

AGREEMENT

between

INTEGRATED POWER SERVICES PORTLAND, OREGON
SERVICE CENTER

and

IAM/BOILERMAKERS
METAL TRADES COUNCIL OF PORTLAND
AND VICINITY (AFL-CIO)

Effective **October 1, 2014**
Expires 12:01 a.m., **September 30, 2017**

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AGREEMENT

This Agreement is between the Metal Trades Council of Portland and Vicinity (AFL-CIO), its affiliated Local Unions and International Unions listed herein (the "Union"), and Integrated Power Services Portland, Oregon Service Center (the Employer.)

ARTICLE 1. Recognition.

The Employer recognizes the Portland Metal Trades Council as the sole bargaining agent for the production and maintenance employees classified herein who are employed by the Employer.

ARTICLE 2. Scope and Modifications.

This Agreement contains all the conditions agreed upon and effective between the parties, and supersedes all previous agreements, collectively and individually, between the parties. No agent or representative of either party has the authority to alter or modify it. No modification shall be made except by mutual consent of the parties in writing. The waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition. Should any provision or part of this Agreement be rendered invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions, and they shall remain in full force and effect.

ARTICLE 3. Duration of Agreement

This Agreement shall become effective as of **October 1, 2014**, and shall remain in effect until **September 30, 2017**. Should either party desire to change, modify or terminate the Agreement on **September 30, 2017**, or any succeeding anniversary date, written notice must be given to the other party at least 60 days prior to **September 30, 2017**, or any succeeding anniversary date. If such notice is not given, the Agreement shall be automatically renewed for an additional period of one year.

ARTICLE 4. Union Representative

Authorized business representatives shall have access to jobs where members of the Union are at work, it being understood they shall first make their presence known to the management and that they shall not unnecessarily interfere with the employees or cause them to neglect their work.

Shop Stewards, who shall be designated to represent the Union when 2 or more members are employed, shall have at least one year's service with the Employer, and perform their duties as Stewards in such a way as to cause the least interference with their duties as employees. The Employer recognizes that it is desirable that the persons designated as Stewards shall remain on the job as long as there is work available. In no event shall the Employer discriminate against Stewards or lay them off, or discharge them on account of the proper performance of their duties; and likewise, no Stewards shall call or cause a work stoppage.

Hiring. All employees covered by this Agreement on its effective date, or subsequently hired hereunder, shall within the time required by the Union, after the thirtieth (30th) day worked in the first six (6) months of their employment, or the effective date of this Agreement, whichever is the later, become and remain members in good standing of the Union as a condition of continued employment. The Employer shall terminate any employee when the Union through its business representative serves written notice that such employee has not complied with the foregoing provisions and is not in good standing in the Union. The Employer shall inform present employees of these conditions and future employees at the time they are employed. The Employer shall report new hires to the Union in a manner which shall be arranged between the Employer and the Union.

When the Employer calls the Union for workers, the Union agrees to furnish experienced competent workers satisfactory to the Employer in the classifications specified. The Employer may refuse to employ and may discharge for any just and sufficient cause.

ARTICLE 5. Reporting Pay

Employees who report to work at the time they are instructed by the Employer to report on any day, shall receive not less than 4 hour straight time pay. Employees who report to work on Saturdays shall receive not less than 4 hours pay at 1.5 times the straight time rate. Employees who report to work on Sundays and Holidays shall receive not less than 4 hours pay at 2 times the straight time rate. Any employee called back to work after leaving the Employer's premises shall be given not less than 2 hours work, or 2 hours pay, based on overtime rates.

The above payments shall not be made if the employee quits, lays off, or is laid off by reason of bad weather, breakdown of machinery or any other condition beyond the direct control of the Employer, in which event he shall be paid for actual time worked.

ARTICLE 6. Hours of Work

The workweek shall begin on Monday and the workday shall consist of a 24-hour period beginning with the starting hour of the day shift. The day shift shall begin at 8:00 a.m., excepting that such starting time may be earlier by agreement between the Employer and the Union, but in no event earlier than 7:00 a.m.*. Shift work shall be permitted in all classifications without restriction on the following basis:

* May be as early as 6:00 a.m., if approved by the Union, the Employer and a majority vote of the employees.

First or Regular Daylight Shift:

An 8 ½ hour period less 30 minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to 8 times the regular hourly rate with no premium.

Second Shift: An 8 ½ hour period less 30 minutes for meals on the employee's time. Pay for a full second shift period shall be a sum equivalent to 8 times the regular hourly day rate, plus \$1.00 per hour.

Third Shift: A 7 ½ hour period less 30 minutes for meals on the employee's time. Pay for a full third shift period shall be a sum equivalent to 8 times the regular hourly day rate, plus \$1.00 per hour.

In the event the Employer schedules two shifts, the afternoon shift will be scheduled on an 8 ½ hour period less 30 minutes for meals on the employee's time, plus \$1.00 per hour.

For work on any shift less than the full shift period, pay shall be corresponding proportionate part of the pay for the full shift period, provided such amount is not less than the minimum prescribed in Article 6. When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the employee is regularly employed.

When employees working a regular shift, or overtime into another shift, are changed to another shift, or resume their regular shift, there shall elapse at least one intervening period of a full shift for rest before starting work on the new shift, or resuming the regular shift, at straight time rates. Shift changes shall be for a minimum of one (1) week in duration or overtime rates shall apply.

Shift premiums to be included in vacation, holiday, and overtime.

If an employee works during the regularly scheduled lunch period, the employee shall receive the standard overtime rate that is applicable therefore, but shall eat on the employee's own time.

Shift Preference:

1. Assignment to vacancies on shifts will be made based on seniority when the employee meets the qualifications of the shift and the Employer's work needs.
2. Shift preference must be filed more than three (3) working days prior to the Company effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the Company. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift.
3. Under no circumstances will the provision of this Section be construed to enable an employee, at his/her request, to displace or "bump" a less senior employee from his/her job and shift.

ARTICLE 7. Overtime

Overtime rates for work performed shall be applied as follows:

Time and one-half for hours worked in excess of eight in one day and for the first eight hours worked on Saturday; double time for hours worked in excess of ten in one day, for time worked in excess of eight hours on Saturday, and for all hours worked on Sundays and holidays.

Crews assigned to jobs will continue to work such jobs when overtime is required (i.e. overtime will be offered to those regularly assigned to the work). Lead employees will be placed in line with their seniority when overtime is made available assuming they have the skill and ability necessary to perform the available work.

Additional overtime work shall be offered to employees first on a voluntary basis. Such additional overtime work will be offered by seniority to employees in the classification the Company assigns to perform the work. **If not enough employees volunteer from the classification, bargaining unit employees by seniority who have previously held the classification and can show proficiency in the work required where the overtime is required will be asked to work.** When mandatory overtime is necessary and an insufficient number of employees volunteer, the Employer will invoke inverse seniority, the least senior employee in the classification shall be required to perform the work. The Company will provide as much notice as possible for the assignment of mandatory overtime. **Only after bargaining unit employees have been offered overtime pursuant to this paragraph may the Company offer such to temporary employees. This paragraph does not give any bargaining unit employee the right to bump anyone off Field Work or a project once the parties have established the parameters of the workforce for the project pursuant to Article 30 ("Project"). However, when Temporary Workers are working in the shop on Project work overtime, the Company will determine if there is work available in the classification of the same number of the most senior employees as number of Temporary Workers performing the overtime. If there is sufficient work available to match the overtime hours, the Company will offer the work to those senior employees. If there is not enough work or the employees refuse overtime, the Company will continue down the seniority list until either the equivalent number of bargaining unit employees have accepted the equivalent hours of overtime work or there is no work available.**

The Company will provide a copy of the overtime work assignments to the Union Stewards as soon as practical after such are determined. The Union Stewards may not alter the schedule or change work assignments or discourage any employee from working overtime. If the Stewards have any concern about the assignment of overtime, they may raise the matter with the plant manager or plant controller. Emergencies may prevent the presentation of the overtime assignments to the Steward before such overtime occurs. When such happens, the Company will present the assignments as soon as possible.

Shift premiums and Lead Person premiums are to be included in overtime.

ARTICLE 8. Paid Holidays

(a) The following shall be recognized as paid holidays:

Labor Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day
Christmas Day	Veterans' Day
New Year's Day	1 Personal Floating Holiday *

* Requires on week advance notice, approved by management.

- (b) Qualifying conditions. Each employee shall receive eight times the regular straight time hourly day shift rate plus shift premium and lead person premium as applicable for the above holidays provided:
1. The Employee has been in the employ of the Employer for 15 calendar days preceding the day on which the holiday is observed.
 2. When a holiday falls on Saturday, the Employer shall have the option of specifying, by the Wednesday preceding the holiday, whether Friday shall be a regular workday or regarded as the paid holiday.
 3. The employee worked a shift on the regularly scheduled workday prior to and the regularly scheduled workday following the holiday. An employee laid off on the eve of a holiday shall not lose the holiday pay. Lost time excused by the Employer shall be considered shift time for the purpose of this section

If the employee worked some time during the calendar week preceding the week in which the holiday occurs, the employee will receive holiday pay in spite of absence on the workday prior to or the workday following, where such absence was due to industrial accident, bona fide illness covered by a doctor's certificate, or temporary layoff of less than 2 weeks duration.

- (c) Holiday on Sunday: If a holiday set forth above falls on a Sunday and is observed by the State or Nation on Monday following, said holiday shall be paid for under the conditions contained in this section.
- (d) Holiday during Vacation: If the holiday falls within the vacation period of an employee, the employee may (with the Employer's consent) work such additional day and be paid as set forth above for such holiday, provided the employee works the last scheduled workday prior to and the first scheduled workday following this vacation period.
- (e) Work on Holiday: Employees who work on the holidays listed in paragraph (a) of this section shall be compensated at double their regular straight time hourly rate in addition to the holiday pay as outlined in paragraph (b) of this section. Any employee who does not qualify for holiday pay but works on such holidays shall receive double the straight time hourly rate in accordance with the overtime provisions of this Agreement.

ARTICLE 9. Vacations.

All employees covered by this Agreement shall receive vacation pay as follows, providing the employee has been in the employ of the Employer 30 consecutive calendar days in the vacation year:

1 year but less than 2 years	1 week with 40 hours pay
2 years but less than 7 years	2 weeks with 80 hours pay
7 years but less than 17 years	3 weeks with 120 hours pay
17 years but less than 25 years	4 weeks with 160 hours pay
25 years and thereafter	5** weeks with 200 hours pay

**Effective September 18, 2008, the 5 weeks of vacation will be eliminated for anyone who has not yet earned that fifth week by that time. Those who have earned the fifth week by September 18, 2008 will be grandfathered for that fifth week.

All vacation pay shall be based upon the straight time hourly plus shift premium and lead person premium where applicable.

For purposes of the foregoing, 1700 compensable hours in the vacation year shall constitute a year's service to qualify for a full vacation allowance, crediting eight hours for the second and third full shift worked.

When employment is terminated for any cause, or an employee fails to qualify for a full vacation allowance as provided above, the employee shall receive vacation allowance as follows:

30 days but less than 2 years	2 percent
2 years but less than 7 years	4 percent
7 years but less than 17 years	6 percent
17 years but less than 25 years	8 percent
25 years and thereafter	10 percent

Pro rata vacation pay shall be based upon hours worked in the vacation year multiplied by the employee's straight time hourly day shift rate (exclusive of shift premiums) being received by the employee at the time the vacation is taken or payable.

Vacation Year Defined: The anniversary of the vacation year of any employee shall be April 1, or if hired after April 1, 1947, the anniversary date of employment, excepting that if the employee is not rehired prior to the expiration date of the vacation year, the vacation year shall start on date of re-employment.

Advancing: To advance from one year period allowance to the next higher period, an employee is required to accumulate 1200 compensable hours or more in the employ of the Employer in the current vacation year. Time lost due to an industrial accident in any vacation year not to exceed 6 months shall be credited at the rate of 40 hours per week toward the minimum of 1200 hours required to advance to the next year's period allowance.

Time Off: Employees entitled to vacation pay shall take actual time off at a time mutually agreed upon by the Employer and the employee. An employee eligible for a third, fourth, and fifth week of vacation may (with the Employer's consent) work such additional weeks. The employee shall receive the accrued vacation pay at the time the employee takes vacation, or when the employee is terminated. Vacation periods or vacation pay are not cumulative from year to year except that an employee with 4 weeks or 5 weeks of vacation shall be allowed to carry over 2 weeks. Any carry over is subject to the Employer's discretion (based on production scheduling).

ARTICLE 10. Grievance Procedure.

Any complaint among the employees concerning this Agreement or its interpretation shall be handled only as follows:

Step 1. Any grievance shall be taken up by the employee with the foreman or department head within 3 working days from the time the matter complained of arose or occurred.

Step 2. If no settlement is reached through Step 1, the grievance shall be reduced to writing and immediately considered by the Business Representative and a higher company official within 5 working days from the time the matter complained of arose or occurred.

Step 3. If no settlement is reached through Steps 1 and 2 within 10 working days of the time of the grievance arose, it shall be immediately submitted to the Metal Trades Council and the United Metal Trades Association who shall, within 30 working days after the conclusion of Step 2, appoint a committee to consider the grievance. The committee shall consist of four members, two of whom shall be appointed by the Metal Trades Council and two by the United Metal Trades Association. The committee will convene within 10 working days from the time it is appointed. All decisions rendered by the committee, pertaining to the solution of the grievance, shall be final and binding on all parties. None of the committee members shall be members of the Union or employees of the company involved or employees of the Metal Trades Council or United Metal Trades Association unless waived by mutual agreement.

Step 4. If the committee cannot settle the grievance within 10 working days after its first meeting, the Metal Trades Council and the United Metal Trades Association shall select a neutral third party for determination from a mutually selected list of 7 arbitrators.

Any departure from the procedures outlined shall serve to automatically nullify, void and cancel the grievance in question unless the time limit is extended by mutual agreement. No grievance shall be processed beyond Step 1 without the consent and participation of the union involved. Any complaint by the Employer concerning this Agreement shall be discussed directly with the unions involved.

ARTICLE 11. Cessation of Work.

- (a) During the term of this Agreement, there shall be no authorized strike by the Union or lockout by the Employer, it being understood the Union and the Employer will abide by the provisions of the Grievance Procedure.
- (b) In the event a strike occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union, its officers or its agents, provided the Union shall, as soon as possible after notification by the Employer of such unauthorized action, post notice at the plant of the Employer that such action is unauthorized by the Union, and promptly take steps to return its members to work.
- (c) The Employer may discharge any employee for taking part in an unauthorized strike.
- (d) Notwithstanding any provision of this rule, it shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line established by any other union representing employees in the plant of the Employer if such employees are engaged in a strike which is properly sanctioned.

ARTICLE 12. Maximum Productivity.

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the Company for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

ARTICLE 13. Other Conditions.

All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated. Suitable quarters with heat shall be provided for employees to change clothes and eat lunch. There shall be facilities for drying clothes. Safety appliances shall be constructed in a safe and proper manner by competent mechanics, and no Employer shall operate their plant at any time with less than 2 persons on the premises working within sight and sound, for safety purposes. Proper lighting and ventilation shall be provided for all enclosed working spaces. The Employer shall furnish suitable guards around welders for protection of employees' eyes. In case of spray painting, the Employer shall provide proper protection against fumes caused by paint spray. Prompt ambulance service shall be available. Trained first aid personnel shall be assigned (except where impractical) to each shift. A safety employee, if necessary, shall be assigned on all shifts. Suitable lockers, washrooms and drinking water shall be furnished by the Employer. There shall be no doctor's physical examination or age limit except as required by law. Employees shall be insured in conformance with the Oregon State Compensation Law.

It shall not be considered a violation of this Agreement where employees refuse to work, after a committee of the Oregon Metal Trades Council and the United Metal Trades Association has surveyed and mutually agreed that a hazard exists in a particular plant or department.

Any employee injured on the job and unable as a result of the injury to return to work shall be paid for the full shift on the day of the injury. Someone shall be designated by the Employer to accompany the employee to the hospital without loss of pay the designee otherwise would have received. However, this condition is not to be abused, and where an employee receives only minor injuries and is able to go to the doctor alone, or is transported to the doctor by the contractor, no one else need be designated to accompany the employee.

Overhead bridge cab cranes shall be operated by regularly qualified operators. Also, qualified attendants shall be assigned to cranes.

The Company will pay for six (6) sets of standard uniforms per week.

ARTICLE 14. Apprentices and Training.

Apprentice wages, ratios and other matters concerning apprentices shall be governed by the appropriate Apprenticeship Standards for the Portland area, as approved by the Oregon State Apprenticeship Council. In any shop in which the nature of the work prevents the establishment of an effective apprenticeship program, the Union and the Employer may mutually establish a training program to train employees for skilled classifications. A Joint Committee (with equal representation) shall be established to consider this apprenticeship program.

ARTICLE 15. Group Leaders.

Group Leaders who work with tools shall be practical mechanics of the trade which they supervise, and excepting those foremen whose duties include the final responsibility of hiring or discharging employees, shall be subject to provisions of Section 5. Direct orders shall be given to employees by their group leaders. The compensation of group leaders shall be in accordance with established practices of an individual employer, but in no case less than \$1.00 per hour over the minimum Journeyman rate. Lead premiums to be included in vacation, holiday, and overtime.

ARTICLE 16. Jurisdiction.

If a dispute arises between the various unions covered by this Agreement with respect to jurisdiction over work or any classification (whether or not covered by this Agreement) such dispute shall be settled in the following manner:

The Secretary of the Council shall attempt to settle the dispute voluntarily with the affected unions. If no agreement is reached, the Secretary shall notify the International Unions involved so that they may attempt to settle the dispute. If the International Unions cannot agree, they shall take the necessary steps under the procedure set forth in the AFL-CIO Constitution regarding the principles for settling internal disputes. (Jurisdictional disputes involving the Teamsters will be resolved by the Portland Metal Trades Council and not referred to the AFL-CIO.)

Such dispute shall not interfere in any way with the prosecution of the work.

ARTICLE 17. Welding

It is recognized that the autogenous process of welding and burning are tools of the trades signatory to this Agreement, and the rate of pay shall be the same as for the trades affected. Welders required to take a test shall be paid for the time consumed in the test, if they pass it successfully. Where U.S. certificate is required by the Department of Commerce, Bureau of Marine Inspection and Navigation, for welding on pressure vessels and boilers, the rate of pay shall be 25 cents per hour additional, over and above the standard mechanic's rate, for all time assigned to such certified welding jobs.

ARTICLE 18. Employee's Tools.

It is agreed that each employee shall furnish an inventory in duplicate of their tools, and a copy of such inventory shall be filed with the personnel department and the employee's superintendent. Any additional tools that may be purchased by the employee will be added to such list at the time they are brought upon the Employer's premises. The inventory shall be used for the purpose of tool replacement only.

It is further agreed that the Employer will replace or repair any broken or worn out tools that are broken or worn out while used in the work of the Employer, and lost tools, or tool boxes, not due to the employee's negligence, provided, however, only after a check has been made and verified between a representative of the personnel office and a shop committee of two.

Employees will not bring upon the Employer's premises any tools which are not required in the performance of their work. Any difference arising from the above provisions shall be processed in accordance with the Grievance Procedure.

ARTICLE 19. Seniority.

In the matter of layoff and rehire of employees only, the Employer shall give first consideration to those employees with the greater length of service with the same Employer, subject to the following conditions.

- (a) No employees shall be entitled to seniority rights until they have been employed 6 months whereupon their seniority rights shall be retroactive to their hiring date. Prior to becoming members in the union, temporary employees' (i.e. employees hired through a temporary agency) union seniority rights will have no more than 30 days credit toward their hiring union seniority date.
- (b) In cases of increasing or decreasing forces, the Company shall practice and apply the principle of seniority rights, by departments or by classifications of work, in every reasonable way with due regard to each employee's ability to do the work and the employee's performance and efficiency.

- (c) Seniority shall be forfeited when an employee:
 - 1) Quits, is discharged or is terminated for just cause.
 - 2) Is absent from work 3 working days with out notifying the company of the reason for his absence. Leaves of absence may be granted by the Employer.
 - 3) Fails to report for work within 5 consecutive days after being notified by letter from the Company mailed to the last address on the Company's records.
 - 4) Fails to report on forms supplied by the Employer every 30 days while laid off.
 - 5) Is laid off for more than 12 months, except that in the case of industrial accident, an employee's seniority rights shall continue for 24 months.
- (d) The Employer shall provided the Union with a complete seniority list plus prompt notice of new hires, rehires and all terminations.

ARTICLE 20. Jury Service.

An employee having seniority as provided in Section 19, Seniority, and required to serve as a juror shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed the difference between the straight time day shift hourly job classification rate, and the jury pay (excluding travel allowance) provided, however, such Employer reimbursement shall not be applicable to any period of time during which the employee did not perform work for the Employer other than when prevented from doing so solely because of jury service. Such Employer reimbursement shall , in no event, be applicable for a period of more than eight hours in a standard workday, nor more than five days in a standard workweek. If an employee is called for jury service, and loses time, but is not accepted for jury service or serves and is relieved there from by the middle of the work shift, the employee shall be reimbursed by the Employer for the work time lost (on the basis of the difference between straight time day shift hourly job classification rate and jury pay, excluding travel allowance) provided the employee returns to job immediately, and promptly reports these facts to the Employer. If an employee works the regular shift in addition to performing jury duty, the employee shall not be paid by the Employer under the provisions of this Section. An employee shall not be required to work a shift following a full day at actual jury service.

ARTICLE 21. Funeral/Bereavement Pay:

Bereavement pay is provided due to the death of immediate family as described below:

3 Days for loss of spouse, child, step-child, parent, step-parents, mother/father in-law, brother, sister, daughter/son in-law, and step-brother/sister.

2 Days for loss of great-grandparent, grandparent, or grandchild.

ARTICLE 22. Wages.

- (a) The classification of employees covered by this Agreement and the minimum rates of hourly pay therefore, shall be as set forth below in this Section.
- (b) Any employee already receiving more than the minimum set forth for the classification shall not receive a reduction as a result of this Agreement, and the Employer, at his discretion, shall not be precluded from paying a higher rate.
- (c) Paydays shall be weekly, and before the end of the employee's shift. When a regular payday falls on a holiday, the day preceding the holiday shall be payday.

The Company will provide a one-time Ratification Bonus of \$500 per employee hired as of 9/30/14. Each employee will be permitted to designate this \$500 payment to be made into the 401(k) Plan or in the paycheck. A decision must be decided by each employee by Monday, September 29, 2014. If no election is provided to Tony DeFazio by that date the payment will be provided via payroll.

The .99 cents from the Rehabilitation plan will be put into the current base wage rate. Then, effective each October 1 of the contract years increases noted as follows:

Classification	10/1/2014 (4%)	10/1/2015 (3%)	10/1/2016 (3%)
Boilermaker No. 104			
Boilermaker Journeyman,	\$26.48	\$27.27	\$28.09
Pressman, Welder Boilermaker Helper	\$23.17	\$23.87	\$24.59
Classification			
Machinist No. 63			
Journeyman Machinist	\$26.48	\$27.27	\$28.09
Specialist	\$24.53	\$25.27	\$26.03
Machinist Helper	\$23.17	\$23.87	\$24.59
Cleanup Worker	\$22.59	\$23.27	\$23.97

Field Work Day - field work 10/1/2014 \$1.35 per hour and 10/1/2016 \$1.40 per hour.

Field Work Overnight – 10/1/2014 \$2.15 per hour and 10/1/2016 \$2.25 per hour.

When welders work on jobs requiring preheat to 300 degrees or more which require special protective clothing, the rate of pay shall be 25 cents per hour over the Journeyman rate for all time assigned to such work.

- (d) Employees assigned work cleaning the interiors of pumps or valves which requires the wearing of a wet suit will receive an additional 25 cents per hour over their current rate for all time assigned to such work.

ARTICLE 23. Pensions

Cease contributions to and participation in the Pension. The Company will institute a match into the current Integrated Power Service 401(k) plan effective October 1, 2014 (and if the plan is not ready by

then the match will be retroactive). Beginning October 1, 2014, the Company will match 50% of the first 4% of wages for employee contributions for all employees. Beginning October 1, 2015, the Company will match 50% of the first 5% of wages for employee contributions for all employees. Beginning October 1, 2016, Company will match 50% of the first 6% wages for employee contributions for all employees.

In addition, each employee hired on or before September 30, 2014 will receive an initial contribution of \$3,500 into the 401(k) fund by November 30, 2014.

ARTICLE 24. Health & Welfare and Dental and Short Term Disability

The Company will pay \$490 toward health care effective 1/1/15, \$500 effective 1/1/16, and \$510 effective 1/1/17. Any increases above the cap will be shared equally by the employee and the Company to the base plan of UMTA AC10 Medical and ABC Dental. The Employee will have the option of selecting one of the plans available under the UMTA. The Employee will pay 100% of the cost of any plan exceeding the base plan (AC10 Medical and ABC Dental).

Company paid Weekly Short Term Disability Benefit of \$300 for those Employees enrolled in the UMTA Trust Medical Plans. Additional Short Term Disability may be increased up to \$600.00 per week, funded by payroll deduction and requires 100% participation of the bargaining unit Employees.

In the event the Company and Union agree to a different insurance program during the term of this Agreement, the Company will pay an amount equal to the cost of the above plan.

Post-retirement benefits are not available to new hires on or after September 19, 2011. Monthly Single Retiree only Medical Premiums will be 25% of the premium charged by the insurance carrier and is only available for those retiring on or after age 63 and stops upon reaching age 65.

ARTICLE 25. Severance Pay

In the event of a permanent shutdown of the Integrated Power Services Portland, Oregon Service Center or a major operating department, the Employer will provide a severance allowance to the employee(s) terminated on the following basis:

- (a) \$60.00 per year for total and complete seniority for year one through year six.
- (b) \$85.00 per year for total and complete seniority for years seven through thirteen.
- (c) \$110.00 per year for total and complete seniority for years fourteen through twenty.
- (d) \$135.00 per year for total and complete seniority for years twenty-one and over.

ARTICLE 26. Equal Opportunity.

The Employer and the Union shall continue to comply with all Federal and State Equal Employment Opportunity laws and not to discriminate against any employee because of race, color, sex, age, religion, or national origin and any other category as protected by law.

ARTICLE 27. Dues Check-off

The Employer agrees to deduct from the wage of each employee who completes a standard form furnished by the Union, his Union dues from his pay. The Employer shall remit the dues to the Financial Secretary of the Union. Each Union and the employees agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of this dues deduction.

ARTICLE 28. Travel

Field Work is defined to mean the installation or repair of machinery at a place other than on the Employer's premises. Employees required by an Employer to travel shall be provided covered transportation, or their regular fares shall be paid both ways. When required employees will also receive board and lodging, and traveling time to and from the job not to exceed eight hours in any one day of 24 hours computed from the starting time of the employee's regularly assigned shift. When required to work overtime, or travel on overtime days or under overtime conditions, such employees shall receive the overtime rate. No employee will be required to drive their own car on field work nor shall they be discriminated against if they refuse. Each person in the field get a car. When more than one field worker is required to stay overnight, the Company will supply a vehicle for each increment of two workers for use at the field location (i.e., 1-3 workers = 1 vehicle; 4-5 workers = 2 vehicles; 6-7 workers = 3 vehicles, etc.). Per Diem rates will be paid at the established applicable IRS rates. If Company Credit Card is used actual expenses verified by receipts will be reimbursed up to the applicable IRS rates.

ARTICLE 29. Military Clause

1. Employees enlisting or entering the military of 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.
2. All Employees shall be granted a leave of absence in order to fulfill their obligations to serve in the military service of the United States, active or reserve, including any State or Federal National Guard.

ARTICLE 30. Temporary Workers

Temporary Workers shall not be used to reduce or restrain the growth of the regular complement of the bargaining unit, but only to supplement for spikes in business. Where the Company has work that cannot be satisfied by regular staffing levels and will require temporary workers beyond the normal 30-day period, the Company will notify the Union Business Representative and advise of how long the Company anticipates the situation to last and of how many temporary workers are needed. Upon request, the Company will meet with the Union in an attempt to resolve any concerns the Union may have over the use of temporary workers pursuant to this paragraph Article 30. The parties will agree on a projected end date for the Temporary Workers. If the project is not going to be completed in that time frame, the Company will provide an explanation and new projected time frame, unless agreed to by the Union, the extended time frame will not exceed thirty (30) calendar days for Temporary Workers. The parties will meet with regard to this change of circumstances. When the Company determines that the work requiring Temporary Workers will become the regular work schedule, the Company will begin the hiring process to increase the bargaining unit. Any temporary worker hired on or after thirty (30) days of service will be considered to have completed their initial thirty (30) day period as noted in Article 4, hiring for the purpose of paying dues. Temporary workers are not covered by this Agreement and are not eligible for or covered by any of the benefits or terms and conditions of this Agreement.

Dated 10-15-2014

INTEGRATED POWER SERVICES PORTLAND, OREGON SERVICE CENTER
Portland, Oregon

Craig Donaldson

Anthony R. Hays

Gregory J. Lewis

METAL TRADES COUNCIL OF PORTLAND
(On Behalf of Unions Listed)

[Signature]

Secretary/Treasurer of the Metal
Trades Council of Portland

Lance S. Hickey Trustee MTRPV

International Association of
Machinists and Aerospace Workers
Local No. 63

[Signature] Dist 024 Rep

International Brotherhood of
Boilermakers and Blacksmiths
Local No. 104

[Signature]
Lance S. Hickey

APPENDIX A

JOB DESCRIPTIONS AND CLASSIFICATIONS

CURRENT EMPLOYEES

Group Leaders

On the part of any classified employee to delegate as authorized, a portion of his allocated work to employees assigned to work with him and pass on sufficient information to enable those employees to accomplish their work in manner that will result in economy, quality, and efficiency.

Employees classified in jobs which include lead responsibilities will”

1. Make detail work allocations as instructed by the supervisor, in conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.
2. Be responsible for furnishing sufficient and accurate information to assigned employees.
3. Interpret information, answer questions, review, check work and eliminate ordinary difficulties.

Employees classified on jobs which include group leader responsibilities shall not formally appraise the work of other employees or make as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading, or disciplinary action relative to other employees, be directly responsible for the quantity or quality of work produced by other employees, be responsible for the assignment of mandatory overtime with the shop, be required to take attendance for other than the purpose of making detailed work allocation, or be responsible for handing out paychecks.

Journeyman Machinist

Performs efficiently general work connected with the machinist trade, or may be exceptionally proficient in the operation of one class of tools, including, the turret lathe operator who makes the own set up, grinds and aligns multiple tools and is responsible for all fits and finishes. Uses all machinist hand tools and measuring instruments; sets up and operates a variety of machine tools; reads and interprets blue prints and uses mathematics; works to very close tolerances; knows and adjusts for the efficient cutting speeds of various materials; knows the character of cutting tools required in the work and grinds them accordingly.

Specialist

Sets up without assistance and operates any of the following:

Broach	Gear Cutting Machines
Hub & Key Shaft Keyseating Machines	Tool and Cutter Sharpeners
Hand & Automatic Milling Machines	Punch Press
Tapping Machines	Screw Machines
Single and Multiple Spindle Drill	
Radial Drills (except when operator qualifies under the Journeyman description)*	
Honing Machine	
Turret Lathe (except defined under the Journeyman classification)	
Saws: Power Hacksaw, Circular Saw, Metal Bank Saw	

*A radial drill press operator shall receive the Journeyman rate when performing the work of Journeymen and meets all of the requirements of the job description for the Journeyman classification (except “set up and operates a variety of machine tools”).

Machine Helper

Performs tasks in the machine shop such as helping operators to fasten work to machine tables, oiling machines and removing burrs. Uses such equipment as shop hoists, wheelbarrow, hand truck, oil can, hacksaw, wrenches and screw driver. Prepares items for shipment or storage. May use power hacksaw, hand grinders, sanders and files for removing burrs, parting seams, etc.

Field Work Provisions, Members of Machinists Local No. 63

Hourly rates for Field Work shall be set forth in Article 22, Wages.

Cleanup Worker

Performs manual tasks, such as moving material, sweeping and general cleanup work.

NEW EMPLOYEES

New Journeyman

To qualify as a Journeyman, new employees shall meet the standards of the craft mutually established by the Union and the Employer. Employees who have completed an apprenticeship or equivalent program shall be automatically classified as Journeyman. (All employees shall be guaranteed their current classifications.)

Production Worker

Job description to be mutually agreed upon by the Union and the Employer (to cover repetitive operations only with 10 cent premium over Helper Rate).

MOTOR SHOP SUPPLEMENT

1. Job Classifications will be as in No. 5 below.
2. Wage Rates will be:

The Company will provide a one-time Ratification Bonus of \$500 per employee hired as of 09/30/14. Each employee will be permitted to designate this \$500 payment to be made into the 401(k) Plan or In the paycheck. A decision must be decided by each employee by Monday, September 29, 2014. If No election is provided to Tony DeFazio by that date the payment will be provided via payroll.

The .99 cents from the Rehabilitation plan will be put into the current base wage rate. Then, effective each October 1 of the contract years increases noted as follows:

Job Classification	Group	10/1/2014 (4%)	10/1/2015 (3%)	10/1/2016 (3%)
Winder	A	\$26.48	\$27.27	\$28.09
	B	\$22.69	\$23.37	\$24.07
	C	\$20.76	\$21.38	\$22.02
	D	\$18.81	\$19.38	\$19.96
Motor Mechanic	A	\$26.48	\$27.27	\$28.09
	B	\$22.69	\$23.37	\$24.07
	C	\$20.76	\$21.38	\$22.02
	D	\$18.81	\$19.38	\$19.96

3. Jurisdiction. The Metal Trades Council shall continue to be the bargaining agent; however, jurisdiction will be shared equally on a 50/50 basis between IAM District Lodge W24 and Boilermakers Local No. 104 on a composite crew basis (employees will perform work assigned without regard to union affiliation).
4. As the shop expands either the Employer or the Council may request a meeting at any mutually convenient time to discuss and resolve questions arising out of such expansion.
5. Job Classifications & Descriptions

Winder – Group A

Performs complicated operations involving dismantling, rewinding, repairing, reassembling, testing, etc., on large or more complicated AC and DC equipment such as motors, generators, turbine generator stators and fields rotary converters, transformers, regulators, etc. May dismantle and make repairs to large commutators and collector rings. May band and install core insulation on all types of rotating equipment. Performs related duties as assigned.

Winder – Group B

Performs difficult operations such as rewinding, repairing, reassembling and testing medium sized DC armatures, AC stators and rotors, etc. Performs related duties as assigned such as assisting on the larger or more complicated units. May dismantle and repair commutators and collector rings as well as to band rotating equipment.

Winder – Group C

Performs simple operations such as wind, repair, strip, connect, etc., on equipment such as random wound and single phase stators, small AC and DC armatures, rotors, etc. Performs related duties as assigned and assists in the more difficult operations.

Winder – Group D

Dismantles and reassembles all types of small motors, diagnoses troubles and determines repairs required, makes repairs such as rewinding, replacing bearings, etc., and tests completed motors.

Motor Mechanic – Group A

Performs miscellaneous operations such as inspect, test, repair, investigate and report on various types of electrical equipment such as AC and DC motors, generators, transformers, rotary converters, control devices, etc. May aid engineers at special tests, trial and acceptance runs, etc. Performs related duties as assigned.

Motor Mechanic – Group B

Performs complicated operations including dismantle, adjust, repair, reassemble and connect as required on all types of AC and DC motors, generators, rotary converters, transformers, gear units, transportation equipment, etc. May test, report and perform miscellaneous related duties as assigned.

Motor Mechanic – Group C

Performs difficult operations including dismantle, adjust, repair, reassemble and connect as required on the more common types of AC and DC motors, generators, converters, relays, rheostats, auto transformers, etc. May test, report and perform miscellaneous related duties as assigned.

Motor Mechanic – Group D

Performs simple operations including dismantling and reassembling small equipment. May dynamic balance when required. May assist and work under direction on more complicated and difficult jobs.

LETTER OF UNDERSTANDING

BETWEEN

~~INTEGRATED POWER SERVICES INDUSTRIAL SERVICE CENTER~~

AND

~~INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL LODGE 63~~

Agree to the following:

~~The Tool and Diemaker and Intermediate Tool and Diemaker classifications will no longer exist and employees have been assigned to the Journeyman Machinist classification and will forego future wage increases until their rate equals the Journeyman Machinist classification. Further, one (1) Journeyman Machinist is "Red Circled" and he will forego future wage increases until such time that his rate equals that of a Journeyman Machinist's classification.~~

Dated: _____

For the Company

Dated: _____

For the Union