

2021-2024 COLLECTIVE BARGAINING AGREEMENT

between

BRINDERSON LLC

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE
WORKERS INTERNATIONAL UNION LOCAL 12-591-10**

(Marathon Anacortes Refinery)

Preamble

This Agreement is between Brinderson, LLC (hereinafter referred to as "the Company") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, on behalf of USW Local 12-591-10 (hereinafter referred to as "the Union").

ARTICLE 1 – INTENT, RECOGNITION, AND PURPOSE

1.01. It is the intent and purpose of the Parties that this Agreement shall promote and improve the industrial and economic relationship between the Company and its employees and to set forth herein the basic agreement covering rates of pay, hours of work, safety, equipment and conditions of employment to be observed between the parties. This Agreement shall not discriminate because of race, color, creed, religion, sex, national origin, age, disability, ancestry, citizenship, sexual orientation, marital status or any other legally protected status and to abide by all applicable federal, state and local anti-discrimination laws.

1.02. The Company recognizes the Union as the sole Collective Bargaining Agent for all full-time and regular part-time mechanics, pipefitters, welders, tool room attendants, cleaning crew members, scaffold builders, laborers, heavy equipment operators, safety employees, carpenters, leads and foremen employed by the Company and work at or out of its Anacortes, Washington facility; excluding all other employees, managerial employees, salaried employees, official clerical employees and guards, and supervisors as defined by the National Labor Relations Act.

The parties understand and agree that the Company shall retain complete discretion in assigning and selecting employees for job opportunities outside the Anacortes, Washington facility.

1. *When the assignment is at a non-represented site.*

They will continue to be covered under the parties' existing collective bargaining agreement for the duration of the assignment. Accordingly, bargaining-unit members will retain those rights, benefits, and obligations afforded under this CBA. Furthermore, employees so assigned shall receive their current wage rates or the wage rates of the location they are working at whichever is greater.

2. *When the assignment is at a represented facility.*

Bargaining-unit employees temporarily assigned to another represented location shall be subject to the terms and conditions of the respective collective bargaining agreement at the other facility. However no employee shall be laid off while on temporary assignment, unless they would have otherwise been laid off at the Anacortes facility. The terms and conditions

of the collective bargaining agreement will not apply to any other employees, regardless of the work, job or classification of such employee who works outside the Anacortes, Washington facility.

1.03. The Company agrees that there shall be no discrimination against any employee because of Union membership or activities with respect to Union affairs, provided that such activities are not in conflict with other provisions of this Agreement or not contrary to this Agreement.

1.04. This Agreement shall supersede all previous agreements between the Company and the Union.

1.05. Any changes to this Agreement, mutual agreements and/or letters of understanding must be made in writing by and between the Company and the Union, and they shall be signed by the Union and the Company's designated representative.

ARTICLE 2 - UNION SECURITY

2.01. Union Membership and Dues Checkoff

Each employee who, on the effective date of this agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the effective date of this agreement and each employee who is hired thereafter shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, acquire and maintain membership in the Union.

Employees hired on a temporary basis, shall be considered regular employees when they have worked a cumulative thirty (30) days in a rolling calendar year.

2.02. Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee who would be required to acquire or maintain membership in the Union if the provision in Section 1 above could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, to pay to the Union each month a service charge as a contribution towards the Union's collective bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable, shall be as designated by the Union's International Secretary-Treasurer.

2.03. Wherever Section 1 or 2 above is applicable:

- a. The Company will check off monthly dues or service charges, including, where applicable, initiation fees and assessments, as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary checkoff authorization cards. The Company shall within ten days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent.
- b. At the time of employment, the Company will suggest that each new employee voluntarily execute an authorization for the checkoff of amounts due or to be due under Section 1 or 2 above. A copy of the card will be forwarded at the time of signing to the Financial Secretary (or, where applicable, Financial Secretary/Treasurer) of the Local Union.
- c. The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.
- d. The Union's International Secretary-Treasurer shall notify the Company in writing of any employee who is in violation of any provision of Section 1 or 2.
- e. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions.

ARTICLE 3 - SUPERVISORS

It is expressly understood and agreed that supervisory, management, and other Company personnel may perform bargaining unit work in the following circumstances:

- A. Demonstrate, direct, and instruct.
- B. To work for short periods of time when actively-working Union employees are unavailable or have declined the work.
- C. If so directed by a client representative.
- D. To respond to emergencies of which immediate action is required to avoid bodily injury or loss or damage to material or equipment.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01. Except to the extent expressly limited by a specific provision of this Agreement, the Company reserves and retains all rights which existed prior to the execution of this Agreement to manage its business and operations at the Anacortes facility, including without limitation, the sole and exclusive rights to manage and direct the workforce and to execute the various duties, functions and responsibilities incident thereto; to determine the products to be handled or manufactured; to require and schedule reasonable overtime; to establish qualifications for all job titles; to schedule the work; to determine methods, processes and means of accomplishing the work; to determine the quality and quantity of work to be performed; to introduce new or improved methods, equipment or facilities for accomplishing the work; to change or discontinue existing work methods, products, material, or facilities; to enforce, establish, revise or add reasonable work rules, policies and procedures which the Company deems necessary to ensure the safety and efficiency of the facility and its employees, by which all employees must abide (including but not limited to drug testing) and which are not inconsistent with the provisions of this Agreement; to decide the number of employees; to hire, promote, or transfer employees, to demote, suspend, discipline or discharge employees for just cause; to relieve employees from duty because of lack of work; to allocate and assign work to employees; and to exercise such other rights as may be necessary for the proper management of its operations at the Anacortes facility.

4.02. The Company has the sole right to subcontract, contract or outsource any work; and to have work performed outside of the Anacortes facility either by third parties or other facilities, including bargaining unit work, at any time and for any reason except that the intent cannot be to erode the bargaining unit.

4.03. At least ten (10) calendar days prior to implementation, the Company will distribute revised or newly implemented work rules or personnel policies to bargaining unit employees and provide a copy to the Union.

ARTICLE 5 — WORK ASSIGNMENT

Work assignments shall be at the discretion of the Company without regard to seniority or classification. Any dispute shall be settled under the grievance and arbitration procedure as outlined in this Agreement.

ARTICLE 6 - PROBATIONARY EMPLOYEES

Newly hired employees shall be probationary employees for their first thirty (30) calendar days of employment and any discharges or layoffs during this period shall not be subject to the grievance and arbitration procedure. Performance feedback will be provided to employees during their probationary period.

ARTICLE 7 – SAFETY

7.01. The Company will provide safe and healthful conditions of work for its Employees and will, at a minimum, comply with all applicable laws and regulations concerning the health and safety of Employees at work and the protection of the environment.

The Company will make every reasonable effort to ensure that all equipment is maintained in a safe condition. Its inspection and maintenance program will give top priority to equipment critical to Employee safety and health. Where faulty equipment creates an abnormal risk to Employees, the Company will take all necessary steps to eliminate the risk.

7.02. Joint Safety Committee

There shall be a Joint Safety Committee consisting of three members selected by the Union and three members selected by the Company. The purpose of the committee shall be to discuss and/or propose safety rules based upon consensus of the committee. For any proposed safety rules, the Company's Site Manager and Site Safety Managers may accept, reject, modify, or send them back to the committee for further discussion.

The Joint Safety Committee shall meet regularly, but no less than monthly to discuss safe working conditions.

Employees serving on the Joint Safety Committee shall be compensated at their regular hourly wage rate while attending the regularly scheduled Joint Safety Committee meetings.

Any employee who feels that he is being required to work under conditions which are unsafe may request a review of the conditions by the Joint Safety Committee. If after said review, the employee still feels that the condition is unsafe he may file a grievance. No employee will be reprimanded for refusing to do an unsafe job if he reasonably believes that job to be unsafe.

7.03. The Company shall ensure that employees have received adequate training for the work they are being assigned to perform, prior to commencing the work. Such training shall be provided by an applicable apprenticeship program or an individual in the same craft, who is demonstrably experienced and qualified in the scope of the work being performed.

ARTICLE 8 - TRAINING

Subject to several exceptions listed below, employees required by the Company to attend any training and certification classes will be compensated at their regular rate of pay, plus overtime if applicable, including costs associated with regular employees retaining a Transportation Worker Identification Card (TWIC). However, turnaround or shutdown / outage travelers are individually responsible for any costs associated with obtaining and retaining their TWIC.

Again subject to any applicable exceptions listed herein, employees' attendance at "testing-only" re-certification sessions will be compensated at their regular rate of pay, plus overtime if applicable. Off-work hours spent in training will be counted toward an employee's calculation of employment benefits eligibility.

Employees will be responsible for ensuring that their certifications remain current and of notifying the Company prior to the expiration dates of their certifications. Employee attendance in re-certification training must be completed prior to the expiration of such certification to be eligible for compensation as well as to be eligible to continue working for the Company at any job site. Notwithstanding the foregoing, employees who fail to attend scheduled recertification classes and where the Company is required to pay for such attendance, the employee will be responsible to pay for subsequent attendance unless the Company caused the employee to be unable to attend, or the employee gives the Company at least twenty-four (24) hours prior notice, or the Company excuses the employee's failure to attend.

Finally, notwithstanding any other provision in this Agreement, employees participating in the Company-sponsored apprenticeship program or any other comparable program shall receive wages and other terms specified by such program(s).

ARTICLE 9 — SUBSTANCE ABUSE POLICY AND PROGRAM

9.01. Substance Abuse Policy.

To the extent consistent with the following provisions and consistent with the Anacortes Refinery's requirements or dictates, the Company shall administer its Substance Abuse Policy in accordance with the terms and conditions set forth in ASAPCC Drug and Alcohol Policy (Rev A 07/27/2017 or as later amended) or any other program required or used at the Anacortes Refinery.

- A. For the purpose of this policy, the term "drug" is defined to include illegal drugs (including but not limited to marijuana), controlled substances, narcotics and abused prescription drugs, and prescription drugs which are not legally obtained or not being used for their prescribed purposes.
- B. The use, possession, transfer, sale, or purchase of drugs, and the presence in one's system of a detectable amount of any drug/or unlawful substance is absolutely prohibited during working hours and while operating company vehicles or equipment or on company or client premises.

- C. The proper use of prescribed drugs as part of a medical treatment program is not a violation of this policy. Employees who believe or have been informed that their use of a legal drug may present a safety risk are to report such drug use to Company supervision to ensure the safety of themselves, other employees, and company property and company vehicles.
- D. Being in possession of or under the influence of alcohol during working hours or while operating company vehicles or equipment is strictly prohibited.
- E. Any employee, who is found to be in violation of the substance abuse policy described above, shall be subject to discipline up to and including immediate discharge.

9.02. **Substance Abuse Program.**

- A. All applicants to whom a job offer is made must undergo a drug and alcohol test at a facility designated by the Company. Any applicant with a non-negative drug test will be ineligible for employment in accordance with applicable consortium at the Anacortes Refinery.
- B. Employees, who are involved in industrial accidents, resulting in personal injury or damage to company or private property during working hours, will be required to submit to a drug and alcohol test.
- C. Reasonable cause for the screening of an employee. Supervisors must decide whether there is reasonable cause to believe an employee is using or has used a prohibited substance. The decision to test will be based on specific, contemporaneous, articulable observations of probable drug use and/or alcohol misuse. Such reasonable cause may include:
 - i. Reporting to work in a state unfit for duty which might reasonably be thought to be caused by drugs or alcohol;
 - ii. Involvement or contributing to an accident caused by disregard of proper procedures and/or safety regulations;
 - iii. Grossly negligent behavior which might reasonably be thought to be caused by drugs or alcohol or which results in a lost-time injury; or

- iv. A demeanor, either physical, mental, or both, or appearance or actions which might be reasonably thought to be caused by drugs or alcohol.

9.03. **Test Results.** *Non-negative results* — If the results of any drug or alcohol test are non-negative, the employee will be subject to disciplinary action up to and including discharge. Non-negative results for an applicant will preclude hiring in accordance with the applicable drug and alcohol consortium. Further, to the extent consistent with any Anacortes Refinery dictates and in the Company's exclusive discretion, an employee with a non-negative finding *may* be offered return-to-duty options short of termination consistent with the steps specified in the ASAPCC program or any other comparable programs mandated by the industry or customer. The Company's decision not to offer return-to-work options to any employees shall not be a violation of this Agreement.

Positive results - If the results of any drug or alcohol test are positive, the employee will be subject to disciplinary action up to and including discharge. Positive results for an applicant will preclude hiring. Further, an employee who refuses to test shall be deemed a "positive" result.

Negative results — If the results of any drug or alcohol test of a current employee are negative, any time lost by an employee will be at the Company's expense.

ARTICLE 10 - SENIORITY, PROMOTION, LAYOFF AND RECALL

10.01. All employees shall acquire seniority in the bargaining unit from the first day worked at the Marathon refinery. Seniority shall apply only where expressly indicated in this Agreement.

10.02. Seniority shall be broken for the following reasons:

- (a) Termination for Just Cause.
- (b) Voluntary quit.
- (c) Layoffs of one hundred eighty (180) calendar days or more. However, time limits may be extended by mutual written agreement on a case-by-case basis, non-precedent setting basis.
- (d) Absence from work because of a non-occupational illness or injury of two hundred seventy (270) calendar days or more. However, time limits may be extended by mutual written agreement on a case-by-case basis, non-precedent setting basis.

- (e) Absence from occupational illness or injury of three hundred sixty-five (365) calendar days or more. However, time limits may be extended by mutual written agreement on a case-by-case basis, non-precedent setting basis.

10.03. The relative seniority of two (2) or more employee(s) with the same seniority date shall be determined by the employee's last four (4) SSN digits. The higher number shall prevail.

10.04. Promotion.

As determined by operational needs and requirements, the Company will consider bargaining-unit employees for promotion at the Marathon refinery based upon the employee's qualifications for the position, skill/craft requirements, experience, past performance (including but not limited to discipline), evaluations, and seniority. In such circumstances, seniority shall govern when all other factors are relatively equal.

10.05. Layoff and Recalls.

- a. When it is necessary to reduce the workforce due to lack of work and/or changed operational needs at the Marathon refinery, employees will be reduced based on qualification and abilities for the job, experience, past performance (including but not limited to discipline), evaluations, and skill/craft requirements. Where all of these factors are relatively equal, seniority shall govern.
- b. Employees laid off due to lack of work and/or changed operational needs will be contacted for recall based on qualifications for the job, experience, past performance (including but not limited to discipline), evaluations, skill/craft requirements for the work, and seniority. Where all factors are relatively equal, seniority shall govern.
- c. All employees who are on layoff and eligible for recall are required to call the Company at their respective home office and report in at least once every two (2) weeks during layoff. Failure to timely call in shall be deemed a voluntary quit. If an employee is recalled from layoff, he/she will be required to accept or reject the recall offer within forty-eight (48) hours of being notified by telephone or mail, whichever occurs first. Further, the employee will be required to report for work within two (2) calendar weeks of accepting the recall offer. The Company may grant reasonable requests for additional time up to two (2) additional weeks in order to report for work. Such requests shall be considered and decided on a case-by-case, non-precedent setting basis. Employees on layoff will be required to supply the Company with a current mailing address and phone number. Employees failing to report to work within the requisite time or failing to provide current contact information shall relinquish all recall rights.

ARTICLE 11 - UNION VISITATION RIGHTS

In connection with the administration of this Agreement, Union representatives shall be entitled, at reasonable times, and so as not to unreasonably interfere with the operations of the Company, to confer with management representatives and Union members at the Company's premises. Prior to visiting the Anacortes Refinery, the Union will contact the Company and make appropriate arrangements. The Union will comply with all Company and client access and safety requirements while at the Anacortes Refinery.

ARTICLE 12 - UNION BULLETIN BOARD

A bulletin board will be provided by the Company for the posting of Union notices. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE 13 - MEAL AND REST BREAKS

Employees are entitled to meal and rest breaks in accordance with Washington law. The Company and Union agree that any dispute concerning meal and rest breaks can and should be resolved through this Agreement's grievance and arbitration provisions.

13.01. Rest Breaks

Each employee shall receive a fifteen (15) minute paid rest period for each four consecutive hours worked to be taken as close as possible to the middle of each work period. Additionally, for every three (3) hours of extra time worked beyond an employee's normal schedule, the employee shall receive an additional paid rest period of fifteen (15) minutes. When the nature of the work allows it, employees may take their fifteen-minute rest periods intermittently if they so wish.

13.02. Meal Periods

All employees are entitled to a duty-free, unpaid meal period of thirty (30) minutes when they work a shift of more than five (5) hours. All employees are entitled to an additional duty-free, unpaid meal period of thirty (30) minutes when they work more than ten (10) hours, but less than twelve (12) hours.

The Company shall provide the first thirty (30) minute unpaid meal period to all employees no later than when the employee completes their fifth (5th) hour of work. A second thirty (30) minute unpaid meal period shall be offered to employees who work more than ten (10) hours, but less than twelve (12) hours. If they so choose, employees may waive the second meal period, but only if they have taken their first meal period *and* work twelve (12) hours or less in the same calendar day or shift. If an employee is eligible and chooses to waive a second meal period, the employee must advise the Company of his/her decision to waive the second meal period in writing. The Company shall provide a form

for employees who work more than ten (10) hours to waive their second meal period, should they choose to do so.

If an employee works more than twelve (12) hours in the same calendar day or shift, the second thirty (30) minute duty-free meal period must be taken and paid.

ARTICLE 14 — EXAMINATION AND IDENTIFICATION FEES

14.01. **Examination Fee.** Physical, mental, or other examinations required by a government body or the Company, shall be promptly complied with by all employees, provided however, the Company shall pay for all such examinations.

14.02. **Examination Methods.** The Company reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense.

14.03. **Examination Disagreement.** In the event of a disagreement between the Doctor selected by the Company and the Doctor selected by the Union, the Company's and employee's Doctor shall together select a third Doctor within thirty (30) calendar days, whose opinion shall be final.

14.04. **Employee Identification.** Should the Company find it necessary to require employees to carry personal identification badge, employees shall comply with such requirement. The cost of such personal identification shall be borne by the Company and/or the client.

ARTICLE 15 – HOURS OF WORK

15.01. A normal, full-time workweek shall be forty (40) hours. Such a workweek may consist of five days of eight (8) hours in the calendar week, four days of ten (10) hours in the calendar week, or some other alternative work schedule generally averaging out to forty hours in the calendar week. The Company's regular workweek will be from 12:00 a.m. Monday through 11:59 p.m. Sunday.

15.02. It is understood that the Company may require employees to work any alternative workweek schedule. Further, a change in an employee's regular starting time and shift schedule may be made at any time in the Company's discretion based upon operational and/or client needs.

If the employee is not given at least 24-hours' notice of the change to his/her regular starting time and/or schedule, the employee will be paid the rate of time and one-half (1 ½) of the employee's regular straight time rate of pay for all hours worked in the first (1st) shift following

the change. An employee will not be sent home during the normal workweek to avoid the payment of time and one half (1 ½).

Overtime

15.03. All hours worked in excess of forty (40) in any workweek shall constitute overtime and shall be paid at the rate of time and one-half (1 ½) the employee's regular straight-time rate of pay. Employees working in excess of their regularly scheduled workday shall be paid at the rate of time and one-half (1 ½) the employee's regular straight-time rate of pay for all hours worked in excess of their regularly scheduled workday.

15.04. The Company will determine when overtime is necessary. The Company may request any employee to perform overtime work in the zone where the employee is working and the work must be performed. Such overtime will be filled by volunteers first amongst zone employees who are working at the time of the overtime need. If there are insufficient overtime volunteers in the zone, the Company may assign and require any qualified employee to work the overtime. Additionally, employees may be requested to work more than five (5) days per week.

During outages, turnarounds, and emergencies, the Company may require any employee to work overtime and/or more than five (5) days per week.

15.05. There shall be no pyramiding of overtime.

ARTICLE 16 - TIME SHEETS - PAY PERIODS AND PAY DAYS

16.01. **Pay Periods.** All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days' pay shall be held back on an employee's pay, provided, however, that present arrangements shall not be disturbed by this provision. The Company shall have a regularly-designated payday for employees, and such payday shall not be changed without agreement of the Company and the Union.

16.02. **Pay Days.** When a regular designated payday falls on a Sunday or a holiday, the paychecks for the employee not designated to work on such Sunday or holiday, shall be made available on the preceding day. The Company will not be held responsible or penalized for delay in payroll due to circumstances beyond the Company's control.

16.03. **Paycheck Items.** The Company shall furnish each employee with an itemized statement of earnings and deductions, hours paid, straight time and overtime, vacation pay, holiday pay, other compensation payable to the employee, and other disclosure information required by law. Employees will accurately record their time as required by the Company. Upon discharge, the Company shall pay all money due the employee as prescribed by State or Federal Law.

ARTICLE 17 - PAID TIME OFF AND LEAVES OF ABSENCE

Section 1 – PAID TIME OFF (PTO)

(a) **Accrual Rate and Carryover.** Upon date of hire, employees shall start accruing PTO. Employees who are working shall accrue PTO according to the following schedule:

Years of Service	Weekly Accrual Rate
Zero to 2	3.14 hours
3 to 5	3.91 hours
6+	4.68 hours

Employees become eligible for the higher accrual rate on the first day of the pay cycle in which the employee's anniversary date falls.

PTO does not accrue during unpaid leaves of absence, including but not limited to furloughs.

At the end of each calendar year, any unused, accrued PTO will be carried over to the next calendar year up to eighty (80) hours.

(b) **Usage.** Accrued PTO may be used for vacation, personal time, sick and safe leave, or other situations that require time off from work. PTO may be used to provide pay during an otherwise unpaid leave of absence.

For purposes of "sick and safe leave," PTO may be used for the following reasons:

- *Sick time:* An absence resulting from an employee's mental or physical illness, injury or health condition; for medical diagnosis, care or treatment; or for preventive medical care.
- *Family care:* To allow an employee to care for a spouse, register domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling who has any of those same medical issues
- *Business or school closure:* When an employee's place of business has been closed by order of a public official for health-related reasons, or to allow the regular employee to care for a child whose school or place of care has been closed by a public health official for health-related reasons. Employer is not required to make paid time available for weather-related business or school closures.

- **Safe time for domestic violence:** For any of the reasons related to domestic violence, sexual assault, or stalking for which unpaid leave must be granted pursuant to the Washington Domestic Violence Leave Law (RCW Chapter 49.76). The covered reasons are to seek or obtain, for the regular employee or the regular employee's child, spouse, domestic partner, parent, parent-in-law, grandparent, or person with whom they have a dating relationship, any of the following: legal or law enforcement assistance, treatment by health care provider, social services, mental health counseling, safety planning, relocation or other actions to increase safety.

Effective upon completion of their probationary period, employees shall be eligible to utilize accrued PTO up to the number of hours they were scheduled to work on the day(s) of their absence. At least monthly, the Company will provide notice to employees of the amount of PTO accrued since notice was last made, the amount of PTO used since notice was last made, and the total amount of PTO available for use by the employee.

(c) **Rate of Pay.** Employees shall be paid their normal hourly compensation as defined by Washington law.

(d) **Increment of Usage.** Employees may use accrued PTO leave in the same increments as their pay.

(e) **Verification.** The Employer may request verification (including but not limited to a doctor's notes) for uses of PTO for paid sick leave purposes exceeding three (3) consecutive workdays or portions thereof. The Company will keep all information about the reason for the requested sick leave confidential.

(f) **Advance Notice.** If PTO is being requested for non-sick and safe reasons, employees must provide at least fourteen (14) calendar days' notice, though the Employer will accept less notice if the employee was unable to provide requisite notice for reasons beyond his/her control.

Whenever the need to use PTO is for sick or medical-related reasons, employees must provide notice as soon as practicable. When the need for such leave is **foreseeable** (such as a planned treatment, doctor's appointment, or procedure whether for the employee or his/her family members), employees shall request such PTO leave at least ten (10) days before the absence is expected to start. If the need to use leave for sick or medical-related reasons is foreseeable, but not sufficiently in advance to provide the requisite 10-day notice, the PTO request must be given to the employee's supervisor as early as possible in advance of the foreseeable absence. Further, if the leave is requested for domestic violence reasons, the employee must give advance oral or written notice to his/her supervisor or Human Resources (HR) as soon as possible for the foreseeable use of accrued PTO to address domestic violence issues involving the employee or his/her family members.

If the need to use accrued PTO for sick or medical-related reasons is **not foreseeable** (such as when there is an unforeseeable absence due to employee or family member illness or injury), the employee must provide notice of the need to use PTO as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is not possible for the employee to provide notice of an unforeseeable absence (e.g., the employee is in the hospital), another person, on the employee's behalf, may provide such notice. In such circumstances, the employee is expected to follow up with his/her supervisor as soon as possible. In the case of an unforeseen absence related to domestic violence; however, oral or written notice must be provided no later than the end of the first workday that the employee takes such leave, if possible.

(g) **Cash Out at Separation.** Accrued, unused PTO leave shall be paid out at the time of separation from the Company. If it is expected that the employee may be recalled or rehired within twelve (12) months, however, the employee may choose to forego cash out in which case his/her PTO balance will be reinstated upon return. PTO may not be converted to cash or paid out during the term of employment.

(g) **No Retaliation or Discrimination.** The Company will not discriminate or retaliate against an employee for lawful exercise of PTO for paid sick and safe leave purposes. Employees will not be disciplined for the lawful use of PTO in such situations. If an employee feels he/she is being discriminated or retaliated against, the employee should contact his/her supervisor or Human Resources; and/or discuss the situation with his/her Union Representative or Steward.

Section 2 – UNION LEAVE

The Company agrees to grant the necessary and reasonable time off up to five (5) working days, without discrimination and without pay, up to six (6) employees designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (48) hours' written notice is given to the Company by the Union specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there will be no disruption of the Company's operations due to lack of available employees. The parties understand such requests may be denied during turnarounds, outages, and other emergency situations.

Additionally, the Company shall, upon reasonable written notice by the employee, and written request of the employee and the Union, grant a leave of absence without pay, for a period in excess of thirty (30) calendar days, but not exceeding one (1) year to engage in any work pertaining to the business of the Union to not more than one (1) employee, provide such employee has more than one (1) year of continuous service.

Section 3 – FAMILY AND MEDICAL LEAVE

Subject to all applicable rules and eligibility requirements, employees may have available medical leave available to them under the Family Medical Leave Act of 1993 (FMLA) and Washington Paid Family and Medical Leave (PFMLA). During approved FMLA and

PFMLA leave, the Company will maintain employees' health benefits as if they continued to be actively employed, which includes employees paying any employee share of such benefit costs. In addition to workplace posters and other resources, employees may direct any questions regarding family and medical leave to Human Resources.

Section 4 – BEREAVEMENT LEAVE

In the event of death of a family member of an employee's immediate family within the State of Washington, the employee shall be allowed a leave of absence with pay for up to two (2) days with required documentation. If the leave is for a qualifying immediate family member outside of the State of Washington, a leave of absence up to four (4) days with pay shall be allowed with required documentation, including but not limited to written proof that the employee left Washington for bereavement or funeral services. Bereavement leave is available only for employees who have completed probation. "Immediate family" shall be defined as parent, spouse (which includes registered domestic partner), sister, brother, child, grandchild, grandparent of either employee or his/her spouse.

Section 5 – JURY DUTY

Employees may request from their supervisor up to five (5) days of paid jury duty leave during any rolling 12-month period. Jury duty pay will be calculated at the employee's base rate time the number of hours he/she would otherwise have worked (excluding overtime) on the day(s) of absence. If an employee is required to serve beyond five days, he/she will be eligible for up to 12 weeks of unpaid leave. If summoned for jury duty, employees must present a copy of the summons to their supervisor as soon as possible after notification.

Section 6

An employee who is not on an approved non-work and/or work related leave of absence and refuses work when offered work or refuses to report to work when dispatched, or who quits during his/her job, for other than good cause, shall be deemed to have voluntarily quit and shall be treated as a terminated employee. Such employees have no recall rights. If they are considered for employment in the future, they shall be considered a new hire.

Section 7 – Holiday Benefits

Employees assigned to work at a client's site will observe scheduled holidays based on the client's holiday schedule. Any employee who works on a recognized holiday shall be paid time and one-half (1-1/2 times) for all hours worked.

ARTICLE 18 - HEALTH AND WELFARE

Subject to program conditions, full-time employees may be eligible to participate in the Company's health insurance program. The current program provides full-time employees

with important medical, dental and vision insurance benefits. More specific information about these benefits is contained in the Summary Plan Description. The cost of the program is shared by the Company and participating employees. The terms and conditions of the health and welfare program and corresponding benefits is subject to modification and/or amendment at any time in the Company's sole discretion.

ARTICLE 19 - 401K PLAN

Employees may be eligible to participate in a Company-sponsored 401K Plan. The corporate contribution will be based on employee contributions during the calendar year and are credited as contributed. Employer contributions are subject to a four (4) year vesting schedule. Details of the 401K plan and employer contributions are available from the Company Benefits Specialist. The Company reserves the right to amend or modify the Plan in accordance with its terms at the Company's sole discretion at any time.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.01. Prohibited Activity

During the term of this Agreement, the Union and/or the employees represented herein will not for any cause whatsoever, cause, engage in, sanction, or assist in any slowdown in the work, work stoppage, strike, sympathy strike, or any other interference with the operations of the Company. However, no employee covered herein may be discharged by the employer for refusing to cross a lawful primary picket line established by the United Steelworkers International Union at the Anacortes facility. If employees refuse to cross a lawful primary picket line, the Company may assign work to supervisors or others during such period.

20.02. Preventative Measures

The International, its agents, officers and officials, expressly agree that they will take and use every reasonable, prompt and positive measure and effort to prevent and stop any acts described in Section One of this Article including, but not limited to, the mailing of a notice to each employee covered by this Agreement, signed by authorized representatives of the International stating that the employee's action is in violation of the Agreement.

20.03. No Lockouts

During the term of this Agreement, the Company will not lockout the employees. However, if any employee refuses to cross a lawful, primary picket line under Section One of this Article, the Company may lockout all employees until the picket line ends. Additionally, the Company may assign work to supervisors or others during such lockout.

ARTICLE 21 — DISCHARGE AND DISCIPLINE

21.01. The Company reserves the right to discipline or discharge any employee for just cause. An employee shall have the right to have the reasons for discharge in writing from the Company.

21.02. Disciplinary notices shall not be used in consideration of any subsequent discipline after fifteen (15) months from the date of the disciplinary notice. Further, discipline must be assessed within fifteen (15) calendar days after the Company has knowledge of the infraction or underlying incident leading to discipline. Notwithstanding the foregoing, if the Company needs additional time to complete an investigation, it shall be allowed to take such additional time, but only after notifying the Union of such need and stating how much additional time is needed.

21.03. The parties understand and agree that for misconduct of a severe nature, including but not limited to the following, the Company may impose a higher level of discipline up to and including immediate discharge:

- Insubordination;
- Workplace Violence;
- Carrying Unauthorized Passengers While Operating Company Vehicles;
- Severe Safety Violations;
- Recklessness Resulting in Serious Accident while on Company or Customer Property;
- Theft of Company or Customer Property;
- Possession, Sales or Use of Illegal Drugs (Including Marijuana) or Narcotics, or Drinking on Company or Customer Property;
- Falsification of Records;
- Criminal Activity on Company or Customer Premises;
- Sexual Misconduct;
- Willful Damage to Company or Customer Property;
- Possession of Firearms or Any Other Weapon In or On Company or Customer Property, Including In Employees' Vehicles Located On or In Company or Customer Property.

The foregoing list of severe issues, infractions, or misconduct is not intended to be all inclusive.

21.04. All employees will be required to sign acknowledgement / receipt of all Company documents pertaining to Company policies and procedures, training documents, and disciplinary actions. Failure to do so may result in disciplinary action. However, it is understood that an employee's signature on a disciplinary action is simply an acknowledgement of receipt and not an acknowledgement of guilt. The Union may request a copy of the disciplinary form.

21.05. Employees shall have the right to request Union representation during any investigation or interview that may reasonably lead to discipline.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.01. **Exclusive Procedure.** The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Company agree to act promptly and fairly in all grievances.

22.02. **Union Representation.** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

Shop Stewards and a Workers' Committee shall be selected by the Union. The Workers' Committee will consist of not more than five (5) members. The Union shall notify the Company of the names of the Workers' Committee persons thus selected.

The Union may designate stewards for each department and/or unit. The Union shall notify the Company of the names of stewards selected and shall notify the Company in writing of any changes.

Subject to the approval of management based upon workload needs, a steward will be permitted to leave his work during working hours for reasonable periods either (a) to present informal or formal grievances to management or (b) to investigate factual circumstances surrounding a grievance.

22.03. **Time Limits.** Time limits shall be strictly construed. If the Union fails to comply with the time limits, unless extended, then the grievance shall be considered withdrawn. If the Company fails to meet the time limits, unless extended, the grievance shall automatically be moved to the next step in the grievance procedure. Time limits may be extended only by written agreement of the Company and the Union.

22.04. **Step One.** Should a matter come to the knowledge of the Union or employee giving rise to a grievance, such shall be submitted by the Union or the involved employee to the Site Manager or his/her designee. The submissions shall be presented in writing within fourteen (14) calendar days following the event or discovery of the event (or an event which should have been reasonably known to the grievant) giving rise to the grievance. Thereafter, the Union and Company shall diligently seek to reach a fair informal settlement. The party filing a written grievance shall describe the grievance as fully as practical, including section(s) of the Collective Bargaining Agreement that is alleged to have been violated, and the Company shall promptly respond to the issue raised, in writing within fourteen (14) calendar days following receipt of the written grievance.

22.05. Step Two. If resolution is not reached at Step One, the grievance may be moved to Step Two by written appeal to the General Manager or his/her designee within fourteen (14) calendar days, following receipt of the Company's written Step One response. The General Manager or designee, the Staff Representative or designee, the Unit Chair, and one member of the Workers' Committee of the Local Union, shall meet within twenty-one (21) calendar days after receipt of the grievance at Step Two. A written response from the General Manager or his/her designee will be given to the Union within fourteen (14) calendar days after the meeting or discussion.

22.06. Step Three – Arbitration. If there is no resolution at Step Two, either party has an absolute right to submit the matter to arbitration within fourteen (14) calendar days of the Step Two response, and if such right is exercised the party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names of arbitrators for the purpose of determining the dispute. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual written consent between the parties. Accordingly, in the absence of mutual written consent of the parties, an arbitrator may not be presented with or rule upon more than one grievance.

22.07. Selection of Arbitrator. The arbitrator to hear this particular dispute shall be selected by alternately striking names from the FMCS-provided list. The parties shall alternate from one arbitrator to the next who shall be required to strike the first name from the list.

22.08. Arbitrator's Authority. The arbitrator shall consider only the grievance or grievances submitted, and the issues raised therefrom, including any amendments to a grievance that were timely submitted pursuant to the grievance procedures. The jurisdiction of the arbitrator and his/her decision shall be solely confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms or provisions of this Agreement. The arbitrator will confine his/her judgment to the facts submitted in the hearing, the evidence presented to him/her at the hearing, post-hearing briefs or closing argument (if applicable), and the express terms and provisions of this Agreement.

22.09. Arbitrator's Decision. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall render his/her final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact within sixty (60) calendar days of the close of the hearing or if either or both parties submit post hearing brief(s), within sixty (60) calendar days after receiving the post hearing brief(s), provided further that such brief(s) are to be submitted within forty-five (45) calendar days of the close of hearing or sooner if mutually agreed. The Parties may extend the foregoing deadlines by written agreement. Copies of the final decision shall, in duplicate, be furnished to the Union and Company.

22.10. Grievance Representation. Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. However, no employee may leave the job, take up, or handle a complaint or grievance without first requesting permission from the immediate supervisor. Such permission will not be unreasonably withheld.

22.11. Final Decision. Unless the Parties agree otherwise in writing, a settlement or compromise made with respect to any grievance shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement.

22.12. Arbitrator's Fees. The Arbitrator's fee shall be split equally by the Company and the Union. If the Union and Company agree that a short-hand, stenotype or other reporter should take the proceedings the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or Company provides a court reporter or similar means to record the proceeding, the other party must pay an equal share for such services if it wants a copy of any hearing transcript or recording.

22.13. Binding Process. The processing, disposition and/or settlement by and between the Union and the Company of any grievance or other matter shall be absolute and final and binding on the Union and its members, the employee(s) involved and the Company.

22.14. Application to Arbitrator. By accepting to serve as an Arbitrator in any matter, the Arbitrator agrees to abide and be bound by the provisions of this Article.

ARTICLE 25 - APPRENTICESHIP PROGRAM

To the extent required by Washington State and/or federal law, the Company shall make available apprenticeship programs designed to comply with RCW Chapter 49.80 and applicable state and federal requirements for such apprenticeship programs. Consistent with all applicable laws and approved program standards, all terms, conditions, and requirements of such programs shall be exclusively set, amended, modified, and controlled at all times by each program's committee and/or training director. Registered apprentices shall receive wages and benefits set by each program's committee, which shall be consistent with the apprenticeship program standards approved by the Washington State Apprenticeship and Training Council and all applicable laws. Each registered apprentice shall receive training and instruction at no cost to the apprentice.

The Union expressly waives all decisional and effects bargaining obligations associated with every aspect of each apprenticeship program and how it is operated at any time in the future. Any issues or disputes involving such apprenticeship programs shall not be subject to the parties' grievance and arbitration procedure in this Agreement. Such issues or disputes shall be resolved by each program's committee, training director, internal dispute resolution procedures, and/or applicable state or federal remedies.

ARTICLE 26 - WAGES

Effective January 1, 2021, assuming the Company remains subject to RCW Chapter 49.80 and its application and/or enforcement has not been legally delayed, all skilled journeypersons in covered classifications within the meaning of RCW Chapter 49.80 shall be paid a rate not less than an hourly rate consistent with the seventy-fifth percentile in the applicable occupation and geographic area in the most recent occupational employment statistics published by Washington's Employment Security Department. If the initial legal application or enforcement of RCW 49.80 is legally delayed beyond January 1, 2021 for any reason, all skilled journeypersons in covered classifications subject to RCW Chapter 49.80 shall wait for the applicable increase(s) under RCW 49.80 to take effect. Within two weeks of applicable new annual rates being publicly released, the Union and Company will review the seventy-fifth percentile in the applicable building trades occupation and geographic area in the most recent occupational employment statistics published by Washington's Employment Security Department.

Alternatively, if there is no applicable increase for covered classifications subject to RCW 49.80 or the Company is not legally subject to RCW 49.80 for whatever reason, there will be a one (1) percent pay increase for those employees. Such an increase will be effective on the second pay cycle following the release of the annual ESD rates.

For "call outs," employees shall be guaranteed a minimum of four (4) hours of work or pay. Call out work or pay shall be at time and one half (1.5X) the employee's regular hourly wage rate.

When an employee reports to work at a dispatched location, and before that shift has ended, the employee is ordered to report to a different location, the employee will be paid his/her regular hourly rate for the reasonable travel time between both locations.

ARTICLE 27 - CLIENT REQUIREMENTS

If a client of the Company requires that Company employees working on its premises or performing work for it must submit to a drug or alcohol test, a background check, or any other employment-related requirement, the employee must cooperate with such request as a condition of working for the Company.

ARTICLE 28 - SEVERABILITY CLAUSE

Should it be found that any provisions of this Agreement are in conflict with any federal, state or local law now existing, or any laws later imposed, any part of this Agreement in conflict shall be void and considered open for negotiations, but the remainder of this Agreement will remain in full force and effect.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall become effective January 22, 2021 and shall continue in full force and effect until January 22, 2024 and thereafter from year to year, unless either party hereto shall give sixty (60) days written notice to the other of its desire to modify, amend, or terminate this Agreement.


Dated this 12th day of March, 2021.

BRINDERSON, LLC.

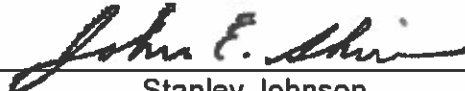
**UNITED STEEL, PAPER AND
FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL & SERVICE WORKERS
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Mark Menghini
SVP & General Counsel




Thomas M. Conway
International President



Stanley Johnson
International Secretary-Treasurer



David McCall
International Vice President
Administration




Frederick D. Redmond
International Vice President Human
Affairs



Gaylan Z. Prescott
District Director



Ron Rodgers
Sub-District Director



Michael P. Adams
Staff Representative



Cameron Webber
Unit Chair



Nathan Lorson
Negotiation Committee



Nathan Townsend
Negotiation Committee



Timothy Garon
Negotiation Committee



Chris Bitterman
Negotiation Committee