

**Collective Bargaining Agreement**

**Between**

**Cascade General, Inc.**

**and**

**The Metal Trades Department of the AFL-CIO,  
The Pacific Coast Metal Trades District Council,  
The Metal Trades Council of Portland and Vicinity,**

**and**

**The International Unions Signatory Thereto  
Effective from July 16, 2008 through June 30, 2011**

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## **ARTICLE 1. SCOPE OF AGREEMENT**

- 1.1** This Agreement shall cover all production, repair, and maintenance Employees (hereinafter the "Bargaining Unit") in the employ of the Employer signatory hereto, and shall apply to all work and activities of the Employer in connection with the construction, conversion, repair or scrapping of any vessel on the Pacific Coast. This includes but is not limited to, dredges, floating dry-docks, offshore drilling vessels, barges, mobile drilling platforms, platforms and all component parts, plant equipment, and all auxiliary equipment used in conjunction therewith, and other work as may be agreed to by the parties.
- 1.2 Project Agreements:**  
Special agreements will be utilized where necessary to increase market share and work opportunities by mutual consent of both parties signatory to this agreement. These agreements will be made prior to the commencement of the project. They will be written as "Letters of the Agreement" for each project. In order to maximize the effect of this provision, all crafts will be requested to act uniformly.
- 1.3 Notification to the Union:**  
The Employer agrees that it shall give notice to the Union of its intent to sell, convey, assign, merge, consolidate or otherwise transfer all of any part of the operations covered by this Agreement at least thirty (30) days prior to executing any agreement for sale, conveyance, assignment, merger, consolidation or other transfer of all or any part of the Employer's operations, covered by this Agreement. The Employer further agrees that, at least thirty (30) days prior to any transfer of ownership of all or any part of the Employer's operations covered by this agreement, the Employer will provide the Union with the name, address, and phone number of such new owner. The Employer shall give notice of the existence of the Collective Bargaining Agreement to any purchaser of the operation covered by this agreement.

## **ARTICLE 2. PARTIES**

- 2.1** This Agreement is made and entered into by and between Cascade General, Incorporated (hereinafter referred to as the "Employer"), and the Pacific Coast Metal Trades District Council, AFL-CIO, on behalf of itself, the Metal Trades Council of Portland and Vicinity the affiliated Local Unions, the International Unions listed below and the Metal Trades Department, AFL-CIO (hereinafter referred to as the "Unions").

## **ARTICLE 3. MANAGEMENT RIGHTS**

- 3.1** Subject to the provisions of this Agreement, the Employer retains the sole right to manage its business and direct the work force.

## **ARTICLE 4. WAGE SCALES AND COMPENSATION**

- 4.1** The Employer agrees to pay to its Employees and the Unions agree that their Members employed by the Employer will accept the wage scales for the various classifications set forth and contained in Schedule A of this Agreement.

**4.2** Payday shall be weekly and in no case shall more than one (1) week's pay be held back. Employees shall be paid prior to the end of the assigned shift, exclusive of the lunch period. Second shift Employees are to be paid on Thursday each week and third shift Employees no later than Friday morning.

**4.3 Special Pay Day Conditions:**

**4.3.1** If an Employee is laid off, discharged, or voluntarily terminates his/her employment, he/she shall receive his/her pay no later than the next regularly scheduled payday, or in accordance with state law, whichever is sooner.

**4.3.2** It is the intent of the Employer to immediately correct errors in an Employee's paycheck. If the Employer does not make corrections within five (5) working days from the time that the error was brought to the attention of the Employer, the Employer shall pay penalty pay of four (4) hours at the Employee's straight time day shift rate per day thereafter until the error is corrected.

**4.3.3** The Employer, upon the request of an Employee, shall mail the Employee's final paycheck to the address stated by the Employee.

**4.4 Bereavement Pay:** All Employees working may receive paid time off up to three (3) days at the straight time day shift rate only, due to the death of an immediate family member, with confirmed documentation. The immediate family member is defined as the Employee's spouse, parent, step parent, spouse's parents, child, sibling, grandparents or grandchildren or the Employee's child's spouse.

**4.5 Supervision:** Supervisors shall be selected with a view to their mechanical, technical and leadership abilities.

Level 1 Supervisors shall be paid at least \$ 1.50 per hour over their regular rate of pay under the Agreement. Level 2 Supervisors, when paid on an hourly basis, will be paid at least \$2.50 per hour over their regular rate of pay under the Agreement.

No Supervisor shall perform the duties of a Shop Steward.

Hourly Employees temporarily promoted to a Ship Superintendent "traditional salaried" position will not work with the tools.

Hourly Supervisors may work with the tools.

**4.6 Reporting Pay and Minimum Pay:** Employees starting a shift or called and starting to work after the starting time of a shift shall receive not less than one half a shift's pay. If an Employee continues to work into the second half of the shift, he/she shall receive clock time thereafter.

Employees required to report for work not continuous with their regular assigned shift hours, or on Saturday, Sunday and Holidays, shall receive not less than four (4) hours at their straight time day shift rate of pay.

The foregoing shall not apply where an Employee is not put to work because of bad weather or breakdown of machinery, except that this shall not be construed to cover failure to have work available. An employee refusing another assignment of work and electing not to work for the show up hours will not receive show up pay.

- 4.7 Jury Duty:** An Employee having seniority and on the active payroll, having been regularly employed and required by law to serve as a juror shall upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for their work time lost on the basis of the difference between his/her straight time day shift rate of pay and the jury pay (excluding travel allowance) provided, however, such Employer reimbursement shall not be applicable to any period of time during which said Employee-juror did not perform work for the Employer other than when prevented from doing so solely because of said jury service, and further provided that such Employer reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard workday, nor more than five (5) days in a standard work week. In applying the foregoing, it is understood that if an Employee is called for jury service, responds to the call, and loses time, but is not accepted for service or serves and is relieved therefrom by the middle of his/her work shift, the Employee will be reimbursed by the Employer for the work time lost on the basis of the difference between the straight time day shift rate of pay and his/her jury pay (excluding travel allowance), provided the employee returns to his/her job immediately, and promptly reports these facts to the Employer; provided further that if an Employee works his/her regular shift in addition to performing jury duty, the employee shall not be paid by the Employer under the provision of this Article.

Swing or graveyard shift Employees called for jury duty shall be excused from working swing or graveyard shift while serving on jury duty and for the purpose of the above Section, shall be considered day shift Employees.

- 4.8 Dirty Work:** The Employer and Union shall recognize dirty work as work within the shipyard industry as conditions more dirty, disagreeable or unpleasant than normal shipyard working conditions. It is the intent of the parties to limit dirty work pay to situations that are exceptionally dirty relative to normal shipyard work. IE: Work in tanks, bilges, sumps, or under floor plates where oil or water has accumulated, in boilers, uptakes, or stacks, or in machinery spaces where unusually dirty conditions exist. Where necessary and applicable, gray water tanks will be prepared suitably for the work in accordance with the Marine Chemist's, or Safety Officer's instructions. The Employer shall provide, at no cost to the Employee(s), adequate protective clothing for all Employees assigned dirty work.

The Employer shall determine, in advance, what areas warrant dirty work pay. However, if a dispute arises, a Union Steward, an Employer Representative, an Hourly Supervisor, and a Safety Representative shall make the determination of dirty work pay. The employer will not be required to pay dirty work pay if the protective clothing provided adequately protects the Employee from the unusually dirty condition, as determined by the above group.

Employees required to perform Dirty Work shall be paid an additional one-half (1/2) hour at the regular rate of pay for each hour worked for the entire period so employed.

Any Employee engaged in handling insulation or asbestos shall be paid a \$0.50 per hour premium for each hour worked for the entire period so employed.

- 4.9 Human Waste:** For Employees working in/on human waste, (CHT) tanks, piping systems and valves or other associated equipment, the Employer will pay one (1) additional hour at the regular rate of pay for each hour worked. The Employer shall continue to pay such penalty until the Employees are allowed to shower or clean up.

Tanks will be prepared suitably for the work in accordance with the Marine Chemist or Safety Officer's instructions.

All Employees must wear the proper Personal Protective Equipment (PPE) as directed when working in these conditions as supplied by the Employer.

The Employer shall make available at no cost to the Employee proper preventative medical care for hepatitis and other diseases that may be caused by exposure to human waste.

The employer will not be required to pay Human Waste Penalty if the following conditions are met:

- a. The entire tank is blasted to a white metal finish, with all contaminated residue removed, prior to the Employees entering the tank; or,
- b. The tank is newly "full coated".

- 4.10 Munitions Work:** Employees required to work within the control boundaries of an area that has been declared by the US Navy in writing to be a secured area where munitions are being handled, shall be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay. This rate shall only be applicable for actual time exposed to the munitions within the control boundaries.

## **ARTICLE 5. HELPERS**

- 5.1** All Employees previously classified as Utility Workers will be classified as Craft Helpers. All Utility Workers that currently have seniority shall retain seniority within their respective craft as Helpers.
- 5.2** Craft Helpers shall be dispatched by their respective Union or recalled by the Employer as provided under **Article 16, Seniority**, according to their Craft Helper Seniority. When a craft specific Helper list is depleted, the respective craft may then call any other seniority helper for work within that craft.
- 5.3** The Craft Helper Classification is designed to provide support for Journey Level employees. It is mutually agreed that helpers shall work with a Journey Level or lead person, assisting in the performance of the work.
- 5.4** Craft Helpers may be evaluated to craft specific "Trainees / Apprentices" by mutual agreement of Labor and Management. Specific issues relative to the "Trainee /

Apprentice" (IE: Seniority, Ratio, Wages, and Criteria) shall be addressed by mutual agreement of the individual Unions and the Employer.

- 5.5 Helpers will be paid according to "Schedule A" of this Agreement.
- 5.6 The Employer may retain a maximum of 20% Helpers yard wide.

## **ARTICLE 6. JURISDICTION**

- 6.1 Traditional Craft jurisdiction shall remain as established between the Crafts. Issues regarding traditional Craft jurisdiction between the Unions shall be resolved exclusively through the Metal Trades Department Jurisdictional Policy. However, during the term of this Agreement, jurisdictional and past practices shall be relaxed to allow for all skills and abilities of all Employees to be utilized to perform the available work safely in the most efficient manner.
- 6.2 The Unions and the Employer shall establish initial percentages of work by Craft and monitor these percentages over the course of the agreement. Craft percentages will be reviewed on a semi-annual basis in order to adjust to changing conditions.

## **ARTICLE 7. TRAINING, HEALTH & WELFARE, AND PENSIONS**

- 7.1 Based on the plan design of July 1, 2008, the Employer will pay the full cost of a base major medical health and dental plan or equivalents. For the duration of this agreement, the parties may elect to meet and agree upon revisions of the healthcare coverage with the intent of directing more of the yearly increase to the Employee's hourly wage. Nevertheless, if Labor and Management are unable to mutually agree to revisions of the healthcare coverage, the employer will continue the full cost of a base major health plan, the Kaiser plan will still be available to Employees.
- 7.2 During this Agreement, all non-seniority Employees must work ninety (90) hours in a calendar month to be eligible for Health and Welfare coverage the following month. Seniority Employees will qualify for Health & Welfare coverage by working forty (40) hours in a calendar month to be eligible for Health and Welfare coverage the following month during this Agreement.
- 7.3 Upon layoff, discharge for cause or quit, benefits will continue for qualified employees until the end of the month. In the event, an employee has met the "hours worked" qualifications to receive benefits into the following month, and is laid off by the Employer, benefits will continue through the following month. In the case of leave of absence, benefits will continue in accordance with federal and state laws. In all cases, self-pay options are available in accordance with federal law.
- 7.4 For any Employees that have participated in the 401K plan and have been receiving up to an 8% match, the Employer will continue to provide a 401K matching employee contributions up to a maximum of 8% of gross earnings. For any employees that currently receive up to a 4% match of employee contributions, or become participants in the 401K Plan after the ratification of this Agreement, the Employer will provide a 401K Plan matching employee contributions up to a maximum of 4% of gross earnings. Plan

provisions currently in place shall remain unless altered by mutual agreement of the Labor Management Committee.

**7.5** Employees will be eligible for the 401k plan when they have worked ninety (90) hours in a calendar month. Once an Employee has qualified they will remain qualified.

**7.6** All union employees are eligible to have wages diverted to their union pension funds from the first hour worked with the company. A Local Union may, by a majority vote of employee members, consistently divert from their hourly rate a portion of the wage increase not to exceed a total of \$4.20 into their pension and will notify the Employer's Accounting Department by August 1, 2008 to be effective September 1 and each year prior to July 1<sup>st</sup> of any change in the Pension Fund Contribution.

**7.7** Employer contributions to Union Pension Funds

**7.7.1** For all Employees, effective the first shift following the completion of the qualifying period of ninety (90) hours worked in a calendar month, the Employer will contribute \$1.00 for each hour worked to a Union Pension Fund. Once an Employee has qualified they will remain qualified.

**7.7.2** As of July 1, 2008, the Unions have agreed that additional employer contributions to Union Pension Funds in the amount of \$0.10 as of ratification, \$0.10 in July 1, 2009, and \$0.05 in July 1, 2010 shall be made from the annual wage increases as shown on Schedule A.

**7.8** Upon the failure of the Employer signatory to this Agreement to make any of the payments required by this Article, the Pacific Coast Metal Trades District Council may authorize the local Unions to undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be a violation of this Agreement or any of the provisions thereof.

**7.9** See General Teamsters Local Union Number 162 Letter of Agreement at the end of the Contract.

## **ARTICLE 8. HOURS OF WORK**

**8.1** The workweek is Monday through Sunday, and starts at 12:01 a.m. on Monday. Start times and lunch for all shifts are established and can be changed by mutual agreement between the Union and Employer. Any Employee's assigned shift shall be comprised of either five (5) eight (8) hour days or four (4) ten (10) hour days. The Employer and Union may utilize the 4-10 shift at any time based on the mutually agreed upon guideline listed below. The Employer and Union agree that unforeseen issues may arise during a 4-10 shift utilization period and these issues will need to be resolved mutually prior to subsequent 4-10 shift agreements.

**8.1.1** 4-10 shifts will begin on Monday and end on Thursday.

**8.1.2** Any employee required to change hours of work (4-10's to 5-8's or 5-8's to 4-10's) during their assigned work week/shift will be paid on a 5-8 hour basis.



- 8.1.3** If a holiday falls during a workweek (Monday through Sunday), and an employee is working a scheduled 4-10 shift, the employee will receive 10 hours of holiday pay for each day in accordance with Article 9.2.
- 8.1.4** The Employer will make every reasonable effort to accommodate those Employees who have special circumstances and may not be able to work a 4-10 shift (i.e. childcare, home care, and medical conditions, etc.)
- 8.2** All work performed outside or in excess of an Employee's shift hours shall constitute overtime work and shall be paid at the applicable overtime rate as set forth in this Article. For the eight (8) hour shifts, one and one-half (1-1/2) times the regular rate of pay shall be paid for the first four (4) hours after the eight (8) hours per day. For the ten (10) hour shifts, one and one-half (1-1/2) times the regular rate of pay shall be paid for the first two (2) hours after ten (10) hours per day. When more than twelve (12) hours are worked in a shift, double the day shift rate of pay will be paid.
- 8.3** **Second and Third Shift:** An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the Employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the day shift hourly rate of pay plus \$1.00 for each hour worked.
- 8.4** No Employee shall be transferred from his/her regular assigned shift to another shift more than once in a workweek; however, they may be returned to his/her regular assigned shift. This shall not apply in an extreme emergency or where there is a shortage of manpower. Any violation of this Article shall entitle the Employee to the overtime rate for the first such shift worked.
- 8.5** Employees required to work past the quitting time of their scheduled shift, unless relieved from work at least eight and one-half (8-1/2) hours before starting to work on their next scheduled shift, shall be paid the overtime rate of one and one-half (1-1/2) times the regular rate of pay for such shift.
- 8.6** Employees being transferred from either the second (2<sup>nd</sup>) to first (1<sup>st</sup>) shift or third (3<sup>rd</sup>) to second (2<sup>nd</sup>) shift, after being given an eight and one-half (8-1/2) hour break, may return after starting time of the shift, but will be compensated for straight time hours at their regular rate of pay which are lost due to the break up to a maximum of two (2) hours.
- 8.7** **Meal Periods:** A thirty (30) minute meal period shall be allowed on the Employer's time at the end of a scheduled shift if Employees are required to work overtime in excess of two (2) hours and every four (4) hours thereafter.
- 8.8** An Employee required to work during his/her regular meal period shall receive the established overtime rate for such meal period and shall thereafter be allowed another meal period to eat his/her meal on the Employer's time.
- 8.9** **Overtime Rights:** Overtime rights shall be determined in the following priority order: 1) Task (Item) Rights, if applicable 2) Ship Rights 3) Seniority, if skill and ability are equal. The overtime rights do not apply to Crane Operators.
- 8.10** **Mid Shift Layoffs:** During mid-shift manpower reductions shall be adjusted for seniority by the first day shift following twenty-four (24) hours.

## ARTICLE 9. HOLIDAYS

**9.1** The Employer intends to close its operations on the following Holidays:

New Year's Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, Presidents' Day, Memorial Day, the day before or after Christmas, and the day before or after New Year's Day.

**9.2** An Employee who works an eight (8) hour, five (5) day a week shift shall receive eight (8) hours of pay at the straight time day shift rate for each of the above Holidays. An Employee who works a ten (10) hour, four (4) day a week shift will receive ten (10) hours of pay at the straight time day shift rate for each of the above Holidays.

**9.3** **Qualifying Conditions for Holidays:**

**Employees with Seniority:** Will be paid Holiday pay if they have either:

**9.3.1** Been in the employ of the Employer either the regularly scheduled workday before (see Pay Schedule 1) or the regularly scheduled workday after the Holiday (see Pay Schedule 2).

**9.3.2** Is laid off for lack of work within the ten (10) regularly scheduled workdays before the Holiday and is recalled to work within the ten (10) regularly scheduled workdays after the Holiday (see Pay Schedule 2).

**9.4** **Employees without Seniority:** Will be paid Holiday pay if they have:

**9.4.1.** Been in the continuous employ of the Employer for thirty (30) calendar days immediately prior to the Holiday, and;

**9.4.2** Worked any portion of the day before and the day after the Holiday (see Pay Schedule 3).

**9.5** **Exceptions:** Employees will receive Holiday pay in spite of absence on the regularly scheduled workday prior to or the regularly scheduled workday following such Holiday, where such absence was due to one of the following which commenced within the five (5) regularly scheduled workdays prior to the Holiday:

**9.5.1.** Industrial accident with authorized time loss.

**9.5.2.** Bona fide illness covered by a Doctor's certificate.

**9.5.3.** Absence approved and documented by the Employer.

**9.5.4.** Absence was due to a suspension resulting from a random Drug & Alcohol Test that is later determined to be negative.

**9.5.5.** See Pay Schedule 3.

### **PAY SCHEDULE 1:**

Employees will be paid on the next regularly scheduled payday after which the Holiday occurred.

**PAY SCHEDULE 2:**

Employees will be paid on the following regularly scheduled payday in which Employee returned to work.

**PAY SCHEDULE 3:**

Employees will be paid on the following regularly scheduled payday after which Employee complies with the provision(s).

- 9.6 Holiday on Saturday and Sunday:** If a Holiday set forth above falls on Saturday, the preceding Friday shall be observed as the Holiday. If a Holiday set forth above falls on a Sunday and is observed by the State or Nation on the Monday following, said Holiday will be paid for under the conditions contained in this Article. Existing Holidays whose dates are changed by Congressional Law shall be changed in this Article.
- 9.7** When a paid Holiday occurs within an Employee's approved vacation period, they shall receive Holiday pay as provided in this Article and is entitled to take another day of vacation at their discretion if arrangements to do so are made in advance with the Employer. It is the intention of the parties that earned vacation days not be forfeited in this situation.
- 9.8 Work on Holiday:** An Employee who qualifies for Holiday Pay under Article 9.3 or 9.4 and who works on a Holiday listed in Article 9.1, shall be compensated at two (2) times the regular straight-time hourly rate for all hours worked in addition to such Holiday Pay. An Employee who does not qualify for Holiday Pay but who works on any such Holiday shall be compensated at two (2) times the regular straight-time hourly rate for all hours worked on the holiday. Shift workers assigned to work on a Holiday shall receive Holiday Pay calculated at two (2) times the rate of pay inclusive of shift premium.
- 9.9 Failure to Report:** If an Employee is scheduled to work on any Holiday and fails to report for work, he/she shall not be entitled to Holiday Pay for that Holiday.

**ARTICLE 10. VACATIONS**

- 10.1** Employees who work one thousand (1,000) cumulative hours will initially qualify for Vacation Pay. The one thousand (1,000) cumulative hours need to be earned in a five (5) year period. Accumulated hours less than the one-thousand (1,000) hour qualifier shall be purged from the Employer's books beginning five (5) years from their first (1<sup>st</sup>) Anniversary Date with the Employer on a year by year basis, i.e. add the sixth (6<sup>th</sup>) year and drop the first (1<sup>st</sup>) year. Employees only need to qualify once.
- 10.2 Computation of Vacation Pay:** Vacation Pay shall be computed at the following percentages of the actual hours worked multiplied by the Employee's established straight time day shift rate of pay being received by the Employee calculated on a daily basis and accumulated until the vacation is paid. Vacation Pay will be treated separate from other types of pay and wages for the purpose of withholding taxes except in the case of termination.

- 10.2.1** First (1<sup>st</sup>) year period: Three percent (3%) as computed above.
  - 10.2.2** Second (2<sup>nd</sup>) year period: Three and one-half percent (3.5%) as computed above.
  - 10.2.3** Third (3<sup>rd</sup>) year period: Four percent (4%) as computed above.
  - 10.2.4** Fourth (4<sup>th</sup>) year period: Four and one-half percent (4.5%) as computed above.
  - 10.2.5** Fifth (5<sup>th</sup>) year period: Five percent (5%) as computed above.
  - 10.2.6** Sixth (6<sup>th</sup>) year period through tenth (10<sup>th</sup>) year: Five and one-half percent (5.5%) as computed above.
  - 10.2.7** Eleventh (11<sup>th</sup>) through the fifteenth (15<sup>th</sup>) year: Seven percent (7%) as computed above.
  - 10.2.8** Sixteenth (16<sup>th</sup>) through the nineteenth (19<sup>th</sup>) year: Seven and one-half percent (7.5%) as computed above.
  - 10.2.9** Twentieth (20<sup>th</sup>) year and beyond: Eight percent (8%) as computed above.
- 10.3** For employees who have not become eligible for vacation pay as of ratification of this agreement, to advance from one (1) year period percentage to the next higher, as above provided, an Employee is required to accumulate one-thousand (1,000) hours or more in the employ of the Employer in any anniversary year. (For example, an employee with an initial date of hire of May 19, 2007 had worked 1,000 hours by November 1, 2007 and was eligible for vacation pay of 3% on those hours and on all hours worked in that anniversary year up to May 19, 2008. Since the employee had worked 1,000 hours, the employee advances to the 3.5% vacation percentage beginning May 20, 2008.)
- For employees who had been eligible for vacation pay at the time of ratification, there will be no change to the year used for determining movement to the next level.
- Time lost due to an industrial accident in any anniversary year not to exceed six (6) months shall be credited at the rate of forty (40) hours per week toward the minimum one-thousand (1,000) hours required to advance to the next year's period percentage. Years of service need not be consecutive regardless of method of termination.
- 10.4** Vacation periods or Vacation Pay are not cumulative from year to year and the vacation shall be taken at a time mutually agreeable between the Employer and the Employee.
  - 10.5** Vacation Pay accruing to an Employee within his/her vacation year shall be paid to said Employee upon completion of his/her vacation year, unless said Employee quits or is terminated, in which event the employee shall be paid in full for any vacation accrued and not taken. The Employer may pay an Employee any outstanding vacation accrual if he/she has not been actively employed within the last six (6) months.

- 10.6** If an Employee desires to take their Vacation Pay prior to his/her Anniversary Date, he/she will receive pay in accordance with the procedure agreed upon by the Employer and the Local Metal Trades Council.

## **ARTICLE 11. TOOLS**

- 11.1** Employees will be furnished tools. Employees shall take all reasonable care in the use of tools and return them to the custody of the Employer when no longer used. Employees shall have sufficient time prior to the end of each shift to put away tools on the Employer's time.
- 11.2** Determination of sufficient time shall be at the Employer's discretion. The Employer has the right to take action against those Employees who misuse property supplied to them by the Employer.
- 11.3** The Inside Machinists will be compensated at a rate of \$0.25 per hour for those who supply their own tools for the duration of this Agreement.
- 11.4** The Employer will be responsible for the security and insurance of the Inside Machinist's personal tools. The Employer will provide the maintenance, calibration and/or replacement of personal tools (i.e. micrometers, calipers, indicators and gauges.)

## **ARTICLE 12. OUT OF YARD, OUT OF TOWN WORK AND TRAVEL**

- 12.1** **Out-of-Town Work:** (Work outside a radius of thirty (30) miles)  
Travel time shall be paid for at the applicable rate of pay provided under the contract, up to a maximum of eight (8) hours per day. The Employer will pay for coach class transportation and lodging that meets the minimum standard established by the American Automobile Association. The Employer will maintain a schedule and pay Employees a per diem rate for meals not to exceed IRS standards to be updated and distributed annually.
- If work is unavailable upon arrival at the work site, through no fault of the Employer, the scheduled first (1<sup>st</sup>) start time may be changed without paying standby time; however, the Employer will work (if such work is available) the Employee eight (8) hours from the start of such a delayed shift. Overtime will be paid for all hours worked beyond the originally scheduled shift ending time. In addition, if a shift is cancelled due to no fault of the Employer, the Employer may cancel the first (1<sup>st</sup>) shift(s) and pay the Employee four-(4) hours of show up pay at the regular rate of pay for each such shift missed.
- 12.2** **Nearby Out-of-Yard Work:** The Employee is required to report to the job site at the beginning of his/her shift, within a radius of thirty (30) miles. The Employer, if requested by the Employee, will provide courtesy transportation to the job-site on the Employee's time.
- 12.3** Special travel conditions shall be handled by Project Agreement process (**Article 1.2**).
- 12.4** Employees who are assigned work on trial trips of vessels will be paid as though working normally assigned duties on Swan Island and be provided meals and lodging, when

necessary. They shall receive a minimum of ten (10) hours at the regular rate of pay if they are required to stay on board the vessel longer than their normal shift and do not work other than their normal shift providing the vessel is operating outside the confines of the Willamette and Columbia rivers. Lodging and meals are provided. Employees working outside their normal shift hours or directed to standby by their Supervisor shall receive the applicable overtime rate.

## **12.5 Out of Town Work/ Local Workers**

**12.5.1 Out-of-town work.** This Agreement covers the Pacific Coast, and the Parties recognize that different labor market conditions exist among the various Ports. The Parties desire to accommodate not only the Employer's need to attract quality local employees for its out-of-town jobs, but also to protect local conditions established in out-of-town Ports, and employees' expectations to receive the customary pay and benefits for those Ports. Therefore, the Parties agree that when the Employer performs out-of-town jobs, the following conditions shall apply:

**12.5.2 Notice.** The Employer shall provide, to the Metal Trades Council that retains jurisdiction in the out-of-town area being traveled into, written advance notice of when and where the Employer will be performing such out-of-town work within said jurisdiction. Representatives of the Employer and the out-of-the-area Metal Trades Council will communicate to confirm the length of the job, location of the job, and craft manpower requirements prior to the commencement of any such out-of-town work.

**12.5.3 "Local Hires"** When the Employer works on projects located out-of-town and the Employer requires employees in addition to its own ("Regular Employees") it travels to the job, it may hire local employees ("Local Hires") from the Local Unions affiliated with the Local Metal Trades Council retaining jurisdiction. The Local Metal Trades Council shall provide, to the Employer, a complete listing of the affiliated Local Unions which shall include the name, address, telephone number, fax number, and contact person for each Local Union. In the event that the Local Unions affiliated with the Local Metal Trades Council inform the Employer in writing that they are unable to fill the Employers craft man power requirements the Employer shall be allowed to travel additional craft employees of the Employer.

**12.5.4 Standard Local Area Agreement.** Employees that the Employer hires for the out-of-the-area job shall receive no less than the wage and benefit levels set forth within the ("Standard Local Area Agreement").

The ("Standard Local Area Agreements") shall be defined as follows:

For the **Puget Sound Area and North** (i.e., Counties of Snohomish, King, Pierce, Thurston, Mason, and Kitsap, Alaska): the Todd Pacific Shipyards Agreement;

For the **Portland, Vancouver and Vicinity**: the Cascade General, Inc Agreement;

For the **California:** the BAE Systems San Francisco Ship Repair Agreement;

**Other Areas** - The parties shall agree on a ("Standard Local Area Agreement") to use for other out-of-town areas.

**12.5.5 "Home Trusts"** The Employer will pay fringe benefit contributions for "Local hires" directly to their "Home Trusts" for health and welfare, retirement, and training benefits. The out-of-town Local Unions shall have the obligation to supply to the appropriate "Home Trusts" the Name, Address, SSN, Date of Hire, Employer, and contribution rates for "Local hires" in writing, otherwise the Employer will pay fringe benefits for "Local hires" under the terms of its regular Agreement. When the Employer pays to designated "Home Trusts" it shall not be obligated to contribute for "Local hires" to any other trust funds, provided that the "Home Trusts" agree to accept the contributions and credit the "Local hires" in accordance with the trust fund's rules. This provision shall be interpreted to require that an employee's "Home Trust" contributions be deducted from the total applicable "Standard Local Area Agreement" wage/fringe package, with any remainder amount to be paid as wages on the employee's check. The Employer agrees to execute the required Subscriber Agreements with each of the Trust Funds listed below.

#### **ARTICLE 13. JOINT LABOR/MANAGEMENT COMMITTEE**

**13.1** There shall be Labor Management Committee (LMC) to oversee the operation of this Agreement. The LMC shall meet not less than quarterly. The role of the LMC shall be to work within this agreement, and act as a mutual policy making body. An agenda for the quarterly LMC meeting shall be distributed not less than ten (10) working days prior to the meeting. Any proposal introduced by either party during the course of any LMC meeting shall be reduced to writing and shall not become effective until mutually agreed to by a majority vote of the Metal Trades Council of Portland & Vicinity (MTCPV) affiliates and the Employer. Verification of a majority vote in favor of any such proposal shall be signed by the President and Executive Secretary of the MTCPV and shall be part of, and affixed to, any and all final resolutions on any matter to come before the LMC. The LMC shall not change, add to, or delete from, any of the terms and conditions of this agreement.

#### **ARTICLE 14. SAFETY**

**14.1** The Employer, Unions, and Employees are dedicated to the concept that all accidents are preventable. Accordingly, all Parties are committed to achieving and sustaining Zero Accident Tolerance through continuous improvement practices.

**14.2** Employees, the Union and Employer share interest in the prevention of injuries and illnesses. The Employer and Employer's Supervision are required to enforce safety rules and to take corrective actions to eliminate hazardous conditions and practices. Each Employee is expected to follow the rules and policies regarding their own safety and health as well as the safety and health of others.

**14.3** The Safety Committee, consisting of Employees, Unions and Employer Representatives, will continue to ensure the ongoing revision of the Safety Program. The Employer shall designate at least two (2) representatives, one that shall be Senior Management, to participate on the Committee. The Unions shall designate four (4) representatives, consisting of a Business Representative, an Hourly Supervisor and Employees of their choosing to participate on the Committee. The Committee shall meet at least monthly to continually improve conditions and the overall health of the Workforce.

## **ARTICLE 15. SUBCONTRACTING**

**15.1** While it is the intent of the Employer to have all available work performed by its seniority Employees, the Employer retains the right to subcontract or assign work. This includes using other employees provided by the Unions signatory to this contract, subcontracting work or assigning it to other available sources (these other sources or subcontracting shall not be considered to be Employees of the Employer under this Agreement). No seniority Employees within the applicable craft shall be laid off while leased workers are continuing to perform work of that craft. Non-seniority bargaining unit Employees within the applicable craft shall not be laid off longer than three (3) days while leased workers continue to perform work of that craft. A committee shall be formed consisting of Labor and Management to investigate how to increase the amount of available work that is performed by the Employees of the shipyard.

## **ARTICLE 16. SENIORITY**

### **16.1 Scope of Seniority:**

**16.1.1** For the purpose of layoff and recall, the principle of seniority is hereby established for Employees in the Bargaining Unit.

**16.1.2** Journey Level seniority list classifications, qualification for seniority and previous contract exceptions to seniority shall continue as previously established.

**16.1.3** Seniority shall apply to classification of the Craft or Union as set forth in this Agreement, and by such classifications as may be agreed upon by the Employer and the appropriate Union.

### **16.2 Gaining Seniority:**

**16.2.1** Employees with a service date prior to ratification will retain their original seniority date.

**16.2.2** Any Journey Level and above Employee hired or rehired after ratification shall be entitled to seniority upon completion of one hundred (100) cumulative working days within a six (6) month period.

### **16.3 Loss of Seniority:**



**16.3.1** An Employee's seniority may be terminated under the following conditions:

- A)** If the Employee is discharged for cause;
- B)** If the Employee quits;
- C)** If the Employee fails to answer an "Official Notice of Recall" (**Article 16.4.3 D**)

**16.3.2** Any Employee absent for three (3) consecutive workdays or more without notification and furnishing a justifiable reason for such absence shall be considered to have voluntarily terminated his/her employment. Exceptional cases will be handled on their merit. Employees on Employer approved Leave of Absence or Industrial Injury shall not be subject to this provision.

**16.3.3** If the Employee is laid off for lack of work from the Employer's active payroll for a period of one (1) year there will be a loss of seniority. An Employee on Employer approved Sick Leave at the time of lay off for lack of work shall be recalled according to his/her respective seniority recall eligibility and if still unable to return to work shall be returned to the Employer's Sick Leave.

#### **16.4 Layoff and Recall:**

**16.4.1** On layoffs and recalls in any classification or agreed classification, the following factors shall apply:

- A)** Length of continuous seniority with the Employer in the classification or agreed classification;
- B)** Demonstrated skill and ability to perform the work, within the classification or agreed classification. Where factor "B" is equal as between Employees to be laid off and recalled, then factor "A" shall prevail.

**16.4.2** Employees who are laid off in accordance with this article shall be recalled to work in inverse order of layoff, provided the Employee is qualified to perform the work within the classification or agreed classification.

#### **16.4.3 Recall From Layoff:**

- A)** The Employer will place the recall order with the Union, naming Employees eligible to be recalled for such order by Seniority List.
- B)** The Union shall make every reasonable effort to notify the Employee by telephone of his/her recall and time to report to the Employer.

- C) Employees contacted by the Union shall make every reasonable attempt to report for work at the time specified by the Employer.
- D) In the event that the Union fails to fill the recall order within 24 hours, a list of those employees not contacted by the Union, and those contacted who inform the Union they are not answering the recall, shall be given to the Employer by the Union. The Employer may then notify the Employees not answering the recall by Certified or Registered letter sent to the Employee's last address on record. Upon receipt of such "Official Notice of Recall" the Employee must report for work within forty-eight (48) hours or suffer loss of seniority. Additionally, if the Employee fails to accept the Certified or Registered letter and report to work within seven (7) days after the mailing date of the letter the Employee will suffer loss of seniority. The Employer shall notify the Union, in writing, within two (2) working days, of receipt of an unacknowledged letter. It is the Employee's personal responsibility to maintain a current address and telephone number with the Employer and the Union. The Employer and the Union shall handle individual problem cases on their merit.
- E) In the event that the "Recall From Layoff" does not meet the Employer's needs, the Employer may hire additional Employees as provided in **Article 18, Hiring**.

**16.4.4** After the initial recall, seniority shall not apply to recall for jobs of less than ten (10) working days duration starting on the first (1<sup>st</sup>) day following the placing of the order at the Union Hall for an Employee.

- A) The Employer has the responsibility under **Article 16.4.4** to call the Union Hall for Employees with seniority for jobs regardless of duration.
- B) The provision under **Article 16.4.4** is only to give the right to the Employee with seniority, and who is gainfully employed to reject a job offer of less than ten (10) days. Further, there is no guarantee of pay for days not worked.
- C) The Employer can call Employees for more than one (1) job in the ten-(10) day period or less.
- D) If the job is not completed in the ten (10) working days' duration and is needed to be extended from one to three (1 to 3) working days beyond the ten (10) day duration, the Employer is not required to call seniority Employees who originally rejected the ten (10) day call back for that period of time.

## **16.5 Exceptions to Seniority:**

The Employer shall be entitled to retain Supervisors and classifications above Supervisor paid on an hourly rate without regard to seniority. Supervisors paid on an hourly rate will be laid off and recalled to work according to Journey Level Seniority if the employee is not working in a Supervisory capacity.

## **16.6 General Provisions:**

**16.6.1** Employees promoted to any higher classification or to Supervisor paid on an hourly basis shall continue to accrue seniority in the classification from which they are promoted during the time they serve in such capacity.

Employees promoted to jobs outside the Bargaining Unit shall retain such seniority as they had in the classification from which they were promoted as of the day of the promotion. There will be no retroactive adjustments, but prospectively these Employees shall not continue to accrue seniority while out of the Bargaining Unit.

**16.6.2** The Employer will furnish a current Seniority List on a monthly basis to each appropriate Union and Chief Shop Steward, designating Supervisors paid at an hourly rate. Such Seniority List will be posted in the office of the Unions and the Employers, and it shall be the responsibility of the Employee to review such list as to his/her individual seniority status.

**16.6.3** Employees interested in working on projects outside of the thirty (30) mile radius of the Portland Shipyard will be awarded work by seniority consistent with the provisions of this Labor Agreement. Once chosen, an Employee is committed to the project for the duration of the work with the project "job rights". If the Employee makes a request to leave the project they will lose their job rights on the project. If an Employee chooses not to work on this project initially, the Employee will not be allowed to bump lower Seniority Employees assigned to this project when a general layoff occurs, however, when additional manpower is needed on the project it shall be offered to all seniority employees.

**16.6.4** An Employee accepting an appointment as a Union Representative shall be given a leave of absence for a period of time equal to his/her length of employment without pay, and without loss of seniority rights, and with the privilege of returning to the former position provided that the position is in existence at the time of the employee's return and the employee can perform the work. The Employee is required to report to the Employer within in ten (10) days after termination of his/her duties as Union Representative.

## **ARTICLE 17. RECOGNITION, UNION SECURITY, BUSINESS REPRESENTATIVES AND STEWARDS**

**17.1 Recognition:** The Employer recognizes the Unions as set forth in **Article 2** ("Parties") and signatory hereto as the sole Collective Bargaining Agents for all of its Employees engaged in work covered by **Article 1** ("Scope") of this Agreement.

### **17.2 Union Security:**

**17.2.1** Employees included in the Bargaining Unit covered by this Agreement who are members of the respective Union as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

**17.2.2** Employees included in the Bargaining Unit covered by this Agreement who are not members of the respective Union as of the effective date of this Agreement, shall apply for membership in said Union on the thirty-first (31st) day after such effective date; and all Employees who are accepted into membership into the Union shall maintain their membership in the Union as a condition of his/her employment.

**17.2.3** Employees hired after the effective date of this Agreement shall apply for membership in the respective Union on the thirty-first (31st) day following the beginning of such employment, and all Employees who are accepted into membership in the Union shall maintain their membership in the Union as a condition of his/her employment.

**17.2.4** The Employer, upon written request of the Local Union, shall discharge any Employee within two (2) working days after receipt of such notice, who fails to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing in the Union.

**17.2.5** The Employer agrees to deduct from the wage of each Employee who completes a standard form furnished by the Union, his/her Union dues from their pay. The Employer shall remit the dues to the Financial Secretary of the Union or the appropriate trust.

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

**17.3 Shop Stewards:** Each Union may designate one (1) Chief Steward on each shift who will be granted Super Seniority.

It is the intent of the Union that the Shop Stewards shall be selected with a view to their having first hand knowledge of the Employer's work and the Collective Bargaining Agreement and be a Journey Level or above classification. The Metal Trades Council shall advise the Employer of the names of their appointed Stewards.

No Shop Steward shall perform the duties of a Supervisor.

**17.4 Business Representatives:** The Business Representatives of the various Unions shall have access to the shipyard and shipyard shops by carrying the proper credentials and access pass. This access will be authorized only if proof of current automobile insurance; valid driver's license and other proper identification are provided by the Business Representative. When on the premises, the Business Representative will notify the Security Representative. It is the intent of the Union not to interfere or cause employees to neglect their work.

## **ARTICLE 18. HIRING**

### **18.1 Hiring:**

**18.1.1** When additional Employees are required, the Employer will telephone the appropriate local Union at least twenty-four (24) hours in advance so that the Union may have a reasonable opportunity to refer applicants for employment. If less than twenty-four (24) hour notice is given, the Unions will make every reasonable effort to provide the manpower as soon as possible.

**18.1.2** The Employer may reject applicants referred by the Unions, but will provide, in writing, within two (2) working days, the reasons for any rejection. The Employer may discharge any Employee for just and sufficient cause. The Employer agrees to notify the appropriate Union in writing of any Employee not eligible for rehire whose situation will be reviewed annually upon request of the Union.

**18.1.3** The Unions will not discriminate against non-Union applicants in referring applicants to the Employer, and the Employer will not discriminate against Union members in selecting job applicants referred by the Unions.

**18.1.4** A copy of this Article of Agreement shall be posted at the Employer's employment office and the appropriate local Union's dispatch office.

**18.1.5** The Employer may request any former unemployed Employee by name and the Unions shall refer such person after compliance with the provisions set forth in **Article 16**. The Employer will provide proof of former employment of such person if requested by the Union.

**18.1.6** If the Employer hires persons other than those referred by the Unions, the employee shall advise the appropriate local Union within two (2) working days after such person is hired, as to the name, address, social security number, date of hire, classification and rate of pay of such Employee. The same information shall be furnished in writing by the Employer to the appropriate Local Union within forty-eight (48) hours after the termination of such Employee.

**18.1.7** The Unions and Employer agree to hold each of the other Parties signatory hereto harmless from any money damages and penalties assessed against them by any Government Agency or Court of Law because of any charge of unfair labor practice or act where such practice or act was proximately or solely caused by any one of the individual Unions or Employer.

**18.2 Nondiscrimination:** The Employer and Unions agree that there will be no discrimination in employment because of race, creed, color, national origin, age, sex, or handicap, as defined by Federal and State Laws. Nor shall there be any discrimination of disabled veterans or veterans of the Vietnam era. In referring to Employees in this Agreement, the masculine gender is used for convenience only and shall refer both to males and females. Compliance with State and/or Federal laws shall not be considered discrimination under this subsection.

**18.3** See United Association Local 290 Letter of Understanding at the end of this contract.

## **ARTICLE 19. GRIEVANCE AND ARBITRATION**

**19.1** The Grievance Procedure shall be as follows:

**STEP 1.** Either the Shop Steward or the Union Business Representative has five (5) working days to bring the problem to the attention of the Employer Representative. The Employer Representative has two (2) working days to resolve the problem. The Union Business Representative has twelve (12) working days from the date of the alleged violation to submit a written grievance over their signature, to the Employer Representative. This written grievance shall include an explanation of the situation which arose, the applicable provision of the Agreement believed to be violated and in what way it was violated, and the remedies sought. A written grievance which does not include this information shall be returned to the initiating party. Any resolution reached in **Step 1** is final and binding.

**STEP 2.** The Employer Representative or their designee shall review the grievance within two (2) working days. The Employer Representative, or their designee, shall meet with the parties within five (5) working days after they receive the written grievance to attempt to resolve the problem. Any resolution reached in **Step 2** shall be reduced to writing and is final and binding.

**STEP 3.** In the event the grievance is not settled as above provided, either party may submit the grievance within ten (10) working days following the expiration of the time limit provided in **Step 2** to the Metal Trades Council of Portland Executive Board and an Employer representative duly selected by the Employer for consideration and possible settlement. If a settlement is reached between the affected parties, it will be final and binding and shall be reduced to writing.

**STEP 4.** International Union Representative and Company Management. If moved to Step 4, the appropriate Union International President, or that individual's designated representative, and a designated representative of the Employer shall meet within twenty (20) business days of receipt of the request from Step 3. The goal of this meeting will be to consider the facts and potential settlement of the grievance. If a settlement is reached at this Step it is written, signed by the parties and considered final and binding to them.

**STEP 5. Arbitration:** If no satisfactory solution eventuates from **Step 4** within twenty-(20) working days, then either Party may within ten (10) working days thereafter give written notice of arbitration to the other party.

In the event the Parties shall be unable to adjust any complaint, grievance or dispute involving the express terms of this Agreement, such complaint, grievance or dispute shall be referred to an Impartial Arbitrer. If the Parties are unable to agree on a specific Arbitrer, then the Party desiring to arbitrate shall send a request by mail to the Director of the Federal Mediation and Conciliation Service requesting the Director to furnish a list of five (5) Arbitrers. Each party shall have the right to strike a total of two (2) names from the list, and the right to strike first shall be determined by lot, or as otherwise agreed by the Parties, and each party shall alternately strike one (1) name. The name remaining on the list after each Party has stricken two (2) names shall be the Impartial Arbitrer.

The Employer and the Union or Unions involved shall equally pay the Arbitrer's fee, the cost of any hearing room and the cost of a Court Reporter, if requested by the Arbitrer. All other expenses shall be paid by the Party incurring such expense.

The decision of the Arbitrer shall be final and binding upon the Parties. Such decision shall be limited to interpretation and application of the express terms of this Agreement and shall not change or add to any of its terms or conditions. In their decision, the Arbitrer shall specify whether or not the decision is retroactive and the effective date thereof.

- 19.2** Awards or settlements of grievances may or may not be retroactive as the equities of each case may demand, but in no event shall any arbitration award be retroactive beyond thirty (30) calendar days prior to the date on which the grievance was first presented to the Employer unless agreed to by both Parties; provided however, that this provision shall not have any application to grievances pertaining to the payment of either the fringe benefits provided for in this Agreement or the wage scales for the various classifications set forth in Schedule "A" of this Agreement.
- 19.3** Any complaint, dispute or grievance not brought up or carried forward to adjustment or arbitration as provided for in this Article shall, unless the Parties otherwise agree in writing, be regarded as waived.
- 19.4** No Employee shall refuse to work or otherwise curtail production or engage in any slow down or interfere with Employer's operation because of any complaint, dispute or grievance that he/she may have.
- 19.5** If the Employer has any complaint, dispute or grievance with any Union or any Employee covered by this Agreement, the Employer shall likewise avail itself of any or all of the foregoing Grievance Procedural Steps.
- 19.6** Time limits may be waived by mutual consent of the Parties.

## **ARTICLE 20. STRIKES AND LOCKOUTS BARRED**

- 20.1** There shall be no lockouts on the part of the Employer or suspension of work on the part of the Employees. This Agreement is a guarantee that for its duration there will be

neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance machinery, **Article 19**.

## **ARTICLE 21. SUBSTANCE ABUSE PROGRAM**

- 21.1** The Parties are committed to a drug and alcohol-free workplace. The Parties recognize that substance abuse by an Employee performing work can have an adverse effect upon the Employee's ability to perform and can expose the Employee, fellow Employees, the public and Employer to risk. To minimize this exposure, the following guidelines were developed:
- 21.1.1** Create a work environment free from the effects of Employees impaired by the use of alcohol or drugs, through the use of pre-hire, random, and for cause testing;
  - 21.1.2** Prohibit the unauthorized possession, use, or distribution of alcohol-containing beverages and drugs within the work environment;
  - 21.1.3** Provide for an assistance program for Employees whose personal problems affect their ability to perform their duties;
  - 21.1.4** Comply with the provisions of the Drug-Free Workplace Act of 1988 and the Federal Acquisition Resolution Interim Rule implemented by the Department of Defense.
- 21.2** The Drug and Alcohol Testing Policy is developed and updated by the Drug and Alcohol Committee consisting of Employer and Union representatives. Changes to the Policy are discussed in this arena and forwarded to the Labor Management Committee for approval. The policy and its approved modifications are incorporated by reference herein. Copies of the approved modified policy shall be distributed to Employees.
- 21.3** A \$50 bonus will be paid to the Employees for a negative drug and alcohol test for the duration of this Agreement. Employees returning to work after an absence of six (6) months but no longer than twelve (12) months shall also receive the \$50 bonus when a returning drug and alcohol test is negative. This bonus shall not apply to new hires or prior employees returning after more than twelve (12) months absence.
- 21.4** There shall be a Drug and Alcohol Committee consisting of Employees, Unions and Employer Representatives that will continue to ensure the ongoing revision of the Drug and Alcohol Policy. The Employer shall designate two (2) representatives of their choosing to participate on the Committee. The Unions shall designate one (1) Business Representative and two (2) employees to participate on the Committee. The Committee shall meet at least once a quarter.

## **ARTICLE 22. POLITICAL CHECK-OFF**

- 22.1** The Employer agrees to deduct and transmit to the Employees' Union Political Fund an amount for each hour worked from the wages of those Employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union.



These transmittals shall occur monthly and shall be accompanied by a list of names of those Employees for whom such deduction has been made, and the amount deducted for each such Employee.

- 22.2** Each Union agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said political fund.

#### **ARTICLE 23. WARRANTY OF AUTHORITY**

- 23.1** The officials executing this Agreement on behalf of the Employer and the Unions signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations that they represent.

#### **ARTICLE 24. SAVINGS CLAUSE**

- 24.1** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction; such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. However, upon such invalidation the Parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 25. EFFECTIVE DATE AND DURATION**

- 25.1 Effective Date and Duration:** This Agreement shall become effective on the date of ratification; and shall continue in full force and be in effect through June 30, 2011, and shall continue from year to year thereafter, unless either party, shall at least sixty (60) days, but not more than ninety (90) days prior to any Anniversary Date, notify the other party in writing of any desire to make changes in or to terminate this Agreement.
- 25.2 Opener:** It is the intent of both parties to open contract negotiations for the contract period following June 30, 2011 on March 2, 2011.

#### **ARTICLE 26. MILITARY CLAUSE**

- 26.1** Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of USERRA Act of 1994, shall be granted all rights and privileges provided by the Act.
- 26.2** All Employees shall be granted a leave of absence in order to fulfill their obligations to serve in the military services of the United States, active or reserve, including any state or federal National Guard.
- 26.3** Employees required to report for Active Duty Reserve, National Guard Duty, or annual Reserve Duty, after completing 90 days employment from date of hire, shall receive their regular hourly rate of pay not to exceed eighty (80) hours minus military pay in any twelve (12) month period. Evidence of service/pay shall be presented to the Company.

## **ARTICLE 27. COMPLETE AGREEMENT**

**27.1** This Agreement shall constitute the complete agreement between the parties. There are no other agreements, written or oral. The parties hereto have executed this Agreement dated this 16<sup>th</sup> day of July 2008.

For the Employer

For the Unions

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Frank J. Foti, President  
Cascade General, Inc.

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Michael G. Grabowski, Executive  
Secretary  
Pacific Coast Metal Trades District  
Council

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Carol Chislett, Human Resources

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Gary Moore, Executive  
Secretary/Treasurer  
Metal Trades Council of Portland and  
Vicinity

The International Unions Signatory to:  
International Association of Machinists and Aerospace Workers  
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers  
International Brotherhood of Electrical Workers  
Laborers' International Union of North America  
Sheetmetal Workers International Association  
United Association of Plumbers and Pipefitters  
United Brotherhood of Carpenters and Joiners  
International Brotherhood of Teamsters  
International Union of Operating Engineers  
International Union of Painters and Allied Trades

**Schedule "A" Classifications and Rates**

<b>July 1, 2008</b>						
<b>Classification</b>	<b>Rate as of June 30, 2008</b>	<b>Total Economic Package Effective 7/1/2008</b>	<b>Distributed from Total package to H&amp;W</b>	<b>ER contrib. to pension from Total Package</b>	<b>Amount to wages prior to Union diversion</b>	<b>July 16, 2008 Hourly Rate*</b>
Formerly Master Craftsman	\$23.36	\$1.35	\$0.25	\$0.10	\$1.00	\$24.36
Formerly Craftsman	\$22.31	\$1.35	\$0.25	\$0.10	\$1.00	\$23.31
Journey Level	\$21.26	\$1.35	\$0.25	\$0.10	\$1.00	\$22.26
Utility/Helper	\$17.16	\$1.35	\$0.25	\$0.10	\$1.00	\$18.16
Whirley Crane Operator	\$24.11	\$1.35	\$0.25	\$0.10	\$1.00	\$25.11
New Helper	\$11.17	\$1.65	\$0.25	\$0.10	\$1.30	\$12.47
<b>Licensed Electricians</b>	Applicable only when working on facilities related projects.					
Supervising Electrician	\$28.11	\$1.35	\$0.25	\$0.10	\$1.00	\$29.11
Journey level Electrician	\$26.61	\$1.35	\$0.25	\$0.10	\$1.00	\$27.61
Communication Tech	\$24.11	\$1.35	\$0.25	\$0.10	\$1.00	\$25.11
<b>Cascade Maintenance Dept.</b>						
Formerly Master Craftsman	\$24.36	\$1.35	\$0.25	\$0.10	\$1.00	\$25.36
Craftsman	\$23.31	\$1.35	\$0.25	\$0.10	\$1.00	\$24.31
Journey Level	\$22.26	\$1.35	\$0.25	\$0.10	\$1.00	\$23.26
Helper	\$12.17	\$1.35	\$0.25	\$0.10	\$1.00	\$13.17

\*Rate is before Union determined pension diversion.

**Schedule "A" Classifications and Rates**

<b>July 1, 2009</b>						
<b>Classification</b>	<b>June 30, 2009 Hourly Rate*</b>	<b>Total Economic Package Effective 7/1/2009</b>	<b>Distributed from Total Economic package to H&amp;W</b>	<b>ER contrib. to pension from Total Economic Package</b>	<b>Amount to wages prior to Union diversion</b>	<b>July 1, 2009 Hourly Rate*</b>
Formerly Master Craftsman	\$24.36	\$1.45	\$0.35	\$0.10	\$1.00	\$25.36
Formerly Craftsman	\$23.31	\$1.45	\$0.35	\$0.10	\$1.00	\$24.31
Journey Level	\$22.26	\$1.45	\$0.35	\$0.10	\$1.00	\$23.26
Utility/Helper	\$18.16	\$1.45	\$0.35	\$0.10	\$1.00	\$19.16
Whirley Crane Operator	\$25.11	\$1.45	\$0.35	\$0.10	\$1.00	\$26.11
New Helper	\$12.47	\$1.45	\$0.35	\$0.10	\$1.00	\$13.47
<b>Licensed Electricians</b>	Applicable only when working on facilities related projects.					
Supervising Electrician	\$29.11	\$1.45	\$0.35	\$0.10	\$1.00	\$30.11
Journey level Electrician	\$27.61	\$1.45	\$0.35	\$0.10	\$1.00	\$28.61
Communication Tech	\$25.11	\$1.45	\$0.35	\$0.10	\$1.00	\$26.11
<b>Cascade Maintenance Dept.</b>						
Formerly Master Craftsman	\$26.36	\$1.45	\$0.35	\$0.10	\$1.00	\$27.36
Craftsman	\$25.31	\$1.45	\$0.35	\$0.10	\$1.00	\$26.31
Journey Level	\$24.26	\$1.45	\$0.35	\$0.10	\$1.00	\$25.26
Helper	\$14.17	\$1.45	\$0.35	\$0.10	\$1.00	\$15.17

**\*Rate is before Union determined pension diversion.**

**Schedule "A" Classifications and Rates**

<b>July 1, 2010</b>						
<b>Classification</b>	<b>June 30, 2010 Hourly Rate*</b>	<b>Total Economic Package Effective 7/1/2009</b>	<b>Distributed from Total Economic package to H&amp;W</b>	<b>ER contrib. to pension from Total Economic Package</b>	<b>Amount to wages prior to Union diversion</b>	<b>July 1, 2010 Hourly Rate*</b>
Formerly Master Craftsman	\$25.36	\$1.40	\$0.35	\$0.05	\$1.00	\$26.36
Formerly Craftsman	\$24.31	\$1.40	\$0.35	\$0.05	\$1.00	\$25.31
Journey Level	\$23.26	\$1.40	\$0.35	\$0.05	\$1.00	\$24.26
Utility/Helper	\$19.16	\$1.40	\$0.35	\$0.05	\$1.00	\$20.16
Whirley Crane Operator	\$26.11	\$1.40	\$0.35	\$0.05	\$1.00	\$27.11
New Helper	\$13.47	\$1.40	\$0.35	\$0.05	\$1.00	\$14.47
<b>Licensed Electricians</b>	Applicable only when working on facilities related projects.					
Supervising Electrician	\$30.11	\$1.40	\$0.35	\$0.05	\$1.00	\$31.11
Journey level Electrician	\$28.61	\$1.40	\$0.35	\$0.05	\$1.00	\$29.61
Communication Tech	\$26.11	\$1.40	\$0.35	\$0.05	\$1.00	\$27.11
<b>Cascade Maintenance Dept.</b>						
Formerly Master Craftsman	\$26.36	\$1.40	\$0.35	\$0.05	\$1.00	\$27.36
Craftsman	\$25.31	\$1.40	\$0.35	\$0.05	\$1.00	\$26.31
Journey Level	\$24.26	\$1.40	\$0.35	\$0.05	\$1.00	\$25.26
Helper	\$14.17	\$1.40	\$0.35	\$0.05	\$1.00	\$15.17

**\*Rate is before Union determined pension diversion.**

## **Licensed Maintenance Electricians and Maintenance Department**

1. The Cascade General Maintenance Department performs Shipyard Maintenance, Block Building and Dry Docking, Building Maintenance, Mobile Equipment Maintenance, and Central Utility Building and Ballast Water Treatment Plant Maintenance.
2. Maintenance Department employees will be paid in accordance with the Section 3 rate schedule.
3. Selection of Maintenance Department employees will be based on applicable knowledge, experience, and required licenses. Maintenance Electricians must possess and maintain a valid Oregon Journey Level Electrician License.
4. Article 8.1 of this Agreement is deleted and the following is inserted: Hours of Work – The workweek is Monday through Sunday and starts at 12:01 a.m. on Monday. The normal assigned shift will be comprised of five (5) eight (8) hour days. Start times and lunch for all shifts will be established by mutual agreement of the Unions and Employer and can be changed by mutual agreement. Support of production operations may require adjusting shifts. Five (5) eight (8) hour days or four (4) ten (10) hour days may be utilized. To operate and maintain the Central Utility Building (CUB) and Ballast Water Treatment Plant (BWTP) may require manning twenty-four (24) hours per day, seven (7) days per week. For those purposes only, three (3) twelve (12) hour day work schedules may be utilized. For those whose regular work schedule includes a Saturday or Sunday, the pay for the Saturday or Sunday shift will be equal to the straight time day shift hourly rate of pay plus \$1.50 for each hour worked. Those who work a three (3) twelve (12) hour shift schedule will be paid for 40 hours plus applicable Saturday, Sunday, and shift premium. Holiday pay for those who work a three(3) twelve (12) hour shift schedule will be twelve (12) times the straight time day shift rate. Pension and benefits for those who work a three (3) twelve (12) hour shift will be paid according to forty (40) hours. Those employees assigned a shift that starts at a time other than between 7:00 a.m. and 8:00 a.m. may request a transfer from that shift after sixty (60) days.
5. Article 8.2 in this Agreement is deleted and the following is inserted: Overtime will be paid for work performed outside the employees' assigned shifts and on recognized holidays. For eight (8) hour shifts, one and one half (1-1/2) times the regular rate of pay will be paid for the first four (4) hours after the eight (8) hour day. For ten (10) hour shifts, one and one half (1.5) times the regular rate of pay will be paid for the first two (2) hours after ten (10) hours per day. When more than twelve (12) hours are worked in a shift, double the day shift rate of pay will be paid. An employee who works a Saturday or Sunday, which is not part of the employee's scheduled shift, will be paid one and one half (1.5) times the straight time day shift rate for the first twelve (12) hours.
6. If work is scheduled to occur on a Saturday or Sunday or recognized holiday and does not occur during the scheduled day, cancellation pay of four (4) hours regular straight time day shift rate of pay shall be paid. The cancellation time period consists of 12:01 a.m. Saturday to 12:01 a.m. Monday with the holiday being defined as the twenty-four (24) hour calendar day of the recognized Holiday.
7. Article 8.3 in this Agreement is deleted and the following is inserted: Second and Third Shift – Pay for a full shift period will be a sum equivalent to the straight time day shift hourly rate

plus \$1.00 for each hour worked. The employee will be allowed a thirty (30) minutes lunch period on the Employer's time.

8. All terms and conditions specified in the Master Agreement will apply to Cascade General Maintenance Department employees except as noted in this section.
9. **Article 16** in this Agreement (Seniority) does not apply to the Employees under this agreement, except for the Maintenance Electricians. However, all former Employees of Shipyard Services, Inc. will be given hiring priority over new hires into the Maintenance Department, and will be considered as if they were seniority Employees in all aspects of the Master Agreement except as it applies to **Article 16**.

**General Teamsters Local Union No. 162 and Cascade General, Inc.  
Pension Letter of Understanding  
Effective as of the date of ratification of the CBA through June 30, 2011**

It is the intention of General Teamsters Local Union No. 162 and Cascade General, Inc. to incorporate the negotiated pension language contained in Article 7.6, 7.7 and 7.9 of the Collective Bargaining Agreement negotiated in partnership between Cascade General, Inc. and The Metal Trades Department of the AFL-CIO, The Pacific Coast Metal Trades District Council, The Metal Trades Council of Portland and Vicinity, and the International Unions signatory thereto effective from date of ratification through June 30, 2011 into this letter of understanding.

Section 1. Effective the date of ratification the Employer shall pay to the Western Conference of Teamsters Pension Trust, as a basic contribution rate, the sum of two dollars and eight cents (\$2.08) per hour for each hour for which the Employee receives compensation (including vacation and holidays), such money to be used for a pension program for all such Employees under the rules and regulations permissible under governing State and Federal laws.

Section 2. Effective the date of ratification an additional contribution to the Western Conference of Teamsters Pension Trust of fourteen cents (\$0.14) per hour shall be made to provide for the Program for Enhanced Early Retirement (PEER-84). This contribution shall be paid on the same basis as contributions for the Basic Plan provided for in Section 1 above. The total contribution shall be two dollars and twenty two cents (\$2.22) per hour.

Section 3. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for the PEER-84 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

Section 4. For reference purposes, the total rate of \$2.22 per hour is the sum of \$1.10 per hour minimum contractual obligation from Employer and \$1.12 per hour wage diversion into the pension rate as previously determined by the bargaining unit members in accordance with Article 7.6.

Section 5. The Parties agree that because the Trustees of the Fund will rely on the execution of this Pension Letter of Understanding to restore or not to reduce benefits to Retiring Employees as indicated above, this Pension Letter of Understanding may not be modified, terminated, or rescinded by the Parties, directly or indirectly, without express written consent of the Trustees.

Section 6. The Employer agrees to abide by such rules as may be established and reasonable by the Trustees of said Trust Fund to facilitate the determination of hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account of each member of the Bargaining Unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Section 7. Further, since the Western Conference of Teamsters Pension Trust rules mandate that pension payments must be made from the first hour compensated, the waiting period identified in Article 7.7 of ninety (90) hours worked for the Employer contribution shall not apply. The Teamsters' traditional jurisdiction has included Drivers, Warehouse, Shipping & Receiving, Tool Rooms, and Satellite Tool Rooms.

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Cascade General, Inc.	Date	General Teamsters Local Union No. 162	Date
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**Letter of Agreement between Cascade General and UA 290**  
**Agreement Effective: Upon Ratification through June 30, 2011**

**Purpose:** Cascade General, Inc and United Association Local 290 agree to modify Article 18.1.5 (Referral of Employees by name), Article 16 Seniority and Article 15 Subcontracting to account for the fact that United Association Local 290 does not use a seniority-based system. All matters not dealt with in this Letter of Agreement, shall be referred to the Collective Bargaining Agreement.

**Local #290 Hiring and Layoff Procedure:** This agreement defines hiring and layoff procedures between the Employer and Local #290. The intent of this agreement is to outline the preference with regard to Hiring and Layoff of employees dispatched through Local #290's referral and hiring procedure for Metal Trades pipefitters (Metal Trades out of work list) and Building Trades Journeyman Plumbers and Steamfitters/Pipefitters (Building Trades out of work list). This shall deal only with hiring, layoff and referral.

**1. Cascade General Hiring Procedure:**

**1.1.** The Employer shall maintain for purposes of ongoing employment and layoff for the Pipefitter craft, an employer rehire list of Metal Trades Journeyman and apprentices and helpers who have worked for the employer within the prior one (1) year. The following information will be maintained by the Employer and will be used to determine rehire and layoff rights: 1) Employee's name, 2) Employer original hire date, 3) last date worked, 4) special qualifications, certifications and skills, 5) job classification and 6) employee employment status. This list shall be updated every thirty (30) days and provided to Local #290.

**1.2. Dispatch of Specific Individuals:**

**1.2.1. Employer Rehire List:** The Employer may request the dispatch of specific individuals on the Employer rehire list and registered on the Metal Trades out of work list or the Building Trades out of work list regardless of the individual's place on the Metal Trades out of work list or the Building Trades out of work list.

**1.2.2. Supervisors:** The Employer may request the dispatch of specific individuals on the Employer rehire list, who are registered on the Metal Trades or Building Trades lists as a Supervisor regardless of their place on the out of work list.

**1.3. Dispatch of Non-Specific Individuals:** If the Employer does not request the dispatch of a specific individual pursuant to 1.2.1 or 1.2.2, above, Local #290 will offer the job to individuals registered on the Metal Trades out of work list on a first-in, first-out basis (i.e., the first applicant registered on the Metal Trades out of work list shall be the first individual offered the job). If the Employer's manpower request cannot be filled from the Metal Trades out of work list, Local #290 will then offer the job on a first-in, first-out basis in the following order to individuals registered on out of work lists:

**1.3.1.** The Building Trades Steamfitter/Pipefitter A out of work list.

**1.3.2.** The Building Trades Steamfitter/Pipefitter B out of work list.

**1.3.3.** The Building Trades Steamfitter/Pipefitter C out of work list.

**1.3.4.** The Building Trades Steamfitter/Pipefitter D out of work list.

**1.4. Referral of Qualified Individuals:** The Employer shall have the ability to refer qualified individuals to Local #290 for the registration on the Metal Trades out of work list. Local #290 will review the individual's employment history and qualifications in a non-discriminatory manner and will grant registration on the Metal Trades out of work list to all qualified individuals. Individuals must provide documents demonstrating their experience as a pipefitter or pass a competency examination.

**1.5. Helpers and Apprentices:** Helpers and apprentices can be hired at any time in accordance with the existing contract language and past practice.

**2. Layoff Procedures:** It is agreed that whenever there is a job layoff and employees are to be laid off, Employees will be laid off according to the same priorities used at the time of dispatch. The Employer and Local #290 agree to the following order of layoff procedure:

2.1. Helpers and apprentices based on skill and ability as determined by the employer and Local 290 in accordance with the existing contract language.

2.2. Building Trades D Steamfitter/Pipefitter of Local #290

2.3. Building Trades C Steamfitter/Pipefitter of Local #290

2.4. Building Trades B Steamfitter/Pipefitter of Local #290

2.5. Building Trades A Steamfitter/Pipefitter of Local #290

2.6. Metal Trades registrants will be the last laid off

2.7. Special Skills may be considered in retention of employees by mutual agreement of the Employer and the UA #290 representative.

**3. The Pipefitter "Gray Seniority" list will be used in place of "seniority employees" in the provisions of Article 15, Subcontracting, of the Collective Bargaining Agreement.**

Adopted (dated)

For the Employer:

For the Union:

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