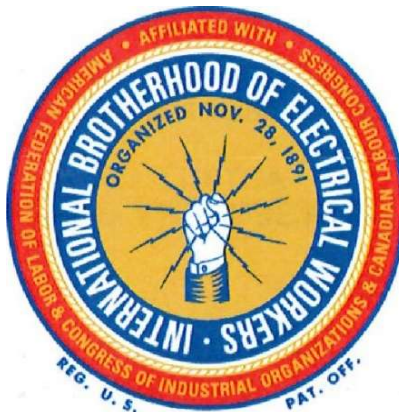


**AGREEMENT
BY AND BETWEEN
TUBE ART DISPLAYS, INC.
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 48**

January 1, 2023

through

December 31, 2025



**AGREEMENT
BY AND BETWEEN
TUBE ART DISPLAYS, INC.
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 48**

This Agreement has been made and entered into this 1st day of January 2023, by and between Tube Art Displays, Inc. (hereinafter referred to as the “Employer”) and the International Brotherhood of Electrical Workers, Local Union No. 48, AFL-CIO.

BASIC PRINCIPES

All parties to and covered by this Agreement have a common and sympathetic interest in the Sign Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between all parties aforementioned and the Public. Progress in industry demands a mutuality of confidence between all parties to and covered by the Agreement. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows: The parties to this agreement shall not discriminate in any manner in the application of this labor agreement against anyone because of race, religion, sex, color or national origin, physical or mental handicap or veteran status.

**ARTICLE I
RECOGNITION**

Section 1.1 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all of its outside electrical servicemen and installers who are employed in Local Union 48 jurisdiction, but excluding all office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

Section 1.2 There shall be a Labor-Management Committee of two representing the Union and two representing the Employer. It shall meet regularly by mutual agreement between the parties. The Local Union shall select the Union representatives and the Employer shall select the management representatives.

Section 1.3 The employer and the Union agree to a three-year Agreement. The Agreement may be amended by mutual written consent and incorporated into the Agreement.

**ARTICLE II
MANAGEMENT RIGHTS**

Section 2.1 The Union understands that the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in this Collective Bargaining Agreement, in planning, directing and controlling the operation of all work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement in requiring all employees to observe all safety regulations and in discharging employees for cause. The Employer also retains the right to close all, or a portion of, the facility covered by this

Agreement or to sell, relocate, transfer work, or in any other way to dispose of or alter such facility and the work performed therein.

Section 2.2 The Employer shall have the right to discharge, discipline, demote, transfer or hire either on a part time or full-time basis any employee as long as the Company's Policy is followed. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized. The Company shall notify the Union Representative within 24 hours of any change to the Company's Employee Discipline and Documentation Policy.

ARTICLE III UNION SECURITY

Section 3.1(a) All Employees covered by this Agreement shall, as a condition of employment, tender the full and uniform fees in effect in the Local Union thirty (30) days following the beginning of employment, or the effective date of this Agreement, whichever is later. Those employees who may be accepted into membership in the Union shall therefore tender to the Union regular monthly dues uniformly paid by other members of the same classification in accordance with its rules.

Section 3.1(b) In the event that an employee fails to tender the initiation fee, or fails to tender to the Union the periodic dues as set forth above, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to discharge such individual worker within five (5) working days (Saturday, Sunday and Holidays excluded) for failure to maintain continuous good standing in the Union in accordance with the dues above referred to in this paragraph. However, in no event shall the Employer be obligated to discharge any workers in violation of the laws of the United States or the State of Oregon or Washington.

Section 3.1(c) If the Employer discharges any workers at the request of the Union, The Union shall defend any claim, or suit, brought by any person or persons growing out of such discharge, at its own expense and hold the Employer harmless from any judgements or awards arising from such discharge. Additionally, the Union shall defend against and shall hold the Employed harmless from any claim, charge, fines, penalties or awards imposed by the United States Government, the State of Washington, the State of Oregon, or any other governmental agency growing out of such discharge.

Section 3.2(a) **HIRING:** The Union shall maintain a register of qualified employees who are available for work in the sign industry. The employer may call the Union for qualified employees when any vacancies or opportunities for employment exists, however the employer may secure workers in the sign industry without contacting the union. First consideration for employment for any bargaining unit employee shall be with the Union referral hall. The employer agrees to provide the Union, within forty- eight hours (48) with the name, address, and telephone number of any employee hired outside the Union referral process.

Section 3.2(b) When requested by the Employer the Union agrees to dispatch to the Employer qualified workmen from its sign industry out of work list for the purpose of screening. Applicants dispatched for this purpose shall not be entitled to compensation when initially dispatched unless they are hired and/or employment paperwork begins.

Section 3.2(c) The Employer may refer employees to the Union for purposes of having their names placed on the sign industry out of work list. The Union agrees to place any such persons on the out of work list and to make referrals to the Employer without regard to Union membership or whether the applicant has worked under a Union contract in the past.

Section 3.2(d) The Employer has the right to reject an applicant for any lawful reason and to designate the applicant or any other employee as ineligible for employment with the Employer.

The Employer may provide, on the referral form, the reason for rejecting the applicant. This action is not subject to the grievance/arbitration procedures under this Agreement.

Section 3.3 The Employer agrees to provide the Union with written notification of the name, classification, social security number and rate of pay of any new employee within eight (8) calendar days from date of hire.

ARTICLE IV STRIKES AND LOCKOUTS

Section 4.1 Except as expressly herein provided, the Union will not call or sanction, nor will the employees covered by this Agreement engage in any strike, work stoppage, slow down picketing or other forms of economic action directed at the Employer during the term of this Agreement. Employees who violate this commitment will be subject to discharge. The Employer will not engage in any lockout during the term of this Agreement.

Section 4.2 As an exception to Section 4.1 above, it shall not be deemed a violation of this Agreement or cause for discharge for an employee to voluntarily respect a lawful recognized picket at locations away from the Employers facility if approved by the Columbia Pacific Buildings and Construction Trades Council. In cases of emergency maintenance involving the protection of life or property employees shall be required to perform such necessary emergency repairs.

ARTICLE V GRIEVANCE PROCEDURES

Section 5.1(a) There shall be no stoppage of work by lockout or strike because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled as stated herein:

Step 1: A meeting shall be held between the Employer or its designated representative and the designated Business Representative of the Union within seven business days of notification by either party to hold such meeting.

Step 2: If the dispute or grievance is not resolved within fifteen working days from the date presented either party may serve notice to the other party to proceed to a hearing with an Arbitrator selected by alternately striking from a list of five Arbitrators provided by the Federal Mediation and Conciliation Service (FMCS).

Section 5.2 All decisions rendered by the third party shall be final and binding upon all parties and shall be rendered within thirty days after the close of the hearing. The cost of the neutral third party shall be borne equally by the Employer and the Union.

Section 5.3 The power and authority of the designated Arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of this Agreement as stated herein. The Arbitrator shall not have the authority to add or subtract from or modify any term of this Agreement. All time limits referred to in this Article may be extended by mutual consent in writing, e-mail or other verifiable electronic means. Any grievance shall be reduced to writing and submitted to the other party within fifteen days (15) of the dispute to be valid.

**ARTICLE VI
SHOP STEWARDS AND UNION ACCESS**

Section 6.1 The Union shall have the right to appoint one (1) employee to serve as a Steward. The employer will be notified in writing of the name of the appointed Steward. The Steward shall see the Agreement and working rules are observed. Under no circumstances shall the employer discriminate against any employee making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement. If any dispute arises on a job that a Steward cannot settle, the Steward will notify the Business Manager. The Steward shall have no further jurisdiction over the matter giving rise to the dispute and proved that the matter causing the dispute remains status quo, the Steward will return to his/her work assignment pending arrival of the Business Manager.

Section 6.2 A representative of the Union shall be allowed access to any job site at any reasonable time where bargaining unit members of the Union are employed (provided the Employer has that authority). Such access is conditioned upon an understanding that the Union representative will not interfere with work or production and will comply with all safety rules and customer's requirements.

**ARTICLE VII
HOURS OF WORK AND OVERTIME**

Section 7.1 The regular workweek for all classifications shall consist of forty (40) hours between 4:00am to 6:00pm to be performed Monday through Saturday. All work scheduled on Saturday will require mutual agreement between the Employee and Employer. All hours worked outside the regular workweek or any time over eight hours (8) in a shift shall be compensated at one and one-half the regular rate of pay. This Labor Agreement shall not restrict any scheduling of work or hours worked by the Employer.

Section 7.1(a) The Employer may establish shifts beginning at 6:00 p.m. to 12:00 midnight with a fifteen percent (15%) pay premium and from 12:00 midnight until the end of the established shift at a thirty percent (30%) pay premium.

Section 7.2 Current Bargaining Unit employees shall not lose work hours during their normally scheduled workweek as a result of subcontracting. Provided, the Employer may subcontract when there is, or it is reasonably forecasted that there will be, inadequate existing staffing, company owned equipment, or customers' demands to timely perform the work. Provided further, work hours lost incidental to subcontracting based on a reasonable forecast or inadequate existing staffing, company owned equipment, or customers' demands shall not be found to violate this section.

**ARTICLE VIII
MINIMUM PAY TIME GUARANTEES**

Section 8.1 Any employee who reports for work on his/her regular shift, without prior notice not to report, shall be paid at least two (2) hours pay at his/her straight-time classification rate or be put to work for at least two (2) hours. The option to work or to be paid will be at the Employer's discretion. If the Employer determines that work cannot or should not be performed due to emergency conditions beyond its control, this guarantee will be waived.

Section 8.2 Employees who are called at home to work after they have completed their scheduled shift shall be paid time and one-half (1 1/2) their normal straight-time hourly rate of pay for hours worked during such call back with a minimum guarantee of two (2) hours pay.

**ARTICLE IX
HOLIDAYS**

Section 9.1 Recognized paid holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

No work shall be performed on Labor Day except to protect life or property or permission is granted by the Business Manager of the Union.

Section 9.2 If a Holiday falls within the employees PTO the employee will not lose a PTO day.

**ARTICLE X
PAID TIME OFF**

Section 10.1 Employees with 0-5 years of service will receive two (2) weeks of Paid Time Off (PTO). Employees with 5 years or more of service will receive there (3) weeks of PTO. Accrual will be grandfathered in for all current employees at the time of ratification of this Agreement. If an employee has a break in employment for a period of time longer than six months, they will lose their accrual. If an employee's break in employment is due to a quit or termination for cause they will lose their accrual.

Section 10.2 Not more than twenty percent (20%) of the employees in any shop or on any job shall be granted vacation at the same time unless agreed to by the Employer.

Section 10.3 Paid time off must be taken within the year after it is earned. Employees do not carry over any paid time off beyond their next anniversary unless agreed to by the employer.

**ARTICLE XI
TRAVEL TIME AND EXPENSES**

Section 11.1 All travel time involving an overnight trip shall be paid at the straight time rate for hours under forty (40) during the week but not to exceed eight (8) hours within a twenty-four (24) hour period.

Section 11.2 When the employer assigns and employee to work in another jurisdiction where there exists a Collective Bargaining Agreement the employee shall be paid a minimum of this Agreements wage and fringe benefit package or that of the jurisdiction in which work is being performed if that wage and fringe benefit package is higher.

Section 11.3 The Employer agrees to reimburse each employee for authorized actual incidental expenses incurred in connection with assigned duties i.e., parking and tolls. Parking may be assigned by the employer within two blocks of the work site for the most economical rate.

- (a) When an employee is required to stay out of town overnight, expenses are broken down as follows: \$50.00 per day will be paid for meals and is a firm amount and will be paid to the employee without having to provide receipts. The company will arrange for pre-payment of hotel accommodations including tax and provide a credit

card to cover incidentals, or the employee will make their own arrangements and pay with a company issued credit card.

- (b) An out of town overnight stay is defined as travel beyond a 50-mile radius from Portland City Hall including all corporate city boundaries touched by the radius including the city boundary of Salem. This expense shall be paid only when an employee has actual overnight expenses.
- (c) All employees are expected to be on the job at the designated starting time until the designated quitting time in the free zone. The free zone shall include the four-county metropolitan area including Multnomah, Washington, Clackamas counties of Oregon and Clark County in Washington. Employees working outside of the free zone that does not require the employee to stay out of town overnight, will be compensated by paying drive time at the appropriate rate.
- (d) An automobile shall not be considered as necessary for employment. Any motor vehicle owned by a workman covered under this agreement shall not be leased or loaned to the employer. Workmen shall not transport employer's tools or equipment in their vehicles except to serve minor repairs and service calls where the total weight shall not exceed ten pounds. The Employer agrees to compensate the employee for the use of the employee's vehicle when traveling from shop to job, job to job and job to shop at the applicable I.R.S. rate. If an employee elects to use his or her own vehicle when a company vehicle is available, they shall not be compensated at the IRS rate.

Mileage at the IRS rate will be paid for use of personal vehicles for work outside Local Union 48's jurisdiction when traveling outside of the free zone.

This language is to emphasize that employees will not be required to use their personal money for expenses and in the event that it is ever necessary, they will be reimbursed by providing receipts and having approval from the employer to spend more than the allowable amount.

**ARTICLE XII
CLASSIFICATIONS AND HOURLY RATES**

Section 12.1(a) Effective the January 1, 2023, wages and fringe benefits shall be:

<u>CLASSIFICATION</u>	<u>WAGE</u>	<u>H&W</u>	<u>PENSION</u>	<u>TOTAL</u>
Installer	\$37.55	\$8.55	\$.50	\$46.60
Maintenance	\$35.29	\$8.55	\$.50	\$44.34
Non-Electrical	\$23.52	\$8.55	\$.50	\$32.57

Any employee employed on December 31, 2022 shall receive a base wage of \$43.00 hour and will then receive the appropriate wage increases as outlined below.

Effective January 1, 2024 - 4% increase to wages. Effective January 1, 2025 – 4% increase to wages

NEBF will be provided to all bargaining unit employees upon all four of the firms being discussed during negotiations are organized.

No employee shall have a reduction in pay upon ratification of this agreement.

Section 12.1(b) The above rate of pay is the minimum rate of pay for each classification for the duration of this Agreement. The above rate of pay may be increased by management depending on the type of job performed, productivity, and longevity with the company and any other factor management feels appropriate for compensation.

Section 12.2 It is understood that Journey Sign Installers may perform any and all electric sign maintenance and installation work including all wires, conduit, UL listed equipment all worked performed as listed under the State of Oregon Journey Sign Installer.

Section 12.3 Journey Sign Installers must possess a Journeyman Certificate, current first aid card, a commercial driver's license and a forklift certification, welding certification and crane certification to be eligible for this classification and be eligible for the journey hourly wage rate.

All costs associated with the initial licenses (excluding driver's license, journey and trainee certificate and CDL) and renewals to be paid by the Employer. The Employer is only required to pay renewal fees if certifications are kept current by the Employee. It is the responsibility of the Employer to organize classes to keep the Employee current until the JATC develops the curriculum for training apprentices.

Certifications or licenses include:

- First Aid Training
- CDL
- Forklift Certification
- Welding Certification
- Crane Certification
- Lift card
- Staging card
- Journeyman/apprenticeship Certification

Section 12.4 Apprentice Rate of Pay. Apprentices shall receive a wage rate equivalent to the appropriate percentage of the Journey Sign Installer wage rate as listed herein plus Pension and Health and Welfare, except 1st period apprentices shall not be entitled to Pension and Health and Welfare.

Period	Hours	% of JW	Requirement
1 st	0-999	50	First Aid, Drivers' License, State Card
2 nd	1000-1999	60	Forklift, Lift, Scaffolding
3 rd	2000-2999	65	
4 th	3000-3999	70	CDL
5 th	4000-4999	80	Crane
6 th	5000-5999	85	Welding Certification
7 th	6000-6999	90	
8 th	7000-8000	95	
		100	State Electrical Journeyman Card

**ARTICLE XIII
HEALTH AND WELFARE**

Section 13.1 HARRISON HEALTH AND WELFARE: It is mutually agreed between the parties hereto that they agree to be bound by the terms and conditions of the Restated Trust Agreement for the Harrison Electrical Workers Trust Fund and amendments thereto and restatements thereof.

The Employer shall pay the sum of **Eight dollars and Fifty-five cents per hour (\$8.55)** effective **August 1, 2019**, for each hour worked by all employees who perform work covered by the Collective Bargaining Agreement between the Employer and the Union. Effective January 1, 2020, through the termination of the Collective Bargaining Agreement, the Employer, per Section 12(a), shall pay the hourly contribution rate set by the Board of Trustees for the Harrison Electrical Workers Trust Fund.

Hours worked shall be deemed to include straight time hours only. If an active employee, through no fault of their own, does not work enough hours to qualify for healthcare in a month the Employer will pay the difference to the Harrison Electrical Workers Trust Fund needed by the employee to qualify for healthcare coverage.

It is understood and intended by the parties to this Agreement that the purpose of this Section is to establish an Employer funded health and welfare benefit and the contributions to the Harrison Electrical Workers Trust Fund shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid to the Harrison Electrical Workers Trust Fund in accordance with this Section.

Section 13.2 Collection. Employer contributions are due and payable on or before the 15th calendar day of each month covering the hours worked by each employee through the last full payroll period in the prior calendar month. The Employer shall file a monthly report through the EPR live system for each contribution or fringe benefit in the form established therefore. A report shall be filed, regardless of whether or not the Employer employed any covered employees in the period covered by said report, and a report indicating no contributions shall constitute a certification by the Employer that there were no contributions owing for the period covered by the report.

**ARTICLE XIV
RETIREMENT PLAN**

Section 14.1 NINTH DISTRICT RETIREMENT PLAN: The employer agrees to pay Fifty Cents (\$0.50) per hour for all bargaining unit employees for all hours worked covered by this Agreement, except 1st period apprentices who will receive no contributions to the IBEW District 9 Retirement Plan, a jointly trustee pension trust created pursuant to Section 302c of the Labor Management Relations Act.

Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours.

The employer further agrees to be bound by the provisions of the trust agreement created by the IBEW District 9 Retirement Plan dated 1984 and all amendments hereafter adopted and agrees to accept as its representatives the present Employer trustees and their lawfully appointed successors.

**ARTICLE XV
APPRENTICESHIP AND TRAINING**

Section 15.1 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

Section 15.2 The Employer and the Union have agreed to establish a sign industry apprenticeship program through the Joint Apprenticeship Training Council (JATC) which is approved and registered in Oregon & Washington State. When apprentices are utilized, the Employer, Union and Apprentice agree to be bound by all rules and regulations of the JATC Program. The ratio of Apprentices and Helpers to Journeyman shall comply with state law. The Union shall maintain an approved apprenticeship program for the Employer.

Section 15.3 Although an Apprentice is required to work under the supervision of a Journeyman at all times, the Journeyman is not required to constantly work with the Apprentice, but is to lay out all work required and is permitted to leave the work without being accompanied by the Apprentice who is assigned to work under his/her supervision. The Journeyman or Foreman has overall supervision of the Apprentice and will give direction, on-the-job training, and supervise work in progress. At no time will supervision be less than what is required per state law.

Section 15.4 The Employer shall contribute twenty cents (\$.20) per hour worked by all Journeyman and indentured Apprentices for the administration of the apprenticeship. This sum shall be due the Trust Fund by the 15th day of the month following the month in which the hours were worked. This section will be suspended until such a time the Apprenticeship Program is established.

**ARTICLE XVI
ECONOMIC PARITY**

Section 16.1 During the term of this Agreement should any other sign industry company obtain more favorable economic terms and conditions in a contract with the Union, the Employer may serve upon the Union thirty (30) days' notice of implementation of the more favorable economic conditions. During the thirty (30) day period, the Employer and the Union will negotiate over the proposed implementation and its effects.

Section 16.2 The Employer may implement the more favorable economic terms following the thirty (30) day notification period as described above in Section 16.1 unless some other mutual understanding is reached by the parties. In such case, the Union's recourse is limited to timely filing a grievance under Article V of this Agreement claiming that the Employer's implementation exceeds what is necessary to achieve parity. The Union has the burden of proving this claim.

Section 16.3 The Union, with prior notification to the Employer, may offer modifications to this Agreement, if necessary, to organize and reach a first Agreement with a non-signatory sign shop as long as the total overall economic costs are not less than those established under this Agreement,

**ARTICLE XVII
SCOPE OF AGREEMENT**

Section 17.1 This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements shall be deemed to exist or to bind the parties or to impair the legal rights of either party or any rights established under this Agreement unless reduced to writing and signed by both parties.

**ARTICLE XVIII
EFFECTIVE DATE AND DURATION**

Section 18.1 This Agreement will become effective January 1, 2023 and shall remain enforce until December 31, 2025, unless changed by mutual consent, should either party desire to change, modify or terminate this Agreement after January 1, 2023, a written notice must be given to the other party at least sixty (60) days in advance of the expiration date of this Agreement. Said written notice shall specify the desired Sections to change, modify or terminate. If notice is not given within the specified time, this Agreement shall be considered as automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter, unless at least sixty (60) days written notice is provided to change, modify or terminate.

**ARTICLE XIX
SUBSTANCE ABUSE PROGRAM**

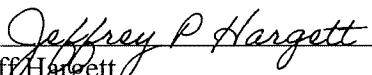
Section 19.1 Tube Art Displays may utilize their employee substance abuse program (SAP) for bargaining unit employees.

SEPERABILITY

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, there upon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Date this 14th day of March, 2023

Tube Art Displays, Inc.:



Jeff Hargott
President

IBEW Local Union No. 48:



Garth Bachman
Business Manager

