

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

FOUGHT AND COMPANY, INC.

Tigard, Oregon

1/1/2022 – 12/31/2024

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1 **AGREEMENT**

2 Between

3 **FOUGHT AND COMPANY, INC.**

4 and

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

6 of the

7 **INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,**
8 **ORNAMENTAL AND REINFORCING IRON WORKERS**

9 **(Affiliated with the AFL-CIO)**

10 This Agreement, made and entered into this 1st day of January, 2022, with an effective date
11 of January 1, 2022, by and between **FOUGHT AND COMPANY, INC.**, referred to as the
12 "Company", and **REGIONAL SHOP LOCAL UNION NO. 516 of the INTERNATIONAL**
13 **ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING**
14 **IRONWORKERS** (affiliated with the AFL-CIO), hereinafter referred to as the "Union", as the
15 agent for and acting in behalf of the Company's production and maintenance employees, as the terms
16 "production and maintenance employees" are defined in Section 1 hereof.

17
18 **WITNESSETH THAT THE PARTIES HAVE AGREED AS FOLLOWS:**

19 **PURPOSES OF THIS AGREEMENT**

20 The purposes of this agreement are to promote the settlement of labor disagreements by
21 conferences and arbitration, to prevent strikes and lockouts, to stabilize shop conditions in steel
22 fabricating, to prevent avoidable delays and expense to the end that operating costs may be as low
23 as possible, consistent with fair wages and working conditions, and to generally encourage a spirit
24 of helpful cooperation between **FOUGHT AND COMPANY, INC.**, and its employees to their
25 mutual advantage.

1 **SECTION 1(A) - BARGAINING UNIT - MAINTENANCE WORK**

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

13 2. "Maintenance employees" hereinabove referred to is intended to include employees
14 of the Company engaged in the ordinary upkeep and repair of the Company's machinery, plant and
15 property; provided, however, technical electronic repairs, major extensions and major remodeling
16 shall not be considered "maintenance" as that term is used herein.

17
18 **SECTION 1(B) – NON-DISCRIMINATION CLAUSE**

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

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

2 The International Association of Bridge, Structural, Ornamental and Reinforcing
3 Ironworkers, 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 similarly
5 shall have no right of redress thereunder against the Company for the breach hereof.
6

7 **SECTION 3 (A)- RECOGNITION**

8 The Company recognizes the Union as the exclusive representative and agent of all the
9 Company's production and maintenance employees, as defined in Section 1(A) hereof, for the
10 purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other
11 conditions of employment. The Union recognizes FOUGHT AND COMPANY, INC., as an
12 appropriate and truly representative group for the purpose of collective bargaining for the firm.
13

14 **SECTION 3 (B) - MANAGEMENT RIGHTS**

15 The Employer retains full and exclusive authority for the management of its operations. The
16 Employer shall direct its working forces at its sole prerogative, which includes but is not limited to
17 hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs or practices shall
18 be permitted or observed which limit or restrict production, or limit or restrict the working efforts of
19 employees. The Employer shall utilize the most efficient methods or techniques of production, tools,
20 or other labor saving devices. There shall be no limitations upon the choice of materials or design.
21 The employer shall schedule work, shall determine when overtime will be worked, and the number
22 of employees to be utilized.

23 The foregoing enumeration of management rights shall not be deemed to exclude other
24 functions not specifically set forth. The Employer, therefore, retains all legal rights not specifically
25 covered by this Agreement.
26

27 **SECTION 4 - UNION SECURITY**

28 (A) Each of the Company's production and maintenance employees, in the unit as defined
29 in Section 1(A) hereof shall, as a condition of employment, be or become a member of the Union
30 not later than the thirty-first day following the date when the employment begins, or not later than

1 the thirty-first day following the effective date of this agreement, whichever is later. Each production
2 and maintenance employee shall, as a condition of continued employment, except as provided in
3 Subsection (C) below, remain a member of the Union in good standing to the extent authorized by
4 Section 8 (a)(3) of the Labor-Management Relations Act of 1947, as amended.

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

10 (C) In applying the provisions of Subsection (B) above with respect to a member of the
11 Union maintaining his or her membership in good standing therein, should a member of the Union
12 fail to maintain his or her membership in good standing by becoming more than thirty (30) days in
13 arrears with the payment of his or her monthly dues, the Union shall, in such event, promptly notify
14 the Company in writing and the Company shall, after receipt of such notice, notify the employee in
15 question that as a condition of continued employment he or she must fulfill the requirements of
16 Subsection (A) above, and if within 10 workdays after receiving from the Union the aforementioned
17 notification, the employee has not complied with the provisions of Subsection (A) above, the
18 Company shall not permit such employee to perform any further work for the Company unless or
19 until such employee does comply with the provisions of Subsection (A) above, or such employee
20 presents to the Company a permit signed by the Business Agent or other duly authorized
21 representative of the Union. The Financial Secretary of the Union or the designated
22 representative(s), shall assume the responsibility of the collection of monthly dues.

23 (D) The Company shall notify the Union of all newly hired employees within five (5)
24 working days, furnishing name, classification, social security number, rate of pay, home address and
25 birthdate. In the event an employee has a change of address, within ten (10) days of such occurrence,
26 he or she must notify the employer and the union accordingly.

27

1 **SECTION 5 - CHECK-OFF OF UNION DUES - INITIATION AND/OR**
2 **REINSTATEMENT FEE AND CHECK-OFF IRONWORKERS POLITICAL ACTION**
3 **LEAGUE (IPAL)**

4 (A) Upon receipt of an authorization signed by any employee to whom this Agreement
5 is applicable, the Company, shall, pursuant to the provisions of such authorization, deduct from such
6 employee's earnings, the amount owed to the Union by each such employee for Union dues;
7 however, should any such employee have no earnings due him or her in any month or should such
8 employee's earnings be less than the amount such employee owed the Union for dues, then, in that
9 event, the deduction shall be made from the employee's earnings on the next succeeding payday on
10 which his or her earnings are sufficient to cover the amount of dues owed to the Union by such
11 employee. Before the 20th day of each month, the Company shall mail a check, or send
12 electronically (ACH or wire transfer) a payment made payable to the Union for the amount of dues
13 and fees the Company has withheld during such month, which shall be accompanied by a list
14 containing the names of the employees and the amount deducted from each employee's earnings.
15 Union dues and fee payments will be sent to:

16 Regional Shop Local 516
17 Bank of Labor – ECS DCC
18 PO Box 172488
19 Kansas City, KS 66117

20 (B) As of the effective date of this Agreement, the Union dues are **\$60.30** per month.
21 Such dues shall not be changed except in accordance with the applicable provisions of the
22 International Constitution and/or By-Laws of the Union, and, in such event, the Financial Secretary
23 of the Union shall notify the Company, in writing, and the amount of monthly dues as so changed
24 shall thereafter be deducted by the Company from each such employee's earnings. The
25 aforementioned authorization directing the Company to make the deductions as hereinabove
26 provided for, when signed by an employee, shall be irrevocable for the duration of this Agreement
27 or for a period of one (1) year, whichever date occurs first; and in the event any such employee
28 desires to revoke such authorization on either of such dates, written notice thereof shall be given by
29 such employee to the Company in accordance with the applicable provisions of such authorization;
30 and the Company agrees to furnish the Union a copy of such notice.

31 (C) Upon receipt of an authorization signed by any employee to whom this Agreement
32 is applicable, the Company shall withhold from such employee's earnings the amount specified

1 therein for payment of Initiation and/or Reinstatement Fee. Such amount specified in such
2 authorization shall be withheld from the earnings of such employee in accordance with the provisions
3 of such authorization and shall be transmitted to the Financial Secretary of the Union in the same
4 manner as prescribed in Subsection (A) above with respect to Union dues which are withheld by the
5 Company; and when the full amount of such fee has been withheld from such employee's earnings
6 and transmitted to the Union, such authorization shall be null and void and shall thereafter have no
7 further force or effect.

8 (D) It is expressly understood and agreed that, upon receipt of proper proof, the Union
9 will refund to the Company, or to the employee involved, any Union dues, Initiation and/or
10 Reinstatement Fees erroneously withheld from an employee's earnings by the Company and paid to
11 the Union.

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

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

22
23 **SECTION 6 - HOURS OF EMPLOYMENT**

24 (A) When only one shift is employed, a regular workday shall consist of eight (8)
25 consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, such shift starting not
26 earlier than 6:00 A.M. or later than 8:00 A.M., and the regular workweek shall consist of forty (40)
27 hours.

28 (B) When two shifts are employed, a regular workday for the first shift shall consist of
29 eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay for eight (8)
30 hours, such shift starting not earlier than 6:00 A.M. or not later than 8:00 A.M. and a regular

1 workweek for the first shift shall consist of forty (40) hours; a regular workday for the second shift
2 shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay
3 for eight (8) hours, and the regular workweek for the second shift shall consist of forty (40) hours.
4 The minimum rate of pay for employees working on the second shift shall be as set forth in Schedule
5 "B," attached hereto and made a part hereof.

6 (C) When three shifts are employed, a regular workday for the first shift shall consist of
7 eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, such shift
8 starting not earlier than 6:00 A.M. or not later than 8:00 A.M. and the regular workweek for the first
9 shift shall consist of forty (40) hours; a regular workday for the second shift shall consist of seven
10 and one-half (7-1/2) consecutive hours, exclusive of a thirty (30) minute lunch period with pay for
11 eight (8) hours and the regular workweek for the second shift shall consist of thirty seven and one-
12 half (37-1/2) hours, such shift shall be from 3:30 P.M. to 11:30 P.M.; a regular workday for the third
13 shift shall consist of seven (7) consecutive hours, exclusive of a thirty (30) minute lunch period, with
14 pay for eight (8) hours and the regular workweek for the third shift shall consist of thirty five (35)
15 hours. The minimum rate of pay for employees working on the third shift shall be as set forth in
16 Schedule "B" attached hereto and made a part hereof.

17 (D) The second and third shifts, respectively, (if any) shall immediately follow the
18 preceding shift.

19 (E) Monday through Friday shall constitute the regular workdays and the regular
20 workweek. Nothing in this Agreement shall be construed as guaranteeing any employee eight (8)
21 hours per day or forty (40) hours per week. The Company has the option of establishing a
22 maintenance crew shift from Tuesday through Saturday to allow for upkeep of its equipment, with
23 regular straight-time pay.

24 (F) The starting time and quitting time of the various shifts, as herein provided for, may
25 be changed from time to time, by mutual agreement between the Company and the Union.

26 (G) The foregoing provisions of this Section are not intended and shall not be construed
27 as preventing overtime. When overtime is required at the beginning or the end of a regular work
28 shift, employees who regularly perform such work operations during the regular work shift shall be
29 given forty-eight (48) hours of notice of overtime work where reasonably possible and, in no event
30 later than four (4) hours prior to the end of the shift preceding the overtime assignment. Overtime

1 shall be on a voluntary basis. When an employee agrees to work overtime, he or she shall have the
2 same obligation to show up as per any other regular workday.

3 (H) Eight (8) hours of credit shall be given each employee for each full shift worked on
4 the second or third shift for computing paid time off (PTO) pay and pension hours.

5 Eight (8) hours credit shall be given for each recognized holiday (see Section 8)
6 toward the regular workweek in which the holiday falls.

7 (I) Any employee, who works two (2) or more hours after the regular quitting time of
8 such employee's shift, shall, at the end of the first two (2) hours, be granted a thirty (30) minute lunch
9 period without pay; and, at the end of such subsequent four (4) hours of work, shall be granted a
10 thirty (30) minute lunch period with pay therefore at the applicable overtime rate, if the employee
11 continues to work after the thirty (30) minute lunch period.

12 (J) When due to lack of work, it is necessary for the Company to reduce labor hours, the
13 Company may do so by reducing work hours of the current labor force, or by layoff, or by a
14 combination of reduced work hours and layoff. If the Company elects to reduce work hours, the
15 Company shall notify and meet with the Union.

16
17 **SECTION 7 - OVERTIME PAY**

18 (A) All time worked over eight (8) hours per day, Monday through Friday, and the first
19 ten (10) hours worked on Saturday shall be considered overtime and shall be paid for at one and one-
20 half (1-1/2) times the straight-time regular day shift rates. All time worked over ten (10) hours in a
21 workday and all time worked on Sunday shall be paid at two (2) times the regular day shift rate.

22 (B) All work done by an employee on any recognized holiday specified in the succeeding
23 Section shall be paid for at the rate of two (2) times such employee's current regular straight-time
24 hourly rate; however, employees assigned to the second and third shifts, if any, for the preceding day
25 shall complete such shift(s) on the morning of such holiday at the rate applicable for the preceding
26 day.

27 (C) Overtime premium is not applicable and will not be paid for any time not worked.

28 (D) There shall be no pyramiding of overtime premiums under this agreement.

29 (E) Employees must work 40 hours during the week, with the exception of excused
30 absences, before receiving any overtime premium for work performed.

1
2 **SECTION 8 - RECOGNIZED HOLIDAYS - HOLIDAY PAY**

3 (A) For the purpose of this Agreement, the following shall be recognized as holidays:

4 **Recognized Holidays**

5 Memorial Day	Christmas Eve Day
6 Independence Day	Christmas Day
7 Labor Day	New Year's Eve Day
8 Thanksgiving Day	New Year's Day
9 Day After Thanksgiving	

10 Should any of the foregoing holidays occur on Sunday, the following Monday instead of
11 Sunday, shall be recognized and observed as the holiday in question. Any holiday falling on
12 Saturday will be observed on the preceding Friday. All work done on any of the foregoing holidays,
13 or days observed as such, shall be paid for at the rate of double-time. No work shall be done on
14 Labor Day except where absolutely necessary to avoid hazard to life or property.

15 (B) Each employee, who after having been employed for 30 calendar days and who
16 fulfills the requirements set forth in Subsection (C) of this Section, shall be paid for eight (8) hours
17 "Holiday Pay" at his or her regular straight-time hourly shift rate for each of the above holidays.

18 All work done on each of the holidays mentioned in Subsection (A), or days observed as
19 such, shall be paid at the rate of double-time, which shall be in addition to "Holiday Pay" for those
20 employees who are entitled to "Holiday Pay" as provided for herein. Should an employee who is
21 entitled to "Holiday Pay" as provided for herein, work less than the number of hours constituting his
22 or her regular workday on any of the aforementioned holidays, or days observed as such, he or she
23 shall be paid double-time in addition to "Holiday Pay" for all hours worked, and the remaining hours
24 constituting his or her regular workday on which no work is performed, shall be paid for at the
25 employee's regular straight-time hourly shift rate. Should any of the aforementioned holidays, or
26 days observed as such, occur or be observed during the Paid time off (PTO) period of any employee,
27 such employee shall be paid for eight (8) hours at his or her regular straight-time hourly shift rate as
28 "Holiday Pay", in addition to his or her PTO pay, or receive an additional day's PTO.

29 (C) In order to be eligible to receive "Holiday Pay" for any of the holidays, or days
30 observed as such, as provided for in Subsection (A) of this Section, such employee must have worked
31 on his or her regularly scheduled work shift prior to and on his or her regularly scheduled work shift

1 following the holiday, unless absence on his or her regularly scheduled eight (8) hour work shift
2 prior to or on his or her regularly scheduled eight (8) hour work shift following the holiday was due
3 to industrial accident or bona fide illness, not exceeding seven (7) calendar days immediately
4 preceding and/or immediately following a recognized holiday or because of being laid off during the
5 2 weeks immediately preceding the holiday, or such absence was due to death of the employee's
6 spouse, mother, father, child, brother or sister, provided such death occurred during the 3 days
7 immediately preceding the holiday, or on the holiday, or on the day following the holiday on which
8 he or she was scheduled to work, or such absence as may be directed or approved by the Company.
9

10 **SECTION 9 - CLASSIFICATIONS AND RATES OF PAY**

11 (A) On the effective date of this Agreement each employee shall be classified in
12 accordance with the classification of the work he or she performs as set forth in Schedules "A" and
13 "B" attached hereto and made a part hereof.

14 (B) Should the Company undertake work operations not covered by the classifications
15 set forth in Subsection (A) of this Section, such work operations shall be classified and minimum
16 wage rates established therefore through prompt negotiations between the Company and the Union.
17 Such negotiations shall be commenced and completed as soon as practicable. When such
18 classifications and wage rates have been determined, they shall become effective at the time such
19 production operations commence.

20 (C) Where the Company operates a second or third shift with less than 4 employees, a
21 Leadman shall be selected by the Company, who shall be a member of the Union, and who shall
22 receive not less than 5% per hour above the specified minimum wage rate for the mechanic in such
23 shop.

24 (D) Second Class Helpers shall be defined as persons employed to assist employees in
25 the performance of their duties. A Second Class Helper may operate simple machines such as drill
26 presses and grinders and do filing, oiling, loading and unloading of materials, assist in operation of
27 machinery when needed and do other work generally recognized as helper's work. Second Class
28 Helpers shall be permitted to do tack welding at the discretion of the Company.
29

1 **SECTION 10 - PAYDAYS, BONUS AND PIECE WORK**

2 (A) Employees shall be paid on a regular designated payday once each week in cash or
3 its equivalent before the end of the shift. When an employee is laid off or discharged, such employee
4 shall be paid off immediately in cash or its equivalent.

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

8
9 **SECTION 11 - REPORTING AND/OR CALL-IN PAY**

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

22 (B) Any employee who, after leaving the plant at the conclusion of his or her regular shift
23 (except for the purpose of obtaining lunch or other personal reasons), and who, by order of the
24 Company, returns to work during the 12 consecutive hours immediately following the regular
25 quitting time of his or her regular work shift shall, for all time worked during such 12 hour period,
26 be paid the applicable overtime rate therefore, or such employee shall receive four (4) hours' pay at
27 the applicable overtime rate, whichever is greater. In the event an employee is requested during his
28 or her regular shift to perform overtime work immediately upon the conclusion of such shift, and
29 should such employee leave the plant for the purpose of obtaining lunch or for other personal reasons

1 prior to the performance of such overtime work, then in that event overtime pay shall be computed
2 in accordance with the provisions of Section 7.

3 (C) Any employee injured at the Company's plant, who is sent to a doctor and returns to
4 work during his or her regular working hours the same day, shall be paid by the Company the
5 applicable wage rate for such time thereby lost on such day by such employee; and if he or she shall,
6 on any subsequent day on which he or she performs work for the Company, go to the doctor, with
7 Company approval, for treatment of such injury during his or her regular working hours, he or she
8 shall be paid by the Company at the applicable wage rate up to one and one-half (1 ½) hours, for
9 work time lost on such day provided the employee supplies a note from his or her doctor stating the
10 date and time of the appointment and work restrictions, if any. An employee should make every
11 reasonable effort to have such treatments at times most convenient for continuity of plant operations.
12 Should an injured employee be admitted to a hospital as an inpatient or be instructed by the Company
13 or the doctor to refrain from performing further work on the day such employee is injured and is
14 taken home to recuperate from such injury, such employee shall receive a minimum of eight (8)
15 hours of pay at the applicable hourly wage rate.

16
17 **SECTION 12 – PAID TIME OFF (PTO)**

18 (A) Each of the Company's employees to whom this Agreement is applicable who, in
19 each year this Agreement remains in effect, shall have been in continuous service of the Company
20 (as the term "continuous service" is used in Section 16 of this agreement) at least twelve months, and
21 who shall have worked during the period establishing his or her paid time off (PTO) eligibility, as
22 hereinafter set forth, shall be granted PTO in accordance with the following schedule with pay at the
23 regular straight-time hourly shift rate received by such employee at the time the PTO is taken. The
24 Company shall "front load" available PTO hours to employees on January 1 of each year this
25 agreement is in effect.

26 Length of Employee's

27 Continuous Service	Effective	Effective	Effective
28 <u>With the Company</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
29 1 but less than 3 years	60 hours	70 hours	80 hours
30 3 but less than 10 years	90 hours	105 hours	120 hours
31 10 but less than 20years	130 hours	145 hours	160 hours
32 20 but less than 21 years	138 hours	153 hours	168 hours
33 21 but less than 22 years	146 hours	161 hours	176 hours

1	22 but less than 23 years	154 hours	169 hours	184 hours
2	23 but less than 24 years	162 hours	177 hours	192 hours
3	24 years or more	170 hours	185 hours	200 hours

4
5 NOTE: PTO hours listed above include the state required 40 hours of paid sick leave.

6 To receive the shift rate premium, an employee must have worked 560 hours from anniversary date
7 to anniversary date on that shift and must be currently working on that shift at the time the PTO is
8 taken.

9 (B) As a further condition of participation in the foregoing plan, and to have the year
10 count towards yearly PTO accrual, employees otherwise eligible for PTO thereunder, and whose
11 continuous employment with the Company is twelve (12) months or more, must have worked for
12 the Company during the year a total of at least 1,404 clock hours in the twelve (12) month period
13 since their preceding anniversary date, unless lack of hours for accrual was due to layoff or industrial
14 accident from July 1, 2007, forward.

15 (C) Notwithstanding the foregoing, employees who fail to fulfill the foregoing number
16 of clock hours, or as a result of termination for any reason whatsoever, or as a result of a lay-off
17 provided the request is made by such employee, such employee shall receive pro-rated PTO pay on
18 the basis of 1/52nd of the PTO pay he or she would have been entitled to on his or her preceding
19 and/or succeeding eligibility date for each 40 clock hours worked for the Company during the 12
20 month period immediately prior to his or her preceding and/or succeeding eligibility date, but not to
21 exceed the number of hours PTO pay such employee would have received had he or she become
22 eligible for full PTO benefits.

23 (D) Any employee who, after completing one year's employment, fails to work 1,404
24 clock hours during the 12 months immediately following such employee's latest anniversary date of
25 employment, shall receive one-twelfth (1/12) of the PTO pay such employee would have been
26 entitled to on his or her next succeeding anniversary date of employment for each 117 clock hours
27 of employment.

28 (E) PTO as provided for herein shall be granted and taken between January 1 and
29 December 31 of each calendar year. Employees entitled to two or more weeks' PTO, pursuant to
30 the provisions of this Section, may, with the permission of the Company or by mutual agreement
31 with the Company, take their PTO in either non-consecutive or consecutive weeks. PTO shall not

1 be cumulative but must be granted and between January 1 and December 31 of each calendar
2 year

3 (F) At least four (4) weeks prior to May 1st of each year, each employee shall notify the
4 Company, in writing, of his or her first and second choice for PTO period and insofar as practicable,
5 his or her PTO will be granted at times most desired by the employee in question, with due regard
6 for seniority; provided, however, that the final allocation of PTO periods between the dates set forth
7 in Subsection (E) above shall rest exclusively with the Company in order to insure continuity of plant
8 operations. At least two (2) weeks prior to May 1st, the Company will inform employees of the PTO
9 period allotted to them and shall post a schedule of allocated PTO.

10 (G) Any employee entitled to PTO as hereinabove provided for who has an approved
11 PTO of five (5) days or more per pay period received by the Company ten (10) days prior to the start
12 of his or her PTO shall receive his or her PTO pay twenty-four (24) hours prior to the starting of his
13 or her PTO. Any person who has become eligible for PTO under the foregoing provisions shall be
14 entitled to receive his or her PTO pay.

15 **SECTION 13(A) - MEDICAL AND DENTAL BENEFITS**

16 The Company shall maintain in full force and effect, for each of its employees to whom this
17 Agreement is applicable, the health, welfare, and other benefits set forth in the booklet, and/or
18 specimen policy attached hereto and made a part hereof, including any additional benefits which
19 hereinafter may be incorporated in an amendment to such booklet and/or specimen policy. The rules
20 and regulations governing such benefits shall be as set forth in said booklet and/or specimen policy,
21 and such rules and/or regulations shall not be changed except by mutual agreement between the
22 Company and the Union. The Company likewise agrees to maintain in full force and effect the
23 benefits provided for in said booklet and/or specimen policy which are applicable to its employees
24 and dependents.

1 Effective January 1, 2022 and for the remaining term of this Agreement, the following
2 copays will be in effect:

3			Maximum
4	<u>Plan</u>	<u>Type of Coverage</u>	<u>Company Pays</u>
5	1. TRUST 350	Employee Only	\$645.00
6		Employee & Spouse	\$745.00
7		Employee & Children	\$745.00
8		Employee & Family	\$745.00
9	2. TRUST 750	Employee Only	\$645.00
10		Employee & Spouse	\$745.00
11		Employee & Children	\$745.00
12		Employee & Family	\$745.00
13	3. Kaiser 25	Employee Only	\$645.00
14		Employee & Spouse	\$745.00
15		Employee & Children	\$745.00
16		Employee & Family	\$745.00
17	4. Kaiser 35	Employee Only	\$645.00
18		Employee & Spouse	\$745.00
19		Employee & Children	\$745.00
20		Employee & Family	\$745.00

21 Any increase(s) to any plan and/or tier that do not exceed 3% per plan year will be paid by
22 the Company. Any increase(s) for any plan and/or tier that exceeds 3% per plan year, the Company
23 will pay the first 3% of the increase and the employee will pay any remaining amount.

24 If an employee chooses any dental plan other than the UMTA Plan A, B or C the difference
25 in the premium shall be paid by the employee.

26 The Company will pay for the monthly cost of Supplemental Life Insurance to provide
27 employees a benefit of \$50,000.

28 Eligibility: First of calendar second month following the first calendar month of
29 employment. New hires covered under a UMTA Trust 14(A) medical plan with their former
30 employer will be eligible the first of the following calendar month (provided coverage is not
31 broken).

32 NOTE: Employees will be offered the option of participating in a 125 Plan (see attached
33 form). Effective January 1, 2017, employees will be offered the option to waive participation in
34 the Section 125 Plan. If the employee does not elect to waive the Section 125 Plan, the employee

1 will automatically be enrolled in the Section 125 Plan for medical and dental premiums to be
2 deducted on a pre-tax basis

3
4 **SECTION 13(B) - PENSION TRUST FUND**

5 (A) Pension Rehabilitation Plan:

6 Effective January 1, 2022 the Company agrees to adopt Schedule #2 of the
7 Rehabilitation Plan Schedule, attached hereto, and will make a minimum contribution of one dollar
8 and eighty-five cents (\$1.85) per hour for each hour worked by each employee to Shopmen's Local
9 Union No. 516's Pension Fund. The Company and employees will also provide supplemental
10 contributions to Shopmen's Local Union No. 516's Pension Fund as set forth below::

11 **Alternative Schedule #2**

	<u>Current</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Beginning contribution rate	\$1.85	\$1.85	\$1.85	\$1.85
Supplemental Company	\$2.20	\$2.05	\$2.10	\$2.15
Supplemental Employee		\$0.44	\$0.66	\$0.89
Total Contribution*	\$4.05	\$4.34	\$4.61	\$4.89

12 *Note: Total contribution is per hour for each hour worked by each employee to Shopmen's Local
13 Union No. 516's Pension Fund. The supplemental contribution shall not be credited toward benefit
14 accruals under the plan.

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

- 18 (1) That the Pension Fund be administered by an equal number of Steel and Wire
19 Fabricators Association, Inc., and Shopmen's Local Union No. 516
20 representatives who shall be known as "Trustees";
- 21 (2) That the Trustees shall determine all questions as to the nature and amount of
22 pension benefits and the rules of eligibility for such benefits.
- 23 (3) That other Companies having collective bargaining agreements with the
24 Union may become contributing employers and parties to the Trust
25 Agreement, subject to the approval of the Board of Trustees.
- 26 (4) That the Plan of Benefits adopted by the Trustees shall be approved by the
27 Bureau of Internal Revenue as a qualified plan, if such approval is required
28 by law.

1 (C) Payments as defined above to said "Pension Fund", as provided for in Subsection
2 (A), shall be transmitted by the "Company" to the Trustees of said "Pension Fund" not later than the
3 15th day of each month for the preceding month. Failure of the Company to make such monthly
4 payments by the above-stated date shall constitute a breach of this Agreement and notwithstanding
5 any other provision contained in this Agreement, the Union shall have the right to remove its
6 members from the plant or plants of the Company covered by this Agreement until such time as the
7 Company does transmit such payments to said Trustees.

8
9 **SECTION 13(C) - CHECK-OFF FOR WESTERN STATES IRONWORKERS**
10 **SHOPMEN'S 401(k) PLAN AND TRUST**

11 Effective July 1, 1999, the Company and the Union agree to provide for wage deferral for
12 employee elected contributions to the Western States Ironworkers Shopmen's 401(k) Plan and Trust
13 (the "Plan") for employees that have completed their probation period as provided in Section 16(A).
14 Providing the Plan continues IRS Section 401(a) qualification and constitutes a cash or deferred
15 amount under IRS Section 401(k), the Company will make the wage deferrals as pre-income tax
16 contributions. The Company agrees to remit to the Plan the amounts deferred from employee wages
17 within the time period provided by applicable Federal law. The Company agrees to provide such
18 wage information with respect to employees covered by this agreement as may be required by the
19 administrator of the Plan to complete any IRS requirements or other applicable law. The Union
20 warrants and represents to the Company that by entering into the Agreement the Company does not
21 become a sponsor or fiduciary of the Plan. The Union agrees to indemnify and hold harmless the
22 Company from any and all claims, including reasonable costs and attorneys' and paralegals' fees
23 through and including any appeals, by reason of administration, investments, fiduciary
24 responsibilities or operation of the Plan, or for any reason related to employee wage deferrals made
25 and contributed to the Western States Ironworkers Shopmen's 401(k) Plan and Trust. The employee
26 may change withholding only once per month following the employee's proper notice to the
27 Company of such change.

28
29 **SECTION 14 - ERECTION AND FIELD FABRICATION**

30 The provisions of this Agreement shall be applicable only to the employees of the Company
31 comprising the bargaining unit described and set forth in Section 1(A) hereof, and to work done by

1 such employees as described and set forth in such Section; and it is therefore specifically understood
2 and agreed that the provisions of this Agreement shall not be construed as being applicable to field
3 erection, field fabrication or construction work, or to employees engaged in such work, and the
4 Company agrees it will not require any employee covered by this Agreement to perform such work
5 for the Company.

6
7 **SECTION 15(A) - APPRENTICES AND TRAINEES**

8 (A) The provisions of the Agreement shall be applicable to Apprentices if any are
9 employed by the Company. However, apprentices shall not be employed except in accordance with
10 "Standards of Apprenticeship" approved by the Company, Union and the appropriate Governmental
11 agency.

12 (B) Fought and Company, Inc., and the Union shall mutually establish a training program
13 if requested by the Company; however, any training program established shall not be in conflict with
14 this Agreement.

15 **SECTION 15(B) - APPRENTICESHIP AND TRAINEE TRUST FUND**

16 (A) Effective January 1, 2022 and for the remaining term of this agreement, a total
17 contribution of **twenty-four (\$0.24)** cents per hour for each hour worked by employees will be
18 paid to Employers-Shopmen's Local No. 516's Trainee Trust Fund (hereinafter referred to as the
19 "Trainee Fund"). The Company shall pay twelve (\$0.12) cents per hour for each hour worked by
20 each employee to the Trainee Fund, and employees will pay twelve (\$0.12) cents per hour for each
21 hour worked by each employee to the Trainee Fund. The Company's and employees' payments shall
22 be used solely for the purpose of providing training for eligible employees and applicable
23 administration costs.

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

- 27 (1) That the Trainee Fund be administered by an equal number of Steel and Wire
28 Fabricators Association, Inc., and Shopmen's Local No. 516 representatives
29 who shall be known as "Trustees".

1 (2) That the Trustees shall determine all questions as to the nature and amount of
2 trainee benefits and the rules of eligibility for such benefits.

3 (3) That other Companies having collective bargaining agreements with the
4 Union may become contributing employers and parties to the Trust
5 Agreement, subject to the approval of the Board of Trustees.

6 (C) Payments by the "Company" to said "Trainee Fund", as provided for in Subsection
7 (A) shall be transmitted by the "Company" to the Trustees of said "Trainee Fund" not later than the
8 15th day of each month for the preceding month. Failure of the Company to make such monthly
9 payments by the above-stated date shall constitute a breach of this Agreement and notwithstanding
10 any other provisions contained in this Agreement, the Union shall have the right to remove its
11 members from the plant or plants of the Company covered by this Agreement until such time as the
12 Company does transmit such payments to said Trustees.

13 **SECTION 15(C) – IMPACT**

14 Effective January 1, 2022, and for the remaining term of this Agreement, a total
15 contribution of **eight (\$0.08)** cents for each hour worked by employees will be paid to Ironworker
16 Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted cooperative Trust
17 with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt
18 organization under Section 501(c) (5) of the Internal Revenue Code. The general purposes of the
19 Trust include the improvement and development of the Ironworker Industry through Education,
20 Training Communication, Cooperation and governmental lobbying and legislative initiatives.

21 The Company shall contribute four (\$0.04) cents per hour for each hour worked by
22 employees and the employee (Labor) shall contribute four (\$0.04) cents per hour for each hour
23 he/she works to IMPACT. The employee's (Labor's) contribution shall be in the form of a weekly
24 payroll deduction.

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

27 28 **SECTION 16 - SENIORITY**

29 (A) Employees shall be regarded as probationary employees until they have worked for
30 the Company within the bargaining unit described and set forth in Section 1(A) of this Agreement

1 an aggregate total of six (6) months (520 hours) from the first date of employment, or from the first
 2 date of re-employment after a break in continuity of service with the Company, as the case may be,
 3 and during such probationary period all the provisions of this Agreement shall apply to such
 4 employees except the provisions of Subsection (B) of this Section; however, should any such
 5 probationary employee be discharged or laid-off, the Company shall be under no obligation to re-
 6 employ such person. When employees have completed the aforementioned probationary period,
 7 they shall have a seniority status beginning with the date of employment within the bargaining unit
 8 and their continuous service shall commence as of such date. The continuous service and seniority
 9 status of an employee shall not be affected or interrupted as a result of layoffs, injury, illness, leaves
 10 of absence, or other cause not due to the voluntary act or fault of the employee; however, the
 11 continuous service of an employee and his or her seniority status shall be terminated for any of the
 12 following reasons, unless the Company and the Union, by agreement in writing, determine
 13 otherwise:

- 14 (1) Absence of an employee from work for 3 consecutive regular workdays
 15 without having requested and received permission to be absent.
- 16 (2) Failure to report for work, and return to work, when laid off, within 5
 17 workdays after transmission of written notice, or telegram from the Company
 18 to the employee's last known address of Company record that work is
 19 available in accordance with such employee's seniority status. A copy of such
 20 written notification or telegram shall be given to the Union's office within 24
 21 hours after the same is mailed or sent.
- 22 (3) Discharge of an employee for proper cause.
- 23 (4) When an employee resigns or quits.
- 24 (5) Failure of an employee to report to work and return to work following the
 25 conclusion of an approved leave of absence.
- 26 (6) When an employee has not performed any work for the Company as a result
 27 of layoff by the Company or as a result of non-occupational illness or injury.

28 <u>Years of Service</u>	<u>Retains Seniority</u>	<u>*Rehire Extension</u>
29 6 years or less	6 months	*6 - 9 Month Period
30 More than 6 years but less than 11 years	9 months	*9 - 12 Month Period
31 11 years or more	12 months	

1 *Should the Company rehire any terminated employees between the above periods, the rehired
2 employee shall retain his/her seniority date.

3 (B) In all cases of promotions, demotions, when filling vacancies which may occur, when
4 new work operations are created, when work operations are abolished, when work operations that
5 have been abolished are re-established, and in all cases of increase or decrease of forces, preferences
6 shall be given employees with the demonstrated qualifications to perform the work operation in
7 question efficiently and skillfully. In all cases of demotions, when work operations are abolished,
8 and when decrease in forces occurs, the employee(s) affected may replace any junior employee
9 assigned to a work operation which the senior employee is capable of performing efficiently and
10 skillfully with appropriate rate of pay; however, such senior employee may take time off (not to
11 exceed nine (9) months). Seniority shall not be invoked by an employee which would result in the
12 displacement of another employee except as a result of the application of the foregoing provisions
13 of this Subsection. The foregoing provisions of this Subsection shall not apply to probationary
14 employees referred to in Subsection (A) of this Section; therefore, in all cases of decrease in forces,
15 all probationary employees, if any, shall be laid off before any other employees are laid off.

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

19 (D) Apprentices shall be outside the seniority under the provisions of this Section 16
20 except with respect to other Apprentices employed by the Company. However, Apprentices shall
21 be given preference in accordance with their respective length of continuous service with the
22 Company. Upon successful completion of his or her apprenticeship, an Apprentice shall acquire a
23 seniority status in accordance with his or her length of continuous service with the Company from
24 the date of hire.

25 (E) An employee may request in writing to his or her supervisor to be placed on another
26 shift. The supervisor will give serious considerations to the skills involved and, if possible, will
27 honor the request.

28 (F) When an employee is unable to return to work from layoff due to an injury that
29 occurred while working for another employer or a non-occupational illness or injury, then:

30 (1) Another employee may be brought back from layoff or a new hire to fill the
31 vacancy.

1 (2) Injured worker will continue to maintain his/her seniority status for the
2 extended period from the original layoff date as per the contract.

3 (3) Employee must advise and provide the Company with a medical release from
4 his/her doctor in order to be put back on the list for the next available opening
5 for which he/she qualifies.
6

7 **SECTION 17 - LEAVES OF ABSENCE, JURY DUTY, MILITARY SERVICE AND**
8 **FUNERAL LEAVE**

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

21 (B) Any employee, who after having acquired a seniority status as defined in Section 16
22 (A), who is required to serve as a juror shall, for each such day, be paid by the Company the
23 difference he or she receives for service as a juror, and the amount that would have been paid to such
24 employee for eight (8) hours work at such employee's straight-time hourly rate, it being understood
25 that if such employee is released by the Court from such service before noon, he or she shall report
26 to work for the Company immediately following the regular lunch period and receive four (4) hours
27 pay, less that amount paid by the Court; however, if such employee is not released by the Court until
28 after the regular lunch period, he or she will not be required to work for the Company until his or her
29 next regular work shift and shall be paid for eight (8) hours at his or her regular straight-time hourly
30 rate less whatever amount he or she receives from the Court for service. Any employee who has
31 been released as a juror shall submit proof to the Company of the time he or she was released from

1 such service. In the event key employees are called for jury duty, the Company shall have the right
2 to request of the employee that such employee request to be excused as a juror. Within 24 hours
3 after receipt of subpoena or summons, same shall be submitted by the employee to his or her
4 immediate supervisor, which shall constitute proper notice that such employee will be absent from
5 work on the day or days specified in such subpoena or summons. The employee will remain on their
6 shift unless they request to be transferred to day shift. If necessary, the least senior qualified
7 employee on the day shift will be transferred to the shift to replace the employee on jury duty. At
8 the end of the jury duty, the employees affected by the transfer will return to their regular shift.

9 (C) Employees covered by this Agreement who enter military service shall be reinstated
10 upon their release from military service in accordance with the provisions of The Uniformed Services
11 Employment and Reemployment Rights Act.

12 (D) An employee's loss of earnings for up to two scheduled workdays will be paid for
13 purposes of attending and assisting in funeral arrangements for an immediate family member.
14 Immediate family shall be defined as spouse, children, father, mother, brother/s, sister/s,
15 grandparents, grandchildren and spouse's mother and father.

16
17 **SECTION 18 - GRIEVANCES AND/OR DISPUTES**

18 (A) Shop stewards shall be appointed by the Union from among its members employed
19 by the Company covered by this Agreement as follows:

- 20 (1) One Shop Steward shall be appointed in shops employing less than 20
21 employees.
- 22 (2) One Chief Shop Steward and one Assistant Shop Steward shall be appointed
23 in shops employing 20, but less than 50 employees.
- 24 (3) One Chief Shop Steward and two Assistant Shop Stewards shall be appointed
25 in shops employing 50 or more employees.
- 26 (4) Shop Stewards shall not be discriminated against for performing their duties
27 as hereinafter provided for, nor shall any employee be discriminated against
28 for presenting a grievance or dispute or consulting with a Shop Steward about
29 any complaint or grievance he or she may have; however, Shop Stewards'
30 Union activities shall not interfere with regular work assignments. The Union
31 shall keep the Company informed of the names of its members who are
32 appointed as Shop Stewards.

1 (B) Should any grievance, difference or dispute arise between the Company and the
2 Union, or between the Company and an employee, or employees, or both, (involving a violation, or
3 perceived violation of this Agreement) an earnest effort shall be made to settle such grievance,
4 difference, or dispute in the following manner:

5 Step 1. Grievance in order to be valid must be filed, in writing, within 7 calendar days of the
6 occurrence grieved. Within 5 calendar days of filing, the grievance shall be considered
7 by the Shop Steward and the Superintendent or Foreman. If not settled, the grievance,
8 difference or dispute shall be processed as provided for in Step 2. Except in the case of a
9 violation of seniority rights in the lay-off and rehire of employees, the time element for
10 filing a grievance is made known to both parties.

11 Step 2. Within an additional 7 calendar days, an unresolved grievance shall be considered by a
12 designated representative of the Union, and a designated representative of the Company.
13 If not settled within 25 calendar days of its filing, an unresolved grievance, difference or
14 dispute shall, upon the written request of either party, be processed as provided for in
15 Section 19 of this Agreement.

16 (C) In the event a complaint arises between the Company and the Union, in connection
17 with the application, interpretation or alleged violation of any provision of this Agreement, the
18 complaining or aggrieved party shall submit notice thereof to the other. Within three (3) days
19 thereof, (Saturdays, Sundays and holidays excluded) the Union's Business Agent, or other designated
20 representative of the Union, shall meet with a designated representative of Fought and Company,
21 Inc., who shall endeavor to arrive at an adjustment satisfactory to both parties involved, and failing
22 to do so, such complaint shall be processed as hereinafter provided in Section 19.

23
24 **SECTION 19 - JOINT CONFERENCE BOARD - ARBITRATION - FOR THE**
25 **CONVENIENCE OF THE UNION AND THE COMPANY**

26 (A) A Joint Conference Board is hereby created which shall consist of two (2) members
27 and one (1) alternate member, appointed by the Steel and Wire Fabricators Association, Inc., who
28 shall be recognized as the duly authorized representatives of the Company, and two (2) members
29 and one (1) alternate member appointed by Regional Shop Local No. 516 of the International
30 Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, who shall be
31 recognized as the duly authorized representatives of the Union. No two (2) members of the Joint
32 Conference Board, appointed by the Steel and Wire Fabricators Association, Inc., or by Local No.
33 516, shall be connected with the same plant or shop.

1 (B) The Joint Conference Board shall consist of the four (4) permanent members, except:

2 (1) When a controversy before it involves a Company to which one of the
3 members belongs, in which event the Company alternate shall serve.

4 (2) When a member is unwilling or unable to serve, in which event an alternate
5 shall serve.

6 (C) The Joint Conference Board shall convene within 48 hours of the submission to it of
7 any matter in dispute (Saturdays, Sundays and holidays excluded), and the controversy shall be heard
8 in such manner as a majority of the Board may determine. The decision of the Board which in all
9 cases shall be rendered within 48 hours of the termination of the hearing, shall be by a majority vote.
10 In the event of failure to decide any matter submitted to it, the Board shall forthwith attempt to agree
11 upon a fifth disinterested party who shall act as umpire and cast the deciding vote. In the event the
12 members of the Board are unable within 48 hours after the termination of the hearing, (Saturdays,
13 Sundays and holidays excluded) to agree upon a fifth and disinterested member to act as umpire, the
14 Director of the Federal Mediation and Conciliation Service shall be requested to submit the names
15 of five (5) disinterested persons willing and qualified to act as an impartial umpire. From this list
16 the Company and the Union shall each alternately strike one name until four (4) names have been
17 eliminated, and the person whose name remains on the list shall be selected to act as the impartial
18 umpire. The parties hereto agree that the decision of a majority of the Joint Conference Board, or a
19 decision of the impartial umpire, as the case may be, shall be final and binding upon all parties hereto,
20 and judgment thereon may be entered in any Court having jurisdiction. The expense of the fifth and
21 disinterested member of the Board of Arbitration, if any, shall be paid equally by the Steel and Wire
22 Fabricators Association, Inc., and Regional Shop Local No. 516.

23 (D) The Joint Conference Board and/or the impartial umpire, if any, shall have the
24 authority to hear and render decisions over all questions involving the interpretation and application
25 of any of the provisions of this Agreement; however, neither the Board nor the impartial umpire shall
26 have any authority to render decisions with respect to negotiations for a new Agreement, or an
27 amendment to this Agreement, or make any changes in the wage rates specified in this Agreement,
28 or the hours of work specified in this Agreement, or change any other term or condition of
29 employment specifically provided for in this Agreement.

1 **SECTION 20 - WORK STOPPAGES, STRIKES AND LOCKOUTS**

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

6 (B) The Union agrees that neither it, nor its members, individually or collectively will,
7 during the term of this agreement, cause, permit, approve or take part in any strikes, picketing, sit-
8 down, stand-in, slow-down, or other curtailment or restriction of production or interference with
9 work for any reason whatsoever.

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

16 (D) During any period in which employees are engaged in any violation of this Section,
17 the Company will not be required to bargain with representatives of the Union with respect to the
18 employees engaged in such violations, or continue the terms, conditions and benefits to such
19 employees.

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

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

31 Dated:

1 You are advised that certain action took place today in this plant. This action was
2 unauthorized by both the Local and the International Union.

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

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

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

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

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

21 **SECTION 21 - ACCESS TO PLANT BY UNION REPRESENTATIVE**

22 An authorized representative of the Union shall be permitted to visit the office of the
23 Company at all reasonable hours, and after notifying a representative of the Company, designated
24 by it for such purpose, will be permitted to visit the Company's shop during working hours to
25 investigate any matter covered by this Agreement, but shall in no way interfere with the progress of
26 the work.
27

28 **SECTION 22 - BULLETIN BOARDS**

29 The Company agrees to make available to the Union for its exclusive use, bulletin board
30 space for the posting of Union Notices relating to meetings, appointment of committees and/or
31 stewards, election of officers, seniority schedules, dues, entertainment, health and safety.
32

1 **SECTION 23 - SAFETY, SANITATION, EMPLOYEES TOOLS AND PROTECTIVE**
2 **EQUIPMENT**

3
4 (A) The parties hereto recognize the importance of safety provisions in the Company's
5 plant for the welfare of the employees and for the protection of the Company's property. The
6 Company agrees to comply with valid laws pertaining to the safety and health of its employees
7 during the hours of their employment. There shall be a Safety Committee consisting of a minimum
8 of two (2) voluntary members of the Union employed by Company and two (2) people selected by
9 the Company. Safety Committee members must serve a minimum of one year, when possible. The
10 Safety Committee may investigate, discuss, and make reports to the Company, calling to its attention
11 any unsafe or dangerous conditions that may exist, and may make suggestions for the correction of
12 such conditions; provided, however, that by mutual agreement, safety programs already in existence
13 may be continued and may be deemed to comply with the provisions of this Subsection. The Safety
14 Committee representative will receive his or her regular rate of pay while performing his or her
15 duties, for Federal (OSHA) and/or State (OSEA), (WSEA) inspections.

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

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

23 (D) The Company will replace or repair any employee's tools that are lost because of fire
24 or proven forced entry into the Company's plant. At the option of the Company, each employee shall
25 furnish the Company an inventory of his or her tools that he or she brings into the Company's plant.
26 Employees shall only have tools in the Company's plant that are required in the performance of their
27 work.

28 (E) The Company shall furnish at no cost to the employee, unless damaged or lost
29 through neglect or carelessness, the following safety equipment as required by Federal and State
30 Laws for employees:

31 (1) Hard Hats.

1 (2) Non-prescription safety glasses.

2 (3) Welding and Burning Lenses.

3 (4) Welders Gloves for Welders, Burners and Tackers.

4 (5) Leather gloves for Fitters (one pair/month).

5 (F) The Company will pay \$150.00 towards prescription safety glasses.

6 (G) Following one year of employment, the company agrees to pay up to \$160.00 per
7 year towards one pair of "steel-toed boots".

8 **SECTION 24 - SAVINGS CLAUSE**

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

16
17 **SECTION 25 - INTERIM AMENDMENT**

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

25 It is expressly understood that if any disagreement should arise between the parties as to any
26 "Request for Interim Amendment" submitted by either party under this Section 25, such
27 disagreement shall not be reviewable under the grievance procedure set forth in Section 18, nor
28 arbitrable under the arbitration provisions set forth in Section 19 of this Agreement.

1 **SECTION 26 - DURATION AND TERMINATION**

2 This Agreement, with any amendments thereof made as provided for therein, shall remain
3 in full force and effect until midnight December 31, 2024, and, unless written notice be given by
4 either party to the other at least 60 days and not more than 90 days prior to such date of a desire for
5 change therein, or to terminate the same, it shall continue in effect for an additional year thereafter.
6 In the same manner, this agreement, with any amendments thereof, shall remain in effect from year
7 to year thereafter, subject to termination at the expiration of such contract year upon notice in writing
8 given by either party to the other at least 60 days and not more than 90 days prior to the expiration
9 of such contract year. Any such notice as hereinabove provided for in this Section, whether
10 specifying a desire to terminate or to change at the end of the current contract year, shall have the
11 effect of terminating this agreement at such time. However, if the notice given is entitled "Request
12 for Interim Amendment" and specifies that it is given under Section 25 thereof, it shall not prevent
13 the continuance of this Agreement for an additional year though given within the time prescribed in
14 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.

FOR:

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

FOUGHT AND COMPANY, INC.

By: _____
Lawrence E. Gerads, President

By: _____

By: _____
David C. Payne, Recording Secretary

By: _____

SCHEDULE "A" - CLASSIFICATIONS AND JOB DESCRIPTIONS
APPLICABLE TO
BRIDGE, STRUCTURAL AND ORNAMENTAL IRON
AND STEEL FABRICATION PLANTS

POSITION: Leadman (Assembly/Layout/Welding)

DUTIES: Must be able to read and interpret drawings, sketches, bills of material, etc., without help from supervision.

Must have full knowledge of plant organization, methods, procedures, flow of work, and be able to identify materials and other products.

Must be familiar with machines and equipment throughout the plant.

Must be able to lead a group of workers, instruct, direct, be responsible for equipment and tools, assisting foreman in organizing work load, labor force, scheduling of work, planning, etc.

Must maintain an acceptable standard of efficiency, accuracy, cooperation, keep work areas clean, and abide by safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Mechanic A (Layout/Template Maker)

DUTIES: Must be able to read and interpret all types of drawings and sketches, lay out and assemble with speed and accuracy and without the aid of supervision.

Must be able to identify structural steel shapes, cut to length, lay out and fit up welded or bolted detail, show weld sizes, piece marks, direction marks, etc.

Must be able to develop, bend, roll, build up, and assemble various types of plate assemblies and structures.

Will be responsible for the care and use of Company tools assigned to him/her, and must be able to instruct and direct the helper(s) assigned to the job as needed.

Must have sufficient knowledge in burning, welding, and operation of production machines and cranes

Will be responsible for keeping the work area clean and safe, and abide by all safety rules and regulations.

Shall work to his/her full potential at all times.

Shall consistently produce above average quality.

Shall have excellent attendance.

Shall have an excellent attitude.

Shall meet all criteria in base category of Mechanic.

POSITION: Mechanic (Layout/Template Maker)

DUTIES: Must be able to read and interpret all types of drawings and sketches, lay out and assemble with speed and accuracy and without the aid of supervision.

Must be able to identify structural steel shapes, cut to length, lay out and fit up welded or bolted detail, show weld sizes, piece marks, direction marks, etc.

Must be able to develop, bend, roll, build up, and assemble various types of plate assemblies and structures.

Will be responsible for the care and use of Company tools assigned to him/her, and must be able to instruct and direct the helper(s) assigned to the job as needed.

Must have sufficient knowledge in burning, welding, and operation of production machines and cranes

Will be responsible for keeping the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Mechanic (Machinist - Maintenance)

DUTIES: Must be able to read and interpret mechanical drawings, sketches and diagrams.

Will be responsible for preventive maintenance: servicing of all equipment, visually checking wire ropes, chains, and lifting clamps or other lifting devices to ensure their quality and safety.

Must have the ability to dismantle, repair, and reassemble equipment, install or relocate equipment, and test equipment and machines throughout the plant to assure proper functioning after repairs have been completed.

Is responsible for checking and repairing all hand tools within his/her capacity; marking or tagging faulty equipment to avoid injury to other employees.

Will be responsible for the care and use of Company tools.

Must keep sufficient spare parts on hand to ensure that equipment can be repaired as soon as breakdowns occur; document all major repairs on form provided.

Must keep the work area safe and clean, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Fitter (Assembler)

DUTIES: Must be able to read and interpret drawings and sketches showing simple structures, assemblies, and jig work with limited instructions from supervision.

Must be able to work on his/her own or with a helper(s) and perform with speed and accuracy.

Must be familiar with structural steel shapes, cut to length, lay out and fit up welded or bolted detail, show weld sizes, piece marks, direction marks, etc., with limited instruction from supervision.

Will be responsible for the care and use of Company tools assigned to him/her.

Must have sufficient knowledge in burning, welding, and operation of production machines and cranes.

Will be responsible for keeping the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Welder A (Manual/Semi-automatic/Automatic/All Position)

DUTIES: Must have functional knowledge of all welding equipment and be responsible for its daily maintenance and care, without the aid of supervision.

Must have full knowledge of weld electrodes and wire, machine settings, maintain an acceptable standard in quality and quantity, and must be able to use oxygen/acetylene torch for cutting or pre-heat.

Must be able to read and interpret weld symbols, set up and operate semi-automatic or automatic weld equipment, and work periodically off ladders or scaffold platform.

Must hold a valid certificate, or will be subject to a test as requested by the Company.

Must be able to instruct and direct the helper(s) assigned to the job as needed.

Will be responsible for the care and use of Company tools assigned to him/her.

Must keep the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

Shall work to his/her full potential at all times.

Shall consistently produce above average quality.

Shall have excellent attendance.

Shall have an excellent attitude.

Shall meet all criteria in base category of Welder I .

POSITION: Welder I (Manual/Semi-automatic/Automatic/All Position)

DUTIES: Must have functional knowledge of all welding equipment and be responsible for its daily maintenance and care, without the aid of supervision.

Must have full knowledge of weld electrodes and wire, machine settings, maintain an acceptable standard in quality and quantity, and must be able to use oxygen/acetylene torch for cutting or pre-heat.

Must be able to read and interpret weld symbols, set up and operate semi-automatic or automatic weld equipment, and work periodically off ladders or scaffold platform.

Must hold a valid certificate, or will be subject to a test as requested by the Company.

Must be able to instruct and direct the helper(s) assigned to the job as needed.
Will be responsible for the care and use of Company tools assigned to him/her.
Must keep the work area clean and safe, and abide by all safety rules and regulations.
Reports to the Foreman or Leadman.

POSITION: Welder No. II (Manual/Semi-Automatic/Flat/Horizontal Position)

DUTIES: Must have functional knowledge of manual or semi-automatic welding equipment, with limited instruction from supervision.

Must have full knowledge of weld electrodes and wire, machine settings, maintain an acceptable standard in quality and quantity, and must be able to use oxygen/acetylene torch for cutting or pre-heat.

Must be familiar with weld symbols, set up and operate manual or semi-automatic equipment, and work periodically off ladders or scaffold platform.

Must hold a valid certificate, or will be subject to a test as requested by the Company.

Will be responsible for the care of Company tools assigned to him/her.

Must keep the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: CNC Operator (computer numerical control)

DUTIES: Set up and operate CNC equipment to produce parts by programming or making sure the machine has the proper CNC program, setting up and installing the proper tools and consumables; read and understand cutting lists, select and load the proper materials.

Monitor CNC equipment and tooling for any problems or malfunctions during production. Must know how to adjust machine functions to produce good parts and avoid wasted material and unacceptable parts. Must be able to understand tooling and consumables to produce accurate and good quality holes, burns, cuts, etc.

Must measure and inspect first-run parts and continue to sample work pieces to verify accuracy and quality.

Will maintain safe operations by keeping work area clean and adhering to safety procedures and regulations.

Will be asked to operate various other equipment, use hand tools or perform other tasks associated with shop fabrication within his/her capabilities.

Reports to the Foreman or Leadman.

Requirements for a new CNC Operator

Minimum starting rate, 1st class helper.

Requires a 100 hour Company documented probationary and training period with a performance review after completion.

Review shall conclude:

Operator is qualified and shall receive full CNC rate.

Operator needs more training. Duration to be mutually agreed to between the Company and Union.

Operator has limited ability and is unable to qualify for this position.

POSITION: Burner A (Single/Multi-Torch/CNC/Electronic Eye/Radiograph)

DUTIES: Must be capable of operating all types of single or multi-torch burning machines, and be responsible for their daily maintenance and care.

Must have the ability to read and understand bills of material, cutting assignments, sketches, etc., with limited instructions from supervision.

Must be able to lay out, cut to correct size, select the right material from stock, and be efficient and economical.

Must have full knowledge of safety precautions, gas pressures, burning tips, etc., related to material thickness and applications.

Will be responsible for the care and use of Company tools assigned to him/her.

Must perform the work in a safe and efficient manner, keep work area clean, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

Shall work to his/her full potential at all times.

Shall consistently produce above average quality.

Shall have excellent attendance.

Shall have an excellent attitude.

Shall meet all criteria in base category of Burner I.

POSITION: Burner No. I (Single/Multi-Torch/CNC/Electronic Eye/Radiograph)

DUTIES: Must be capable of operating all types of single or multi-torch burning machines, and be responsible for their daily maintenance and care.

Must have the ability to read and understand bills of material, cutting assignments, sketches, etc., with limited instructions from supervision.

Must be able to lay out, cut to correct size, select the right material from stock, and be efficient and economical.

Must have full knowledge of safety precautions, gas pressures, burning tips, etc., related to material thickness and applications.

Will be responsible for the care and use of Company tools assigned to him/her.

Must perform the work in a safe and efficient manner, keep work area clean, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Burner No. II (Hand/Single Torch-Radiograph/CNC)

DUTIES: Must be able to operate hand torch or radiograph machine, and be responsible for its daily maintenance and care.

Must be able to read and understand bills of material, cutting assignments, etc., with limited instructions from supervision.

Must have the ability to lay out by template or otherwise, know gas pressures, select cutting tips related to thickness of material, and be responsible for the care of tools assigned to him/her.

Must perform his duties in a safe and efficient manner, keep work area clean, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Plate Shear Operator

DUTIES: Must have the ability to operate hydraulic or mechanical shear, maintain same and keep in good working order, and know its capacity and limitations.

Must be able to fully read and interpret bills of material, work orders, sketches, etc., set up machine, perform his work with speed and accuracy, with limited instructions from supervision.

Must be able to lay out material by means of a template or otherwise so as to maintain an economical standard, select the right material from stock, etc.

Must be able to instruct and direct the helper(s) assigned, be responsible for equipment and tools assigned to him/her.

Must keep the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Press Brake Operator

DUTIES: Must have the ability to operate hydraulic or mechanical breaks, maintain same, and keep in good working order. Must know its capacity and limitations. Must be able to fully read and interpret sketches, work orders, or assignments (written or verbal), set up machine and perform with speed and accuracy, with limited instructions from supervision.

Must be able to instruct helper(s) assigned to the job as needed.

Will be responsible for the care and use of Company tools assigned to him/her.

Will be responsible for keeping the work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Leadman (Yard)

DUTIES: Must be fully conversant with structural shapes, sizes, grades, weights, bills of material, etc.

Must have full knowledge in loading and unloading of railcars and trucks.

Must have the capability to instruct and direct crew(s), maintain safe and efficient work methods, know the capacity and limitation of all hoisting equipment, clamps and slings.

Will be responsible for the care and proper use of equipment and tools.

Must keep work area clean and safe, and abide by all safety rules and regulations.

Reports to Foreman or Leadman.

POSITION: Loader (Material Handling)

DUTIES: Must be able to understand work assignments, loading instructions, and make up load list as material is being loaded out.

Must be able to load and unload railcars or trucks efficiently and safely, with minimum supervision.

Is responsible for handling and stacking material in a safe manner, being familiar with crane and sling capacity, and using all slings, clamps, and other lifting devices in a proper and safe manner.

Must keep work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Spray Painter No. 1

DUTIES: Must be able to operate and maintain all paint spray equipment used in the plant.

Must be familiar with the standard painting practices, surface preparation, preparation and application of various types of paint according to specification.

Must be able to read and understand the use of mill thickness gauges or other types of testing devices to assure proper paint application.

Be responsible for instructing and directing the helper(s) assigned to the job as needed.

Be responsible for the daily care of tools and equipment assigned to him/her.

Must keep work area clean and safe, maintain an acceptable standard of productivity and quality and abide by all safety rules and regulations.

Must adhere to the Company's respirator program and be responsible for the daily care and cleaning of their respirator.

Reports to the Foreman or Leadman.

POSITION: Spray Painter No. II

DUTIES: Must be able to operate all spray equipment used in the plant, with limited instructions from supervision.

Must be able to prepare (mix) and apply all standard types of primers with limited instructions from supervision.

Must be able to read and use mill thickness gauges within his capability, or with the help of a capable person.

Maintain an acceptable standard of productivity and quality.

Responsible for the care and use of Company tools, keep work area clean and safe, and abide by all safety rules and regulations.

Must adhere to the Company's respirator program and be responsible for the daily care and cleaning of their respirator.

Reports to the Foreman or Leadman.

POSITION: Sand Blaster

DUTIES: Must have full knowledge in operating all blast and recovery equipment.

Must know all types of abrasives and maintain the proper surface profile, with the aid of a profile comparator.

Responsible for the maintenance and proper use of protective clothing, blast hoods, clean air supply, and carbon monoxide warning system.

Maintain an acceptable standard of productivity and quality.

Must keep work area clean and safe, and abide by all safety rules and regulations.

Must adhere to the Company's respirator program and be responsible for the daily care and cleaning of their respirator.

Reports to the Foreman or Leadman.

POSITION: Helper 1st Class (Machine Operator)

DUTIES: Must be able to operate various types of machines (brakes, plate shear excluded) throughout the plant, with limited instructions from supervision.

Must be able to carry out written assignments, read and understand bills of material, lay out by template or otherwise within his capabilities, and be responsible for daily care and maintenance of equipment and tools.

Must be able to make simple set-ups on machines, select the proper material, and perform his/her duties with speed and accuracy.

Will be asked to perform other duties throughout the plant within his capabilities such as: tack welding, grinding, cleaning steel, etc.

Must keep work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Helper 1st Class (Stores/Tool Room Attendant)

DUTIES: Receiving and issuing production materials and equipment.

Collect on a daily basis all power tools, welding guns, welding stingers, electric arc torches, air hoses, extension cords, welding cables, and other miscellaneous tools throughout the plant that are not in use or in need of repair.

Report all breakdowns and major repairs to the Maintenance Department and assist in their duties as required.

Keep production materials (stock) at a safe level (5 workdays minimum), and report immediately when stock runs at a lower level.

Keep a record of all power tools: their condition, quantity, and location. Report all shortages or loss of tools and equipment so that an immediate replacement can take place.

Maintain and disinfect all respirators; store in dust-free container for re-use on a daily basis.

Keep working area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

POSITION: Helper 2nd Class (General Help)

DUTIES: Must have some knowledge, or familiarize himself/herself with the plant and equipment.

Be prepared to receive first-hand instructions from the supervisor regarding the daily functions of the plant, safety rules and regulations, and the danger and hazardous conditions he/she might create.

Will be asked to perform other duties throughout the plant such as: grinding, tack welding, cleaning steel, sweeping floors, etc.

Must keep work area clean and safe, and abide by all safety rules and regulations.

Reports to the Foreman or Leadman.

SCHEDULE "B"

**CLASSIFICATIONS AND RATES OF PAY APPLICABLE TO
FOUGHT AND COMPANY, INC.**

<u>Classification</u>	<u>MINIMUM RATES DAY SHIFT EFFECTIVE DATE</u>		
	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
	2.5%	2.5%	2.5%
Foreman (10% above Mechanic)	\$31.44	\$32.22	\$33.03
Leadman (5% above Mechanic)	\$30.01	\$30.76	\$31.53
Checker	\$29.62	\$30.36	\$31.12
Mechanic A	\$29.16	\$29.89	\$30.64
Mechanic (Layout/Template/Press Operator)	\$28.58	\$29.29	\$30.02
Mechanic (Machinist/Maintenance)	\$28.58	\$29.29	\$30.02
Fitter (Assembler)	\$26.56	\$27.22	\$27.90
Welder A	\$28.02	\$28.72	\$29.44
Welder I	\$27.45	\$28.14	\$28.84
Welder II	\$22.80	\$23.37	\$23.95
Burner A	\$28.02	\$28.72	\$29.44
Burner I	\$27.45	\$28.14	\$28.84
Burner II	\$23.66	\$24.25	\$24.85
Plate Shear Operator	\$24.95	\$25.57	\$26.21
Loader	\$23.55	\$24.14	\$24.74
Spray Painter I	\$24.20	\$24.81	\$25.43
Spray Painter II	\$20.72	\$21.23	\$21.76
Sandblaster	\$21.56	\$22.09	\$22.64
CNC Operator	\$24.95	\$25.57	\$26.21
Helper 1st Class	\$22.22	\$22.78	\$23.35
Helper 1st Class (new hire)	\$19.30	\$19.78	\$20.27
Helper 2nd Class (new hire)	\$13.66	\$14.00	\$14.35

SHIFT DIFFERENTIAL: 2nd Shift: \$0.40 per hour for all classifications

3rd Shift: \$0.40 per hour for all classifications

LETTER OF UNDERSTANDING #1

By and Between
FOUGHT AND COMPANY, INC.
and
REGIONAL SHOP LOCAL UNION NO. 516

RE: SUPERVISORS AND FOREMEN

The Company and the Union agree that salaried supervisors and foremen will be allowed to do hands-on work in the shop as the need arises in order to train new employees or in the case of emergencies. It is understood that such work will not cause another employee to be laid off.

For the Union

For the Company

By: _____
Phillip A Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #2

By and Between

FOUGHT AND COMPANY, INC.

and

REGIONAL SHOP LOCAL UNION NO. 516

RE: BURNER I AND II

The Company and the Union agree to the following training program outlined in this letter:

Burner II (see job description):

Minimum starting rate = first class helper rate

First Period: (345 hours) Probationary period

Review performance after completion of 345 hours with an increase of 40% of the difference towards Burner II.

In the event that the employee shows limited ability and is unable to continue in this program, the Company reserves the right to remove the employee and reinstate him into his previous job classification during this probationary period.

Second period: (345 hours), 690 total hours

Review after completion of 690 hours with an increase of 40% of the difference towards Burner II.

Third period: (515 hours), 1205 total hours

After completion of 1205 hours the Company and the Union will review the employee's performance record and at that time the following will be decided:

- (1.) The employee will be paid the full rate of Burner II; or
- (2.) The employee will need additional training. The amount of training shall be agreed upon by the Company and the Union.

Burner I (see job description):

Minimum starting rate = Burner II rate

(If continuing from Burner II apprenticeship program, don't carry over Burner II monthly progress report hours)

First period: (515 hours) Probationary period

Review performance after completion of 515 hours with an increase of 30% of the difference towards Burner I.

In the event that the employee shows limited ability and is unable to continue in this program, the Company reserves the right to remove the employee and reinstate him into his previous job classification during this probationary period.

Second period: (960 hours), 1475 total hours

Review performance after completion of 1475 hours with an increase of 30% of the difference towards Burner I.

Third period: (960 hours), 2435 total hours

Review performance after completion of 2435 hours with an increase of 30% of the difference towards Burner I.

Fourth period: (515 hours), 2950 total hours

After completion of 2950 hours the Company and the Union will review the employee's performance record and at that time the following will be decided:

- (1.) The employee will be paid the full rate of Burner I; or
- (2.) The employee will need additional training. The amount of training shall be agreed upon by the Company and the Union.

Related Training Courses Required

Employee must successfully complete the following:

- (1.) Blueprint Reading I
- (2.) Shop Math/Use of Calculator

In the event that the employee shows limited ability and is unable to continue in this program, the Company reserves the right to remove the employee and reinstate him into his previous job classification.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #3

By and Between
FOUGHT AND COMPANY, INC.
and
REGIONAL SHOP LOCAL UNION NO. 516

RE: DRUG AND ALCOHOL SCREENING

Labor and Management agree that it is in the best interest of all to promote an alcohol and drug free working environment.

Fought & Company, Inc. has developed and implemented an alcohol and drug screening program involving pre-employment, post-accident and random testing. All employees shall abide by the program rules and procedures. The employer may amend this program at any time. The Employer shall provide Employees and the Union a copy of the program and any subsequent changes to the program within thirty (30) days of said program or changes taking effect.

This policy will become effective on **October 31, 2010** and will remain in effect for the life of this agreement.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #4

By and Between
FOUGHT & COMPANY, INC.
and
REGIONAL SHOP LOCAL UNION NO. 516

RE: EARLY RETIREES HEALTH & WELFARE PREMIUMS

For the contract term, the Company agrees to continue to pay the Health & Welfare premiums for early retirees (those who retire between the ages of 62 and 65), who are receiving a pension from Employers-Shopmen's Local 516 Pension Trust and, provided, the last fifteen (15) years of service is continuous with the Company.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #5

By and Between

FOUGHT & COMPANY, INC.

and

REGIONAL SHOP LOCAL UNION NO. 516

RE: ELIGIBILITY OF HOLIDAY PAY

Effective January 1, 2016 and for the remainder of the contract term, the following paragraph replaces, in its entirety, page 13, Subparagraph (C), Lines 1 through 12 of the Collective Bargaining Agreement:

To be eligible to receive “Holiday Pay” for any of the holidays, or days observed as such, as provided for in Subsection 8(A) of this Section, such employee must have worked 8 hours on his or her regularly scheduled work shift prior to and 8 hours on his or her regularly scheduled work shift following the holiday, unless the employee had requested and been approved for Planned PTO. Unplanned PTO cannot be utilized to qualify for Holiday Pay.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #6

By and Between

FOUGHT & COMPANY, INC.

and

REGIONAL SHOP LOCAL UNION NO. 516

RE: **VACATION / PAID TIME OFF (PTO)**

Effective January 1, 2016 and for the remainder of the contract term, the word “vacation” will be replaced with “PTO”.

Effective December 31, 2016, employees will not be allowed to carry over accrued unused PTO (formerly known as vacation) in excess of 200 hours. Employees with accrued unused PTO in excess of 200 hours will be paid for those hours at their current hourly rate at the time of payoff. Effective January 1, 2017 employees who do not utilize their accrued paid time off from anniversary date to anniversary date will forfeit any accrued unused paid time off in excess of 200 hours at the time of their next accrual.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #7

By and Between

FOUGHT & COMPANY, INC.

and

REGIONAL SHOP LOCAL UNION NO. 516

RE: **UNION DUES**

Effective January 1, 2016 union dues will be deducted weekly.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING #8

By and Between

FOUGHT & COMPANY, INC.

and

REGIONAL SHOP LOCAL UNION NO. 516

RE: Overtime Eligibility

As stated in Fought's Interoffice Memo dated February 8, 2017, employees must have 40 hours of pay before receiving overtime in a work week (Monday through Saturday). The 40 hours can consist of time worked, PTO (planned or unplanned) or a combination thereof.

However, effective April 9, 2018, any use of PTO (planned or unplanned) cannot result in exceeding a total of 8 hours pay on a given day.

Example: An employee starts working earlier than their normally scheduled shift with the intention of working more than 8 hours but subsequently leaves prior to the end of the shift. The employee will be allowed to use available PTO, in accordance with Fought's Attendance Policy, to make up the difference to equal a total of 8 hours only.

For the Union

For the Company

By: _____
Phillip A. Casciato, FS-T/BM

By: _____

Dated: _____

Dated: _____

Attachment #1 – 125 Plan

The purpose of this Plan is to give employees the choice to have a portion of their regular pay applied toward the cost of UMTA Trust Medical/Dental Coverage 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 full-time regular employees are eligible to become Plan participants and have their gross pay reduced by an amount equal to their required contribution for medical/dental coverage. Eligible employees are automatically enrolled in this Plan and their required contribution for medical/dental coverage will be deducted on a pre-tax basis. Should an eligible participant elect to “opt out” of this automatic enrollment, they must indicate such on the form below and check the box corresponding to “I decline to participate in the 125 Plan”.

Eligible participants may revise their participation by submitting a written notification (using the form below) to the office by November 30 each year (otherwise the participant’s participation or declination of participation for the preceding year is irrevocable* and will continue in effect).

A participant ceases to be a participant upon termination of employment or change to part-time employment. This Plan may at any time be amended or terminated by the Company.

*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).

NOTE: Signing this Agreement does not initiate Medical or Dental coverage under the UMTA Trust plans. You must complete separate Medical and Dental Insurance enrollment forms to start or change that coverage as well as to add or change dependents.

Employee 125 Plan Enrollment Acknowledgement/Waiver

Name of Medical/Dental Plans: _____

Effective Date of Pay Reduction: _____

To calculate the required employee contribution amount: Monthly premium **multiplied** by the number of months in a year **divided** by the number of weeks in a year **equals** the required employee weekly contribution amount

Monthly premium \$ _____ x 12 = \$ _____ = Annual Premium

Annual Premium ÷ 52 = \$ _____ Weekly Premium

Please check one:

I understand that my portion of the medical/dental coverage will be deducted from my gross pay on a pre-tax basis as indicated. This required contribution is subject to possible increase during the Plan year.

-OR-

I decline to participate in the 125 Plan.

Employee Name (please print): _____

Employee Signature: _____

Date: _____