

A G R E E M E N T
by and between

MARKEY MACHINERY COMPANY

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS
AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104**

ARTICLE 1
PREAMBLE

This Agreement is made by and between Markey Machinery Company, 7266 8th Avenue, S., Seattle, Washington 98108 (hereinafter sometimes referred to as the "Employer") and International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America, AFL-CIO, Local No. 104 (hereinafter sometimes referred to as the "Union"), for and on behalf of the employees hereinafter classified.

ARTICLE 2
RECOGNITION AND JURISDICTION

- 2.1 Markey Machinery Company hereby recognizes (as far as may be legally admissible) now and during the whole term of this contract and all renewals thereof the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America, AFL-CIO, Local No. 104, as the sole and exclusive collective bargaining agency for all employees of said Employer whose work is described, classified and set forth in this contract, except those employees for whom another labor organization has been recognized or certified as the collective bargaining agent.
- 2.2 It is agreed that all employees coming under the terms of this Agreement shall continue to perform all work heretofore performed by them, including all welding pertaining thereto, without regard to past, present or future disputes based on jurisdictional claims.
- 2.3 It is agreed that interference with production due to jurisdictional disputes is contrary to the best interests of both parties to this Agreement, and both parties agree to make all reasonable efforts to avoid such disputes.

**ARTICLE 3
UNION SECURITY**

- 3.1 Pursuant to and in conformance with Section 8(a) 3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment, or within thirty-one (31) days following the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its Business Representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article, as provided in Appendix C hereof.
- 3.2 New Hires, on or before the first day of employment, will be advised of the provisions of Section 1 of this Article, and shop stewards will be advised of the names of new employees on a form provided by the Union.
- 3.3 The union will hold the company harmless against any claim or charge which may be made by any person, agency, or governmental unit by reason of the compliance by the company with the provisions of this section.

**ARTICLE 4
MANAGEMENT FUNCTIONS**

Subject only to the specific provisions of this Agreement, the management of the plant and the direction of the working force shall be the exclusive function of the Employer; provided, however, this shall not be construed as limiting the Union's rights under Article XXI, Grievance Procedure. Nothing within any provision of this Agreement shall be construed as in any manner limiting the company from moving all or part of the products they normally manufacture to another plant or company not covered by the Agreement.

**ARTICLE 5
NON-DISCRIMINATION**

- 5.1 The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause; provided, however, no employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in his Union, so long as such activities are not carried on during working hours so as to interfere with production at the plant.
- 5.2 The Employer and the Union agree there will be no discrimination against any employee or job applicant because of race, religion, color, sex, age, national origin, or any other basis as provided under Executive Order or Federal Laws.

**ARTICLE 6
HOURS OF WORK AND SHIFTS**

- 6.1 Eight (8) hours shall constitute a normal day's work. Five (5) days, Monday to Friday, inclusive, shall constitute a normal week's work. The regular daily work periods for the respective shifts shall be as follows:
- 6.2 First Shift or Regular Daylight Shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. Starting times shall not be earlier than 5:00 a.m. or later than 9:00 a.m. Straight-time hourly rates of pay are set forth in Appendix A hereof.
- 6.3 Second Shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the straight-time hourly second shift as set forth in Appendix A herein.
- 6.4 Third Shift: A seven (7) hour period less thirty (30) minutes for meals on employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the straight-time hourly third shift rate as set forth in Appendix A hereof.
- 6.5 In the event an individual employee's starting time is changed, it should not be changed again within (5) consecutive workdays, except in case of emergencies.
- 6.6 In the event of power curtailments and/or power rate "peak period" penalties, the normal workday and workweek provisions of this Agreement shall become inoperative.
- 6.7 When two shifts are worked, the second shift shall start thirty (30) minutes before the termination of the first shift. Where three shifts are worked, the second shift shall start immediately following the termination of the first shift, and the third shift shall start immediately following the termination of the second shift.
- 6.8 In exception to the above, it is recognized that special conditions require special or unusual shifts. In such cases, the details thereof shall be worked out and agreed to between the particular company and the employees therein, subject to approval of the Business Representative of the Union.
- 6.9 Pay for time not worked (i.e., vacation pay, holiday pay, etc.) shall include shift differential for those employees assigned to the second or third shifts.
- 6.10 Ten Hour Shifts. By mutual agreement the employees may work ten (10) hour work shifts, Monday through Thursday. All time worked over twelve (12) hours shall be paid at double (2x) time. All holidays listed in Article 12, Section 2, shall be paid at eight (8) hours' pay. If a holiday falls on a regularly scheduled day off, the employees shall take the last workday prior to the holiday as the paid day off.

- 6.11 Employees will receive a ten minute paid break time in the morning (before lunch) and in the afternoon (after lunch).

ARTICLE 7 OVERTIME

- 7.1 All time worked over forty (40) hours per week, shall be considered overtime and shall be paid for at time and one-half the straight-time regular day shift rates. All time worked over twelve (12) hours in a workday and all time worked on Sunday shall be paid for at double time the regular day shift rate.

Employees absent from work on a scheduled workday during the regular workweek shall be paid at the straight-time hourly rate until they have worked forty (40) hours during that workweek.

An employee may request and upon specific approval of management work beyond the established stopping time of his shift to make up time lost because of tardiness and/or approved absences during the shift at the straight-time rate up to a maximum of eight or ten hours, depending on the workweek schedule.

For purposes of overtime calculation, holidays and pre-approved vacation shall be considered hours worked. When a holiday falls on a 4-10 schedule the overtime qualifier will be thirty eight (38) hours.

- 7.2 **Shift Break:** Employees required to work overtime past the quitting time of their regular shift, unless relieved from work at least eight (8) hours before starting to work on their next regular shift, shall be paid the overtime rate for such shift.

EXAMPLE: When a workman starts work at 8:00 A.M. on Monday morning and is requested to work until 12:00 that night, he will have eight (8) hours' rest before his regular starting time at 8:00 A.M. on Tuesday morning. But, if he is required to work until 2:00 A.M., he will have had only six (6) hours' rest and shall receive time and one-half for Tuesday.

In the event an employee is advised to report to work later than his normal starting time for the purpose of allowing him at least an eight (8) hour work relief, he shall be guaranteed a minimum of eight (8) hours' straight-time pay for that shift.

- 7.3 When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift, on request of the employee, he will be allowed up to thirty (30) minutes time to obtain a meal.

- 7.4 **Lunch Break:** When an employee is ordered by his supervisor to continue working through his normal lunch period, he shall be paid one-half (1/2) hour of overtime and be allowed a reasonable time to eat his lunch on the Employer's time.

**ARTICLE 8
REPORT PAY**

- 8.1 Any regular employee who is required to report for work but does not commence work shall receive not less than two (2) hours' pay at the applicable straight-time hourly shift rate. Any regular employee who is required to report for work and commences work shall receive not less than four (4) hours' pay at the applicable straight-time hourly shift rate. Any regular employee who is not specifically instructed at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been ordered to report and, therefore, entitled to two (2) hours' pay.
- 8.2 Report pay shall not be required where an employee is returning to work from absences of two (2) or more days without making prior arrangements with the Company for his/her return to work.
- 8.3 In the event of an emergency such as fire, flood, power failure, power curtailment, machine breakdown, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency), or where the employee voluntarily quits, lays off or is discharged, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

**ARTICLE 9
EMERGENCY CALL-BACK PAY**

Any regular employee who has completed his normal shift for the day and is called back to work shall receive not less than two (2) hours' pay at the overtime rate.

**ARTICLE 10
CLASSIFICATIONS AND MINIMUM RATES OF PAY**

- 10.1 The classifications and minimum rates of pay for employees covered by this Agreement are set forth in Appendix A which is attached hereto.
- 10.2 Job descriptions for the job classifications covered by this Agreement are set forth in Appendix B which is attached hereto.
- 10.3 Working leadmen shall be paid not less than one dollar (\$1.00) per hour over the regular Journeyman rate. Leadmen shall be recognized as a separate classification.
- 10.4 Any employee already receiving more than the minimum set forth herein for his classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

- 10.5 Apprentice wages, ratios and other matters concerning apprentices shall be as provided in the Seattle Boilermakers Joint Apprenticeship Standards, as approved by the Washington State Apprenticeship Council, Aerospace Joint Apprentices Council, equivalent certified apprenticeship program or designated trainee.

**ARTICLE 11
PAY DAY**

- 11.1 Employees shall be paid every two weeks. Any employee who quits of his/her own volition or gets laid off shall receive all wages due him/her on the next regular pay period following his/her date of termination.
- 11.2 All paychecks and all wage payments shall have a detachable stub or equivalent which will set forth the amount of the check, hours worked and an itemized list of deductions.
- 11.3 Vacation pay of one week or more will be paid on a separate check prior to the employee going on vacation, provided the employee makes a request at least one week in advance.

**ARTICLE 12
HOLIDAYS**

- 12.1 Each employee shall receive eight (8) times his regular straight-time hourly shift rate of pay for the following holidays, provided:
- (a) The employee worked his last regularly scheduled workday prior to and his first scheduled workday following the holiday.

Exception will be made in cases where absence on the workday prior to or the workday following was due to industrial injury, bona fide illness covered by a doctor's certificate, approved leave of absence or temporary layoff, temporary plant closure, or any other excused or company-approved absence, provided the employee's absence from work for the purpose of this exception by reason of any of the above causes is not for a total period in excess of two weeks. For purposes of this Section, temporary layoff shall be considered as one of two weeks or less in duration."
 - (b) The employee has been in the employ of the Employer for ninety (90) calendar days.
 - (c) In the event an employee does not work his full scheduled workday prior to and/or following the holiday, holiday pay shall be reduced in the amount equivalent to the time he failed to work as scheduled on the day before and/or after the holiday, unless the time off was prearranged and approved.

- 12.2 The following shall be recognized as paid holidays: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, the last scheduled workday before CHRISTMAS, CHRISTMAS DAY, and a FLOATING HOLIDAY to be taken within the calendar year.

In addition, employees are entitled to a floating holiday in lieu of the day after Thanksgiving.

In cases where the above listed holidays fall 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.

- 12.3 In the matter of holidays falling on any day during the workweek Monday to Friday, inclusive, the parties recognize the desire of employees to enjoy a long weekend without loss of wages and without loss of production to the shops; and it is, therefore, understood that where the majority of employees in any shop agree, and with the approval of the Business Representative of the Union, it shall not be a violation of the Agreement for the shop to work on the Saturday in the week preceding or the week following the holiday at the straight-time rate in lieu of working the day before or the day following the holiday, and in lieu of the pay for not working on such holiday.

- 12.4 All time worked on the aforesaid holidays shall be compensated for at time and one-half the regular straight-time hourly shift rate, plus additional compensation for eligible employees pursuant to Section 1 above shall be paid for such time. It shall be optional with the employees as to whether or not they work on any of the specified holidays at the request of the Employer, with the exception of work required for the preservation of life and property.

- 12.5 Should any of the above holidays fall on Sunday, the day observed by the Nation shall be considered a holiday and compensated for as required under the foregoing paragraphs of this Article.

- 12.6 Should any of the above holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled workday prior to and his first scheduled workday following his vacation period.

- 12.7 The maximum holiday payout in any year shall be 72 hours, regardless of whether an employee works a 5-8 or 4-10 work schedule.

ARTICLE 13 VACATIONS/PAID TIME OFF

- 13.1 Vacations are accrued on the basis of the employee's anniversary date of employment as follows:

- Twenty four (24) hours after ninety (90) days of service.
- Forty eight (48) hours after one (1) year of service
- Eighty eight (88) hours after two (2) years of service
- One hundred twenty eight (128) hours after seven (7) years of service
- One hundred sixty eight (168) hours after fifteen (15) years of service

- 13.2 Each employee on his or her anniversary date of employment of any year shall be entitled to vacation with pay at employee's straight-time hourly shift rate for the number of days of vacation credit which he has earned in the preceding vacation year. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but un-worked hours.
- 13.3 Any employee who on his or her first anniversary date of employment has worked 1400 hours in the prior twelve (12) months shall be entitled to forty eight (48) hours vacation with pay at employee's straight-time hourly shift rate. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but unworked hours.
- 13.4 Any employee who on his or her anniversary date of employment of any year has worked 1400 hours in each of two (2) consecutive vacation years shall be entitled to eighty eight (88) hours vacation with pay at employee's straight-time hourly shift rate. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but unworked hours.
- 13.5 Any employee who on his or her anniversary date of employment of any year has worked 1400 hours in each of seven (7) consecutive vacation years shall be entitled to one hundred twenty eight (128) hours vacation with pay at employee's straight-time hourly shift rate. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but unworked hours.
- 13.6 Any employee who on his or her anniversary date of employment of any year has worked 1400 hours in each of fifteen (15) consecutive vacation years shall be entitled to one hundred sixty eight (168) hours vacation with pay at employee's straight-time hourly shift rate. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but un-worked hours.
- 13.7 Any employee who has retained seniority and who has once qualified for and received eighty eight (88), one hundred twenty eight (128), or one hundred sixty eight (168) hours vacation with pay in any year either under this or any preceding contract, and who shall in any one (1) vacation year subsequent to June, 1950, fail to work a minimum of 1400 hours shall, upon working 1400 hours in the next succeeding vacation year, be entitled to eighty eight (88), one hundred twenty eight (128), or one hundred sixty eight hours vacation with pay,

whichever is applicable, at employee's straight-time hourly shift rate at the expiration of said vacation year. Hours worked shall not include holidays, vacations, jury duty, bereavement and other categories of compensated but unworked hours.

- 13.8 Vacations are not cumulative and shall be taken at such time during the one (1) year period following the employee's anniversary date provided that an employee may carry over a maximum of one (1) week of unused vacation into the next vacation year. Employees may use vacation on 1 hour increments. Employer shall make every effort to establish vacation lists as soon as possible.
- 13.9 Employees rehired after voluntarily resigning or being discharged for cause shall be considered new employees and vacation rights, therefore, shall only accumulate from the latest date of employment.
- 13.10 Any employee who quits, is laid off or discharged shall be paid for his accumulated vacation credit at the next regular payday, and if such employee has previously qualified for two weeks or three weeks' vacation, he shall be paid for two times or three times, whichever is applicable, the vacation credit set forth in Section 1.

ARTICLE 14 JURY SERVICE

- 14.1 An employee having seniority as provided in Article 18, Seniority, and required by law to serve as a jurymen shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate and his jury pay (excluding travel allowance); provided, however, such Employer reimbursement shall not be applicable to any period of time during which said employee-jurymen 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 workweek (ten hours and four days for a 4-10 workweek).
- 14.2 In applying the foregoing, it is understood that if any employee is called for jury service, responds to the call and loses time but is not accepted for jury service, or serves and is relieved therefrom by the middle of his work shift, the employee will be reimbursed by the Employer for his work time lost on the basis of the difference between his straight-time day-shift hourly job classification rate and his jury pay (excluding travel allowance), provided he returns to his job immediately and promptly reports these facts to the Employer; provided, further, that if an employee works his regular shift in addition to performing jury duty, he shall not be paid by the Employer under the provisions of this Article.

**ARTICLE 15
BEREAVEMENT LEAVE**

An employee having seniority as provided in Article 18, Seniority, who suffers a death in the immediate family shall receive up to three (3) days off (at the employee's discretion) with pay of either eight or ten hours, depending on the employee's normal workweek. The immediate family shall be defined as wife, husband, son, daughter, mother, father, brother or sister, stepchildren, grandparents, mother-in-law, and father-in-law. The employer reserves the right to require documentation.

**ARTICLE 16
HEALTH, WELFARE AND DENTAL PLANS**

- 16.1 Effective June 1, 2013, the Employer shall provide health and welfare coverages under the following or substantially equivalent plans:
- IAM Plan 15 (tiered rate version), with Preventive Benefit
 - National Life Insurance \$10,000
 - Short term disability plan \$600
 - Plan V1 - Vision Insurance
 - Northwest IAM Dental Plan 127
- 16.2 The company will pay an amount equal to 80% of the aggregate premium cost for the above plans and the employee will pay the remaining 20%. Employee contributions shall be through payroll deduction each pay period. Employees wishing to insure a spouse or registered domestic partner who has the option of other health and welfare coverage available through an employer and does not opt out will pay 50% of the share benefits above and the company will pay 50%.
- 16.3 **Health Maintenance Organization Option**
Employees will have a choice of a Health Maintenance Organization Option in lieu of the medical plan provided for in Section 16.1. If the cost of this Health Maintenance Option exceeds the total cost of the benefits under plans provided for in Section 16.1, the employee who selects the HMO Option shall pay any additional cost.
- 16.4 **Section 125 Plan**
Effective as soon as reasonably practicable, employees shall have the opportunity to participate in an Internal Revenue Code Section 125 Plan, for the purpose of paying insurance contributions, deductibles, co-payments and other allowable expenses on a pretax basis.

16.5 Dental Plan

- A. The Employer and the Union each acknowledge receipt of a copy of the Trust Agreement creating the I.A.M. Benefit Trust (dated July 20, 1967) and they agree to be bound by said Trust Agreement and all lawful amendments thereto. They do further agree to accept, as their representatives, the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.
- B. The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned, or by such other due date as may be established by the Board of Trustees. The Board of Trustees will furnish transmittal forms.

16.7 The Company and Union may mutually agree to reopen the contract to bargain the selection of the plan and allocation of costs provided for in this article current level of benefits and/or avoid a tax or penalty pursuant to the so long as the mutual goal is to minimize the increase in premium cost, maintain Affordable Healthcare Act. Either party desiring to propose such an opener must provide written notice to the other party not less than 20 days prior to expiration of the current benefit plan of the year in which the party desires to make a change.

**ARTICLE 17
PENSIONS**

The Employer shall pay into the Boilermaker-Blacksmith National Pension Trust the following amounts per compensable hour, except jury duty and funeral leave, for each bargaining unit employee who has completed three (3) months of continuous service with the Company for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Boilermaker-Blacksmith National Pension Trust.

	Effective 10/1/13	Effective 10/1/14	Effective 10/1/15	Effective 10/1/16
Layerout	\$3.30	\$3.30	\$3.30	\$3.30
Journeyman	\$3.30	\$3.30	\$3.30	\$3.30
Advanced Specialist	\$3.11	\$3.11	\$3.11	\$3.11
Specialist A	\$3.00	\$3.00	\$3.00	\$3.00
Specialist B	\$2.90	\$2.90	\$2.90	\$2.90
Helper	\$2.78	\$2.78	\$2.78	\$2.78
Utility Worker	\$2.57	\$2.57	\$2.57	\$2.57

The parties agree to adopt the Alternative Schedule of The Funding Improvement Plan for the Boilermaker-Blacksmith National Pension Trust approved by the plan Trustees January 1, 2010 (Attached Memorandum of Understanding).

Employees shall pay 100% of the additional contributions pursuant to the FIP Alternate Schedule via pre tax wage diversion from Appendix A less thirty five percent (35%) of present and future surcharges pursuant to the Rehabilitation Plan Preferred Schedule of the Western Metal Pension Plan. If the Trustees require adjusted contributions/remittances or a surcharge in a specific amount not expressly provided for by the written agreement of the parties, the wage rates of such employees will be diverted from Appendix A in an equal amount. If the Boilermaker Pension Fund rehabilitates mid-contract and the surcharge or supplemental contributions terminate pursuant to the trust and/or current law, employer contributions and employee diversions shall cease.

ARTICLE 18 SENIORITY

- 18.1 With a view to maintaining the most harmonious relations possible and the utmost teamwork between employees, work shall be distributed as evenly as possible among regular employees in their various classifications.

In all layoffs and re-employment, the rule of seniority shall prevail where qualifications, ability, competency and all other factors are equal; provided that an employee shall not be considered as eligible for seniority until he has been regularly employed for a period of six (6) months.

- 18.2 Seniority rights of laid-off employees will continue for six (6) months from layoff date, and employees will retain seniority rights for six (6) months in layoffs and excused absences, except in cases where an employee who has attained seniority is absent from work due to an injury, then he/she will retain seniority for a period of one (1) year. In addition, for employees who are absent due to industrial injury the company will continue to pay its portion of health insurance contributions for two months.

- 18.3 The employee shall lose his seniority rights for any one of the following reasons: voluntary termination; discharge for cause; failure to report from layoff within three (3) working days after notification to report; and failure to maintain membership in good standing in the Union, providing the Union, through its Business Representative, so advises the Employer in writing, as provided in Article 3 of this Agreement.

Notification to return from layoff shall be by certified letter. The date of delivery of the certified letter shall begin the three (3) day period in which the employee must return to work. The Union will be notified in all cases where exceptions are made to extending the three-day period.

- 18.4 As defined in Article 10.5, Apprentices shall be considered a separate classification for seniority purposes and upon completion of their apprenticeship period shall be given seniority as a Journeyman Boilermaker as of the date they commenced the apprenticeship program with their current employer.

- 18.5 No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the International Boilermakers Union, so long as such activities are not carried on during working hours so as to interfere with production at the plant.
- 18.6 Upon request by the Business Representative or the Shop Steward, once in each three (3) month period lists of employees, and employees on layoff who continue to have seniority rights under Section 1 above, in the bargaining unit with their dates of employment and contract classifications will be furnished by the Employer.
- 18.7 Employees transferred out of the bargaining unit into a non-bargaining unit job (supervisory, engineering, technical and/or office jobs which are not covered under a collective bargaining agreement) shall retain the amount of seniority they have acquired at the time of transferring out of the bargaining unit, for twelve (12) months from the date of the transfer.
- 18.8 Leadman shall be continued to be regarded as a separate classification for seniority purposes at time of layoff and recall. This understanding shall not be interpreted to permit a superficial reclassification to Leadman without assuming additional Leadman responsibilities.
- 18.9 When an employee has a break in service and is rehired within twelve (12) months, the employee may be credited with the prior service for purposes of vacation accrual.

**ARTICLE 19
GENERAL**

- 19.1 The Employer shall comply with all safety, health and sanitation measures as required by the Washington Industrial Safety and Health Act and the Federal Occupational Safety and Health Act. The employees shall comply with safety, health and sanitation standards, rules and regulations which are applicable to his or her own actions and conduct.
- 19.2 Any employee who is injured on the job to the extent of requiring medical treatment which results in his leaving work shall be entitled to pay for the time involved during his normal work hours. In the event a doctor advises an injured employee he should not return to work because of his injury, he shall, upon presenting to the Company on the day the employee returns to work following the injury but no more than three, (3) days after the injury, a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift. The company will also pay the employee's wages for one follow-up doctor appointment following an industrial injury.

**ARTICLE 20
ACCESS TO PLANT**

Business Representatives of the Union, upon application to the offices of the Company or, in the case of night shifts, to the supervisor in charge, will be allowed access to the shops for the purpose of investigating grievances arising under this contract, provided they do not interfere with production in the shops.

**ARTICLE 21
GRIEVANCE PROCEDURE**

21.1 Prompt consideration shall be given to grievances.

21.2 Any complaint arising among the employees in the shop over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:

Step 1. Any such complaint shall, within three (3) working days from the time the complaint arose or should have been reasonably known to exist, first be referred to the grievant's immediate supervisor or other official designated by the Company.

Step 2. If no satisfactory agreement is reached in Step 1, the matter shall, within five (5) working days after it was first brought to the attention of the Company, be reduced to writing by describing the incident involved, the provision of the Agreement alleged to be violated and the remedy requested, and be submitted to a higher official designated by the Company. Such time limits can be extended by mutual consent of the parties.

Step 3. If the complaint cannot be settled in Step 2, it shall, within five (5) working days after the written grievance was presented to the Company in Step 2, be referred in writing to the Company whose representative shall promptly meet with the Union Business Representative for the purpose of settling the grievance. Such time limits can be extended by mutual consent of the parties.

Step 4. (a) If the parties cannot reach an agreement, either party may within ten (10) working days from the date the dispute was referred to Step 3 refer the matter in writing, setting forth the specific question to be arbitrated, preferably in the form of a Stipulation to Arbitrate, to an Arbitration Committee consisting of one representative of the Employer, one representative of the Union and a third member to be chosen by these two. In the event the arbitrators designated by the parties are unable to agree upon the third arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators, from which list the third arbitrator shall be selected by the

other two members of the Arbitration Committee alternately striking one name from the list until only one name shall remain.

- Step 4 (b) The decision of the arbitrator shall be rendered in writing within ten (10) working days after the close of the hearing and shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of the Agreement, and shall not change any of its terms or conditions.
- (c) The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as herein explicitly set forth. The arbitrator shall not have authority to add to or subtract from or modify any of the said terms of the Agreement, or to limit or impair any rights of the Union or rights of Management not at issue in the current dispute. The Arbitrator shall, in his/her decision, specify whether or not the decision is retroactive, and the effective date thereof. No decision of the arbitrator in one case shall create a basis for retroactive adjustments in any other case.
- (d) All time limits referred to in this Step may be extended by mutual consent. The costs of the arbitrator will be borne equally.

- 21.3 A grievance shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf, in any court or government agency a claim, complaint or suit complaining of the action grieved under federal, state or municipal law or regulation.
- 21.4 Employees shall have the right at any time to request the assistance of the Shop Steward in the settlement of any grievance. The Shop Steward shall have the right at any time to call in a Business Representative of the Union to assist in the settlement of grievances.
- 21.5 The Company shall have the option of utilizing the procedures outlined in Steps 3 and 4 of the foregoing in the event of a complaint against the Union involving questions of interpretation or application of this Agreement. The Union shall have the right to initiate a grievance at the Step 1 level on behalf of an individually named employee.
- 21.6 Prior disciplinary events will expire and be removed from the employee's disciplinary record after thirty six (36) months.

ARTICLE 22 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 a high level of employee performance and efficiency consistent with safety, good health and sustained effort.

**ARTICLE 23
NO STRIKES OR LOCKOUTS**

- 23.1 During the life of this Agreement no strikes or work stoppages shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Company. Any action of the Company in closing its plant during a general strike, riot or civil commotion for the protection of the plant and property shall not be deemed a lockout. Any action of the employees in refusing to go through a picket line for their own protection in case of an officially declared strike by some union directly working on the job, if said strike is sanctioned and approved by Local of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America, AFL-CIO, shall not constitute a violation of this clause of the Agreement or cause for discharge.
- 23.2 Refusal of the Employer to arbitrate a grievance as described and specified in Article 21 hereof shall, as to the settlement of such grievance only, suspend the "No Strike or Work Stoppage" provisions contained in the preceding Section.

**ARTICLE 24
SCOPE OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements regarding the subject matter of this Agreement shall be deemed to exist, or to bind any of the parties hereto, unless in writing and signed by both parties.

**ARTICLE 25
EFFECTIVE DATE AND DURATION**

This Agreement will become effective on date of signing, except as otherwise provided herein, and shall remain in effect until October 1, 2017, unless changed by mutual consent.

Should either party desire to change, modify or terminate the Agreement on the anniversary date of October 1, 2017 written notice must be given to the other party at least sixty (60) days but no more than ninety (90) days in advance of October 1, 2017. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one year and, in like manner, from year to year thereafter.

Markey Machinery Company

**Intl Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths,
Forgers, Welders and Helpers of
America, AFL-CIO, Local 104**

Blaine Dempke
Signature
Date: 3/14/14

Steve Bahl
Signature
Date: 4-1-14



Company Representative

Kelli Baul
Washington Employers, Inc.
Date: 3-10-14

APPENDIX A

CLASSIFICATIONS AND MINIMUM RATES OF PAY

A. Classification wage rates are established on a percentage of Journeyman Boilermaker rate as follows:

Labor Grade Rate	Classification	Wage
A	Layerout	105%
I	Journeyman	100%
II	Advanced Specialist	85%
III	Specialist A	75%
IV	Specialist B	65%
V	Helper	55%
VI	Utility Worker	40%

B. Labor Grade I Rate, First Shift *

	Starting Rate	After One Year
10/1/13	\$25.34	\$27.25
10/1/14	\$26.32	\$28.31
10/1/15	\$27.31	\$29.37
10/1/16	\$28.29	\$30.43

* Additional Pension contributions pursuant to Funding Improvement Plan and Article 17 to be diverted from these amounts.

C. Second Shift

Employees working a second shift shall be paid an additional \$1.00 per hour.

APPENDIX B

JOB CLASSIFICATIONS GUIDE

The following shall be used as a basis for assigning specific jobs to Labor Grades as set forth in Schedule A.

LABOR GRADE 1 (100% Pay level)

Possesses thorough understanding of and capable of performing all aspects of the trade or crafts to required specifications and tolerances.

1. Capable of performing any job within the trade or craft from start to finish without instruction, except for very unusual circumstances.
2. Proficient in advanced shop mathematics.
3. Possesses expert knowledge regarding material characteristics, and all machines, processes, and tools of the trade.
4. Capable of setting up and organizing any job in the trade from start to finish.
5. Works under minimal supervision.
6. Capable of instructing and assisting lower classified employees in all aspects of the trade or craft.
7. Capable of interpreting and working from all drawings, prints, and cutting lists to complete any job from start to finish.

LABOR GRADE 2 (85% Pay level)

Possesses thorough understanding of and capable of performing all aspects of the trade or craft to required specifications and tolerances within one or more areas of specialty.

1. Capable of performing any job within the trade or craft and within one or more areas of specialty from start to finish without instruction, except for very unusual circumstances.
2. Proficient in advanced shop mathematics within one or more areas of specialty.
3. Possesses expert knowledge regarding material characteristics, and all machines, processes, and tools of the trade within one or more areas of specialty.
4. Capable of setting up and organizing any job in the trade from start to finish within one or more areas of specialty.
5. Works under minimal supervision within one or more areas of specialty.
6. Capable of instructing and assisting lower classified employees in all aspects of the trade or craft within one or more areas of specialty.

LABOR GRADE 3 (75% Pay level)

Possesses general understanding of and capable of performing moderately complex aspects of the trade or craft to required specifications and tolerances.

1. Capable of setting up and operating/performing moderately complex machines/processes/functions without instruction, except for unusual circumstances.
2. Proficient in general shop mathematics.
3. Interprets and utilizes moderately complex drawings, prints; and cutting lists to complete the job function.
4. Works under general supervision; may require additional supervision when performing work of a higher classification for purposes of training and experience.
5. Possesses general knowledge of material characteristics, the processes, machines and tools of the trade.

LABOR GRADE 4 (65% Pay level)

Capable of setting up and performing basic work tasks of the trade; such tasks being less complex than Labor Grade III, but significantly more complex than Labor Grade V.

1. Capable of setting up and operating/performing basic machines/processes, functions of the trade or craft without supervision.
2. Proficient in basic shop math, including fractions and decimals.
3. Interprets and utilizes basic drawings, prints and cutting lists to complete the job function.
4. Works under general supervision within one or more areas of specialty.
5. Possesses basic knowledge of material characteristics, the processes, machines and tools of the trade.

LABOR GRADE 5 (55% Pay level)

Directly assists Journeymen or other higher classified employees in the performance of work tasks, or performs other related work which supports or assists higher classified employees in the performance of their work.

1. Requires ability to read, write, add and subtract. Utilizes hand tools and measuring devices.
2. Utilizes material moving equipment as required, such as forklifts, hand trucks, cranes, and hoists.

LABOR GRADE 6 (40% Pay level)

Performs work primarily of a low or minimal skill function in order to prepare material or work areas for job tasks.

1. Receives all job assignments and instructions from supervision or higher classified employees. May work alone, but under detailed instruction and direction. Uses little initiative.

2. Uses hand tools and measuring devices.

LABOR GRADE A (105% Pay level)

Possesses all skill levels set forth under Labor Grade I and, in addition, is assigned to a specialized aspect of the trade or craft.

There will be established a standing Job Assignment review Committee consisting of two (2) employees selected by the Union and two (2) employees selected by management. Such committee shall review and attempt to resolve all questions or disputes relating to job classification assignments. Any dispute that the committee is unable to resolve may be referred to Step 3 of the Grievance Procedure of the Labor Agreement.

APPENDIX C

For the purpose of establishing uniform rules for the application of Article III, Union Security, the parties agree as follows:

1. (a) If a newly hired employee fails to apply for Union membership as set forth in Article III of the Agreement, the Union will serve a letter upon the Employer requesting that such employee be terminated.
(b) Upon receipt of a letter requesting termination of an employee who has not complied with Article III of the Agreement, the Employer shall (on the same date if the employee is working on that date) instruct the employee to report back to the Employer prior to the end of the next regular shift with evidence that he has complied with the Union membership requirements. The Employer shall also (on the same date if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirements of Article III of the Agreement prior to the end of his next regular shift, his employment shall automatically be terminated.
(c) The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 1 (a) and (b) above.
2. (a) If an employee fails to comply with the requirements of continued accrued membership as set forth in Article III, Union Security, of the current Agreement, the Union will serve a letter upon the Employer requesting that such employee be terminated.
(b) Upon receipt of a letter requesting termination of an employee who has not complied with Article III of the Agreement, the Employer shall (on the same date if the employee is working on that date) instruct the employee to report back to the Employer prior to the end of the next regular shift with evidence that he has complied with the Union membership requirements. The Employer shall also (on the same date if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirements of Article III of the Agreement prior to the end of his next regular shift, his employment shall automatically be terminated.

Expiration: 10/01/17

- (c) The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 2 (a) and (b) above.

MARKEY MACHINERY COMPANY

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS
AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104**

LETTER OF AGREEMENT

It is the intent and objective of the Company and Union to conduct future negotiations on a multi-union basis and to have both the Machinist and the Boilermaker bargaining units be party to essentially identical Agreements. It is further the intent of the Company and Union to maintain identical terms and conditions with the Machinists agreement, with three exceptions: 1) a Boilermaker wage scale 25¢ per hour less than the Machinists to account for the Machinists' responsibility to furnish tools, 2) a different pension plan, and 3) different named classifications in Appendices A and B.

Markey Machinery Company

**Intl Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths,
Forgers, Welders and Helpers of
America, AFL-CIO, Local 104**

Blaine Demphe

Signature

Date: 3/10/14

Steve Behl

Signature

Date: 4-1-14

MARKEY MACHINERY COMPANY

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS
AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104**

LETTER OF AGREEMENT

Markey Machinery and Boilermakers Local 104 hereby agree as follows:

If the Company employs a person in the classification of Temporary Employee (i.e. an employee hired for a period less than three months), the Company will commence pension contributions on the first hour of employment. In other words, individuals hired in the classification of Temporary Employee will not be subject to the three-month waiting period applied to other classifications pursuant to Article 17.

Markey Machinery Company

**Intl Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths,
Forgers, Welders and Helpers of
America, AFL-CIO, Local 104**

Blaine Dempke
Signature

Date: 3/14/14

Steve Behling
Signature

Date: 4-1-14



Memorandum of Understanding

MARKEY MACHINERY COMPANY

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104

WAIVER OF SEATTLE SAFE SICK LEAVE

The parties understand that the Seattle City Council has passed a bill that would add a new chapter to 14.16 of the Seattle Municipal Code requiring employers with employees in the City of Seattle to provide paid sick time/days and paid safe time/days to their employees. The parties hereby agree that any requirement to provide any leave required by said bill, either in its current or amended form, or by a substitute bill is hereby waived. The waiver is made knowingly by the undersigned Union and the Employer.

No additional sick leave will accrue after ratification and any accrued leave not used before ratification is forfeited.

Signed this 21st day of MARCH, 2014

Blaine Dempke
Markey Machinery

By: BLAINE DEMPKE

Title: PRESIDENT

Steve Belling
Boilermakers Local 104

By: STEVE BELLING

Title: ASST. BUSINESS MANAGER

