

**AGREEMENT**

Between

**REGIONAL SHOP LOCAL UNION NO. 516**

Portland, Oregon

of the

**INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING  
IRON WORKERS**  
(Affiliated with AFL-CIO)

and

**VIGOR WORKS, LLC.**

**Oregon & Vancouver, Washington**

**10/25/2023-8/31/2026**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
AGREEMENT.....	1
SECTION 1 - BARGAINING UNIT.....	3
SECTION 2 - INTERNATIONAL UNION NOT A PARTY.....	4
SECTION 3 – RECOGNITION.....	4
SECTION 4 - UNION SECURITY.....	4
SECTION 5(A) - CHECK-OFF OF UNION DUES - INITIATION AND/OR REINSTATEMENT FEES.....	5
SECTION 5(B) - CHECK-OFF OF IRONWORKERS POLITICAL ACTION LEAGUE (IPAL).....	7
SECTION 6 - MANAGEMENT PREROGATIVES - SHOP RULES.....	7
SECTION 7 - HOURS OF EMPLOYMENT.....	8
SECTION 8 - OVERTIME PAY.....	10
SECTION 9 - RECOGNIZED HOLIDAYS - HOLIDAY PAY.....	12
SECTION 10 - CLASSIFICATIONS AND RATES OF PAY.....	13
SECTION 11 - PAY DAYS, BONUS AND PIECE WORK.....	14
SECTION 12 - REPORTING AND/OR CALL-IN PAY.....	15
SECTION 13 – PAID TIME OFF (PTO).....	16
SECTION 14(A) - MEDICAL AND DENTAL BENEFITS.....	18

SECTION 14(B) – RETIREMENT.....	19
SECTION 14(C) - CHECK-OFF FOR WESTERN STATES IRONWORKERS SHOPMEN'S 401(k) PLAN AND TRUST .....	21
SECTION 15 - ERECTION AND FIELD FABRICATION .....	23
SECTION 16(A) - APPRENTICES AND TRAINEES.....	23
SECTION 16(B) - APPRENTICESHIP AND TRAINING TRUST FUND.....	23
SECTION 16(C) - IMPACT CLAUSE .....	24
SECTION 17 – SENIORITY .....	25
SECTION 18 - LEAVES OF ABSENCE, JURY DUTY, MILITARY SERVICE AND FUNERAL LEAVE.....	28
SECTION 19 - GRIEVANCES AND/OR DISPUTES.....	29
SECTION 20 – ARBITRATION .....	31
SECTION 21 - WORK STOPPAGES, STRIKES AND LOCKOUTS.....	32
SECTION 22 - ACCESS TO PLANT BY UNION REPRESENTATIVE .....	33
SECTION 23 - BULLETIN BOARDS .....	34
SECTION 24 - SAFETY, SANITATION, EMPLOYEES' TOOLS AND PROTECTIVE EQUIPMENT .....	34
SECTION 25 - SAVINGS CLAUSE .....	35
SECTION 26 - INTERIM AMENDMENT.....	35

SECTION 27 - DURATION AND TERMINATION .....36

SCHEDULE "A" .....38

125 PLAN.....41

1 **AGREEMENT**

2 between

3 **VIGOR WORKS, LLC.**

4 and

5 **REGIONAL SHOP LOCAL UNION NO. 516, PORTLAND, OREGON**

6 of the

7 **INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND**  
8 **REINFORCING IRON WORKERS (Affiliated with the AFL-CIO)**

9 This Agreement made and entered into and ratified October 25<sup>th</sup>, 2023, with an effective  
10 date of October 30<sup>th</sup>, 2023 by and between **VIGOR WORKS, LLC**, hereinafter referred to as the  
11 "Company" and REGIONAL SHOP LOCAL UNION NO. 516 of the INTERNATIONAL ASSOCIATION OF  
12 BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (Affiliated with the AFL-  
13 CIO), hereinafter referred to as the "Union", as the agent for and acting in behalf of the Company's  
14 production and maintenance employees, as the terms "production and maintenance employees"  
15 are defined in Section 1(A) hereof.

16 **This Partnership Matters**

17 Vigor's partnership with the Union, and this Collective Bargaining Agreement, represents our  
18 unwavering commitment to the above values. It reflects mutual commitment and responsibility,  
19 a foundation of trust, respect, and understanding of our shared and independent interests.

20  
21 We have agreed to work through and around obstacles that get in the way of our success. The  
22 few times we may not be able to find a solution that meets the interests of both parties, we will  
23 quickly put the situation behind us and move on. Together we will take steps to unify the  
24 workforces to maximize our capabilities to build a strong future.

25 Our vision is to build and maintain an exceptionally talented workforce, capitalize on our  
26 flexibility, sustain a strong profitable business, and provide a compensation package that rewards  
27 outstanding technical skills, quality and productivity. The partnership is the foundation of our  
28 relationship. It is our responsibility to create a work environment that allows our Employees to

1 easily turn the vision into reality. We will continue to change, adapt, and capitalize on industrial  
2 opportunities. With a unified and highly skilled workforce, the possibilities for Vigor, our  
3 employees, and the communities in which we operate and live, are truly endless.  
4

5 **WITNESSETH THAT THE PARTIES AGREED AS FOLLOWS:**

6 **PURPOSES OF THIS AGREEMENT**

7 The purposes of this Agreement are to provide a competitive and effective contract that  
8 will allow the Company the greatest degree of freedom to conduct its business in the marketplace  
9 by establishing an agreement with the Union that provides an effective tool for establishing  
10 prevailing wages and levels of productivity consistent with the products the Company contracts to  
11 make, and to develop and maintain an atmosphere of cooperation between the Company and its  
12 employees to their mutual advantage. Nothing in the foregoing should be construed to indicate  
13 that there will be a preference to maintain existing types of business, labor categories or  
14 employees. It is recognized by this Agreement that the Company's markets may change so  
15 dramatically as to exclude the current labor categories from inclusion in the day to day business of  
16 the Company.

1 **SECTION 1 - BARGAINING UNIT**

2 (A) This Agreement shall be applicable to all production employees of the Company  
3 (hereinafter referred to as "employees") engaged in the fabrication of iron, steel, metal and other  
4 products, in or about the Company's plant or plants located in Oregon or Vancouver, Washington  
5 and vicinity, and to work done by such production employees. The Company hereby recognizes and  
6 confirms the right of its production employees covered by this Agreement to perform all work done  
7 by the Company in or about said plant or plants in connection with fabricating of iron, steel, metal  
8 and other products, and for the duration of this Agreement hereby assigns such work to said  
9 production employees solely and to the exclusion of all other unions, crafts, and employee groups.  
10 This Agreement is not intended and shall not be construed to office or clerical employees, or  
11 watchmen guards, nor to erection, installation or construction work or to employees engaged in  
12 such work.

13 (B) The Employer reserves the right to subcontract work. Upon request of the Union the  
14 parties agree to meet and discuss how to increase the amount of available work to be performed  
15 by the Bargaining Unit.

16 (C) The Company and the Union agree that the provisions of this Agreement shall be  
17 applicable to all employees including in the bargaining unit herein described in this Section 1,  
18 irrespective of race, color, sex, age, religion, national origin, gender, disability, marital status, sexual  
19 orientation, military or veteran status, genetic information, or any other legally protected status  
20 and further agree that the provisions of this Agreement will not be applied in a manner whereby  
21 an employee will be discriminated against because of race, color, sex, age, religion, national origin,  
22 gender, disability, marital status, sexual orientation, military or veteran status, genetic information,  
23 or any other legally protected status.

24 (D) The Company and the Union agree that the Company may hire salaried maintenance  
25 employees to work on the more intricate machinery.

1 **SECTION 2 - INTERNATIONAL UNION NOT A PARTY**

2 The International Association of Bridge, Structural, Ornamental and Reinforcing Iron  
3 Workers, the parent body of the Union (hereinafter referred to as the "International"), is not a  
4 party to this Agreement and assumes no responsibility or liability under this Agreement and  
5 similarly shall have no right of redress thereunder against the Company for the breach hereof.

6 **SECTION 3 – RECOGNITION**

7 The Company recognizes the Union as the exclusive representative and agent of all of the  
8 Company's production and existing maintenance employees at ratification on October 25<sup>th</sup>, 2023  
9 as defined in Section 1 hereof, for the purpose of collective bargaining with respect to rates of pay,  
10 wages, hours of employment and other conditions of employment. All future positions that the  
11 Local 516 does not train to may be posted as bargaining unit or non-bargaining unit positions.

12  
13 **SECTION 4 - UNION SECURITY**

14 (A) Each of the Company's production and maintenance employees, in the unit as defined  
15 in Section 1(A) hereof, shall, as a condition of employment, be or become a member of the Union  
16 not later than the thirty-first day following the date when the employment begins, or not later than  
17 the thirty-first day following the effective date of this Agreement, whichever is later. Each  
18 production and maintenance employee shall, as a condition of continued employment, except as  
19 provided in Subsection (C) below, remain a member of the Union in good standing to the extent  
20 authorized by Section 8 (a)(3) of the Labor-Management Relations Act of 1947, as amended.

21 (B) Upon receipt of a written notice from the Union that an employee has not acquired  
22 membership in the Union, or has not maintained his/her membership in good standing therein as  
23 provided for in this Section, the Company shall discharge such employee and such employee shall  
24 not be re-employed during the life of this Agreement unless or until he/she complies with the  
25 provisions of this Section.

26 (C) In applying the provisions of Subsection (B) above with respect to a member of the  
27 Union maintaining his/her membership in good standing therein, should a member of the Union  
28 fail to maintain his/her membership in good standing by becoming more than thirty (30) days in



1 arrears with the payment of his/her monthly dues, the Union shall, in such event, promptly notify  
2 the Company in writing and the Company shall, after receipt of such notice, notify the employee in  
3 question that as a condition of continued employment he/she must fulfill the requirements of  
4 Subsection (A) above, and if within ten (10) work days after receiving from the Union the  
5 aforementioned notification, the employee has not complied with the provisions of Subsection (A)  
6 above, the Company shall not permit such employee to perform any further work for the Company  
7 unless or until such employee does comply with the provisions of Subsection (A) above, or such  
8 employee presents to the Company a permit signed by the Business Agent or other duly authorized  
9 representative of the Union. The Financial Secretary of the Union, or the designated  
10 representative(s), shall assume the responsibility for the collection of monthly union dues.

11 (D) The Company shall notify the Union of all newly hired bargaining unit employees on  
12 the 1st and 20th of the month or soon thereafter as possible, furnishing name, classification, social  
13 security number, rate of pay, home address and birthdate.

14 (E) The Union hereby indemnifies the Company and holds it harmless against any and all  
15 suits, claims, demands liabilities, that shall arise out of or by reason of any action that shall be taken  
16 by the Company for the purpose of complying with the provisions of this Section, or in reliance on  
17 any list or certificate which shall have been furnished to the Company under the provision of this  
18 Section.

19

20 **SECTION 5(A) - CHECK-OFF OF UNION DUES - INITIATION AND/OR REINSTATEMENT FEES**

21 (A) Upon receipt of an authorization signed by any employee to whom this Agreement is  
22 applicable, the Company, shall, pursuant to the provisions of such authorization, deduct from such  
23 employee's earnings, each month, the amount owed to the Union by each such employee for Union  
24 dues; however, should any such employee have no earnings due him/her or should such  
25 employee's earnings be less than the amount such employee owed the Union for dues, then, in  
26 that event, the deduction shall be made from the employee's earnings on the next succeeding pay-  
27 day on which his/her earnings are sufficient to cover the amount of dues owed to the Union by  
28 such employee. Before the 20th day of each month, the Company shall mail Dues Checkoff and  
29 Checkoff Reports to the East Coast Shop Dues Collection Center at the address listed below. Checks

1 should continue to be made payable to Regional Shop Local Union No. 516 for the amount of dues  
2 the Company has withheld during such month, which shall be accompanied by a list containing the  
3 names of the employees and the amount deducted from each such employee's earnings.

4 Regional Shop Local Union No. 516  
5 Bank of Labor – ECS DCC  
6 PO Box 172488  
7 Kansas City, KS 66117

8 (B) As of the effective date of this Agreement, the Union dues are \$65.30 per month. Such  
9 dues shall not be changed except in accordance with the applicable provisions of the International  
10 Constitution and/or By-Laws of the Union, and, in such event, the Financial Secretary of the Union  
11 shall notify the Company, in writing, and the amount of monthly dues as so changed shall thereafter  
12 be deducted by the Company from each such employee's earnings. The aforementioned  
13 authorization directing the Company to make the deductions as hereinabove provided for, when  
14 signed by an employee, shall be irrevocable for the duration of this Agreement or for a period of  
15 one (1) year, whichever date occurs first; and in the event any such employee desires to revoke  
16 such authorization on either of such dates, written notice thereof shall be given by such employee  
17 to the Company in accordance with the applicable provisions of such authorization, and the  
18 Company agrees to furnish the Union a copy of such notice.

19 (C) Upon receipt of an authorization signed by any employee to whom this Agreement is  
20 applicable, the Company shall withhold from such employee's earnings the amount specified  
21 therein for payment of Initiation and/or Reinstatement Fee. Such amount specified in such  
22 authorization shall be withheld from the earnings of such employee in accordance with the  
23 provision of such authorization and shall be transmitted to the Financial Secretary of the Union in  
24 the same manner as prescribed in Subsection (A) above with respect to Union dues which are  
25 withheld by the Company and when the full amount of such fee has been withheld from such  
26 employee's earnings and transmitted to the Union such authorization shall be null and void and  
27 shall thereafter have no further force or effect. It is expressly understood and agreed that, upon  
28 receipt of proper proof, the Union will refund to the Company, or to the employee involved, any

1 Union dues, Initiation and/or Reinstatement Fees erroneously withheld from an employee's  
2 earnings by the Company and paid to the Union.

3 (D) The Union hereby indemnifies the Company and holds it harmless against any and all  
4 suits, claims, demands and liabilities, that shall arise out of or by reason of complying with the  
5 provisions of this Section, or in reliance on any list or certificate which shall have been furnished to  
6 the Company under the provision of this Section.

7 **SECTION 5(B) - CHECK-OFF OF IRONWORKERS POLITICAL ACTION LEAGUE (IPAL)**

8 The Company agrees to deduct an amount from the pay of each employee who is a union  
9 member and who executes an appropriate voluntary check-off authorization form to the  
10 Ironworkers Political Action League (IPAL). Deductions shall be in the amount specified in the  
11 check-off authorization form signed by the employee and deducted each month. The deduction  
12 shall continue for the life of this agreement for those employees who sign IPAL check-off  
13 authorization forms unless they are revoked individually and in writing.

14 The Company agrees to transmit IPAL deductions to the Ironworkers Political Action League  
15 in care of the Local Union. These transmittals shall be on a monthly basis . The Company further  
16 agrees to transmit to the Local Union at the same time the names of the employees for whom  
17 deductions have been made and the amount deducted for each employee.

18

19 **SECTION 6 - MANAGEMENT PREROGATIVES - SHOP RULES**

20 (A) The management of the Company's plant and the direction of its working forces,  
21 including the right to establish new jobs, abolish or change existing jobs, increase or decrease the  
22 number of jobs, change materials, processes, products, equipment and operations shall be vested  
23 exclusively in the Company. Subject to the provisions of this Agreement, the Company shall have  
24 the right to schedule and assign work to be performed and the right to hire or re-hire employees,  
25 promote, recall employees who are laid-off, demote, suspend, discipline or discharge for proper  
26 cause, transfer or lay-off employees because of lack of work or other legitimate reasons, it being  
27 understood, however, the Company shall not discipline or discharge an employee except for proper  
28 cause, or otherwise improperly discriminate against an employee.

1 (B) The Company shall have the right to establish, maintain and enforce reasonable rules  
2 and regulations to assure orderly plant operations, it being understood and agreed that such rules  
3 and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The  
4 Company shall maintain on its bulletin boards and furnish the Union with a written or printed copy  
5 of all such rules and regulations and all changes therein. Changes in existing rules and regulations,  
6 as well as new rules and regulations promulgated by the Company, shall not become effective until  
7 five (5) regular work days after copies thereof have been furnished to the Union and posted on the  
8 Company's bulletin boards.

9  
10 **SECTION 7 - HOURS OF EMPLOYMENT**

11  
12 (A) Shift work shall be permitted in all classifications, without restrictions, on the following  
13 basis:

14 (B) Regular starting times of the day shift shall be between 5:00 AM and 8:00 A.M. An  
15 Employee's regular starting time shall remain in effect for the duration of the workweek; however,  
16 once during the workweek the Employer may temporarily change the starting time within the 4:00  
17 A.M. to 10:00 A.M. range. Temporary starting times shall apply to all shifts. The Employer will  
18 provide as much advance notice of starting time change as feasibly possible.

19 (C) Employees transferred from one shift to another, unless relieved from work at least a  
20 full shift as set forth herein, before starting their new shift, shall be paid the overtime rates for the  
21 first such shift worked. No Employee shall be transferred from his/her regular assigned shift to  
22 another shift more than once a workweek, except however, s/he may be returned to his/her  
23 regular assigned shift, except in extreme emergency or shortage of workers.

24 (D) Employees who work overtime, unless relieved from work at least a full shift as set  
25 forth herein, before starting to work on their next regular shift, shall be paid the overtime rate for  
26 the next such shift. However, in event an Employee is advised to report to work later than his/her  
27 normal starting time for the purpose of allowing him/her at least a full shift relief, s/he shall be paid  
28 only for hours worked.

1 (E) FIRST OR REGULAR DAYLIGHT SHIFT: An eight and one half (8-1/2) hour period or ten  
2 and one-half (10-1/2) hour period less thirty (30) minutes for meals on the Employee's time. Pay  
3 for a full shift period shall be a sum equivalent to eight (8) times or ten (10) times the regular hourly  
4 rate.

5 (F) SECOND SHIFT An eight and one-half (8-1/2) hour period or ten (10-1/2) hour period  
6 less thirty (30) minutes for meals on Employee's time. Pay for a full second shift period shall be a  
7 sum equivalent to their regular hourly rate as set forth in Schedule "A", plus a two dollar (\$2.00)  
8 per hour.

9  
10 (G) THIRD SHIFT: An eight and one-half (8-1/2) hour period or ten (10-1/2) hour period less  
11 thirty (30) minutes for meals on Employee's time. Pay for a full third shift period shall be a sum  
12 equivalent to the regular hourly rate as set forth in Schedule "A", plus a two dollar (\$2.00) per hour.

13  
14 (H) TWELVE HOUR WORK SHIFTS: Completion of 36 hours worked (to include holiday pay  
15 but exclude paid time off) will be compensated as 40 hours straight time pay, and shall also be used  
16 for vacation, holiday, and all fringe benefit funds such as health and pension plans. A thirteen (13)  
17 hour period less sixty (60) minutes for meals on Employee's time. Two (2) thirty minute lunch  
18 periods, every four (4) hours on employee's time shall be allowed. A lunch period shall be allowed,  
19 on the Employer's time, at the end of shift if required to work overtime. In the event the employer  
20 elects to run back to back twelve hour shifts (production running 24 hours a day) established lunch  
21 periods shall be modified to ensure they do not interfere with production operations.

22 (I) All shifts and twelve hour work shift employees shall have one unpaid meal period at  
23 the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods  
24 of ten (10) minutes each, one (1) in each half of a full-time shift. Employees may not forego a meal  
25 or break period to curtail the length of their working day. However, when working an overtime shift  
26 (work shift that is not part of the employee's normal work week), employees may be given the  
27 option to waive a meal break as provided by law. When this option is provided, the waiver shall be  
28 determined by a majority vote of the employees working the shift.

- 29 1. Where the nature of the work permits an employee to take an intermittent rest  
30 period equivalent to ten (10) minutes for each half shift worked, scheduled rest  
31 periods are not required.

1 (J) Employees will be assigned in accordance with the provisions of this Agreement to  
2 work one of the following schedules:

- 3 1. Five (5) consecutive days of eight (8) hours followed by two (2) consecutive days off.
- 4 2. Four (4) days of ten (10) hours followed by three (3) consecutive days off.
- 5 3. Three (3) consecutive days of twelve (12) hours followed by four (4) consecutive  
6 days off. Completion of 36 hours worked will be compensated as 40 hours straight  
7 time pay, and shall also be used for vacation, holiday, and all fringe benefit funds  
8 such as health and pension plans. However, failure to work (exclude holiday) the  
9 three consecutive twelve hour shifts will result in compensation, vacation, overtime  
10 calculation etc., to be based on actual hours worked.
- 11 4. As noted above ((J) 2.-3.) work schedules may change when necessary to meet  
12 production commitments, on specific projects, processes, machines or work  
13 stations. If the Employer has an alternate shift need, the Employer has the right to  
14 fill that need. In such situations the Employer shall provide the Union with 48 hours'  
15 notice of such schedule modification. The Employer will first attempt to fill  
16 alternate shifts required through volunteers. If the Employer is not able to fill the  
17 alternate shift requirement through volunteers that possess sufficient skills and  
18 abilities to perform required work, alternate shifts shall be assigned on an individual  
19 basis by the Employer

20 (K) No work schedule is permitted which would result in the payment of overtime for  
21 hours worked during the regular work shift.

22 (L) Start times and lunch for all shifts will be established by the Employer and will be  
23 dependent on the nature of the work available.

24 (M) Hours for Saturday work shall be as follows:

- 25 1. **Day Shift:** Shall start at 5:00 A.M. and end at 1:00 P.M. with a ten (10) minute break  
26 at 8:00 A.M. and 11:00 A.M. with eight hours pay.
- 27 2. **Swing Shift:** Shall start at 1:00 P.M. and end at 8:30 P.M. with a ten (10) minute  
28 break at 3:30 P.M. and 6:30 P.M. with eight hours pay.

## 29 **SECTION 8 - OVERTIME PAY**

30 (A) Time worked over forty (40) hours or thirty six (36 plus 4 benefit hours) for three  
31 twelves shift per week shall be paid at the rate of time and one half (1- 1/2) the straight time regular  
32 rate, as further defined in section B. Hours worked past these threshold will result in two (2) times  
33 the employees straight time hourly rate as further defined in section B.

1 (B) All work done by an employee on a 5 (five) / 8 (eights) schedule shall be paid for at the  
2 rate of one and one-half (1 -1/2) times such employee's current regular straight time hourly rate  
3 for the first eight (8) hours and two (2) times such employee's current regular straight time hourly  
4 rate thereafter, provided such employee has worked forty (40) straight time hours in the week  
5 preceding their shift. All work done by an employee on a 4 (four) / 10 (tens) schedule shall be paid  
6 for at the rate of one and one-half (1-1/2) times such employee's current regular straight time  
7 hourly rate for the first ten (10) hours and two (2) times such employee's current regular straight  
8 time hourly rate thereafter, provided such employee has worked forty (40) straight time hours in  
9 the week preceding. All work done by an employee on a 3 (three) / 12 (twelve) schedule shall be  
10 paid for at the rate of one and one-half (1-1/2) times such employee's current regular straight time  
11 hourly rate for the first twelve (12) hours and two (2) times such employee's current regular straight  
12 time hourly rate thereafter, provided such employee has worked thirty six (36) straight time hours  
13 in the week preceding. Employees who fail to work forty (40) straight time hours in the week  
14 preceding will be paid such employee's current regular straight time hourly rate until the forty (40)  
15 straight time hours are completed. For purposes of computing overtime, holiday and Paid Time Off  
16 (PTO) shall be considered as time worked. Compensation shall not be paid more than once for the  
17 same hours under any provision of this Agreement, i.e., whenever two or more overtime rates of  
18 pay may appear applicable to the same hour or hours worked by an employee, there shall be no  
19 pyramiding or adding together of such overtime rates.

20  
21  
22 (C) All work done by an employee on any recognized holiday specified in the succeeding  
23 Section or day observed as such, shall be paid for at over time such employee's current regular  
24 straight-time hourly rate; however, employees assigned to the second and third shift(s), if any, for  
25 the preceding day shall complete such shift(s) on the morning of such holiday at the rate applicable  
26 for the preceding day.

27 (D) If the employer has an overtime requirement, special agreements will be utilized  
28 where necessary to increase market share and work opportunities by mutual consent of the  
29 parties. They will be written as "Letters of the Agreement" for each project.

1 **SECTION 9 - RECOGNIZED HOLIDAYS - HOLIDAY PAY**

2 (A) An Employee who works an eight (8) hour, five (5) day a week shift shall receive  
3 eight (8) hours at the straight time day shift rate of pay, or an employee who works a ten (10)  
4 hour, four (4) day a week shift shall receive ten (10) hours at the straight time day shift rate of  
5 pay, or an employee who works a twelve (12) hour three day a week schedule shall be paid  
6 at the straight time day shift rate for the following holidays, provided the employee works  
7 the workday before and after the designated holiday or has received advanced approval  
8 from their supervisor to take the day before/after the respective holiday.

9 (B) The following shall be recognized as paid holidays: **NEW YEAR'S DAY, DAY BEFORE**  
10 **OR AFTER NEW YEAR'S, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR**  
11 **DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, CHRISTMAS DAY, and THE DAY**  
12 **BEFORE OR AFTER CHRISTMAS.**

13  
14 (C) Should any of the above holidays fall on Sunday, the day observed by the Nation  
15 shall be considered a holiday and compensated accordingly. In cases where the above listed  
16 holidays fall on Saturday, the preceding Friday OR Monday, at the Employers discretion, shall  
17 be observed as the holiday.

18 (D) With the exception of employees scheduled to work a twelve hour work shift, if  
19 the date of observance of a holiday falls on an employee's regular day off, the employee  
20 shall receive an alternative day off within the same work week of the holiday. Employees  
21 working a twelve hour work shift on a week when a designated holiday falls on their regularly  
22 scheduled day off, shall receive 12 hours holiday pay at the straight time day shift rate in lieu  
23 of an additional day off.

24 (E) With mutual consent of the employee and employer, employees may work on an  
25 observed holiday at the straight time rate of pay and may take an alternative day off during  
26 the work week in lieu of holiday pay.



1 **SECTION 10 - CLASSIFICATIONS AND RATES OF PAY**

2 (A) On the effective date of this Agreement, each employee shall be classified in  
3 accordance with the classification of the work he/she performs as set forth in Schedule "A"  
4 attached hereto and made a part hereof.

5 (B) Should the Company undertake work operations not covered by the classifications set  
6 forth in Subsection (A) of this Section, such work operations shall be classified and minimum wage  
7 rates established therefor through prompt negotiations between the Company and the Union.  
8 Such negotiations shall be commenced and completed as soon as practicable. When such  
9 classifications and wage rates have been determined, they shall become effective at the time such  
10 production operations commence.

11 (C) The Company may pay more than the minimum rate for an employee to be designated  
12 as "premium pay". Such premium pay may be reduced at the discretion of the Company, but in no  
13 event shall an employee be paid less than the minimum pay rate stipulated for the position or  
14 classification within this agreement. It is agreed that Supervisor or Lead duties may be reclassified  
15 accordingly at any time. Effective ratification of the agreement on October 30, 2023 in year one  
16 only all the following classifications will receive an additional increase to wage as reflected in the  
17 Schedule A.

<b>Title</b>	<b>Increase to Wage</b>
Mechanic I	\$4.70
Mechanic 2	\$1.60
Machinist I	\$6.79
Machinist 2	\$4.37
Press Brake/Roll Operator	\$1.62
Fitter I	\$2.39
Welder I	\$2.39
Welder 2	\$1.50
Burner	\$1.59
Painter/Blaster I	\$2.29
Specialist I	\$2.29

Specialist 2	\$1.42
Electrician Helper I	\$2.13
Electrician Helper 2	\$1.34
Helper I	\$1.88

1  
2 (D) When an employee is required to perform work listed at a higher rate of pay than  
3 his/her established classification provides, he/she shall, after performing such work for 40 hours  
4 within a 30 day period, be paid the higher scale of wages until this particular assignment is  
5 completed and he/she is returned to his/her regular duties.

6 (E) When four (4) or more employees are employed in any shop, without a supervisor on  
7 site, the Company shall select a Supervisor, who may be a member of the Union, and who shall  
8 receive at least ten (10%) percent per hour above the specified minimum wage rate of the  
9 Mechanic #1 classification. When less than four (4) employees are employed in a shop, or where  
10 the Company operates a second or third shift with less than four (4) employees, a Lead shall be  
11 selected by the Company, who must be a member of the Union, and who shall receive not less than  
12 five (5%) percent per hour above the minimum wage rate of their current classification. Employees  
13 classified as Lead at ratification of this Agreement will maintain their Lead rate under the previous  
14 agreement.

15 (F) Second Class Helpers shall be defined as persons employed to assist employees in the  
16 performance of their duties. A Second Class Helper may operate simple machines such as drill  
17 presses and grinders and do filing, oiling, loading and unloading of materials, assist in operation of  
18 machinery when needed and do other work generally recognized as Helper's work. A Second Class  
19 Helper (with greater than 180 days seniority) may be permitted to do tack welding.

20  
21 **SECTION 11 - PAY DAYS, BONUS AND PIECE WORK**

22 (A) Employees shall be paid on a regular designated pay day once each week in cash or its  
23 equivalent before the end of the shift. When an employee is laid off or discharged, such employee  
24 shall be paid off not later than the next reasonable pay day, in cash or its equivalent. The company  
25 to provide electronic pay statement for those who elect to utilize direct deposit on the designated

1 pay date. Individuals who decline this option will receive their pay check on the designated pay  
2 date.

3 (B) There shall be no piece or contract work performed by the employees to whom this  
4 Agreement is applicable. The foregoing shall not be interpreted to mean that a Company cannot  
5 sublet work to another Company.

6 (C) Longevity bonus of \$250 on employee's anniversary date for employees who have  
7 completed 20 years of Service and above. Eligibility for the longevity bonus consists of no written  
8 corrective actions or higher in the preceding twelve (12) months and it is the employee's  
9 responsibility to apply not later than two weeks after their anniversary to be verified by the  
10 Employer for payment.

11  
12 **SECTION 12 - REPORTING AND/OR CALL-IN PAY**

13 (A) When an employee reports for work on his/her regular shift or reports for work during  
14 the regular work week (Monday through Friday) by order of the Company and is not put to work  
15 for at least four (4) hours, such employee shall be paid his/her regular rate of pay for at least four  
16 (4) hours on that particular date, and if such employee is put to work and works more than four (4)  
17 hours, he/she shall be paid his/her regular straight-time hourly rate for at least eight (8) hours  
18 whether eight (8) hours work is performed or not; provided, however, that the employee shall be  
19 paid for only the actual hours worked in the event of machinery breakdown, power failure, Act of  
20 God, or any other condition completely beyond the control of the Company. When an employee  
21 is requested to report for work on a premium day (Saturday, Sunday or Holiday), the employee  
22 shall be paid a minimum of four (4) hours at his/her regular straight-time rate if not put to work. If  
23 put to work, the employee shall be paid the premium rate for all hours worked but in no case shall  
24 this amount be less than four (4) hours at the employee's straight-time rate.

25 (B) Any employee injured at the Company's plant, who is sent to a doctor and returns to  
26 work during his/her regular working hours the same day, shall be paid by the Company the  
27 applicable wage rate for such time thereby lost on such day by such employee.

28 (C) Employees asked by the company to transfer to a work location in another state will  
29 be reviewed for premium pay to offset the cost of taxation.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**SECTION 13 – PAID TIME OFF (PTO)**

All employees (See Employee Classifications and Categories) receive Paid Time Off (PTO). Benefits are provided for use on illness, injury, and also to provide opportunities for rest, relaxation away from work, personal pursuits. PTO is granted through an hour’s bank. The Vigor Works PTO policy meets the provisions and is in accordance with any and all Washington and Oregon state and local ordinances, rules and laws.

Employees can use PTO for any reason that requires an absence from work, including vacation, illness or injury, bereavement, medical appointments, family care, other personal business and reasons covered by the Oregon Family Leave Act (OFLA) and Oregon Paid Leave (OPL) and Family Medical Leave Act (FMLA) and Washington Paid Family and Medical Leave (PFML). The company may require additional information, forms, certification, or verification depending on your reason for using PTO, in accordance with federal, state and local laws.

Employees who are eligible for FMLA/OFLA/PFML who are absent using PTO for reasons the Company believes qualify as FMLA/OFLA/PFML may be allowed or requested to provide health care provider certifications under the FMLA/OFLA/PFML in order to determine if an absence qualifies as FMLA/OFLA/PFML.

Paid Time Off (PTO) benefits shall accrue according to the following schedule:

Completed Years of Service	Hours per Year	Maximum Carryover Hours
0-4	80	120
5-9	120	160
10+	160	220

Accrual begins on the employees first day of employment. Employees are eligible to use PTO following the completion of 90 days of employment Paid Time Off (PTO) accrues only on hours worked.

The Employer provides for some level of PTO carry over to provide for some scheduling flexibility, however, PTO accrual will stop accruing (leave is forfeited) when the maximum allowed has been reached. The benefit will begin accruing again when sufficient time off is taken so the amount accrued drops below the maximum. The employee may carry over some unused PTO

1 into the next leave years as shown in the chart above.

- 2 • Once an employee has met eligibility they retain qualification in subsequent years.
- 3 • Upon termination of employment, or voluntary quit, employees will be paid for all
- 4 accrued unused PTO earned through the last day of work unless they request to keep
- 5 in hours' bank.

6 Upon termination, accrued PTO is paid at the employee's regular rate of pay as defined  
7 in applicable paid sick leave law. Employees may not elect to extend employment beyond the  
8 last day of work by using accumulated PTO.

- 9 • Employees who want to use their Paid Time Off PTO as vacation, should request the
- 10 time off as early as possible so that arrangements for coverage can be made. Requests
- 11 require the formal approval of the immediate supervisor or manager except when
- 12 usage is unforeseeable such as sick time.

- 13 • To request time off, the employee must submit a PTO Request Form. The Company
- 14 will make every effort to grant the employees request. However, the Company
- 15 reserves the right to schedule times according to production or work demands except
- 16 when the time off is due to illness and/or unforeseeable event. Conflicting requests
- 17 for the same PTO, when requested for use as vacation usage, will be granted to the
- 18 employee who requested the time off in writing the time first. If two written requests
- 19 are received at the same time for the same PTO date(s), then years of service will be
- 20 the deciding factor.

- 21 • Employees who have an unexpected need to be absent from work should notify the
- 22 direct supervisor before the scheduled start of the work day, and follow the provisions
- 23 of the call-in policy. If it is impracticable for the employee to provide timely notice of
- 24 the need for leave, someone else may provide the initial notice on the employee's
- 25 behalf. In that case, the employee is expected to follow up with the supervisor as
- 26 soon as possible.

- 27 • PTO may be used in smallest minimum increment in which they are paid of .25 hour

- 28 • PTO may be used after meeting the above eligibility requirement.

29 **Notification and Rights**

30 Medical certification may be required for any illness or injury related absence which  
31 extends beyond three days. An employee absent for more than 3 days may be requested to present  
32 this medical certification to the supervisor within fifteen days of the employee's return to work.

33 Except as otherwise approved by the Exec. Vice President of Human Resources, no employee  
34 shall be allowed to take PTO not yet earned. No employee will suffer discrimination or retaliation  
35 for requesting, using, or making a complaint that they are not receiving PTO in accordance with

1 this policy or any Federal, State, County or City law. Employees may file a complaint with the  
2 applicable agency (i.e. Bureau of Labor and Industries in Oregon etc.) if they feel PTO has been  
3 denied or if they believe they have suffered retaliation for requesting or taking-PTO. Employees are  
4 encouraged to bring any concerns to Vigor's Human Resource department about the use of PTO or  
5 possible retaliation.

6  
7 **SECTION 14(A) - MEDICAL AND DENTAL BENEFITS**

8 (A) The Company shall maintain in full force and effect, for each of its employees to whom  
9 this Agreement is applicable, the health, welfare, and other benefits set forth in the booklet and/or  
10 specimen policy attached hereto and made a part hereof, including any additional benefits which  
11 hereinafter may be incorporated in an amendment to such booklet and/or specimen policy. The  
12 rules and regulations governing such benefits shall be as set forth in said booklet and/or specimen  
13 policy, and such rules and/or regulations shall not be changed except by mutual agreement  
14 between the Company and the Union. The Company likewise agrees to maintain in full force and  
15 effect the benefits provided for in said booklet and/or specimen policy which are applicable to its  
16 employees and dependents.

17 (B) Effective at ratification, the Company will contribute 90% the cost of the UMTA Trust  
18 Medical and Dental A, B & C for Employee and Spouse, Employee and Children or Family coverage.  
19 The employee will be responsible for 10% of the cost of the UMTA Trust Medical and Dental plan  
20 to which they have enrolled through a payroll deduction.

21 (C) Employees will be offered the option of participating in a 125 Plan (attached form).

22 (D) Eligibility - First of calendar month following date of hire. New hires covered under a  
23 UMTA Trust 14(A) medical plan with their former employer will be eligible the first of the following  
24 calendar month (provided coverage is not broken).

25 (E) The Company will recognize "domestic partners" as defined by the City of Portland  
26 Human Resources Administrative Rules (Section 2.05 for the year 2007) for health benefits, subject  
27 to the limitations of UMTA Trust and their associated insurance providers.

28 (F) If medical and dental benefit rates increase substantially for employee or the  
29 Company, or there are significant changes in coverage, the Company and the Union may consider

1 other benefit plans or providers which may offer more favorable rates and benefits to employees  
2 and the Company.

3 (G) It is understood that the UMTA Trust shall be responsible to comply with all applicable  
4 provisions of the Affordable Care Act and agrees that it will offer minimum value affordable  
5 coverage as defined by the ACA. In the event any Trust is not in compliance with the Affordable  
6 Care Act, the Company and the union representative for the affected employee group shall meet  
7 and determine the appropriate action that needs to be taken.

8 (H) The Company shall provide employees with a base life insurance policy in the amount  
9 of one (1) times their annual base earnings, with a minimum of \$50,000. Employees may opt for  
10 coverage up to \$150,000 and any life insurance option over \$50,000, premium payments are  
11 deducted from pay.

#### 12 13 **SECTION 14(B) – RETIREMENT**

14 (A) Beginning **October 25, 2023** and continuing for the remaining term of this agreement,  
15 the Company shall pay **one dollar and twenty (\$1.20) cents per hour** for each hour worked by each  
16 employee having been employed for thirty (30) calendar days or more to Employers-Shopmen's  
17 Local Union No. 516's Pension Fund. The Company's payments shall be used solely for the purpose  
18 of providing pension benefits for eligible employees and applicable administration costs.

#### 19 **Pension Rehabilitation Plan.**

- 20 1. Beginning October 25, 2023-the Company agrees to adopt Alternate Schedule # 4  
21 of the Pension Rehabilitation Plan.
- 22 2. It is understood the supplemental contribution required by the Pension  
23 Rehabilitation plan will be paid by reducing the total package of the Employee by  
24 80% of the amount of the pension adjustment, effective when the pension  
25 adjustment becomes effective. The Employer agrees to provide 20% of a required  
26 pension surcharge amount. The attached Schedule A rate reflects the net hourly  
27 wage after employee deductions related to the Pension Rehabilitation plan. Note:  
28 This will result in a deduction from the employee's total package.
- 29 3. In the event a pension adjustment that resulted in a wage reduction under this  
30 provision ceases to apply, the wage-rate reductions imposed because of the  
31 pension adjustment will be reversed, effective when the pension adjustment ceases  
32 to apply to the Employer.

1 (B) The Pension Fund shall be a Trust Fund and shall be established by an Agreement and  
2 Declaration of Trust between the Shopmen's Local Union No. 516 and the Steel and Wire  
3 Fabricators Association, Inc. which will provide:

- 4 1. That the Pension Fund be administered by an equal number of Steel and Wire  
5 Fabricators Association, Inc. and Shopmen's Local Union No. 516 representatives  
6 who shall be known as "Trustees";
- 7 2. That the Trustees shall determine all questions as to the nature and amount of  
8 pension benefits and the rules of eligibility for such benefits;
- 9 3. That other companies having collective bargaining agreements with the Union may  
10 become contributing employers and parties to the Trust Agreement, subject to the  
11 approval of the Board of Trustees;

12 (C) That the Plan of Benefits adopted by the Trustees shall be approved by the Bureau of  
13 Internal Revenue as a qualified plan, if such approval is required by law. Payments by the  
14 "Company" to said "Pension Fund", as provided for in Subsection (A), shall be transmitted by the  
15 "Company" to the Trustees of said "Pension Fund" not later than the 15th day of each month for  
16 the preceding month. Failure of the Company to make such monthly payments by the above-stated  
17 date shall constitute a breach of this Agreement and notwithstanding any other provisions  
18 contained in this Agreement, the Union shall have the right to remove its members from the plant  
19 or plants of the Company covered by this Agreement until such time as the Company does transmit  
20 such payment to said Trustees.

21 (D) Beginning with the effective date of this Agreement, the Company shall transmit to the  
22 administrative office for the Pension Trust a report each month of all hours worked by each  
23 employee for the preceding month.

24 (E) **WITHDRAWAL FROM PENSION PLAN:**

25 Going forward under the 2019 ratified Vigor Works agreement, the Employer may  
26 trigger the process set forth below if any of the following are met.

- 27 1. An individual Affiliate's Pension Plan is in Red Zone Status or Yellow Zone Status and  
28 the funding percentage is declining.
- 29 2. The funding percentage of a Green Zone Plan is declining by 7.5% for three or more  
30 consecutive years. However, neither triggers (a) or (b) shall apply to any plan that  
31 remains funded at a level of 80% or greater.



1           3. A plan triggers withdrawal liability for the Employer.

2           **(F) PROCESS FOR WITHDRAWING**

- 3           1. The Employer and the Representatives for the affected Affiliate(s) agree to bargain  
4           over withdrawal from the Affiliate's Pension Plan, what an appropriate new  
5           Retirement Plan will be, what the appropriate contribution rate shall be for all hours  
6           worked, when the proposed effective date of the new Retirement Plan will take  
7           effect, and any other details that are pertinent.
- 8           2. The foregoing bargaining will be treated as a reopener of Section 14 (B) of the  
9           Agreement. It will take place for 90 days.
- 10          3. If the parties are able to reach agreement,
- 11           a. The Union will set up a meeting with all of the affected Bargaining Unit  
12           Members to go over the Agreed-upon Retirement Plan and also explain the  
13           reason(s) for the Retirement Plan Change, and
- 14           b. The Union will conduct a vote of the Bargaining Unit to determine whether or  
15           not they are agreeable to move from their current Pension Plan into the new  
16           Retirement Plan.
- 17           c. Any agreement to withdraw from the Affiliate's Pension Plan will be subject to  
18           the Trust's normal approval process.
- 19           d. If the parties are unable to reach agreement, the parties will be deemed to be  
20           at bargaining impasse and the Employer and the Union will have all rights  
21           available under such an impasse, including that the Employer may unilaterally  
22           implement its final offer, the relevant Trust Agreement will be discontinued, and  
23           Section 21 of the Agreement will be suspended.

24  
25           **SECTION 14(C) - CHECK-OFF FOR WESTERN STATES IRONWORKERS SHOPMEN'S 401(k) PLAN**  
26           **AND TRUST**

27           Effective September 1, 1999, the Company and the Union agree to provide for wage  
28           deferral for employee elected contributions to the Ironworkers Shopmen's Local Union No. 516  
29           401(k) Plan and Trust (the "Plan") in accordance with this Section 14(C) Subsection (E). Providing  
30           the Plan continues IRS Section 401(a) qualification and constitutes a cash or deferred amount under  
31           IRS Section 401(k), the Company will make the wage deferrals as pre-income tax contributions. The  
32           Company agrees to remit to the Plan the amounts deferred from employee wages within the time

1 period provided by applicable Federal law. The Company agrees to provide such wage information  
2 with respect to employees covered by this Agreement as may be required by the administrator of  
3 the Plan to complete any IRS requirements or other applicable law. The Union warrants and  
4 represents to the Company that by entering into this Agreement that the Company does not  
5 become a sponsor or fiduciary of the Plan. The Union agrees to indemnify and hold harmless the  
6 Company from any and all claims, including reasonable costs and attorneys' and paralegals' fees  
7 through and including any appeals, by reason of administration, investments, fiduciary  
8 responsibilities or operation of the Plan, or for any other reason related to employee wage deferrals  
9 made and contributed to the Western States Ironworkers Shopmen's 401(k) Plan and Trust.

10 (A) The Company will pay seventy (\$.70) per hour for each hour worked by each employee  
11 who has completed a minimum aggregate of 1040 hours from the first date of employment to  
12 Western States Ironworkers Shopmen's 401 (k) Plan and Trust. Employees who are employed as  
13 of the effective date of this agreement shall be considered to have met this requirement for  
14 purposes of applying this section. Future hires will be able to voluntarily contribute wages to the  
15 plan effective the first of the month following their date of hire in accordance with the Plan  
16 provisions.

17 (B) Effective September 1, 2024 the Company agrees to contribute **Seventy Five Cents**  
18 **(\$0.75)** per hour per employee to the Western States Ironworkers Shopmen's 401(k) Plan and  
19 Trust.

20 (C) Effective September 1, 2025 the Company agrees to contribute **Eighty Cents (\$0.80)**  
21 per hour per employee to the Western States Ironworkers Shopmen's 401(k) Plan and Trust.

22 (D) Payments by the "Company" to said "401(k) Plan and Trust", as provided for in  
23 Subparagraph (A), shall be transmitted by the "Company" to the administrative office of said  
24 "401(k) Plan and Trust", not later than the 15th day of each month for the preceding month. Failure  
25 of the Company to make such monthly payments by the above-stated date shall constitute a breach  
26 of this Agreement and notwithstanding any other provisions contained in this Agreement, the  
27 Union shall have the right to remove its members from the plant or plants of the Company covered  
28 by this Agreement until such time as the Company does transmit such payment to said Trustees.

1 (E) Beginning with the effective date of this Agreement, the Company shall transmit to the  
2 administrative office for the 401(k) Plan and Trust a report each month of all hours worked by each  
3 employee for the preceding month.

4 (F) Grandfathered Employees who were fifty-five (55) years of age or older on September  
5 1, 2011 and elected to have all retirement contributions contributed to the pension plan may  
6 continue to do so. No other employees shall be eligible for this provision.

7  
8  
9 **SECTION 15 - ERECTION AND FIELD FABRICATION**

10 The provisions of this Agreement shall be applicable only to the employees of the Company  
11 comprising the bargaining unit described and set forth in Section 1 hereof, and to work done by  
12 such employees as described and set forth in such Section; and it is therefore specifically  
13 understood and agreed that the provisions of this Agreement shall not be construed as being  
14 applicable to erection, field fabrication or construction work, or to employees engaged in such  
15 work, and the Company agrees it will not require any employee covered by this Agreement to  
16 perform such work for the Company.

17  
18 **SECTION 16(A) - APPRENTICES AND TRAINEES**

19 (A) The provisions of this Agreement shall be applicable to Apprentices if any are  
20 employed by the Company. However, apprentices shall not be employed except in accordance  
21 with "Standards of Apprenticeship" approved by the Company, Union and the appropriate  
22 Governmental Agency.

23 (B) Each of the firms signatory to this Agreement and the Union shall mutually establish a  
24 training program, if requested by the Company; however, any training program established shall  
25 not be in conflict with this Agreement.

26 **SECTION 16(B) - APPRENTICESHIP AND TRAINING TRUST FUND**

27 (A) The Company shall pay **ten cents (\$0.10)** per hour for each straight time hour worked  
28 by each employee to Employers-Shopmen's Local No. 516's Trainee Trust Fund (hereinafter  
29 referred to as the "Trainee Fund"), and employees will pay **ten cents (\$0.10)** per hour for each

1 straight time hour he/she works to Employers-Shopmen's Local No. 516's Trainee Trust Fund. The  
2 Company's payments shall be used solely for the purpose of providing training for eligible  
3 employees and applicable administration costs.

4 (B) The Trainee Fund shall be a Trust Fund and shall be established by an agreement and  
5 Declaration of Trust between the Shopmen's Local Union No. 516 and the Steel and Wire  
6 Fabricators Association, Inc., of which the Company is a member, which will provide:

- 7 1. That the Trainee Fund be administered by an equal number of Steel and Wire  
8 Fabricators Association, Inc., and Shopmen's Local No, 516 representatives who  
9 shall be known as "Trustees";
- 10 2. That the Trustees shall determine all questions as to the nature and amount of  
11 trainee benefits and the rules of eligibility for such benefits;
- 12 3. That other Companies having collective bargaining agreements with the Union may  
13 become contributing employers and parties to the Trust Agreement, subject to the  
14 approval of the Board of Trustees.

15 (C) Payments by the "Company" to said "Trainee Fund", as provided for in Subsection (A)  
16 shall be transmitted by the "Company" to the Trustees of said "Trainee Fund" not later than the  
17 15th day of each month for the preceding month. Failure of the Company to make such monthly  
18 payments by the above-stated date shall constitute a breach of this Agreement and  
19 notwithstanding any other provisions contained in this Agreement, the Union shall have the right  
20 to remove its members from the plant or plants of the Company covered by this Agreement until  
21 such time as the Company does transmit such payments to said Trustees.

#### 22 23 **SECTION 16(C) - IMPACT CLAUSE**

24 Effective upon ratification of this Agreement and for the remaining term of this agreement,  
25 the Company shall pay zero (\$0) cents per hour for each hour worked by each employee and  
26 employees will pay zero (\$0) cents per hour for each hour he/she works to the Ironworker  
27 Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted cooperative Trust  
28 with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt  
29 organization under section 501(c) (5) of the Internal Revenue Code. The general purposes of the  
30 Trust include the improvement and development of the Ironworker Industry through Education,  
31 Training Communication, Cooperation and governmental lobbying and legislative initiatives.

1 The reporting, payment, frequency of payment and administration of such contributions  
2 shall be governed by the terms of the IMPACT Trust Agreement, policies and resolutions.

3 The Local Union shall be provided, each month, with a report which will include the hourly  
4 wage rate and all hours worked by each employee.

5  
6 **SECTION 17 – SENIORITY**

7 (A) Employees shall be regarded as probationary employees until they have worked for  
8 the Company within the bargaining unit described and set forth in Section 1 of this Agreement an  
9 aggregate total of 1040 hours worked within a period sixteen (16) months from the first date of  
10 employment, or from the first date of re-employment after a break in continuity of service with the  
11 Company, as the case may be, and during such probationary period all the provisions of this  
12 Agreement shall apply to such employees except the provisions of Subsection (B) of this Section.  
13 Probationary employees with less than 1040 aggregate hours may be discharged or laid off, which  
14 termination may be at will by the Company without regard to proper cause and the Company shall  
15 be under no obligation to re-employ such person. When employees have completed the  
16 aforementioned probationary period (excepting hours worked while on limited or light duty  
17 outside of their normal work functions/classification, which will extend their probationary period  
18 by the number of hours not engaged in their regular work), they shall have a plant-wide seniority  
19 status beginning with the date of employment within the bargaining unit and their continuous  
20 service shall commence as of such date. The continuous service and seniority status of an  
21 employee shall not be affected or interrupted as a result of layoffs, injury, illness, leaves of absence,  
22 or other cause not due to the voluntary act or fault of the employee; however, the continuous  
23 service of an employee and his/her seniority status shall be terminated for any of the following  
24 reasons, unless the Company and the Union, by agreement in writing, determine otherwise:

- 25 1. Absence of an employee from work for three (3) consecutive regular work days  
26 without having requested and received permission in writing to be absent, unless  
27 failure to request permission to be absent was due to circumstances beyond such  
28 employee's control.
- 29 2. Failure to report for work, and return to work, when laid off, within five (5) work  
30 days after transmission of written notice or telegram from the Company to the

1 employee's last known address of Company record that work is available in  
2 accordance with such employee's seniority status. A copy of such written  
3 notification or telegram shall be given to the Union's office within twenty-four (24)  
4 hours after the same is mailed or sent.

- 5 3. Discharge of an employee for proper cause.
- 6 4. When an employee resigns or quits. Failure of an employee to report to work and  
7 return to work following the conclusion of an approved leave of absence.
- 8 5. When an employee has not performed any work for the Company for twelve (12)  
9 consecutive months as a result of layoff by the Company or as a result of non-  
10 occupational illness or injury, it being understood that, by mutual agreement  
11 between the Company and the Union, the aforementioned twelve (12) consecutive  
12 month period will be extended to twenty-four (24) months in cases of work-related  
13 illness and/or injury.
- 14 6. The Company and the Union agree to comply with State and Federal Laws  
15 pertaining to industrial illness or injury.

16 (B) In all cases of promotions, demotions, when filling vacancies which may occur, when  
17 new work operations are created, when work operations are abolished, when work operations that  
18 have been abolished are re-established, and in all cases of increase or decrease of forces,  
19 preferences shall be given employees with the greatest length of continuous service, subject to  
20 their ability to perform the work operation in question efficiently, lead and supervisor positions  
21 excluded. In all cases of demotions, when work operations are abolished, and when decrease in  
22 forces occurs, the employee(s) affected may replace any junior employee assigned to a work  
23 operation which the senior employee is capable of performing efficiently; however, such senior  
24 employee may, in lieu of accepting a lower rated work operation, take time off (not to exceed  
25 twelve (12) months), and in that event such employee shall not be compelled to subsequently  
26 accept an assignment to a lower rated work operation as a condition of retraining his/her seniority  
27 status. Seniority shall not be invoked by an employee which would result in the displacement of  
28 another employee except as a result of the application of the foregoing provisions of this  
29 Subsection. The foregoing provisions of this Subsection shall not apply to probationary employees  
30 referred to in Subsection (A) of this Section; therefore; in all cases of decrease in forces, all  
31 probationary employees, if any, shall be laid off before any other employees are laid off.

1 (C) In order to facilitate the proper administration of this Agreement, the Union shall be  
2 furnished, upon request, information concerning the employment date, classification, and  
3 minimum rate of pay of any employee to whom this Agreement is applicable.

4 (D) Apprentices shall not acquire seniority under the provisions of this Section 17 except  
5 with respect to other Apprentices employed by the Company. However, Apprentices shall be given  
6 preference in accordance with their respective length of continuous service with the Company  
7 should it become necessary to layoff an Apprentice to maintain the proper ratio of Apprentices as  
8 provided for in the Standards of Apprenticeship referred to in Section 16(A) hereof. Upon  
9 successful completion of his/her apprenticeship, an Apprentice shall acquire a seniority status in  
10 accordance with his/her length of continuous service with the Company from the date of hire.

11 (E) An employee may request in writing to his/her supervisor to be placed on another  
12 shift. The supervisor will give serious consideration to the skills involved and, if possible, will honor  
13 the request if less senior employees are on the desired shift. If no satisfactory solution is reached  
14 between the employee and his/her supervisor, the employee may appeal directly to the designated  
15 Labor Relations Officer of the Company, who shall then discuss the matter with a Union  
16 Representative. The Labor Relations Officer's decision shall be binding and not subject to the  
17 grievance procedure.

18 (F) For the purpose of layoff and recall, the principle of seniority is hereby established for  
19 Employees in the Bargaining Unit who had gained seniority prior to ratification of the Agreement  
20 on 2/17/2016 (referred to as "grandfathered seniority"). In addition it is understood that any  
21 employee who was employed at ratification on 2/17/2016 will still be able to attain seniority in  
22 accordance with Section 17 (A). There shall be no seniority for newly hired bargaining unit  
23 employees as of the date of ratification of this Agreement. Grandfathered seniority shall apply to  
24 classifications as set forth in this Local Agreement, and by such classifications as may be agreed  
25 upon by the Employer and the Union. Employees with grandfathered seniority will retain their  
26 original seniority date.

27

1 **SECTION 18 - LEAVES OF ABSENCE, JURY DUTY, MILITARY SERVICE AND FUNERAL LEAVE**

2 (A) Leaves of absences, without pay, may be granted by the Company to any employee for  
3 reasonable cause, without prejudice to the employee's seniority or other rights. Application for  
4 leave of absence must be made in writing to a representative of the Company designated by it for  
5 such purpose and be approved in writing by such Company representative. A copy of the  
6 employee's application and approval thereof shall be given to the Chief Shop Steward for the  
7 Union. Generally such leave of absence will be for a period of not more than thirty (30) days, but  
8 may be extended for reasonable cause by mutual agreement between the Company and the  
9 employee. Employees granted "leaves of absence" shall be re-employed by the Company at the  
10 end of such leave if work is available in accordance with his/her accumulated seniority and, in any  
11 event, shall be re-employed as soon as work is available in accordance with such employee's  
12 seniority status. Any employee who, while on leave of absence, obtains employment with another  
13 employer without having obtained prior permission to do so from the Company and the Union shall  
14 be subject to discharge.

15 (B) Any employee who, after completing a minimum aggregate of 1040 hours from the  
16 first date of employment, is required to serve as a juror shall, for each such day, be paid by the  
17 Company the difference he/she receives for service as a juror, and the amount that would have  
18 been paid to such employee for eight (8) hours work at such employee's straight-time hourly rate,  
19 it being understood that if such employee is released by the Court from such service before noon,  
20 he/she shall report to work for the Company immediately following the regular lunch period and  
21 receive four (4) hours pay less that amount paid by the Court; however, if such employee is not  
22 released by the Court until after the regular lunch period, he/she will not be required to work for  
23 the Company until his/her next regular work shift and shall be paid for eight (8) hours at his/her  
24 regular straight time hourly rate less whatever amount he/she receives from the Court for service.  
25 Any employee who, at the time he/she is accepted as a juror, is employed on the second or third  
26 shift he/she will be transferred to the first shift for the duration of jury duty requirements. Jury  
27 duty pay is limited to a maximum of one hundred twenty (120) hours per year. In the event key  
28 employees are called for jury duty, the Company shall have the right to request of the employee  
29 that such employee request to be excused as a juror. Within twenty-four (24) hours after receipt



1 of subpoena or summons, same shall be submitted by the employee to his or her immediate  
2 supervisor, which shall constitute proper notice that such employee will be absent from work on  
3 the day or days specified in such subpoena or summons.

4 (C) Employees covered by this Agreement who enter military service shall be reinstated  
5 upon their release from military service in accordance with applicable State and Federal Law.

6 (D) Family, medical and/or sick leave will be provided in accordance with Company policy  
7 and applicable State and Federal law.

8 (E) Up to five days (5) of paid bereavement leave due to the death (or imminent death) of  
9 a spouse or domestic partner, and up to three (3) scheduled work days of paid leave may be  
10 authorized in the event of imminent death or upon the passing of the employee's other immediate  
11 family members as indicated herein: the employee's child/step-child, parent/step-parent, sibling,  
12 sibling-in-law, grandparent, grandchild, spouse of a child, parent-in-law, any other relative residing  
13 in the same house or person acting in the capacity of an immediate family member. All bereavement  
14 leave must receive prior supervisory approval.

15 (F) If necessary for health or travel reasons, additional working days may be allowed with  
16 approval of the Company President or his/her designee. The additional approved days will be  
17 deducted from the employee's accumulated vacation leave or may be taken as unpaid leave  
18 (subject to supervisor approval).

19 (G) Employees shall give their Supervisor as much notice as possible of the need for time  
20 off so arrangements can be made to cover the absence. The Employee's Supervisor will decide  
21 whether to grant paid bereavement leave after consulting with management. Employees may be  
22 asked to verify family relationship and death. Bereavement leave shall be paid at the employee's  
23 straight time hourly rate.

## 24 25 **SECTION 19 - GRIEVANCES AND/OR DISPUTES**

26 (A) Shop Stewards shall be appointed by the Union from among its members employed by  
27 the Company covered by this Agreement, as follows:

- 28 1. One Shop Steward shall be appointed in shops employing less than twenty (20)  
29 employees.

- 1           2. One Chief Shop Steward and one Assistant Shop Steward shall be appointed in  
2           shops employing twenty (20) but less than (50) employees.
- 3           3. One Chief Shop Steward and two (2) Assistant Shop Stewards shall be appointed in  
4           shops employing fifty (50) or more employees.
- 5           4. Shop Stewards shall not be discriminated against for performing their duties as  
6           hereinafter provided for, nor shall any employee be discriminated against for  
7           presenting a grievance or dispute or consulting with a Shop Steward about any  
8           complaint or grievance he/she may have, however, Shop Stewards Union activities  
9           shall not interfere with regular work assignments. The Union shall keep the  
10          Company informed of the names of its members who are appointed as Shop  
11          Stewards.

12           (B) Should any grievance, difference or dispute arise between the Company and the  
13          Union, or between the Company and an employee, or employees, or both, an earnest effort shall  
14          be made to settle such grievance, difference or dispute in the following manner:

15          Step 1: Grievance in order to be valid must be filed, in writing, within ten (10) working  
16          days of the occurrence grieved. Within three (3) days of filing, the grievance  
17          shall be considered by the Shop Steward and the Superintendent or Supervisor.  
18          If not settled, the grievance, difference or dispute shall be processed as  
19          provided for in Step 2. Except in the case of a violation of seniority rights in the  
20          layoff and rehire of employees, the time element for filing a grievance is  
21          extended to the time the grievance is made known to both parties.

22          Step 2: Within an additional ten (10) working days, an unresolved grievance shall be  
23          considered by a designated representative of the Union, with or without the  
24          assistance of a Shop Steward, and a designated representative of the Company.  
25          If not settled within twenty (20) working days of its filing, an unresolved  
26          grievance, difference or dispute shall, upon the request of either party, be  
27          processed as provided for in Section 20 of this Agreement.

28           (C) In the event a complaint arises between the Company and the Union, in connection  
29          with the application, interpretation or alleged violation of any provision of this Agreement, the  
30          complaining or aggrieved party shall submit notice thereof to the other. Within three (3) days  
31          thereof (Saturdays Sundays and Holidays excluded), the Union's Business Agent, or other  
32          designated representative of the Union, shall meet with a designated representative of the  
33          Company, who shall endeavor to arrive at an adjustment satisfactory to both parties involved, and,  
34          failing to do so, such complaint shall be processed as hereinafter provided for in Section 20.

1

2 **SECTION 20 – ARBITRATION**

3 (A) Any grievance or dispute between the Company and the Union or between the  
4 Company and an employee(s) that has been processed in accordance with the provisions of the  
5 preceding Section of this Agreement but not satisfactorily settled shall, upon the written request  
6 of either party to this Agreement, be submitted to arbitration by an impartial Arbitrator to be  
7 selected by mutual agreement of the parties. If within five (5) work days after receipt of such  
8 written request, the parties are unable to agree upon an Arbitrator, the Director of the Federal  
9 Mediation and Conciliation Service shall be requested to submit the names of five (5) disinterested  
10 persons qualified and willing to act as impartial arbitrators. From such list, the Company and the  
11 Union shall each, alternately, strike one name until four (4) names have been eliminated and the  
12 person whose name remains on the list shall be selected to act as the impartial Arbitrator. The  
13 procedure to be followed in submitting the difference or dispute to the Arbitrator shall, unless  
14 agreed upon by the parties within three (3) work days after the selection of the Arbitrator, be  
15 determined by the Arbitrator. The Arbitrator's decision shall be submitted in writing within thirty  
16 (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of  
17 the Arbitrator, so rendered, shall be final and binding upon the employee(s) involved and upon the  
18 parties to this Agreement and judgment thereon may be entered in any Court having jurisdiction.  
19 The compensation and necessary expenses of the Arbitrator shall be borne equally by the Company  
20 and the Union.

21 (B) The foregoing provisions for arbitration are not intended and shall not be construed as  
22 in anywise qualifying or making subject to change any term or condition of employment specifically  
23 covered by this Agreement, nor shall they apply to any dispute as to the terms of provisions to be  
24 incorporated in any proposed new agreement between the parties. The Arbitrator shall not have  
25 the right to add to, subtract from, modify or disregard any of the terms or provisions of this  
26 Agreement. However, the Arbitrator is hereby authorized and empowered to make the decision  
27 and award retroactive, if, in his/her judgment, circumstances justify such an award. Any dispute  
28 between the parties as to the interpretation or construction to be placed upon the award made as  
29 hereinabove provided for shall be submitted to the impartial Arbitrator who made the award, who  
30 may thereupon construe or interpret the award so far as necessary to clarify the same, but without

1 changing the substance thereof, and such interpretation on construction shall be binding upon all  
2 parties.

3  
4 **SECTION 21 - WORK STOPPAGES, STRIKES AND LOCKOUTS**

5 (A) The Company and the Union agree that grievance procedure provided herein is  
6 adequate to provide a fair and final determination of all grievances that may properly arise under  
7 the terms of this Agreement, and shall be the sole means of disposing of grievances. It is the desire  
8 of the Company and of the Union to avoid strikes and work stoppages and lockouts.

9 (B) The Union agrees that neither it, nor its members, individually or collectively will,  
10 during the term of this Agreement, cause, permit, approve or take part in any strikes, picketing, sit-  
11 down, stand-in, slow-down or other curtailment or restriction of production or interference with  
12 work in or about the Company's plants or premises, except for refusal of the Company to arbitrate  
13 in accordance with Section 20 entitled "Arbitration", or failure to abide by the decision of the  
14 impartial umpire.

15 (C) The Company may discipline or discharge any employee who shall engage in conduct  
16 prohibited hereby and, in such event, such discipline or discharge shall not be subject to review  
17 upon any ground other than that the employee did not engage or take part in such conduct. Such  
18 discipline or discharge shall be imposed within seven (7) working days after such violation has  
19 terminated, otherwise, such discipline or discharge shall be subject to the regular grievance  
20 procedure.

21 (D) During any period in which employees are engaged in any violation of this Section, the  
22 Company will not be required to bargain with representatives of the Union with respect to the  
23 employees engaged in such violations.

24 (E) In the event that a violation of this Section occurs or impends, the Union in good faith  
25 (1) Will make every effort to prevent it or to terminate it, as the case may be; (2) Will immediately  
26 post notice throughout the entire Plant(s) affected thereby, on the Union's bulletin boards referred  
27 to in this contract, which notices shall be in the form hereinafter quoted in this Subsection (E), and  
28 signed by the President or Vice-President and the Recording Secretary of the Union and/or an  
29 authorized officer of the International Union; and (3) Will take such further steps as it, in its

1 discretion, considers reasonable and appropriate under the circumstances, in order to prevent such  
2 violations or to bring it to an end, as the case may be:

3 "To All Members of Regional Shop Local Union No. 516 of the International  
4 Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

5 Dated: You are advised that certain action took place today in this plant. This  
6 action was unauthorized by both the Local and International Union.

7 You are directed to promptly return to your respective jobs and cease any action  
8 which may affect production. The grievance(s) in dispute will be processed through  
9 the regular grievance procedures provided for in your contract.

10 If conditions do not return to normal immediately, we feel that the Company is  
11 justified in permanently replacing you with new employees."

12 (F) The Company agrees that in consideration of the due performance by the Union of the  
13 undertakings herein assumed by it with respect to preventing and terminating violations of this  
14 Section, there shall be no liability on the part of the Union, its officers, agents, or on the part of its  
15 members as such, for damages or otherwise.

16 (G) The Company shall not engage in any lockout of the employees.

17 (H) The Company shall not be subject to any working rules of the Union not specifically set  
18 forth in this Agreement. However, it is expressly understood and agreed that anything in this  
19 Agreement to the contrary notwithstanding, it shall not be a violation of any term or provision of  
20 this Agreement for any member of the Union covered by this Agreement to refuse to cross or work  
21 behind a primary picket line legally established at the Company's plant(s) by any Union, and no  
22 employee covered by this Agreement shall be requested or required by the Company to perform  
23 any of the work operations that were being performed by the persons on strike.

24

25 **SECTION 22 - ACCESS TO PLANT BY UNION REPRESENTATIVE**

26 An authorized representative of the Union shall be permitted to visit the office of the  
27 Company at all reasonable hours, and after notifying a representative of the Company designated  
28 by it for such purpose, will be permitted to visit the Company's shop during working hours to  
29 investigate any matter covered by this Agreement, but shall in no way interfere with the progress  
30 of the work. All representatives must adhere to company safety protocols.

1 **SECTION 23 - BULLETIN BOARDS**

2 The Company agrees to make available to the Union for its exclusive use, bulletin board  
3 space for the posting of Union Notices relating to meetings, appointment of Committees and/or  
4 stewards, election of officers, seniority schedules, dues, entertainment, health and safety.  
5

6 **SECTION 24 - SAFETY, SANITATION, EMPLOYEES' TOOLS AND PROTECTIVE EQUIPMENT**

7 (A) The parties hereto recognize the importance of safety provisions in the Company's  
8 plant for the welfare of the employees and for the protection of the Company's property. The  
9 Company agrees to comply with valid laws pertaining to the safety and health of its employees  
10 during the hours of their employment. There shall be a Safety Committee consisting of two (2)  
11 members of the Union employed by the Company, who shall be appointed by the Union, and two  
12 (2) people selected by the Company. The Safety Committee will investigate, discuss, and make  
13 reports to the Company and the Union calling to its attention any unsafe or dangerous conditions  
14 that may exist, and may make suggestions for the correction of such conditions; provided, however,  
15 that by mutual agreement, safety programs already in existence may be continued and may be  
16 deemed to comply with the provisions of this Subsection. This Committee shall meet regularly  
17 once a month during work hours. The Safety Committee representative will receive his/her regular  
18 rate of pay while performing his/her duties, including "walk around pay" for Federal (OSHA) and/or  
19 State (OSEA), (WSEA) inspections.

20 (B) The Company, where possible and consistent with sound judgment, shall furnish  
21 suitable guards around welders for the protection of such employee's eyes. It is understood that  
22 employees classified as Welders shall not be required to furnish any tools except Welder's helmets  
23 and leathers.

24 (C) All toilets and washrooms shall conform to the standards set by the Board of Health of  
25 the county in which the Company's shop is situated and shall be kept in a clean and sanitary  
26 condition. Enclosed heated areas shall be provided by the Company for lunch periods.

27 (D) The Company will replace or repair any employee's tools that are lost because of fire  
28 or proven forced entry into the Company's plant. At the option of the Company, each employee  
29 shall furnish the Company an inventory of his/her tools and it shall be his/her responsibility to add

1 to the inventory list any additional tools that he/she brings into the Company's plant. Employees  
2 shall only have tools in the Company's plant that are required in the performance of their work.

3 (E) The Company shall furnish at no cost to the employee, unless damaged or lost through  
4 neglect or carelessness, the following safety equipment as required by Federal and State Laws for  
5 employees (including, but not limited to):

- 6 1. Hard Hats.
- 7 2. Non-prescription safety glasses.
- 8 3. Welding and Burning Lenses.
- 9 4. Welders Gloves for Welders, Burners and Tackers.

10 Once every five (5) years provision of custom earplugs (as supplied by the Company  
11 after work hours).

12

13 **SECTION 25 - SAVINGS CLAUSE**

14 It is assumed by the parties hereto that each provision of this contract is in conformity with  
15 all applicable laws of the United States and of the States of Oregon or Washington. Should it later  
16 be determined that it would be a violation of any legally effective Governmental or State Order or  
17 Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to  
18 renegotiate such provision or provisions of this Agreement for the purpose of making them  
19 conform to such Governmental or State Order or Statute so long as they shall remain legally  
20 effective and the other provisions of this Agreement shall not be affected thereby.

21

22 **SECTION 26 - INTERIM AMENDMENT**

23 This Agreement may be amended at any time by an agreement in writing executed by the  
24 parties hereto. The party desiring such amendment shall submit a proposal thereof in writing to  
25 the other party, which shall be entitled "Request for Interim Amendment" and specify that it is  
26 given under this Section 26, and upon receipt thereof the other party shall promptly consider such  
27 proposal and, if requested to do so, discuss it with the other party proposing the amendment. The  
28 giving of such written Request for Interim Amendment shall in no way affect or result in a  
29 termination or expiration of this Agreement or prevent or obstruct any continuation or renewal  
30 thereof.

1 It is expressly understood that if any disagreement should arise between the parties as to  
2 any "Request for Interim Amendment" submitted to either party under this Section 26, such  
3 disagreement shall not be reviewable under the grievance procedure set forth in Section 19, nor  
4 arbitrable under the arbitration provisions set forth in Section 20 of this Agreement.

5  
6 **SECTION 27 - DURATION AND TERMINATION**

7 This Agreement, with any amendments thereof made as provided for therein, shall remain  
8 in full force and effect until midnight of August 31, 2026, and, unless written notice be given by  
9 either party to the other at least sixty (60) days and not more than ninety (90) days prior to such  
10 date of a desire for change therein, or to terminate the same, it shall continue in effect for an  
11 additional year thereafter. In the same manner, this Agreement, with any amendments thereof,  
12 shall remain in effect from year to year thereafter, subject to termination at the expiration of such  
13 contract year upon notice in writing given by either party to the other at least sixty (60) days and  
14 not more than ninety (90) days prior to the expiration of such contract year. Any such notice as  
15 hereinabove provided for in this Section, whether specifying a desire to terminate or to change at  
16 the end of the current contract year, shall have the effect of terminating this Agreement at such  
17 time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that  
18 it is given under Section 26 thereof, it shall not prevent the continuance of this Agreement for an  
19 additional year though given within the time prescribed in this Section.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the  
date and year first above written in the City of Portland, State of Oregon.



REGIONAL SHOP LOCAL UNION NO. 516  
Portland, Oregon  
of the  
INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL  
AND REINFORCING IRON WORKERS  
(AFL-CIO)

VIGOR WORKS, LLC

By:   
\_\_\_\_\_  
Scott L. Oleson, President

By:   
\_\_\_\_\_  
Dawn Cartwright, Vice President, HR Services and  
Risk Management

By:   
\_\_\_\_\_  
David C. Payne, Recording Secretary

**SCHEDULE "A"**

CLASSIFICATIONS AND RATES OF PAY APPLICABLE TO  
VIGOR WORKS, LLC.

Effective the first payroll following the date of ratification a 5% increase to Total Package inclusive of direct wage to rate referenced in the table of Section 10 of this agreement

Title	Wage	H&W**	Pension	Pension Surcharge	Training	401k	Total Package
Mechanic 1	\$38.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$36.30
Mechanic 2	\$33.27	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$34.55
Mechanic 3	\$30.52	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$33.40
Machinist 1	\$40.25	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$36.34
Machinist 2	\$34.89	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$33.40
Machinist 3	\$26.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$29.00
Press Brake/Roll Operator	\$33.59	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$34.85
Fitter	\$33.19	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$33.68
Fitter 2	\$27.82	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$30.70
Welder 1	\$33.19	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$33.68
Welder 2	\$29.32	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$30.70
Welder 3	\$24.88	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$27.76
Burner	\$32.39	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$33.68
Painter/ Blaster 1	\$30.89	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$31.48
Painter/Blaster 2	\$26.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$29.00
Painter/Blaster 3	\$23.37	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$26.25
Shipping Clerk	\$26.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$29.00
Delivery Driver 1	\$29.82	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$32.70
Delivery Driver 2	\$26.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$29.00
Loader	\$28.60	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$31.48
Material Specialist	\$26.12	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$29.00
Specialist	\$30.89	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$31.48
Specialist 2	\$26.30	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$27.76
Specialist 3	\$22.10	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$24.98
Electrician Helper	\$27.50	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$28.25
Electrician Helper 2	\$25.00	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$26.54
Helper	\$21.92	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$22.92
Heavy Lift 1	\$36.87	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$39.75
Heavy Lift 2	\$31.41	\$0.00	\$1.20	\$0.88	\$0.10	\$0.70	\$34.29

Wage increase applies to employees Schedule A Classification and Rates at ratification.

\*Premium of \$1.50 per hour for actual hours worked operating or maintaining metalizing equipment.

\*\*Payroll deduction based on employee enrollment.

Effective Date September 1, 2024 a Total Package increase 3%

Title	Wage	H&W**	Pension	Pension Surcharge	Training	401k	Total Package
Mechanic 1	\$39.22	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$42.23
Mechanic 2	\$34.22	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$37.23
Mechanic 3	\$31.39	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$34.40
Machinist 1	\$41.41	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$44.42
Machinist 2	\$35.89	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$38.90
Machinist 3	\$26.86	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$29.87
Press Brake/Roll Operator	\$34.55	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$37.56
Fitter	\$34.15	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$37.16
Fitter 2	\$28.61	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$31.62
Welder 1	\$34.15	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$37.16
Welder 2	\$30.16	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$33.17
Welder 3	\$25.58	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$28.59
Burner	\$33.32	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$36.33
Painter/ Blaster 1	\$31.77	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$34.78
Painter/Blaster 2	\$26.86	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$29.87
Painter/Blaster 3	\$24.03	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$27.04
Shipping Clerk	\$26.86	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$29.87
Delivery Driver 1	\$30.67	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$33.68
Delivery Driver 2	\$26.86	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$29.87
Loader	\$29.41	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$32.42
Material Specialist	\$26.86	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$29.87
Specialist	\$31.77	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$34.78
Specialist 2	\$27.05	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$30.06
Specialist 3	\$22.72	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$25.73
Electrician Helper	\$28.28	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$31.29
Electrician Helper 2	\$25.71	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$28.72
Helper	\$22.54	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$25.55
Heavy Lift 1	\$37.93	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$40.94
Heavy Lift 2	\$32.31	\$0.00	\$1.20	\$0.96	\$0.10	\$0.75	\$35.32

\*Premium of \$1.50 per hour for actual hours worked operating or maintaining metalizing equipment.

\*\*Payroll deduction based on employee enrollment.

Effective Date September 1, 2025 a Total Package increase 3%

Title	Wage	H&W*	Pension	Pension Surcharge	Training	401k	Total Package
Mechanic 1	\$40.36	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$43.50
Mechanic 2	\$35.21	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$38.35
Mechanic 3	\$32.29	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$35.43
Machinist 1	\$42.62	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$45.76
Machinist 2	\$36.93	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$40.07
Machinist 3	\$27.63	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.77
Press Brake/Roll Operator	\$35.55	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$38.69
Fitter	\$35.13	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$38.27
Fitter 2	\$29.43	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$32.57
Welder 1	\$35.13	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$38.27
Welder 2	\$31.02	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$34.16
Welder 3	\$26.31	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$29.45
Burner	\$34.28	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$37.42
Painter/ Blaster 1	\$32.69	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$35.83
Painter/Blaster 2	\$27.63	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.77
Painter/Blaster 3	\$24.71	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$27.85
Shipping Clerk	\$27.63	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.77
Delivery Driver 1	\$31.55	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$34.69
Delivery Driver 2	\$27.63	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.77
Loader	\$30.26	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$33.40
Material Specialist	\$27.63	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.77
Specialist	\$32.69	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$35.83
Specialist 2	\$27.82	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$30.96
Specialist 3	\$23.36	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$26.50
Electrician Helper	\$29.08	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$32.22
Electrician Helper 2	\$26.44	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$29.58
Helper	\$23.17	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$26.31
Heavy Lift 1	\$39.03	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$42.17
Heavy Lift 2	\$33.24	\$0.00	\$1.20	\$1.04	\$0.10	\$0.80	\$36.38

\*Premium of \$1.50 per hour for actual hours worked operating or maintaining metalizing equipment.

\*\*Payroll deduction based on employee enrollment.



## VIGOR WORKS

# 125 PLAN

The purpose of this Plan is to give employees the option to have their monthly health insurance premium and/or their per pay period Health Spending Account (HSA) contributions taken from their paycheck on a pre-tax basis. The Plan is intended to qualify under Section 125 of the Internal Revenue Code with the calendar year as the Plan year.

All regular employees are eligible to become Plan participants by electing to have their pay reduced by an amount equal to their required contribution for health insurance coverage or a per pay period contribution to a qualifying HSA account (up to the annual maximum).

This plan will remain in effect unless the participant notifies Vigor Works in writing that they wish to change or discontinue their plan election, upon termination of employment, or change in eligibility status. This Plan may at any time be amended or terminated by Vigor Works.

---

### EMPLOYEE 125 PLAN ELECTIONS

\_\_\_\_\_  
(Printed Name)

#### Pre-Tax Premium Deduction

I elect to receive my medical and/or dental coverage under:

Select One:

- |   |   |
|---|---|
| <input type="checkbox"/> Trust 350                      | <input type="checkbox"/> Kaiser 25                  |
| <input type="checkbox"/> Trust 500                      | <input type="checkbox"/> Kaiser 35                  |
| <input type="checkbox"/> Trust 750                      | <input type="checkbox"/> Kaiser 25 W/ Kaiser Dental |
| <input type="checkbox"/> Trust 1000                     | <input type="checkbox"/> Kaiser 35 W/ Kaiser Dental |
| <input type="checkbox"/> Trust 1500 (HSA eligible plan) |   |

I understand that my regular pay will be reduced by the amount of \$ \_\_\_\_\_  
per month for my monthly insurance premium\*\*\*. (Monthly Premium Amount)

#### Health Savings Account

I hereby authorize Vigor Works, to deduct \$ \_\_\_\_\_ each pay period and deposit it to my HSA account (must complete the HSA Direct Deposit form and provide documentation from your financial institution).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\*\*\*Subject to notified increases during the duration of my coverage.

\* New election permitted if a change in "family status" occurs (e.g. marriage or divorce, or significant changes in spouse's health coverage from spouse's employment)