

**SHOP WORK AGREEMENT**

**between**

**INTERNATIONAL UNION OF PAINTERS  
& ALLIED TRADES, D. C. #5**

**and**

**THOMPSON METAL FAB, INC.**

**October 1, 2021 to September 30, 2024**

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This Agreement is between the International Union of Painters & Allied Trades, D. C. #5, listed herein (the Union) and Thompson Metal Fab, Inc., listed herein (the Employer).

## 1. **RECOGNITION**

The Employer recognizes the International Union of Painters & Allied Trades, D. C. #5 as the sole bargaining agent for the employees classified herein.

## 2. **SCOPE AND MODIFICATIONS**

This Agreement contains all the conditions agreed upon and effective between the parties and supersedes all previous agreements, collectively or individually, between the parties. No agent or representative of either party has the authority to alter or modify it. No modification shall be made except by mutual consent of the parties in writing. Should any provision or part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions and they shall remain in full force and effect.

## 3. **DURATION OF AGREEMENT**

3.1 This Agreement shall become effective as of October 1, 2021 and shall remain in effect to and including September 30, 2024, and shall continue in full force and effect from year to year thereafter, unless written notice of a desire to change, modify or terminate the Agreement is served by either party upon the other party at least sixty (60) days prior to the date of expiration.

3.2 The parties may agree, by mutual consent, to modify this Agreement on a customer or project basis to retain bargaining unit work.

3.3 At least one joint meeting between the parties under the auspices of the Federal Mediation and Conciliation Service (FMCS) shall be held prior to strike action in any form by the Union or lockout action in any form by the Employer during any period of renegotiation of this Agreement.

## 4. **UNION REPRESENTATIVES**

4.1 Authorized Business Representatives shall have access to jobs where members of the bargaining unit are at work, it being understood that such Representatives shall first make their presence known to the Management and they shall not unnecessarily interfere with the employees or cause them to neglect their work.

4.2 A Shop Steward who may be designated to represent the Union when two or more members are employed on a given shift, shall have at least one year's service with the Employer and perform their duties as Stewards in such a way as to cause the least interference with their duties as employees. The Employer recognizes that, where feasible, the persons so designated as Stewards shall remain on the job as long as there is work available. In no event shall the Employer discriminate against a Steward or lay him/her off or discharge them on account of the proper performance of their duties; and likewise no Stewards shall call or cause a work stoppage.

4.3 Not more than one (1) Steward will be appointed per shift.

## 5. **HIRING**

5.1 All employees covered by this Agreement on its effective date or subsequently hired hereunder shall, after the 30<sup>th</sup> day following the beginning of their employment or the effective date of this Agreement, whichever is the later, become and remain members in good standing of the Union as a condition of continued employment. "Good standing" as used herein shall mean that the employee has tendered such administrative processing fee and dues as may lawfully be required by the Union as a condition of acquiring or maintaining membership.

5.2 The Employer shall terminate any employee when the Union, through its Business Representative, serves written notice that such employee has not complied with the foregoing provisions and is not in good standing with the Union. Such notice will be sent simultaneously to the employee and the Employer. The employee will be given seven (7) days in which to make good his/her arrearages, and to present evidence to the Employer of having done so. Failing to do so, the employee will be discharged.

5.3 Each employee covered by this Agreement shall apply for membership in the Union after thirty (30) days from the date he/she begins work and the employer agrees to notify new applicants for employment, and former employees returning to employment, of this Agreement.

5.4 When the Employer calls the Union for workers, the Union agrees to refer experienced, competent workers satisfactory to the Employer in the classification(s) specified. If the Union breaches this provision of the Collective Bargaining Agreement and the Employer hires an employee from other sources, such individual shall not be covered under any term or condition of this Agreement until the first of the month following thirty (30) days of employment. The Employer has the prerogative to require a pre-employment physical examination of any person dispatched by the Union from the Hall, with the right to reject any person who does not pass the exam.

The Employer may refuse to employ any applicant and may discharge any employee for any nondiscriminatory cause deemed, in the sole and exclusive judgment of the Employer, to be sufficient. These decisions are subject to the grievance and arbitration provisions of this agreement.

If an employee has been terminated for reasons deemed sufficient to the Employer, such employee may seek re-evaluation by the Employer after the expiration of one year from the date of termination.

5.5 All employees working under this Agreement will pay directly to the Union the monthly District Council working dues as referred to in the District Council Bylaws: "currently is 1.8% of gross income". As an option: The Employer agrees to deduct from the wage of each employee who completes a standard form furnished by the Union, his Union dues from his pay. The Employer shall remit the dues to the Financial Secretary of the Union.

The union and the employee agree to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of this dues deduction.

5.6 To facilitate check off of dues, the Union will provide the Employer with notice of any change in the amount of monthly dues at least fifteen (15) days prior to their effective date. The Employer shall not be required to place such change into effect until it has had at least 30 days' notice.

**6. REPORTING PAY**

6.1 Employees who report for work at the time they are instructed by the Employer to report on any day, including Saturdays, Sundays and holidays, shall receive not less than four (4) hours straight time work or pay. Any employee called back to work after leaving the Employer's premises shall be given not less than two (2) hours' work or two (2) hours' pay, based on an overtime rate of time and one-half (1 ½).

6.2 The above payment shall not be made if the employee quits, voluntarily leaves work, or is laid off by reason of bad weather, breakdown of machinery or any other condition beyond the direct control of the Employer, in which event he shall be paid for actual time worked.

**7. HOURS OF WORK**

7.1 Unless otherwise mutually agreed, the workweek shall begin on Monday and the workday shall consist of a 24-hour period beginning with the starting hour of the day shift. The day shift shall begin at 6:30 a.m., excepting that such starting time may be earlier by agreement between the Employer and the Union but in no event earlier than 6:00 a.m.\* Shift work shall be permitted in all classifications without restriction on the following basis:

\*May be as early as 4:30 a.m., if approved by the Union, the Employer and a majority of vote of the employees.

The following provisions apply at times when the Employer maintains more than one (1) shift:

Shift	Time	Pay for Full Shift	Differential
First or Regular Daylight	Eight & one-half (8 ½) hour period less 30 minutes for meals on employee's time	Sum equivalent to eight (8) times the regular hourly rate	
Second	Eight and one-half (8 ½) hour period less 30 minutes for meals on the employee's time.	Sum equivalent to eight (8) times the regular hourly day rate	\$ .85 per hour for second shift
Third	Eight (8) hours less 30 minutes for meals on the employer's time.	Sum equivalent to eight (8) times the regular hourly day rate	\$ .65 per hour for third shift

7.2 For work on any shift less than the full shift period, pay shall be the corresponding proportionate part of the pay for the full shift period, provided such amount is not less than the minimum prescribed in Section 6.

7.3 An employee reassigned from one regular shift to another regular shift will be granted an intervening period of not less than eight (8) hours rest before resuming work.

7.4 If an employee works during his regularly scheduled (30 minute) lunch period, such employee shall receive pay at the rate of time and one-half (1-1/2) therefore, shall eat on his own time, providing such employee works eight (8) hours that day.

7.5 Whenever feasible, based on production requirements at the time, no second or third shift will be scheduled to work on Christmas Eve (and there will be no pay for the time off).

## 8. OVERTIME PAY

8.1 Overtime pay at the rate of time and one-half will be paid as follows:

A. After eight (8) hours worked by an employee on a given workday, or

B. After forty (40) hours worked by an employee in a given workweek, or

C. For work performed by an employee on the sixth consecutive day worked by the employee in the workweek. Time lost from work by an employee due to plant shutdown or layoff, absence due to illness or injury for which the employee supplies an authorization signed by a licensed physician, or an absence for which the employee earlier obtained Employer authorization, will not act to disqualify an employee from receiving overtime pay (1 1/2) for work performed by him/her on the sixth (6<sup>th</sup>) day in the workweek. Time lost from work by the employee for any other reason in a given workweek will disqualify him/her from receiving overtime pay for work performed by him/her on the sixth day in the workweek except that overtime at the rate of time and one-half will be paid for work in excess of forty (40) hours in the week. (An employee whose regular shift commences on Friday and ends on Saturday will complete such shift on Saturday morning at the employee's applicable rate for the preceding Friday.)

8.2 All work done by an employee on Sunday shall be paid for at double such employee's current regular straight time hourly rate.

8.3 Except in event of emergency, the Employer will give employees twenty-four (24) hours advance notice of Saturday or Sunday work.

8.4 Except as limited by 6.1 and 7.3 above, nothing in this Agreement will be construed as either a guarantee of or a limitation on the number of hours of work per day or days of work per week to be assigned by the Employer to any employee(s). Employees will perform overtime work as assigned. The Employer will excuse an employee from performance of assigned overtime work upon presentation by the employee of a reasonable and legitimate reason for requesting to be excused.

## 9. HOLIDAYS

9.1 The following days will be considered as paid holidays for employees who qualify: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and three (3) "floating" holidays to be scheduled at the discretion

of the Employee subject to Article 9.5, for a total of ten (10) paid holidays per year. If one of the above fixed, recurring holidays falls on Sunday, it will be observed on Monday. If a fixed, recurring paid holiday falls on Saturday, it will be observed either on Saturday or on the preceding Friday, at the Employer's option.

9.2 Holiday pay for employees who qualify will be eight (8) times the employee's regular straight time hourly wage rate at the time of the holiday.

9.3 All hours worked by an employee on any of the above listed paid holidays, or day observed as such, shall be paid for at double the employee's current regular straight time hourly wage rate; provided however, that employees assigned to a second or third shift, if any, for the preceding day, shall complete such shift on the morning of such holiday at the rate applicable for the preceding day. Except in event of extreme emergency circumstances, the Employer agrees to allow at least one (1) eligible employee to schedule a floating holiday on any given workday -- that is, not to bar or block off a given workday from being used as a floating holiday by an eligible employee who appropriately requests the day off.

9.4 To qualify for holiday pay for one of the seven (7) fixed, recurring paid holidays listed in 9.1 above, an employee must meet all of the following eligibility requirements:

A. Have been employed by the Employer for at least sixty (60) calendar days preceding the day on which the holiday is observed (ninety (90) days worked for Utility Person); and

B. Have worked his shift on the regularly scheduled workday prior to and the regularly scheduled workday following the holiday. An employee laid off within one (1) calendar day immediately prior to a holiday shall not lose his holiday pay. Lost time excused by the Employer shall be considered shift time for the purpose of this Section.

9.5 Three (3) floating holidays per annum shall be earned by employees under this subsection. A fourth (4) floating holiday shall be a paid holiday designated by the employee after ten (10) years of consecutive service with Thompson Metal Fab. The employee will give the Employer at least five (5) working days' advance notice of the day the employee has selected as a floating holiday unless the Employer and employee agree to a lesser notice period. The qualifying provision of 9.4(b) above apply to a scheduled floating holiday. If more employees request a given day off as a floating holiday than the Employer determines can be permitted to be absent, preference will be given to the employee with greater length of service, or the conflict will be worked out by the Employer among affected employees on some other mutually satisfactory basis.

## 10. **GRIEVANCE PROCEDURE**

10.1 Except as provided in 10.2 below, over the term of this Agreement, any complaint or dispute among the employees or from Management concerning a provision of this Agreement or its interpretation shall be handled only as follows:

STEP 1. A grievance must be raised by an employee with their immediate supervisor within seven days from the date of event giving rise to the grievance. It shall be immediately considered by the Business Representative and Employer.

STEP 2. In the event the parties cannot settle the grievance within seven (7) days, either party may submit the dispute to a mutually chosen third party for determination. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days thereafter, the office of the Federal Mediation and Conciliation Service shall be requested jointly by the parties to submit a list of seven proposed arbitrators from the Pacific Northwest. The Employer and the Union shall each alternately strike from this list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by both parties.

10.2 A grievance arising from a discharge will be filed with the Employer in writing within forty-eight (48) hours after the employee has been notified in writing of discharge. The notice will state the reason for the discharge. The grievance will be dealt with as per terms of the grievance procedure commencing with Step 1.

10.3 During the process of the grievance procedure, there shall be no strike, lockout, slowdown or cessation of work. The decision of the arbitrator shall be final and binding upon the parties. The fee of the arbitrator shall be borne equally by the parties. Each party will pay its own incidental costs -- including but not limited to attorney fees, witness fees or cost of transcripts, etc.

10.4 The time limits set forth above may be changed by mutual, written agreement. The arbitrator shall not have the power to add to, delete from, or amend any provision of this Agreement. Only one grievance shall be the subject of any one arbitration, unless the parties, explicitly, in writing, agree to the contrary; except that if there are multiple parties to the same factual situation presenting the grievance, such grievance shall be handled in one arbitration. Failure to observe time limits constitutes a conclusive waiver of the grievance.

10.5 It is mutually understood and agreed that the arbitration procedures set forth above shall apply to timely and properly processed disputes, complaints or grievances arising from an alleged violation of a provision of the Agreement during its regular term, or any extension thereof, but shall not apply to disputes or disagreements between the parties which arise out of the renegotiation of the Agreement or any portion of it under the timely contract opening and renegotiation procedures as set forth in Section 3, Duration of Agreement, or to disputes or grievances which arise during periods subsequent to the expiration date of the Agreement.

10.6 Any departure from the procedure outlined shall serve to automatically nullify, void and cancel the grievance in question unless the time limit is extended by mutual agreement. No grievance shall be processed beyond Step 1 without the consent and participation of the Union involved. Any complaint by an Employer concerning this Agreement shall be discussed directly with the Union.

## **11. CESSATION OF WORK**

11.1 During the term of this Agreement there shall be no strike authorized by the Union or lockout by the Employer.

11.2 In the event a strike occurs which is unauthorized by the Union, the Employer agrees there shall be no liability on the part of the Union, its officers or its agent, provided the Union shall, as soon as possible but not later than twelve (12) hours after notification by the Employer of such

unauthorized action, post notice at the plant of the Employer that such action is unauthorized by the Union, and promptly take any and all necessary steps within the power and authority of the Union to return its members to work. Failure of the Union to so respond to an unauthorized work stoppage of any kind or type shall entitle the Employer to seek any and all legal or equitable remedies against the Union available under law.

11.3 The Employer may discharge any employee for taking part in an unauthorized strike.

11.4 Notwithstanding any provision of this rule, it shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line established by any other union representing employees in the plant of the Employer if such employees are engaged in a legal primary labor dispute with the Employer which is properly sanctioned.

## 12. **MAXIMUM PRODUCTIVITY**

It is the intent of the parties to achieve and sustain a maximum productivity per employee during the term of this Agreement. In return to the Employer for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

## 13. **OTHER CONDITIONS**

13.1 All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated.

13.2 Suitable quarters with heat shall be provided for employees to change clothes and eat lunches. There shall be facilities for drying clothes. Safety appliances shall be constructed in a safe and proper manner by competent mechanics and no Employer shall operate his plant at any time with less than 2 persons on the premises working within sight and sound, for safety purposes. Proper lighting and ventilation shall be provided for all enclosed working spaces. In case of spray painting, the Employer shall provide proper protection against fumes caused by paint spray. Prompt ambulance service shall be available. Trained first aid personnel shall be assigned (except where impractical) to each shift. A safety employee, if necessary, shall be assigned on all shifts. Suitable lockers, washroom and drinking water shall be furnished by the Employer. Employees shall be insured in conformance with the Washington State Workers' Compensation law.

13.3 Any employee injured on the job and unable as a result of his injury to return to work shall be paid for his full shift on the day of the injury. Someone shall be designated by the Employer to accompany the employee to the hospital without loss of pay he otherwise would have received. However, this condition is not to be abused and where an employee receives only minor injuries and is able to go to the doctor himself, or is transported to the doctor by the Employer, no one else need be designated to accompany him.

13.4 The Employer will provide proper protective equipment for employees performing spray painting and sandblasting.

13.5 The Employer agrees to provide protective gloves and cream.

13.6 Employees covered by this Agreement when required to work with coal tar products will be furnished with disposable overalls by the Employer.

13.7 The Employer will provide one pair of laundered coveralls each week to each bargaining unit employee.

13.8 The parties recognize the desirability of improving safety and production. Accordingly, a joint committee shall be appointed consisting of two (2) representatives of the bargaining unit and two (2) representatives of Employer. The Employer shall select its representatives and the Union shall select two (2) employees of the Employer as its representatives. The committee shall meet quarterly or more frequently, as the majority shall determine necessary. The committee shall study the problem(s) and possible solutions. Such recommendations, if any, as the committee shall make for cost-efficient improvements shall be presented to the Employer for its consideration and, if it deems appropriate, approval.

13.9 The Employer will pay fifty percent (50%) per year toward the cost of prescription safety glasses.

13.10 The Employer will furnish each spray gun operator with a spray gun. The operator shall be responsible to properly maintain and care for said equipment.

13.11 During the term of this Agreement the Employer shall make available lockers for the use of each employee where, among other things, the employee will store Employer coveralls, full face fresh air respirator, and blasting hood, when not in use. The employee is responsible for this Employer assigned property and shall procure and utilize an adequate lock for said locker. If an employee loses or has these items stolen because of the employee's carelessness, the cost of same shall be charged to the employee and may be deducted from their paycheck. The cost of lost or stolen coveralls may not be assessed against the employee until a satisfactory check in and check out system has been developed.

#### **14. EMPLOYEE RESPONSIBILITIES**

14.1 All employees (pre-trainees, trainees, and journeymen) shall be required to furnish and be responsible for tools of the trade -- screw drivers (both standard and phillips), pliers, 8" adjustable wrench, utility or pocket knife, putty knife, and stiff broad knife.

14.2 All employees agree to abide by all Employer safety rules, including but not limited to rules concerning use and care of respirators and other safety equipment provided by the Employer.

14.3 The Employer is entitled to develop and administer Employer rules not in conflict with this Agreement, and employees will abide by such rules and, if requested by the Employer, will sign an acknowledgment of receipt of a copy of such rules and revisions which are made from time to time. (See Addenda for special drug/alcohol rules, policies and procedures.)

#### **15. FOREMEN**

The Employer is entitled to appoint one or more working foremen as the Employer determines are needed for a project or period of time.

**16. WAGES, HEALTH-WELFARE, PENSION, VACATION**

16.1 The classifications of employees covered by this Agreement and the minimum rates of hourly pay and fringe benefits therefore shall be as set forth in wage tables on following pages.

**16.2 Job Classifications and Wage Rates:**

**Straight Time Hourly Wage Rate and Effective Date**

<b>Classification</b>	<b>10/1/2021</b>	<b>10/1/2022</b>	<b>10/1/2023</b>
Journeyman Painter*	\$ 27.67	\$ 28.92	\$ 30.17
Utility Person I	\$ 13.70	\$ 14.32	\$ 14.93
Utility Person II**	\$ 15.69	\$ 16.40	\$ 17.11
Utility Environmental	\$ 18.84	\$ 19.69	\$ 20.55

\* Wages may be diverted to the pension contribution; pension may not be diverted to wages.

\*\* Current Utility II person will be paid \$1.00 per hour above scale.

<b>Trainee Progression: (See 16.6 below)</b>	
1st 1,000 hours or 1st six months:	60%
2nd 1,000 hours or 2nd six months:	65%
3rd 1,000 hours or 3rd six months:	70%
4th 1,000 hours or 4th six months:	75%
5th 1,000 hours or 5th six months:	80%
6th 1,000 hours or 6th six months:	90%

Pre-Trainee: (See 16.7 below) 42.5 percent of Journeyman Rate or minimum wage, whichever is greater.

**16.3 Health and Welfare:**

A. The employer shall participate in the UMTA NACX Medical and A, B, C, Dental plans. Initial eligibility of a new hire for participation requires working or being compensated for eighty (80) or more hours in two consecutive months preceding coverage. Thereafter eligibility will continue providing the employee works or is compensated for eighty (80) hours in the month preceding coverage.

B. Effective October 1, 2018 Employer shall pay the full premium, less employee cost share premium (by pretax payroll deduction) to maintain healthcare coverage. In the event that the UMTA NACX Trust determines that increased contributions are necessary to maintain existing benefits, the Employer will pay a maximum increase in the monthly premium of \$70.00 per family (family coverage consists of: employee, spouse and/or children or any other

eligible dependent) or \$35.00 for single employee coverage, over the remaining term of the contract.

**Healthcare Deductions**

Family Coverage	Single Coverage
\$30.75	\$15.00

Upon fifteen (15) days' written notice, either party may reopen this agreement for negotiation of wages and health insurance if (1) the NACX Plan benefits are materially modified during the term of this agreement or (2) federal legislation materially changes the costs or benefits provided under the NACX Plan.

16.4 Pensions: Over the term of the Agreement, the Employer agrees to contribute to the Oregon and Southwest Washington Painters Pension Trust the amount per hour worked by the employee shown below:

**Effective October 1, 2021 contributions per hour worked shall be:**

Classification	Pension	401k 10/01/21	401k 10/01/22	401k 10/01/23
Journeyman	\$1.55	\$2.55	\$2.80	\$3.05
Trainee	\$0.58	\$1.55	\$1.80	\$2.05
Utility Persons	\$0.38	\$1.38	\$1.63	\$1.88
Pre-Trainee	\$0.00	\$0.00	\$0.00	\$0.00

Effective October 1, 2021, based upon hours compensated each month the Employer agrees to contribute into a 401k plan the amount per hour worked by the employee shown above.

All new hires will be eligible for pension contributions upon completion of one thousand (1,000) hours work from the date of hire at the rate of fifty percent (50%) of the negotiated rate for a period of three (3) years thereafter. After three (3) years the pension contribution will be at regular negotiated rates. A new hire is defined as an employee who has never worked for Thompson or has not worked for it for at least ninety (90) days in the preceding twelve (12) months.

16.5 PTO-S:

A. Definition – One (1) year of service will be established with twelve hundred (1,200) hours worked within each journeyman employee’s anniversary year of employment.

B. The Employer shall, on or prior to the 15<sup>th</sup> of the following month, pay PTO-S accrual into a bank or credit union jointly selected by the Union and the employer to be drawn

upon by the employee annually. All new hires must work one thousand (1,000 hours before qualifying for PTO-S accrual. Commencing with the one thousand first (1,001<sup>st</sup>) hour worked, the employer shall pay into the PTO-S account of journeymen for all hours worked thereafter. An individual shall not be defined as a new hire, if they had, during the preceding twelve (12) months worked seven hundred fifty (750) hours for Thompson Metal Fab even though there may be a gap in service due to resignation or the like.

C. The following will establish a break in service:

- (1) Voluntary quit.
- (2) Termination for cause.
- (3) Layoff in excess of one year.

D. The following will establish PTO-S hours:

- (1) Hours worked.
- (2) Time lost due to compensable workers claim, to a maximum of six hundred (600) hours.
- (3) Time lost due to illness, certified by physician, to a maximum of three hundred (300) hours.

E. Regular PTO-S:

**(1) Regular PTO-S shall be paid to journeymen as follows:**

<u>Years of Service</u>	<u>Straight Time Wages in Vacation Year</u>	<u>Vacation</u>
One year	2.75%	One week (7 days)
Two years	3.0%	One week (7 days)
Three years through nine years	4.25%	Two (2) weeks
Ten years and thereafter	6.0 %	Three (3) weeks

- (a) A journeyman who is terminated during a PTO-S year shall be paid any accrued but unpaid PTO-S, including that earned during the year of termination, at the time of termination.
- (b) Progression from one year to the next will depend upon satisfaction of the twelve hundred (1,200) hour standard within the anniversary year of employment.

- (2) Utility workers and trainees shall be paid two and one half (2.5%) for PTO-S. They shall be entitled to time off in accordance with the schedule set forth in Section 16.5.
- (3) Vacation is to be taken in the next year of service and may not, without the approval of the Employer, be accumulated for use in future years.
- (4) An employee completing their first year of employment in which more than one thousand (1,000) hours were worked, shall be entitled to PTO-S pay based upon time worked within the anniversary year of employment prior to the initial July 1 of employment.
- (5) Employees may use PTO-S:
  - (a) To care for their health needs or the health needs of their family members.
  - (b) When the employees' workplace or their child's school or place of care has been closed by a public official for any health related reason. A closure due to weather does not count as an authorized purpose for the usage of PTO-S.
  - (c) For absences that qualify for leave under the State of Washington's Domestic Violence Leave Act.
  - (d) The employer may allow employees to use PTO-S for additional purposes.
  - (e) An employee may use accrued PTO-S after ninety (90) days of employment
  - (f) There is no cap for the amount of PTO-S an employee can use. As long as an employee has available PTO-S, the employee must be allowed to use their leave for an authorized purpose listed above.
  - (g) For absences exceeding three days, the employer may require verification that an employee's use of PTO-S is for an authorized purpose. If the employer requires verification, verification must be provided within seven days after the PTO-S leave is taken. The employers requirements for verification must not result in an unreasonable burden or expense on the employee and must not exceed privacy or verification requirements otherwise established by law.
  - (h) The employer will not discriminate or retaliate against an employee for using PTO-S under this section.

(i) The State of Washington in RWC 49.46.210 has defined a Family member as:

1. A child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
2. A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. 5
3. A spouse
4. A registered domestic partner
5. A grandparent
6. A grandchild
7. A sibling

The parties recognize that PTO-S is monetary in nature and if it is determined to not comply with the state of Washington's Paid Sick Leave (RCW 49.46.210); PTO-S will revert to the vacation language of the 2015 - 2018 contract, and the parties will open negotiations on section 16.5 only.

16.6 Trainees: Trainees may be hired directly by the Employer, secured by the Employer through referral from the Union, or secured by the Employer by promotion of an employee in the Pre-Trainee classification to the Trainee classification. A Pre-Trainee who is retained by the Employer beyond the six (6) month Pre-Trainee period will thereafter be classified as a Trainee. A Trainee can perform any work performed by a Journeyman. One or more Journeymen will be designated by the Employer to provide guidance in work performance to the Trainee as appropriate and needed during the Traineeship period.

16.7 Pre-Trainees: The Pre-Trainee is an employee hired to perform any work assigned to the craft within the capability of the individual, provided, however, that the Pre-Trainee shall under no circumstances:

- A. mix paint or material for application
- B. apply paint or material by any means
- C. perform any sandblast operation (do any actual sandblasting)

The Employer may hire a Pre-Trainee directly, or may request that the Union refer suitable applicants.

Pre-Trainees shall remain in this classification a maximum of six months; thereafter, if retained by the Employer, they shall enter the Trainee Training Program.

16.8 Ratios: The ratio of Trainees, Pre-Trainees, or Utility Persons to Journeymen shall be as follows: one (1) Trainee or Pre-Trainee for the first Journeyman; one (1) additional Trainee or Pre-Trainee for each additional three (3) Journeymen.

16.9 Special Premium Pay:

A Lead Foreman: Will receive one dollar (\$1.00) per hour above the regular Journeyman straight time hourly rate for the period of appointment by the Employer as Lead Foreman.

B. Work with Coal Tar Products and plural component systems: By reason of being dirty or hazardous or requiring additional skills, work with bitumastic or any coal tar products or with vinyl products or plural component systems will carry a premium of one dollar and fifty cents (\$1.50) per hour over the employee's base rate, for the hours so worked.

C. Lead person: One (1) or more lead persons may be designated by the Employer as the Employer determines that circumstances warrant. For hours worked by an employee during any period of time he/she is designated by the Employer as a lead person, the employee will receive a premium of an additional twenty-five cents (\$.25) per hour over the employee's base pay.

16.10 Paydays: Paydays for all employees covered by this Agreement shall be weekly and before the end of the employee's shift. When a regular payday falls on a holiday, the day preceding the holiday shall be payday.

16.11 Incentive and Bonus Rates: The Employer reserves the right to institute or discontinue merit, incentive or bonus rates or payments to individual employees or groups as deemed warranted by circumstances.

16.12 Bereavement Leave

A. In the case of a death in the immediate family, defined as husband, wife, child, mother, father, step-parent (1<sup>st</sup> occurrence), brother, sister, grandchild or grandparent.

B. Employees must be employed at least nine (9) months to be eligible.

C. Employees shall be allowed up to two (2) working days off with pay for the purpose of attending the funeral or assisting in the arrangements.

D. Employees shall furnish the Company with verification of death (obituary notice or eulogy card).

16.13 Jury Duty

A. Employees with five (5) years or more of continuous employment with the Employer who are called for jury service or to report to Court in response to a jury duty summons or to report for jury examination will be excused from work on the days for which required to report. Employees assigned to the swing or graveyard shift who are absent from work on such shift on the calendar days such employees served as juror, will be deemed absent from work in order to serve as a juror.

B. Eligible employees will receive for each day of actual jury service on which such employee otherwise would have worked, the difference between eight (8) times their average straight time hourly earnings and the payment received for each day of jury service.

- (1) Employees are responsible for presenting proof of jury service and of the amount of pay received therefrom.
- (2) If employees work their regular shift on the day(s) of jury service, jury pay will not be deducted from their earnings for such day(s).
- (3) The above terms apply for the first fourteen (14) days per calendar year.
- (4) An employee released from jury duty prior to the end of their shift shall report to work unless excused by their supervisor. An employee failing to report, if required, shall not be entitled, for that day, to payment under this Section.

## **17. NONDISCRIMINATION**

The Employer and the Union agree there will be no discrimination in employment because of race, creed, color, national origin, age, sex, or disability as defined by Federal and State laws. The Union agrees to cooperate fully with the Employer in meeting any applicable nondiscrimination statutory or regulatory obligation(s), including, where necessary, modifications of provisions of the Agreement to facilitate such compliance obligation(s). Reference to the male gender in this Agreement is equally applicable to the female gender.

## **18. MANAGEMENT PREROGATIVES**

The Employer shall have all of the authority customarily and traditionally exercised by management except as that authority is limited by express or specific language in the provisions of this Agreement. Nothing in the Agreement shall be construed to impair the right of the Employer to conduct any or all aspects of its business in any or all particulars except as expressly and specifically modified within the terms and provisions of this Agreement.

## **19. FIRST AID**

All Supervisors will be required to attend an approved First Aid Class and receive a current First Aid Card by the end of their first year of employment or one (1) year after execution of this agreement and maintain it thereafter. There is no mechanism to pay for First Aid CPR other than

the apprenticeship program which Thompson Metal Fab no longer participates. Therefore Thompson Metal needs to be responsible for payment for training.

All employees entering shop areas in preparation for the preceding shift and after shift shall be required to wear PPE.

**20. RATIFICATION**

IN WITNESS whereof this Agreement has been executed by the parties thereto and ratified and accepted as indicated by their signatures below.

DATED this 6<sup>th</sup> day of October, 2021.

FOR THE EMPLOYER:  
THOMPSON METAL FAB, INC.

FOR THE UNION:  
INTERNATIONAL UNION OF PAINTERS  
& ALLIED TRADES, D. C. #5

By: \_\_\_\_\_  
John Rudi, President

By: \_\_\_\_\_  
Jack Johnson, Field Representative

**SUPPLEMENTAL MEMORANDUM  
OF AGREEMENT**

Thompson Metal Fab, Inc. and International Union of Painters & Allied Trades, D. C. #5 agree as follows:

1. Field Work:

Employees covered by the Shop Agreement, when they are assigned by the Employer to field work, will be compensated for wages and fringe benefits (vacation, holidays, health and welfare and pension) exclusively on the basis of the applicable wage and fringe benefit provisions of the Field Work Area Agreement between International Union of Painters & Allied Trades, D. C. #5 and Signatory Painting Contractors Association, Inc.

Field work is work at locations which are not owned or leased by Thompson Metal Fab for Shop Work. Work at or around Columbia Industrial Park is Shop Work.

This Supplemental Memorandum will be attached to the Shop Agreement as a part of that Agreement and will be subject to the provisions of Section 3, Duration of Agreement, of the Shop Agreement, and also subject to termination and/or revision of the Field Agreement under its terms (e.g., Article III of the Field Agreement).

This Supplemental Memorandum replaces any prior agreement between the parties regarding field work.

2. Work Trades: The Employer will endeavor to work out arrangements for an occasional work-trade for a second shift employee to allow the employee to attend an important family function which the employee would otherwise have to miss because of his/her swing shift schedule. The arrangement will involve one person at a time, for a one week period. Employees involved in the trade must have equal skill to perform available work.

3. Early-Return-To-Work: The Union and employees will cooperate fully with any early return to work (e-r-t-w) program which the Employer may be able to develop for an employee injured on the job who is released for light duty. The Employer is not required to develop such a program for any given employee and may cease such program as operational circumstances warrant. A temporarily disabled employee released to return to "light duty" work who is expected at time of release to be fully released to return to his/her regular job within three (3) months will be paid the contractual wage rate for his/her regular job for hours worked in the "light duty" work. Upon full release, the employee will be returned to his/her regular job classification (provided work is available at the time). The Employer and Union will meet and endeavor to develop appropriate solutions, on a case-by-case basis, for an employee injured on the job who is released with permanent restrictions.

4. Subcontracting: The Employer is entitled to continue its historic practices regarding subcontracting.

DATED this 6<sup>th</sup> day of October, 2021.

FOR THE EMPLOYER:

THOMPSON METAL FAB, INC.

By: \_\_\_\_\_  
John Rudi, President

FOR THE UNION:

INTERNATIONAL UNION OF PAINTERS  
& ALLIED TRADES, D. C. #5

By: \_\_\_\_\_  
Jack Johnson, Field Representative

## ADDENDUM

### SUBSTANCE ABUSE POLICY

This policy applies to all employees, both bargaining unit and non-bargaining unit including sales, clerical, management, owners, and part-time employees, as well as applicants for those positions.

Alcohol and substance abuse is recognized as a treatable illness. The preferred procedure is through referral to a TMF-APPROVED SUBSTANCE ABUSE TREATMENT PROGRAM (SATP) (ADDENDUM A).

1. Work place problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action or termination of employment.

2. Substance testing is a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

- A. Pre-employment testing;
- B. Post-incident testing;
- C. Probable cause testing;
- D. Customer-mandated testing; and
- E. Special circumstance testing.

3. The use of alcohol, illegal drugs, or prescription drugs that may be a safety risk during working hours (as described in #4 below) on Employer premises is absolutely forbidden. An employee who violates this policy may be subject to discipline, including termination, and may be required to undergo treatment at a TMF-approved SATP.

4. **Prescription Drugs:** Employees using a prescription drug which may impair mental or motor function shall inform their supervisor of such drug use. For the safety of all employees, the employer shall require employees to provide the company with documentation that they can work while under the influence of prescription drugs. The Employer reserves the right to have its Medical Review Officer (MRO) determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.

5. **Use** means consuming, processing, selling, concealing, possessing, distributing, arranging to buy or sell, being under the influence of, and/or reporting for duty under the influence of alcohol or drugs. Admitting to usage of alcohol or drugs during work hours is also a violation of this policy.

6. **Employer Premises** shall mean Employer vehicles, parking lots, shop and office facilities, and storage areas. Employees may also be subject to additional drug testing under any specific job site location requirements. At no time will these additional job site drug limits be less than TMF's standard drug policy limits.

7. **Alcohol or Drugs** means any form of alcohol and/or other intoxicating substances, such as narcotic plants or similar narcotic substances, including legal drugs obtained or used illegally (Reference Section 3 and 4: Prescription drugs). Drugs, such as THC (marijuana), are not allowed per Thompson Metal Fab policy regardless of state law. Levels that exceed ADDENDUM B: URINE DRUG-OF-ABUSE THRESHOLDS are considered a positive test.

8. **Working Hours** means all of the time in which an employee is engaged in work duties, including travel time or other time subject to Employer control.

9. **Under the Influence of Alcohol** means a body alcohol content of 0.04% or greater. This is per US Code, Title 49, Part 40, Section 285.

10. **Under the Influence of Drugs** shall be a urine content determined to equal or exceed the levels as specified in the attached Addendum B.

11. **Pre-Employment Testing:** The screening of prospective employees will be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment offered.

12. **Post-Incident Testing:** After any recordable injury, when equipment is damaged, or when an unsafe action is performed that could have resulted in injury or equipment damage, a post-incident drug test will be performed.

13. **Probable Cause Testing:** The President of Thompson Metal Fab or an authorized Thompson Metal Fab manager has the authority to make an objective decision on whether probable cause exists for individual employees, multiple employees, or groups of employees working in a suspect area. Substance testing can be implemented when there is probable cause. Probable Cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the work place, which would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, but are not limited to, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner. Also, probable cause tests may be performed upon an employee's admission of drug or alcohol usage. Inconsistent attendance is also considered probable cause for testing.

14. **Customer-Mandated Testing:** In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on a project, testing will be required, and performed in accordance with these standards and applied uniformly to all personnel having access to the work place

15. **Special Circumstance Testing:** The President or Supervisor and the Union Business Manager or Business Representative may agree that testing is required based on evidence in the workplace such as drug or alcohol paraphernalia found in the shop or strong odors of such in an area. The required testing may include, but is not limited to, individual bay testing, multiple bay testing or may be companywide.

16. **Testing Procedures:** A site kit provided by Legacy or another qualified provider

should be used for the test and have levels consistent with Legacy Metro Lab's current testing levels, which will, at a minimum, always meet federal guidelines. The test shall be performed utilizing mass spectrometry (e.g. GC/MC, GC/MS/MS, LC/MC, LC/MS/MS, etc.).

Drug and alcohol testing and the chain of custody paperwork shall be completed in a manner consistent with the U. S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace drug Testing Programs (U.S. HHS). Federally regulated tests must follow the guidelines, but non-federally regulated testing may test for drugs outside of those authorized by the U.S. HHS guidelines. In either case, confirmatory testing shall be conducted at a federally certified laboratory that has been certified by SAMHSA (Substance Abuse and Mental Health Services Administration). All laboratory testing shall be conducted using the most current industry standards.

All samples that are confirmed positive will be kept at the lab for one year.

An employee testing positive shall have the right to obtain the secured portion of his/her urine sample from the federally certified lab in order to have it independently examined by another SAMHSA (Substance Abuse and Mental Health Services Administration) certified testing lab of his/her choice at his/her expense.

A POSITIVE DRUG TEST RESULT shall mean test levels that meet or exceed the confirmatory test as set forth in Addendum B.

17. An employee who fails to promptly participate in testing or a search under probable cause at management's request or who has positive test results is subject to disciplinary action, including termination. If an employee refuses to take a drug or alcohol test, this constitutes a positive test.

18. An employee who suspects he/she has developed an addiction to or dependency on alcohol or drugs, or otherwise has a problem, is expected to seek assistance from a TMF-approved SATP. Any person who voluntarily seeks assistance or rehabilitation for alcohol and/or drug related problems may be granted amnesty from discipline for drug/alcohol related issues so long as the person continues to participate satisfactorily in a TMF-approved SATP.

19. An employee cannot voluntarily seek assistance or rehabilitation and thereby gain amnesty following the occurrence of circumstances which give rise to probably cause testing. These paragraphs are not intended to guarantee an employee the opportunity for rehabilitation as an alternative to discipline or discharge following a positive test result. It is for the Employer to determine the appropriate course of action, as per the terms of paragraphs 1 and 3, depending upon the relevant factors associated with a specific case.

If an employee is granted the opportunity to participate in TMF's Last Chance Agreement, then the employee will sign the agreement and be required to enroll in a TMF-approved SATP. The employee may request a Union Representative be included in his/her discussions with the Employer.

20. An employee who is required to attend a TMF-approved SATP and who refuses to seek rehabilitation or fails to complete a rehabilitation program is subject to termination.

21. The results of a test will only be made known to the employee, the Employer and the Union. Upon written request, the testing facility and/or the TMF-approved SATP shall make available to the employee the laboratory reports concerning his/her positive test. The results of any positive test will not be released to any other party or agency unless required by law or with the written permission of the employee.

22. An employee who has tested positive for alcohol and/or drugs is required to contact the SATP and schedule an intake and SBIRT (Screening, Brief Intervention, and Referral to Treatment) immediately. The SATP will communicate its determination and treatment plan to TMF and Union representative. After completing the program and providing TMF with a negative test, the employee may return to work at the discretion of the President or other Thompson Metal Fab manager, if a job is available, or be referred to the out-of-work list.

The Employer will select at least one designated representative to handle all confidential matters regarding this policy. Only the representative(s) will be informed of the test results. The name(s) of the Employer representative(s) will be communicated to the TMF-approved SATP in written form.

23. Nothing in this policy is intended, nor shall it be construed, to authorize any action that is unlawful under federal or state law.

24. **Amendments to Policy:** Amendments to this policy may be developed jointly by the Employer and the Union to comply with local, state, and federal laws and requirements or for purposes of correcting procedural problems which may emerge.

DATED this 6<sup>th</sup> day of October, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

THOMPSON METAL FAB, INC.

INTERNATIONAL UNION OF PAINTERS  
& ALLIED TRADES, D. C. #5

By: \_\_\_\_\_  
John Rudi, President

By: \_\_\_\_\_  
Jack Johnson, Field Representative

**ADDENDUM “B”**

**URINE DRUG-OF-ABUSE THRESHOLDS**

NOTE: Thompson Metal Fab performs work for federal government contracts. Therefore, Thompson Metal Fab must follow the federal drug and alcohol levels.

This is a representative panel of current constituents and thresholds, which are subject to change by Legacy Metro Lab (or another federally-approved laboratory) to meet the minimum of federal and/or regional limits:

Drug Classes	Screening Cutoffs	Confirmed Drugs and Metabolites	Confirmation Cutoffs
Amphetamines	500 ng/mL	Amphetamine, Methamphetamine	250 ng/mL
Benzodiazepines	200 ng/mL	Alprazolam, Chlordiazepoxide, Clonazepam, Diazepam, Flurazepam, Lorazepam, Nordiazepam, Oxazepam, Temazepam, Triazolam	100 ng/mL
Cocaine	150 ng/mL	Benzoylcegonine (Cocaine Metabolite)	100 ng/mL
Heroin	10 ng/mL	6-acetylmorphine	10 ng/mL
Marijuana	50 ng/mL	THCA (Marijuana Metabolite)	15 ng/mL
Methadone	300 ng/mL	Methadone, EDDP (Methadone Metabolite)	150 ng/mL
Opiates	300 ng/mL	Morphine, Codeine	2,000 ng/mL
		Hydrocodone, Hydromorphone	150 ng/mL
Oxycodone	100 ng/mL	Oxycodone, Oxymorphone	100 ng/mL

Specimen Validity	Creatinine, pH, Oxidants, Tests for Synthetic Urine
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Drug and alcohol testing is to be conducted using industry standard cutoffs and practices. Screening tests must use an enzyme immunoassay. Confirmation tests must be conducted using industry standard technology that includes mass spectrometry.

**SIDE LETTER**

The parties agree that the proper interpretation of Article XVI, Section E is that PTO-S pay shall be computed by multiplying hours worked times the applicable straight time rate times the applicable percentage.

DATED this 6<sup>th</sup> day of October, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

THOMPSON METAL FAB, INC.

INTERNATIONAL UNION OF PAINTERS &  
ALLIED TRADES, D. C. #5

By: \_\_\_\_\_  
John Rudi, President

By: \_\_\_\_\_  
Jack Johnson, Field Representative