>
</table>

STUDENT
A student shall be anyone who is returning to school at the beginning of the fall term of school. Employment is not to exceed ninety (90) calendar days.

LEAD PERSONNEL
If the Employer assigns any employee as Lead of any employees on any project, he shall receive $.50 per hour above the highest rate being paid to any employee under his supervision, regardless of his or her craft. No Foreman or Lead man shall supervise over more than ten (10) employees.

SHIFTS
First Shift 7:30 a.m. through 4:00 p.m.: 8 hrs. Work for 8 hrs. Pay,
Second Shift 4:00 p.m. through 12:00 a.m.: 7-1/2 hrs. Work for 8 hrs. Pay.
Third Shift 12:00 a.m. through 7:30 a.m.: 7 hrs. Work for 8 hrs. Pay.
Optional Shift 4 days a week: 10 hrs. Work for 10 hrs. Pay.
Shift start and stop times may be changed if agreed upon by both parties. Straight time shift work will run from 0.0 Hr. Monday to 0.0 Hr. Saturday. Employees working five (5) days per week will receive overtime pay for any time worked in excess of eight (8) hours per day. When job conditions dictate and by mutual agreement of both parties, the employer will be allowed to establish a four (4) day, ten (10) hour per day workweek. Employees working four (4) days per week will receive overtime pay for any time worked in excess of ten (10) hours per day. Employees working four (4) days of ten (10) hour shifts will not be entitled to shift differential for the additional two hours worked per day. Employees shall be entitled to overtime for any time worked in excess of forty (40) hours in any week; provided however, that there shall be no pyramiding of overtime. There shall be no split shifts. For all hours worked on Saturdays, employees shall be paid time and one-half, unless an employee's regular shift is Saturday, then hours will be paid at the regular rate. Sundays and Holidays shall be paid at double time. If the holidays fall between Monday and Friday, overtime shall be computed after thirty-two (32) hours of straight time pay. While two or more shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay, and the second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay, and the third shift shall work seven (7) hours and receive (8) hours pay. All work performed on the sixth shift of the work week shall be paid for at time and one-half of the regular straight time hourly rates, and work on the seventh shift shall be paid for at double time. A shift shall be defined as one crew of workmen replacing another crew.

**WAGE PAYMENTS**

All employees covered by this Agreement shall be paid before the end of their shift on Friday of the week following the work for which the pay has been earned. When an employee quits, he or she shall be paid the next payday in full. When an employee is discharged or laid off, he or she shall be paid in full immediately after turning in keys, uniforms, government identification card, government driver's license, and all government and company equipment.

**SICK LEAVE/PERSONAL LEAVE**

Each full-time employee shall be granted up to nine days (72 hours) sick leave for each year of continuous employment. Sick Leave is accrued at six (6) hours per month with a year running from Employers contact date to Employers contract date. Payment will be paid upon notice of an absence if notice is given two hours after shift starting time. Telephoning is acceptable. Sick leave of three or more consecutive working days will require a medical certificate. Accrued sick leave may be applied for as personal business. Employees may not carry over sick leave at the end of the Employers contract year. All sick leave shall be paid at the employee's current rate of pay. Employees must use all accrued sick leave before applying for leave without pay (LWOP).

**SHORT TERM DISABILITY SICK LEAVE**

Each permanent, full-time employee shall be granted twelve (12) working days short term disability sick leave. Short-term disability year runs from Employers contract date to Employers contract date. Payment will be paid upon notice of absences of three or more consecutive working days, the presentation of a medical certificate and all accrued sick leave/personal leave is exhausted. Any short-term disability sick leave not used during the year will be lost and not transferred to the succeeding contract year. The employee shall continue to receive all regular benefits while on short-term disability leave. Short-term disability sick leave will not be paid off at the end of the contract year, nor upon termination of employment. Short-term disability sick leave may not be applied for as personal business. An employee cannot be paid short-term disability on the same days as workman's compensation is paid.

**JURY DUTY**

The Employer will reimburse an employee who has worked for the Employer for one year or more for the difference between his normal earnings for the time absent on jury service and the amount received for such jury duty, on a showing that the employee has returned to work every day of said period when employee was excused from jury duty for two (2) hours or more during the regular working hours thereof, and upon a showing of satisfactory evidence of the amount received for jury
service. For those employees working shifts other than day time, said employees will be required to work their assigned shift if they have a 10 hour rest period prior to or immediately following jury service. Employer must be notified immediately following employee's receipt of notification of jury duty selection.

**HOLIDAYS**
The following ten (10) paid holidays shall be observed: New Year's Day, Martin Luther King Jr's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The Employer may substitute for any of the above holidays, another day off with pay, acceptable to the employees involved, at double time rate. No work shall be performed on Labor Day except in case of an emergency. If the Federal Government recognizes more holidays than the ones listed, they shall apply.

**VACATION**
Two weeks' vacation with pay (80 hours) shall be given each employee upon completion of one year, three weeks' vacation will be given to each employee after five, six, seven, eight, and nine years of continuous employment.

Four weeks' vacation (160 hours) shall be given to each employee after ten or more consecutive years of continuous employment. Employees may carry over a maximum of forty (40) hours of vacation after employee's anniversary date. All vacation shall be paid at the employee's earned rate of pay.

Employees must use all accrued vacation before applying for leave without pay (LWOP). Only permanent, full-time employees are eligible for vacation benefits. A year runs from employee's anniversary date to employee's anniversary date.

**HEALTH AND WELFARE**
The EROS Laborer Union No. 2 will provide a Health and Welfare Plan that is in compliance with the Affordable Care Act (ACA) and/or any applicable federal laws and regulations thereto. Under this Plan, the employer will reimburse the employee for all or part of his individual health insurance premiums by issuing a payment to the employee based on the hourly wage rates indicated below. The wage rates for the Health and Welfare Plan will be paid up to forty (40) hours per week. No Health and Welfare Plan hourly wage rates will be paid on overtime or while employees are on non-active work status.

All hourly Health and Welfare Plan wage rates will be considered taxable income.

The Union is responsible for ensuring that employees covered under this Agreement provide proof of payment as well as proof that the coverage was in force for the time period represented by the payment for which the employer is reimbursing the employee for the Health and Welfare Plan.

The Union will ensure that employees' individual premiums are affordable and that the value does not exceed 9.5% of an amount equal to the employee's rate of pay.

The Union will report all participants' eligibility in accordance with applicable ACA and/or federal laws and regulation requirements. The employer agrees to report coverage of participating employees in accordance with ACA and/or federal laws and regulation requirements.

<table>
<thead>
<tr>
<th>Health and Welfare Hourly Rates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2021</td>
</tr>
<tr>
<td>$6.30</td>
</tr>
</tbody>
</table>

EROS Laborers No. 2 Union
COMPANY SPONSORED 401K
The Employer agrees to make contributions to a company sponsored 401k in accordance with the requirements of Article VI, Section 1 of this Agreement. After three (3) months of employment the Employer will contribute 15 percent of each employee's Regular Wages (excluding wages paid for Health & Welfare) to a Retirement Fund. Only permanent employees are eligible for Retirement benefits.

NONDISCRIMINATION CLAUSE
The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. This includes; but is not limited: to hiring, placement, upgrading, transfer, demotion, and layoff, or termination.

DISCHARGE
Minor offenses shall have two warning notices in writing. Major offenses can be reason for dismissal. The warning notices shall be issued in writing to the employee and to the Union; except that no warning notice need be given to any employee before he is discharged, if the cause of discharge is major. This Article shall apply to the grievance procedure.

VOLUNTARY REDUCTION IN WAGES
Any employee requesting a voluntary reduction in pay must fill out form VRW-1 supplied by the Union.
EXPIRATION OF CONTRACT
This Agreement is to become effective March 1, 2021 (with wages and benefits becoming effective April 1, 2021), and will continue to be in effect through March 31, 2024, and will automatically renew itself each year thereafter provided neither Party has signified their desire to reopen the Agreement for negotiations, such notice to be given in writing and not less than 90 days prior to the expiration date of this Agreement.

DCT Incorporated
PO Box 1053
McAlester, OK 74502
Cheryl Bernardi President
Cheryl Bernardi

Signature

Date: March 1, 2021

EROS Laborers Union No. 2 EROS Data Center
Sioux Falls, SD

Signature

Date: March 1, 2021
<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Braa, Jacob</td>
<td></td>
<td>3-3-21</td>
</tr>
<tr>
<td>Hansen, Arlen</td>
<td></td>
<td>3-3-21</td>
</tr>
<tr>
<td>Johnson, Steve</td>
<td></td>
<td>3-1-21</td>
</tr>
<tr>
<td>Nelson, Adam</td>
<td></td>
<td>3-3-21</td>
</tr>
<tr>
<td>Petersen, Mark</td>
<td></td>
<td>3-3-21</td>
</tr>
<tr>
<td>Roling, Jerry</td>
<td></td>
<td>3-3-21</td>
</tr>
<tr>
<td>Wiese, Ryan</td>
<td></td>
<td>3-3-21</td>
</tr>
</tbody>
</table>