

AGREEMENT

Between

I.U.P.A.T. DISTRICT COUNCIL NO. 5



And



JULY 1, 2022, through JUNE 30, 2025

Table of Contents

Preamble.....	1
Article 1 Scope of Work.....	2
Article 2 Recognition and Union Security	2
Section 1. Recognition.....	2
Section 2. Union Security	2
Section 3. Agency Shop Clause (to be used only where Section 2 cannot be legally adopted).....	2
Section 4. Management Rights	3
Section 5. Shop Stewards.....	3
Section 6. Work Stoppage	3
Article 3 Area Jurisdiction	4
Article 4 Assignment of Employees.....	4
Section 1. Regular Employees	4
Section 2. Withdrawal of Employees.....	4
Article 5 Probationary Period.....	4
Article 6 Employer Policies	4
Article 7 Working Hours.....	5
Section 1. Workweek.....	5
Section 2. Meal Periods	5
Section 3. Rest Periods	5
Article 8 Successor Clause	5
Article 9 Non-Discrimination.....	6
Article 10 Subsistence Travel Time and Travel Expenses.....	6
Section 1. Local Job.....	6
Section 2. Travel Pay, Accommodations, and Meal Reimbursement.....	6
Section 3. Mileage Reimbursement	7
Article 11 Grievance Procedure	7
Article 12 Check-Off of Administrative Dues	8
Article 13 Wages	10
Section 1. Rates of Pay	10
Section 2. De Minimis Time.....	11
Section 3. Overtime	11
Section 4. Lead Technician.....	11
Section 5. Lead Driver	11

Section 6. CDL Driver Incentives.....	12
Section 7. Premium Pay – Biological Waste	12
Section 8. Boom Boat Operator Pay	12
Section 9. Show Up Time	12
Section 10. Minimum Pay	12
Section 11. Pyramiding of Rates.....	13
Section 12. Drug and Alcohol Testing.....	13
Section 13. Payday.....	13
Article 14 Leave Benefits.....	13
Section 1. Vacation	13
Section 2. Sick Leave.....	14
Section 3. Holidays	15
Article 15 Documents, Credentials and Licenses.....	15
Section 1. Transportation Worker Identification Credential (TWIC).....	15
Section 2. Driver’s License.....	15
Section 3. Department of Transportation (D.O.T.) Physicals	16
Article 16 Trust Agreements	16
Section 1. Trust Agreements.....	16
Section 2. Trust Contributions	16
Section 3. Trustees and Committee Person.....	17
Article 17 Health and Welfare.....	17
Section 1. Medical, Dental and Vision Plan	17
Section 2. Contributions	17
Article 18 Pension	18
Article 19 Subcontracting.....	18
Article 20 Joint Venture	18
Article 21 Health and Safety	19
Section 1. Health and Safety Policy and Philosophy Statements	19
Section 2. Personal Protective Equipment	19
Section 3. Target Zero	19
Section 4. Stop Work Authority.....	19
Section 5. Safety Committee	20
Section 6. Job Hazard Assessment Meetings.....	20
Article 22 Training	20
Article 23 Job Notice.....	21
Article 24 Layoffs	21

Article 25 General Savings Clause.....	21
Article 26 Preservation of Work Clause.....	21
Article 27 Out of Area Clause.....	22
Article 28 Duration Clause.....	22
Article 29 Working Rules.....	23
ATTACHMENT A EMPLOYER HEALTH AND SAFETY STATEMENTS	27
SCHEDULE A WAGE RATES.....	29

Preamble

This Agreement is made and entered into this first day of July 2022, by and between Tidewater Environmental Services, Inc. (hereinafter referred to as the "EMPLOYER") and Painters District Council #5, (hereinafter referred to as the "UNION").

Article 1 Scope of Work

This Agreement shall encompass all types of marine and industrial cleaning and transportation services and other work scopes as may be agreed at the time by both parties.

Article 2 Recognition and Union Security

Section 1. Recognition

The Employer hereby recognizes I.U.P.A.T. District Council 5 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

It shall not be deemed a violation of this Agreement or the National Labor Relations Act, as amended, for four supervisory/management and two (2) maintenance employees who may perform bargaining unit work which is normally done by employees in the bargaining unit, in emergency situations or where no bargaining unit employees are available or qualified to do the work. Additional supervisors/managers may perform said bargaining unit work, provided the supervisor/manager to bargaining unit ratio does not exceed 1:15.

Section 2. Union Security

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment or on and after the 30 days following the beginning of their employment or on and after the 30 days following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. (This clause shall be effective in those states permitting Union Security.)

Section 3. Agency Shop Clause (to be used only where Section 2 cannot be legally adopted)

All employees shall, as a condition of continued employment, pay to the Local Union, the employee's exclusive Collective Bargaining Representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the local Union's regular and usual administrative processing fees and its regular and usual dues. For present employees, such payments shall commence 30 days following the effective date

or the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start 30 days following the date of employment.

Section 4. Management Rights

The right to manage Tidewater Environmental Services, Inc. is vested exclusively in the Employer and such right includes, but is not necessarily limited to, the right to organize, schedule, staff, assign work and direct the workforce; to set standards of service to be offered to customers; to introduce any and all new improved and automatic methods or equipment in order to improve efficiency, and to assign employees within the bargaining unit in accordance with such improvements; to suspend, demote, discharge or take other disciplinary action for just cause; to decide to purchase or provide goods and services; to take action as may be necessary in emergencies; to relieve employees for lack of work or other legitimate reason; and to make and enforce rules and regulations, provided they have been agreed to by both parties if they affect mandatory subjects of bargaining.

Section 5. Shop Stewards

Stewards will be designated by the Union. The Union may, at its option, appoint a steward(s) on any job where its members are employed. The duties of the steward(s) shall be to see that the provisions of the Agreement are observed and communicate with the membership.

The steward(s) shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. The steward(s) will endeavor to perform these duties during scheduled breaks and before and after working hours. If this is not possible, the steward(s) will notify the Employer and the Union immediately. They shall have the authority to check the identification of individuals employed on the job. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward(s) or giving evidence with respect to an alleged violation of this Agreement. The steward(s) may be relieved of their duties at any time at the discretion of the Union.

Section 6. Work Stoppage

There shall be no strikes, lockouts, work slowdowns, or stoppages of work during the term of this Agreement. It is the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement dealing with the settlement of disputes. The Union agrees to notify all local union officers and representatives and employees covered by this Agreement of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

It is understood that employees will not be required or expected to cross lawful picket lines, which may be established by another union. 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 a 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.

Article 3

Area Jurisdiction

This Agreement shall be applicable to the State of Oregon and the following counties in the State of Washington: Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific.

Article 4

Assignment of Employees

Section 1. Regular Employees

"Regular Employees" for the purpose of this Article are defined as employees who are members of the Local Union where the Employer's place of business resides on a permanent basis and declare his/her home Local Union.

Section 2. Withdrawal of Employees

Employees shall not be withdrawn by the Local Representative from the Employer's employment except in accordance with the Union Security provisions of this Agreement, failure to pay proper wages, fringe benefits, or administrative dues check-off, without the consent of the Employer. However, if it becomes necessary to withdraw any employee, the Employer shall have the right to replace such employee with a regular employee of the Employer's choice.

Article 5

Probationary Period

Employees will be considered probationary employees during their first 500 hours of employment. The probationary period of an employee may be extended by agreement of the Employer and the Union.

Article 6

Employer Policies

It is agreed by the Union that employees of the Employer as recognized in "Schedule A" and their work activities shall be governed by policies of the Employer as adopted and amended from time to time. A draft copy of any change in policies affecting employees covered by this Agreement will be provided electronically to the Union. Upon request by the Union within 10 business days after the initial notification, the Employer will meet with the Union to discuss the proposed policies. After discussion, or whenever no request for discussion is provided by the Union, the Employer may implement its proposal. The labor agreement shall supersede any rules which conflict.

Article 7 Working Hours

Section 1. Workweek

The Union recognizes that climate and seasonal conditions beyond the control of the Employer often control the hours worked on a job. Because of this, 40 hours shall constitute a week's work (Wednesday 0001 through Tuesday 2400).

Section 2. Meal Periods

Employees shall be allowed an unpaid meal period of not less than 30 minutes which shall commence no less than two (2) hours or no more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one unpaid 30-minute meal period prior to or during the overtime period. An employee required to work during his regular meal period shall receive the established overtime rate for such meal periods and thereafter be allowed another meal period to eat his meal on the employee's time.

Section 3. Rest Periods

Employees shall be allowed a rest period of not less than 10 minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period (WAC 296-126-092).

Article 8 Successor Clause

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, heirs, administrators, executors, and assignees, transferees, or lessors.

In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, or reorganization through court proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof, provided however, that terms and conditions of this Agreement may be modified to comply with any court ordered reorganization plan.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

Article 9 Non-Discrimination

The Employer, Union and Employees shall continue to comply with all applicable State and Federal employment discrimination laws. The Employer and/or the Union shall not discriminate against any person because of such person's age (40 or older), race, color, sex, national origin, sex (including pregnancy, sexual orientation, and gender identity), marital status, HIV/AIDS and Hepatitis C Status, religion/creed, or the presence of any sensory, mental or physical disability (which does not prevent the proper performance of the particular person), genetic information, use of a trained dog guide or service animal, honorably discharged Veteran or military status, or other non-merit based factors in the hire, discharge, transfer, layoff, discipline, assignment of jobs, or with respect to any other term or condition of employment.

The Employer will not tolerate any form of harassment, of a verbal or physical nature, by any employee, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile environment in the workplace. Included is harassment of employees by managers, supervisors, co-workers, vendors, customers, or suppliers.

The use of masculine gender in any provision of this agreement shall not be deemed to indicate any distinction based on sex. Such use of masculine gender shall be deemed to include the feminine gender wherever it is found.

Article 10 Subsistence Travel Time and Travel Expenses

Section 1. Local Job

All employees shall report directly to TES. Management may approve exceptions based on customer geographic locations; in such case, employees will receive mileage reimbursement based on the current IRS standard mileage rate for locations exceeding 25 miles from TES Headquarters or the employee's residence, whichever is less. Pay will begin when clocking in at job site.

There will be no travel time pay for local jobs for employees not performing work activities (Local jobs being defined within a 25-mile radius of TES Headquarters). Shop loading, unloading and delivery shall be treated as hours worked.

Section 2. Travel Pay, Accommodations, and Meal Reimbursement

When employees are required to work in areas requiring an overnight stay, they shall receive travel pay not to exceed eight (8) hours for each day spent traveling. Travel time shall be paid at straight time rates with the exception of drivers who have worked more than eight (8) hours in a day/40 hours in a week or are driving on weekends. Sleeping accommodations shall be provided and will be paid directly or reimbursed by the Employer. Meals will be reimbursed up to \$60.00 for a full day (i.e., 3 meals) or \$20.00 per meal for a partial day during out-of-town assignments upon receipt of proof of purchase. Any expenditures exceeding the allowable meal reimbursement amount will be the responsibility of

the employee. Employees using company credit cards shall be responsible for paying the Employer for any meal expenditures exceeding the allowable reimbursement amount.

Section 3. Mileage Reimbursement

The Employer may choose to provide transportation at no cost to the employee for projects inside and outside the 25-mile zone. When transportation is not provided by the Employer outside the free zone, any employee required to drive their personal vehicle will be reimbursed mileage at the current IRS rate.

Article 11 Grievance Procedure

Section 1. In the event that a dispute, grievance, or difference of interpretation occurs, the procedure outlined in Section 2 shall be followed. A grievance is defined as a violation of the terms and conditions of this Agreement.

Section 2. In the event that any such complaint or dispute arises during the life of this Agreement, it shall be processed only by recourse to the following successive steps:

Step 1. Within fourteen (14) calendar days after the employee knows or should have known of the first occurrence of the action of the Employer, or other situation or condition giving rise to the grievance, the aggrieved employee(s) or Union Representative shall personally present the grievance to the Operations Manager, General Manager, or Director of Human Resources.

Step 2. If no settlement satisfactory to the grievant(s) is reached within three (3) business days, a representative of the Union shall present the grievance in writing to the Employer within five (5) business days. The Employer shall attempt to resolve the grievance within five (5) business days. The written grievance shall detail facts and allegations, specify all contract Articles and Sections allegedly violated, and request all appropriate remedies. The Union may provide an appropriate grievance form.

Step 3. If a settlement satisfactory to the grievant(s), or Union, is not reached within the five (5) business days, the grievance shall be referred within five (5) additional business days by the grieving party by written certified letter to the local Federal Mediation and Conciliation Service office requesting the appointment of a mediator. Such letter shall be mailed by certified mail with a copy to the other party. The mediator shall call a hearing within ten (10) calendar days to be attended by the Employer and Union representatives. If resolution is reached at this step, it shall be reduced to writing by the parties.

Step 4. If a settlement satisfactory to the grievant(s) or Union is not reached at the mediator hearing, the grievance shall be referred within five (5) additional business days by the grieving party by written certified letter to the Federal Mediation and Conciliation Service, Washington, D.C., requesting a list of seven (7) arbitrators residing in the Pacific Northwest. Such letter shall be mailed with a copy to the other party. The outside arbitrator shall be selected from the list by the Employer and the Union alternately striking a name from the list until only one name remains. The arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the arbitrator shall be final and binding.

Section 3. The parties may agree upon a permanent outside arbitrator.

Section 4. The failure of either party to respond in a timely manner at any stage, or a non-response, shall justify advancement to the next stage. Settled or withdrawn grievances of the Union shall establish precedence. The failure of the grievant or Union to process the grievance in a timely manner shall settle the grievance on the basis of the last Employer response.

Section 5. The arbitrator shall have no authority to change, amend, modify, detract from, or add to the provisions of this Agreement, but shall have the authority only to apply clear and specific provisions of the Agreement in reaching a decision.

Section 6. The arbitrator's fee and expense shall be shared by the parties. The parties shall be responsible for their own other costs, reimbursements, witnesses, expenses, and fees.

Section 7. Time limits referred to in this Article shall be strictly adhered to but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

Section 8. There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until the said grievance procedure has been exhausted. However, notwithstanding any contrary provision of the Agreement, the Union may remove employees from any job(s) of the Employer who fails or refuses to pay the wages and fringe benefits or to meet the schedule of hours provided for and required by this Agreement or refuses to comply with a final and binding decision issued at any level of the grievance procedure.

Section 9. Unless otherwise agreed to, in writing, only single grievances may be presented to an arbitrator at any one time.

Section 10. Any back pay remedy ordered by an arbitrator shall be reduced by any interim earnings such employee had from other employment and/or earnings from unemployment compensation payments during the period the employee was off work prior to the arbitrator's reinstatement/back pay decision.

Section 11. The Employer shall have no obligation to arbitrate any grievance or dispute arising after the expiration date of this Agreement unless otherwise agreed to in writing by the parties.

Article 12

Check-Off of Administrative Dues

Section 1. Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the District Council/Local Union's By-Laws and to remit said amount to the Union in the following manner:

- (a) The District Council/Local Union will notify the Employer in writing of the amount of administrative dues specified in the By-Laws, and will submit to the Employer a copy of the By-Laws or the applicable By-Law provision.

- (b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
- (c) No later than the 20th day of each month, the Employer will remit to the District Council the entire amount of administrative dues owed for each employee for the month prior, together with a list of employees covered hereby, and the number of hours worked by each, during the applicable period.

Section 2. When the Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto and the By-Laws of that other Union contain a provision for administrative dues or business representative "assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other Union's By-Laws, and shall remit said amount to that other Union. In that event, the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement.

In performing the check-off, the procedure specified in Section 1. (a) to (c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative "assessment" specified in its By-Laws and to submit to the Employer a copy of the By-Laws with the applicable By-Law provision. When the Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto, and the By-Laws of that other Union contains no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1 above.

Section 3. The obligations of the Employer under Section 1 and Section 2 of this Article shall apply only to employees who have voluntarily signed a valid Dues Deduction Authorization Card.

Section 4. At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a Dues Deduction Authorization Card, the original is retained by the Employer with a copy sent to the Union. The form shall be supplied by the Union.

Section 5. No later than the 20th day of each month, the Employer will submit to the Union a list of all employees covered by the agreement who have not signed a Dues Deduction Authorization Card, together with the number of hours worked by each such employee during the previous month.

Section 6. Said District Council Dues shall be remitted monthly by the Employer to the appropriate Trust Office from which said funds shall be transmitted to said District Council #5. If the Trust Office cannot receive the District Council Dues, the Employer shall pay them directly to District Council #5.

Article 13 Wages

Section 1. Rates of Pay

Employees shall receive the rates of pay as outlined in “Schedule A”. The Union shall present a new “Schedule A”, inclusive of wage rates, contribution rates for health and welfare, pension, and dues checkoff amounts, each year by June 25th.

All wage classifications will increase by the percentages shown below. A 10 percent spread between each wage progression step shall apply for all Technician Classifications.

7/1/2022	7/1/2023	7/1/2024
0%	3%	4%

		TECHNICIANS			DRIVERS		
Eff 7/1/22		↙ +5% ↘		↙ +10% ↘			
Field Hours	Technician 1	Technician II	Lead Technician	Field Hours	CDL B Driver	CDL A Driver	
0-2080	\$ 21.00	\$ 22.05	\$ 23.10	0-500	\$ 22.32	\$ 26.78	
2081-4160	\$ 23.10	\$ 24.26	\$ 25.41	501 +	\$ 25.00	\$ 30.00	
4161-6240	\$ 25.40	\$ 26.67	\$ 27.94				
6241+	\$ 27.94	\$ 29.34	\$ 30.73				
Eff 7/1/23		↙ +5% ↘		↙ +10% ↘			
Field Hours	Technician 1	Technician II	Lead Technician	Field Hours	CDL B Driver	CDL A Driver	
0-2080	\$ 21.63	\$ 22.71	\$ 23.79	0-500	\$ 22.99	\$ 27.58	
2081-4160	\$ 23.79	\$ 24.98	\$ 26.17	501 +	\$ 25.75	\$ 30.90	
4161-6240	\$ 26.16	\$ 27.47	\$ 28.78				
6241+	\$ 28.78	\$ 30.22	\$ 31.66				
Eff 7/1/24		↙ +5% ↘		↙ +10% ↘			
Field Hours	Technician 1	Technician II	Lead Technician	Field Hours	CDL B Driver	CDL A Driver	
0-2080	\$ 22.50	\$ 23.62	\$ 24.74	0-500	\$ 23.91	\$ 28.69	
2081-4160	\$ 24.74	\$ 25.98	\$ 27.22	501 +	\$ 26.78	\$ 32.14	
4161-6240	\$ 27.21	\$ 28.57	\$ 29.93				
6241+	\$ 29.93	\$ 31.43	\$ 32.92				

The Employer can, at its own discretion, hire employees above the starting rate of pay in all classifications based on skills and experience. Such action shall not be subject to the provisions of Article 11. Grievance Procedure.

Employees are required to do any work necessary to perform the task that qualifications allow regardless of classification or hourly wage necessary to complete the project.

Section 2. De Minimis Time

All time worked is paid in 15-minute increments. If an employee works prior to or beyond their regular scheduled work hours, all time worked is compensable time. Employees should begin working no earlier than seven (7) minutes before their scheduled start time and stop working no later than seven (7) minutes after their scheduled end time. The seven (7) minute window prior to and immediately following the employees scheduled start and end time is considered de minimis and is not compensable. Any time worked beyond seven (7) minutes is compensable and should be rounded up to the nearest quarter hour.

Section 3. Overtime

The first eight (8) hours will be paid at straight time. All hours over eight (8) per weekday, hours worked on weekends (0001 Saturday to 2400 Sunday), or over 40 hours per week will be paid at time and one-half (1-1/2) their regular rate of pay. Shifts beginning on Sunday and ending on Monday will also be paid at time and one-half (1-1/2). The provisions of this Article are not intended and shall not be construed as preventing overtime work on any day of the week. When overtime is offered, employees who regularly perform such work operations during the regular work hours will be given first preference for such overtime work. Notwithstanding any other agreements to the contrary, no provision of this Agreement shall be construed as a guarantee of any number of hours of work per day or days of work per week. In the event an employee regularly performing the work declines to perform scheduled overtime, overtime shall be offered to the employee determined by the Employer to be best suited to perform the work in question.

Section 4. Lead Technician

The Employer may appoint a Lead Technician based on the skills, qualifications, and experience deemed necessary by the Employer. Selection of the Lead Technician will be at the discretion of management. The Lead Technician shall be a bargaining unit union member with all applicable benefits and will be paid a 10% premium above the Technician I classification for all hours worked or paid. Lead Technicians shall be considered crew leaders and have the authority to direct the crew but cannot hire, fire, or discipline employees. There shall be a Lead Technician, Lead Driver, Supervisor and/or Project Manager when the crew size exceeds 10 employees and/or as otherwise directed by management.

Section 5. Lead Driver

The Employer may appoint a Class A CDL Driver to a Lead Driver position based on the skills, qualifications, and experience deemed necessary by the Employer. Selection of the Lead Driver will be at the discretion of management. The Lead Driver shall be a bargaining unit union member with all applicable benefits and will earn three dollars (\$3.00) per hour over the established current CDL Driver rate for all hours worked or paid. A Lead Driver has the authority to direct a crew, but cannot hire, fire or discipline employees. There shall be a Lead Technician, Lead Driver, Supervisor and/or Project Manager when the crew size exceeds 10 employees and/or as otherwise directed by management.

Section 6. CDL Driver Incentives

In addition to the standard hourly rates of pay as listed in “Appendix A”, CDL Drivers will be paid the following amounts per hour for possessing endorsements listed below and on-the-job (OTJ) experience. Every month the employee has been employed as a CDL driver and actively using a CDL, whether consecutively or intermittently, will be considered toward OTJ experience.

Standard Transmission Endorsement	\$ 0.50
Tanker Endorsement	\$ 0.50
Hazmat Endorsement	\$ 1.25
12-24 months OTJ/industry experience	\$ 0.50
24+ months OTJ/Industry experience	\$ 0.50

Section 7. Premium Pay – Biological Waste

Premium pay for working with biological waste will be paid an additional two dollars (\$2.00) per hour for every hour worked with these items. This premium will be paid at time and a half (1-1/2) when an employee is working overtime.

Section 8. Boom Boat Operator Pay

Any employee designated by the Employer to work as a Boom Boat Operator (non-USCG licensed vessel operator) will earn an additional two dollars (\$2.00) per hour for every hour worked in this capacity.

Section 9. Show Up Time

If an employee is scheduled to work, shows up on time as scheduled, and is not assigned work, the Employer shall pay two (2) hours of straight time pay during weekdays and two (2) hours at time and a half (1-1/2) on weekends. Employee’s eligible for holiday pay will be paid two (2) hours pay at two and one-half (2-1/2) times their regular rate of pay.

Section 10. Minimum Pay

On Mondays through Fridays, if an employee works eight (8) hours in a day, goes home, and is called back to another job task, the Employee will receive a minimum of four (4) hours pay at the overtime rate. On weekends, employees are guaranteed a minimum of four (4) hours pay at time and a half (1-1/2) their regular rate of pay. Employee’s eligible for holiday pay are guaranteed a minimum of four (4) hours pay at two and one half (2-1/2) times their regular rate of pay.

Section 11. Pyramiding of Rates

Whenever two (2) or more overtime or premium rates may appear applicable to the same hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rate, and only the higher of the applicable rates shall apply.

Section 12. Drug and Alcohol Testing

The employee will be paid their hourly rate with Trust contributions as hours worked for the following time spent testing for Computer Generated (random), Post Accident, Reasonable Suspicion and job site specific testing required by the Employer or Contractors, provided a negative test result is obtained. Employees will not be compensated for Return-To-Duty or Follow-Up tests, nor for Refusals to Test. If an employee is released for testing, they will be paid their hourly rate for time spent, not to exceed three (3) hours, with Trust contributions.

Section 13. Payday

- (a) Employees shall be paid bi-weekly on a designated day during working hours via direct deposit or pay card. Pay cards may be used at any Visa/MasterCard branded bank or in-network ATM with no fee. Employees who resign, are discharged or laid-off will be paid in full at the next regularly scheduled pay period.
- (b) If management or payroll changes a timesheet that results in a reduction in wages, the employee will be notified. If errors or changes result in an underpayment or overpayment, the adjustment will be reflected on the next paycheck. If underpayment exceeds one (1) day's pay, the employee will receive payment by the next business day.
- (c) All employees will be given a statement of gross earnings and any deductions made. Such statements shall show the Employer's name, employee's name, hourly rate of pay, hours paid, all deductions made, and the net amount due the employee. Wage payments shall conform to all applicable Federal and State Laws.

Article 14
Leave Benefits

Section 1. Vacation

Once an employee works 1000 hours from their hire date in a classification covered by this Agreement, he/she will be granted 40 hours of vacation. Thereafter, the employee will accrue eight (8) hours vacation for every 200 hours worked. After five (5) completed years of service, an employee will accrue 10 hours of vacation for every 200 hours worked. After 10 completed years of service, an employee will accrue 12 hours vacation for every 200 hours worked. Vacation can be accrued to a maximum of 240 hours.

Vacations must be requested by completing a Vacation Request Form at least five (5) days in advance and be approved by the Employer. Any request with less than five (5) days' notice may be approved at the discretion of management. Unless otherwise approved by the Employer, a maximum of two (2)

Technicians and two (2) CDL Drivers will be approved for vacation at any given time subject to staffing needs and qualifications. Vacation will be paid at the employee's regular rate of pay.

An employee may cash out accrued vacation one (1) time per calendar year. A form supplied by the Employer shall be completed before payment will be made. Each employee who has completed a minimum of 12 months of service and terminates his employment for reasons other than just cause shall receive any unused, accrued vacation in their final paycheck.

Section 2. Sick Leave

Paid sick leave hours will accrue and be eligible for use to allow employees to care for their health and the health of their family members.

Employees accrue paid sick leave at a rate of 1.6 hours for every 40 hours worked to a maximum of 240 hours. "Hours worked" is defined as regular hours worked and overtime hours worked. Paid sick leave hours are not considered "hours worked" and will not count towards calculating overtime.

(a) Eligibility to Use Accrued Paid Sick Leave

- Employees are eligible to use accrued paid sick leave 90 days after their hire date.
- Sick leave hours must be used in increments of no less than 15 minutes.
- Paid sick leave hours will be compensated at an employee's current regular rate of straight pay.
- Borrowing against future sick leave accrual will not be allowed.
- Gifting of accrued sick leave hours to another employee will not be allowed.

(b) Authorized Use of Paid Sick Leave

- An employee's mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental, or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons (weather conditions does not count as authorized);
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and the need for leave is in accordance with the law.

(c) "Family member" is defined as a child or parent of the employee (including biological, adopted, foster, step, legal guardian or person who stood in loco parentis), legal spouse, registered domestic partner, legal spouse or registered domestic partners parent (including biological, adoptive, foster, step, legal guardian or person who stood in loco parentis), grandparent, grandchild, or sibling.

Any employee wanting to use paid sick leave must notify the Operations Manager, General Manager, or Dispatch as soon as possible, and no less than one (1) hour prior to their scheduled start time. In the event of an emergency, notification should occur as soon as practicable. Any sick leave use that exceeds three (3) consecutive days and/or leave under the Federal Family and Medical Leave Act (FMLA) or other protected law must be verified that the use is for an authorized purpose (i.e., certified illness by a physician, notice from public official of school closure). The requirement of authorization may be waived at Management's

discretion. If an employee uses paid sick leave for an unauthorized purpose, the employer has the right to withhold payment for the paid sick leave use.

Accrued, unused sick leave will not be paid out at the time of separation. Paid sick leave cannot extend the separation date for an employee. If an employee is terminated or leaves their job for any reason and is rehired within 12 months of separation, previously accrued/unused sick leave balances will be reinstated and available for use upon rehire.

Section 3. Holidays

Holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, Christmas Eve and Christmas Day. No work shall be performed on Christmas Day except to preserve life or property. In such case, management will advise the Local Union Representative.

- (a) If an employee was available for work or worked the job prior to the holiday, then holiday pay will be paid at job rate.
- (b) If a holiday falls on a Saturday, then Friday will be observed. If a holiday falls on a Sunday, then Monday will be observed.
- (c) Two and one-half (2-1/2) times the hourly rate will be paid when work is performed on a holiday, provided the employee is eligible to receive holiday pay.
- (d) No more than two and one-half (2-1/2) times the hourly rate will be paid for all holiday pay.

Article 15 Documents, Credentials and Licenses

Section 1. Transportation Worker Identification Credential (TWIC)

As a condition of continuing employment, all employees covered by this agreement must maintain a valid TWIC. Employees new to the industry must make application for a TWIC within 15 days from date of hire. The Employer agrees to provide reimbursement for an initial TWIC card after 500 hours worked with the Employer upon receipt of proof of purchase. The Employer will pay the cost for TWIC card renewals. Employees are responsible for replacement costs of lost, stolen, and damaged/destroyed cards. Any employee covered by this agreement who fails to obtain and maintain a TWIC shall be ineligible to perform work for the Employer and be subject to discharge.

Section 2. Driver's License

Employees covered by this agreement shall provide the Employer a copy of their driver's license. Any change to the status of the employee's driver's license must be communicated to Human Resources immediately. With the exception of Commercial Driver's License (CDL) Drivers, possession of the valid driver's license is not a condition of employment under this Agreement; however, it may be a condition of some assignments.

Section 3. Department of Transportation (D.O.T.) Physicals

All employees covered under this contract are required to submit to pre-employment, baseline physical examinations as well as annual physical examinations for the purpose of determining their ability to safely perform their respective job responsibilities. These examinations include the following: D.O.T. physical examination (to be issued a D.O.T. Medical Examiner Certificate), Functional Capacity Assessment, Respirator Clearance, Respirator Fit, Audiogram, and all necessary exams covered under an OSHA Spill Responder exam. The parties agree that in the event applicable regulations are changed concerning required examinations, the parties will meet to amend the agreement to ensure compliance.

Physicals shall be performed by a medical provider of the Employer's choice. The Employer will pay for the cost of all baseline and annual examinations. The results of such examinations will be made available to both the Employer and the Employee. Should the medical provider require the Employee to undergo additional exams beyond the baseline and annual examinations to be medically cleared to perform the essential functions of the position, with or without reasonable accommodation, such exams shall be at the Employee's expense. It is understood that Employee's not medically cleared may be restricted from working on specific job assignments.

Employees will be paid two (2) hours at the straight time hourly rate for completing annual examinations.

Article 16

Trust Agreements

Section 1. Trust Agreements

The established Employees Painters Trust Agreement for Health and Welfare and the Oregon and Southwest Washington Painters Pension Trust Agreement are hereby made a part hereof, and all signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

Trust Agreements (Health and Welfare and Pension) can be amended by a majority of the Trustees of the Trust voting to do so at a special or regular meeting of the Trust. However, before said Trust Agreement can be amended or changed, the Trustees must give the parties to the Collective Bargaining Agreement at least 30 days written notice of their intent to change so that signatories may submit comments.

Trustees to the aforementioned Trusts shall serve a four (4)-year term unless removed by their appointing body. The appointing bodies shall appoint said Trustees so the terms shall be staggered.

Section 2. Trust Contributions

The Employer shall pay to the Trust such amounts as are now, or may hereafter, be agreed to in the collective bargaining agreement between the parties to such agreement, and such contributions shall be made in accordance with collective bargaining agreements between the parties to such agreement, and such contributions shall be made in accordance with collective bargaining agreements, the Trust Agreements and such regulation of the Trustees as are not inconsistent therewith, for all covered persons. Contributions shall be due and payable on the 20th day of each month for the monthly payroll period immediately preceding and each monthly payment shall

include contributions for all payroll periods, which ended during the preceding month. Such contributions shall be made at the office of the Administrator of the Trust. If payments of contributions are not made, or if the forms or reports required by the Board of Trustees are not received by the administrator of the Trust by the 20th day of the month, the Employer shall be deemed delinquent. Payments shall be deemed made upon receipt of wire/ACH deposit prior to midnight of the 20th day of the month.

If the Employer fails to make contributions to the mentioned Trust Fund in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement. The Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 3. Trustees and Committee Person

It is hereby agreed to by all parties to this Agreement that no Employer not signatory to an Agreement with District Council shall be able to serve as a Trustee or committee person to the Trust or committee.

Article 17 Health and Welfare

Section 1. Medical, Dental and Vision Plan

The Employer signatory to this Agreement shall pay to the Employees Painters Trust per "Schedule A" for each hour worked by each employee covered by this Agreement.

The established security plan provided by the Employee Painters Trust and Employer contributions per "Schedule A" are hereby made a part hereof and all signatories to this Agreement are bound by the terms of said Trust Agreement, which are incorporated herein by reference as though fully set forth herein.

For probationary employees with less than 300 hours, Health and Welfare will be paid to the Trust on the Employee's behalf beginning on the employee's first day of employment. Employees shall be eligible for the medical, dental and vision plan the first day of the second calendar month following the calendar month in which 300 hours worked is accumulated.

Section 2. Contributions

The Employer shall contribute an additional \$0.34 per hour July 1, 2022, and \$0.10 per hour each year thereafter to the Health and Welfare Trust each July 1 during the term of this Agreement. Should the Health and Welfare Trustees deem the full contribution is not necessary, any unused amount will be added to the pension. If the full contribution is not sufficient to cover the annual Health and Welfare increase, the Employee will have the additional amount deducted from their paycheck.

Article 18

Pension

Each Employer covered by this Agreement shall pay to the Oregon and Southwest Washington Painters Pension Trust the amount listed in "Schedule A" per hour for all employees covered under this Agreement for each hour worked by each employee. At any time during the term of this Agreement, the employees may, by a majority vote, divert wages to the Pension.

The Employer shall contribute \$.37 to the Pension Trust during the term of this Agreement. This is inclusive of the current additional \$.12 contribution to the Pension Trust normally paid each July 1.

Article 19

Subcontracting

Unless mutually agreed in writing by the parties subject to this Agreement, the Employer shall not contract out or subcontract any work covered by this Agreement to any subcontractor, other person, firm or corporation unless that subcontractor or other person is a party to a Collective Bargaining Agreement with the District Council and/or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-C10. The Employer agrees to not subcontract work if regular employees are available to perform the work. All requests shall automatically be approved by the Union if made prior to the commencement of work.

It shall be the right of the District Council or the local unions to be notified by the Employer of information regarding each job performed on or before the starting date as follows:

1. Location of work
2. Nature of work
3. Approximate starting and completion dates
4. Names of individuals performing the work

In the event the Employer subcontracts any job site or shop work covered by this Agreement, the Employer shall be a guarantor of performance by the subcontractor of all terms and conditions of said subcontractor's Agreement with the Union, or in the absence of such an Agreement, of all terms and conditions of this Agreement. In that event, the Employer shall be liable to the Union for any act or omission of the subcontractor which in any way departs from or is inconsistent with the terms of such an Agreement, with the terms and conditions of this Agreement.

Article 20

Joint Venture

In the event the Employer becomes a party to a joint venture and all parties to the joint venture are Employer signatories to this Agreement and the Employer has substantial control and management of the joint venture, the terms of this Agreement will apply to such joint venture. In the event all parties to the venture

are not signatories to this Agreement and the Employer does not have substantial control and management of the joint venture, the Employer will make every reasonable effort to have the terms of this Agreement made applicable to such venture. If the Employer is unable to do so, the Employer will so notify the Union.

Article 21

Health and Safety

Section 1. Health and Safety Policy and Philosophy Statements

The Employer shall commit itself to protecting the health and safety of its Employees, and other personnel affected by its operations by complying with all applicable State and Federal Health and Safety Laws, by maintaining and abiding by its Health and Safety Policy Statement (“Attachment A”) and by managing its operations and personnel consistent with the Employer Health and Safety Philosophy Statement (“Attachment A”), in a partnership with employees to achieve and sustain a zero accident tolerance through continuous improvement practices.

Section 2. Personal Protective Equipment

The Employee shall comply with the Employer’s Personal Protective Equipment Procedure and wear and use all safety equipment provided or required (i.e., steel-toed safety shoes and uniforms) by the Employer. Employees will be required to maintain and keep all safety equipment in satisfactory condition. All safety equipment provided by the Employer shall be returned to the Employer upon termination of employment.

The Employer will reimburse each employee up to \$200.00 per year for the purchase of protective-toed safety footwear (ASTMF 2412-2005 or ANSI Z41-1991). The Employer agrees to provide reimbursement for the initial purchase of protective-toed safety footwear after 500 hours worked upon receipt of proof of purchase and proof of compliance. Each year thereafter, the employee shall submit an Expense Report with a receipt and proof of compliance for the footwear prior to receiving payment.

Section 3. Target Zero

Every employee is expected to maintain work habits that are required by the partnership to achieve Target Zero accident tolerance and be in compliance with the Company’s Health and Safety Policy and Philosophy Statements.

Section 4. Stop Work Authority

It is the Employer’s responsibility to provide a safe and healthy workplace free from recognized hazards. Every employee is expected to satisfy himself that safe work conditions exist before requesting or performing any services. If the employee is not satisfied, he should immediately notify his supervisor/manager. No employee shall be required to perform work the employee considers unsafe or unhealthy. Every employee has the authority and expectation to exercise Stop Work Authority.

Section 5. Safety Committee

A Safety Committee shall consist of equal numbers of Management and Employees, with a minimum of three (3) from each unit. It is understood that the Employer shall provide all training required by applicable State and Federal laws.

The Committee members shall determine the frequency and length of the meetings, but such Committee shall meet as often as necessary, but no less often than quarterly, for the purpose of considering, inspecting, investigating, and reviewing health and safety conditions and practices for the work areas. The Committee shall make constructive recommendations including, but not limited to, the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices, and to improve health and safety practices.

All matters considered by the Committee shall be documented in writing with minutes of all meetings recorded and maintained for at least one (1) year. Copies shall be made available to all employees and the Union upon request.

Time spent in connection with the work of the Committee by Union members, including walk around time spent performing inspections or investigations, shall be considered and compensated for as their regularly assigned work, at straight time hourly rates, provided a management representative is either present or afforded an opportunity to be present.

Section 6. Job Hazard Assessment Meetings

The Employer shall ensure that Job Hazard Assessments are conducted daily at all job sites. These Job Hazard Assessment meetings shall discuss topics including, but not limited to, incident reporting, safety concerns, procedures, hazard assessments, etc. The meetings may include other topics with the understanding that the primary purpose of the meeting and information exchange is to protect the health and safety of all employees.

**Article 22
Training**

The Employer requires all Technicians and CDL Drivers to successfully complete Hazardous Communication (HAZCOM), Personal Protective Equipment (PPE), and Drug and Alcohol training prior to performing any work activities. The Employer further requires all Technicians and CDL Drivers to successfully complete initial and recurrent training requirements to include Confined Space Entry/Rescue, Respirator/Fit, Manlift Operator, and 40-hour HAZWOPER.

All required training will be treated as hours worked at straight time hourly rates and will be scheduled and paid for by the Employer. The employee will not be held back in advancement in wage classification if the Employer is unable to provide the required training; however, valid training and/or certifications may be a condition of some assignments. CDL Drivers and Technicians shall be trained on any equipment necessary to perform their work.

Article 23

Job Notice

The Employer will give a list of jobs in progress to the Union upon request.

Article 24

Layoffs

In the event a layoff becomes necessary, the Employer has the right to select the remaining employees based on the employees' skills, qualifications, and the ability to perform the remaining work efficiently.

Article 25

General Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained 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 invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the affected parties agree to confer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within 60 days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

Article 26

Preservation of Work Clause

To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

All charges of violations of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of the Article, the Joint Trade Board or Arbitrator

shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board (NLRB) channels.

If, after an Employer has violated this Article, the Union and/or the Trustee of one or more joint Trust Funds to which this agreement requires contributions can institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

Article 27 Out of Area Clause

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages.

This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

Article 28 Duration Clause

This Agreement shall be in full force and effect from July 1, 2022, to and including June 30, 2025, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than 60, and no more than 90 days prior to June 30, 2025.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than 60, and no more than 90 days, prior to June 30, 2025, or June 30, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

This Agreement may become null and void at any time the Employer is not signatory to the Collective Bargaining Agreement of the Painters District Council and/or Local Union having jurisdiction where the Signatory Employer's principal place of business is located.

Article 29 Working Rules

Rules cannot be listed to cover every situation. Conduct not specifically mentioned in Group I or Group II rules as follows may be subject to discipline according to the standards of the most equivalent type listed. Aggravating or mitigating circumstances such as an employee's past record, length of service with the Employer and any other facts may be considered when imposing discipline.

GROUP I RULES

1. Employees must be available and report for work as scheduled. Unexpected absences must be reported prior to the start of the employee's shift in the following order: Dispatch, Operations Manager or General Manager prior to the start of the employee's shift. Tardiness and unexcused absences shall not be tolerated.
2. Employees must comply with any medical restrictions as directed by the Company healthcare provider.
3. Solicitation by an employee of another employee is prohibited while either person is working.
4. No loitering on Employer premises without authorization.
5. Personal business shall not be conducted during work hours.
6. Use of personal electronic devices for non-work-related purposes shall be limited to breaks and lunches.
7. Posting, altering, or removing any material on bulletin boards on Employer property without authorization is prohibited.
8. Employees shall provide the Employer with a copy of their driver's license. Any change in driver's license status must be communicated to the Employer immediately (i.e., revocation, suspension, expiration, etc.).
9. Industrial injuries will be reported immediately to management at the time of occurrence regardless of seriousness. In addition, any change in physical condition whether occurring on or off the job, which may affect the employee's ability to properly and safely perform his/her duties, shall be promptly reported to the Employer.

10. Speech or behavior tending to aggravate, intimidate or interfere with personnel shall not be allowed.
11. Employees shall conduct themselves in an appropriate and professional manner at all times when dealing with customers, coworkers or vendors, while on Employer or customer premises, and while operating or in the custody of an Employer vehicle or vessel.
12. Smoking is permitted only in designated areas.
13. Leaving work areas shall be approved by supervision. Prompt return to these stations after breaks is required.
14. Insubordination, including a refusal to obey a reasonable order or directive of a Lead, supervisor, or management personnel will not be tolerated.
15. Employees shall use only equipment assigned to them and shall follow job instructions, verbal or written.
16. Misuse, waste or destruction of Employer or another employee's property is prohibited.
17. Violations of quality, health, safety, security, and environment (QHSSE) laws, regulations, and Employer policies and procedures is strictly prohibited. This includes the failure to wear personal protective equipment (PPE) or engaging in any conduct which tends to create a safety hazard, such as horseplay.

PENALTIES FOR VIOLATION OF GROUP I RULES

First Offense – Written Warning

Second Offense – Final Written Warning

Third Offense – Termination

GROUP II RULES

1. Willful, flagrant, or repeated violations of quality, health, safety, security, and environment (QHSSE) laws, regulations, and Employer policies and procedures is strictly prohibited.
2. Threats and acts of violence against individuals, groups, or employees, or threats against Employer property, including partner violence that may occur on Employer property are prohibited. This may include threats and verbal abuse to physical assaults and homicide and can occur in an Employer workplace, while using Employer resources, at an Employer work location, or while an individual is engaged in Employer business.
3. False or malicious statements concerning any employee, the Employer or its products.
4. Employees shall not possess or use drugs or intoxicants on Employer property, or report to work under the influence of drugs or intoxicants pursuant to Tidewater's Drug and Alcohol Policy.

5. Possession of weapons or explosives on Employer property, including weapons transported in Employer Vehicles or an employee's personal vehicle is prohibited. Weapons include any object, instrument, or chemical which is designed in such a manner to inflict harm or injury to another person or used (or may be used) in a manner threatening harm or injury to another person.
6. Stealing is not permitted.
7. Gross, reckless, or intentional misconduct which creates a significant risk of or results in personal injury or damage, destruction or loss of Employer property, material, cargo or equipment or the property of another.
8. No unlawful or improper conduct off Employer premises, during work hours or while on assignment, which affects the employee's relationship to his or her job, fellow employees, management, or the Employer's products, property, reputation, or goodwill in the community shall be tolerated.
9. Falsifying any reports or records, including personnel, absence, sickness, injury, or production records, is not permitted.
10. Employees may not remove any Employer property, records, or other materials from the premises without proper authorization.
11. Driving a vehicle of another employee while on paid time or an Employer vehicle without a valid driver's license or a suspended, revoked or expired driver's license is not permitted.
12. Disclosure of information that could be deemed harmful to the Employer, its competitive position or reputation is prohibited.
13. Failure to return to work following a disciplinary suspension, expiration of an approved leave of absence, or failure to report to work for three consecutive business days without notifying the Company of the absence.

PENALTIES FOR VIOLATION OF GROUP II RULES

First Offense – Cause for immediate termination of employment without warning provided the member has been provided remedies agreed to by both parties under Article 11. Grievance Procedure.

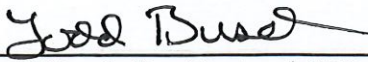
IN WITNESS WHEREOF the parties hereto have set their hands and seals, this 18 day of 10 2022, (date of signing), to be effective as of July 1, 2022, except to those provisions where it has been otherwise agreed between the parties.

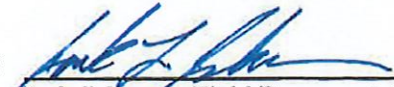
EMPLOYER:

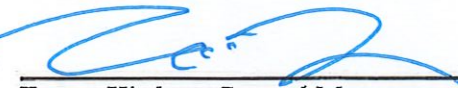
UNION:

TIDEWATER HOLDINGS, INC.

I.U.P.A.T. DISTRICT COUNCIL #5

By: 
Todd Busch, President and CEO

By: 
Jack Johnson, Field Representative

By: 
Trevor Kitchen, General Manager
Tidewater Environmental Services, Inc.

ATTACHMENT A
EMPLOYER HEALTH AND SAFETY STATEMENTS

Tidewater Companies

Health and Safety Policy Statement

The Tidewater family of companies is committed to protecting the health and safety of all those who might be affected by our operations, including employees, customers, vendors, contractors, guests, and those who live in the communities in which we operate. Wherever we operate, we will conduct our business in a manner that demonstrates this commitment while we meet customer needs, pursue new business opportunities, provide financial returns to our shareholders and job security to our employees. We will not be satisfied until we succeed in eliminating all injuries, occupational illnesses, and unsafe practices from our operations.

To meet this commitment to health and safety, the Tidewater Companies will:

1. Integrate health and safety protection into every aspect of our business.
2. Comply with all health and safety regulations, meeting both the letter and intent of the law.
3. Provide facilities and equipment that meet appropriate standards for health and safety.
4. Protect personnel, facilities, and equipment from hostile acts with appropriate security systems and procedures.
5. Provide the resources necessary for each person to perform his/her work safely, including appropriate procedures, training, equipment, tools, and manpower.
6. Manage all operations and activities in a manner that sets personnel health and safety as a high priority, equal to profitability, and that ensures identified risks and hazards are mitigated through appropriate and timely corrective actions.
7. Maintain open communications with employees, and other appropriate personnel, to promote our strong commitment to personnel health and safety, to allow valuable input into the safety management process, and to support a culture of continuous improvement.
8. Ensure compliance with this policy by measuring, auditing, and reporting health and safety performance in all departments.

Tidewater Companies

Health and Safety Philosophy Statement

Every aspect of Tidewater's safety program is based on the safety philosophy statements presented below. The success of the Tidewater Companies in managing personnel health and safety will be a reflection of all personnel maintaining this common philosophy.

1. All injuries and occupational illnesses are preventable.
2. Every person in the Employer, from the President to first-line supervisors, operators, mechanics, and clerks, is responsible and accountable for preventing injuries to themselves and their coworkers.
3. Safety must be integrated as a core business and personal value, with each affected person understanding the value of not just their own safety, but the safety of those they work with as well.
4. Safety is a condition of employment for all personnel.
5. All operating exposures that could result in injuries or illnesses can be controlled.
6. Audits must be performed in the workplace to assess safety program success.
7. Whenever a safety deficiency is found – either by an audit or investigation or during the normal course of work – prompt action must be taken to correct the deficiency and reinforce the priority of safety.
8. Safety is not only a part of every person's job, but also a part of every person's life. Off-the-job safety is important as well.
9. Employees must be trained and motivated to work safely. The combined energy of the entire organization is necessary to continuously improve and excel in safety performance.
10. Safety is good business, creating competitive advantage, and is expected by our customers.

The success of our safety program depends upon everyone taking personal ownership of both our Health and Safety Policy and Philosophy Statements. It is only through integrating these key elements into our own daily activities, in a way that offers true commitment and support for the process, that successful safety performance can be assured.