

AGREEMENT

BY

AND

BETWEEN

CASCADE MACHINERY

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 46

Effective December 1, 2004 – November 30, 2007

AGREEMENT  
 By and between  
 CASCADE MACHINERY  
 And  
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
 LOCAL UNION NO. 46

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AGREEMENT  
by and between

CASCADE MACHINERY  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 46

MADE AND ENTERED to become effective on the date of signing except as otherwise provided herein, between CASCADE MACHINERY, Seattle, Washington, hereinafter called the EMPLOYER and LOCAL UNION NO. 46, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, herein called the UNION.

BASIC PRINCIPLES

The EMPLOYER and the UNION have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the EMPLOYER, the UNION, and the Public. Progress in industry demands a mutuality of confidence between the EMPLOYER and the UNION. All will benefit by continuous peace and by adjusting consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I  
EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1: This Agreement is effective on the date of signing except as otherwise provided herein, and shall remain in effect through November 30, 2007, unless changed by mutual agreement. Should either party desire to open or terminate the Agreement on December 1, 2007, or any subsequent December 1<sup>st</sup> anniversary date, written notice must be given to the other party at least sixty (60) days in advance of such anniversary date. If timely notice to open or terminate the Agreement is not given by either party at least sixty (60) days prior to any anniversary date, the Agreement shall be considered as automatically renewed for an additional period of one year and in like manner from year to year thereafter.

Section 2: Savings Clause. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected. The remaining parts of provisions shall remain in full force and effect.

ARTICLE II  
NON-DISCRIMINATION – EMPLOYER RIGHTS  
UNION RIGHTS AND HIRING

Section 1: Non-Discrimination. The Employer and the Union agree there will be no discrimination in employment because of race, age, creed, color, national origin, or sex, compliance with State or Federal law shall not be considered discrimination under this agreement.

Section 2: Contracting Electrical Work. Members of the Union, expecting those meeting requirements of employers, as defined herein, shall not contract for any electrical work.

Certain qualifications, knowledge, experience and responsibility are required of everyone desiring to be an employer in the electrical industry. Therefore, no employer shall be qualified to become a party to this Agreement, unless he maintains a permanent place of business at a shop, with a business telephone, both of which shall be aside and separate from his residence. The Employer shall also be financially able to meet the payroll requirements each and every week and employ at least one (1) Journeyman continuously.

Section 3: Union Membership. All employees who are members of the Union on the effective date of this Agreement, shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31<sup>st</sup>) day following the date of their employment, or the effective date of this Agreement, whichever is later.

When an employee fails to maintain his membership in good standing the Union shall advise the Employer in writing at that time. The Union will advise the Employer in writing when the employee is entered in his third (3<sup>rd</sup>) months and thereafter until the final six (6) months. If the employee fails to maintain his membership the Employer will terminate the employee upon written request of the Union.

Section 4: Steward. The Union shall have the right to appoint a Steward at any shop or any job where workmen are employed under the terms of this Agreement. Such Steward shall see that this Agreement and working rules are observed and he shall be allowed reasonable time to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision in this Agreement.

Section 5: Access to Shops and Jobs. Access to shop or jobs. Business Representatives of the Union shall have reasonable access to the shop by notifying the Company at the designated office, provided the Representatives do not interfere or cause employees to neglect their work. If there is no Shop Steward assigned, a Business Representative shall have reasonable access to unit employees for investigative information.

Section 6: Subletting or Transferring Work. The parties agree to maintain the past practice of recognizing the jurisdiction of other crafts or other units of Local I.B.E.W. No. 46.

Section 7: Hiring. The Employer agrees that when additional employees are required the Local Union will be given as much advance notice as possible, but not less than twenty-four (24) hours, so that the Union may have a reasonable opportunity to refer applicants for employment. If the Union is unable to supply workmen with twenty-four (24) hours from the time of receiving the Employer's request, the Employer is free to use other sources to secure workmen. If the Employer hires persons other than those referred by the Union he shall advise the Union within thirty (30) days after such person is hired. The Employer obtains the right to reject any job applicant referred by the Union.

Section 8: The Union agrees that there shall be no restriction on the use of labor saving machinery or equipment on the job. However, any such machinery or equipment shall be operated by workmen employed under this Agreement.

Section 9: Journeyman shall be required to make corrections of improper workmanship for which they are responsible at a rate of pay no higher than minimum wage up to a maximum of forty hours per incident and during working hours unless errors were made by order of the Employer or Employer's representative with these exceptions: all orders from Employer or Employer's representative to Journeyman must be initialed by Employer or employer's representative for a maximum of forty (40) hours corrective work. If the Journeyman feels his work was proper he may file a grievance at that time and he must follow all steps of the Grievance Procedure.

Section 10: Stolen Tools. Employer shall provide verifiable proof of insurance to cover theft of personal tools by forced entry and employees shall provide a list of tools they have.

### ARTICLE III STRIKES AND LOCKOUTS BARRED

Section 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. It shall not be a violation of this Agreement for an employee to refuse to cross a picket line of a legally declared strike by a Union which is the certified or recognized representative of the striking employees at the site of the picketing if such strike is sanctioned and approved by the IBEW Local #46.

### ARTICLE IV GRIEVANCES AND COMPLAINTS

Section 1: (a) There shall be a Labor-Management Committee of not to exceed two (2) representing the Union and not to exceed two (2) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (40) hours when notice is given by either party. It shall select its own Chairman and Secretary.

(b) All grievances or questions in dispute shall be adjusted by the authorized representative of both parties to the Agreement. In the event that these two are unable to adjust any matter within five (5) working days the matter shall be referred to the Labor-Management Committee at the request of either party.

(c) All matters coming before the Committee shall be decided by a majority vote. The Committee shall hand down a decision within five (5) working days. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be present for the transaction of business.

(d) Should this Committee fail to agree to adjust any matter in dispute within the five (5) working days, the matter may be submitted to a committee consisting of one (1) representative of the Union and one (1) representative of the Employer and a third member to be chosen by these two.

(e) Arbitration Board shall have no power to add to, subtract from, change or modify any provision of this Agreement and apply them to the specific facts of the issue in dispute. The decision of the Arbitration Board is to be final. The time limitations provided herein may be extended by mutual consent of the parties.

## ARTICLE V SHIFTS

Section 1: Eight (8) hours shall constitute a normal day's work. Five (5) days Monday through Friday inclusive shall constitute a normal week's work of forty (40) hours. The regular shift starting times of the day shift shall be between 7:00 a.m. and 8:00 a.m.

Section 2: Second Shift, Third Shift. An eight (8) hour period less thirty (30) minutes for a meal on the employee's time. Pay for second shift shall be the classification hourly rate set forth in Article VI, Wages, plus seventy-five (75¢) per hour. Pay for third shift shall be the classification hourly rate set forth in Article VI, Wages, plus one dollar and twenty five cents (\$1.25) per hour.

Section 3: Employees transferred from one shift to another shall receive a minimum of twenty-four (24) hours notice; if less than twenty-four (24) hours notice the employee shall receive time and one half (1 ½ ) for the first shift of the new shift.

Section 4: Employees required to work overtime or employees called back to work after the completion of their normal shift, unless relieved a full shift eight (8) hours before starting to work on their next regular shift shall be paid the overtime rate for the next such shift. However, 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 relief, the employee shall be guaranteed a minimum of eight (8) hours straight-time pay for the shift and allowed to quit work for the day at the normal quit time.

Section 5: Reporting Pay. Employees reporting for work unless otherwise advised by the Employer, shall receive not less than four (4) hours pay at the appropriate rate; except in cases beyond the control of the Employer such as power failure or acts-of-God.

## ARTICLE VI OVERTIME

Section 1: The first two (2) hours overtime worked on weekdays either immediately prior or immediately after their regular shift hours; or any combination thereof, if mutually agreed, shall be paid at one and one-half (1 ½) times the day shift rate. All time worked over ten (10) hours per day, Monday through Friday shall be paid for at double time (2T) the regular day shift rate. All time worked on Sunday shall be paid for at double time (2T) the regular day shift rate.

Section 1.1 Saturday work shall be paid as follows:

(a) For work scheduled prior to the end of shift on Friday, the first eight (8) hours worked on Saturday shall be considered overtime and shall be paid for at time and one-half (1 ½) the straight time rate. All time worked over eight (8) hours shall be paid at double time (2T) the regular day shift rate.

(b) For work assigned following the close of shift on Friday, such Saturday work shall be paid for at double time (2T) the regular day shift rate.

Section 2: The parties recognize that overtime work is a reality and a necessity to service the customer. The employees are expected and required to work overtime when necessary. The Company will endeavor to equalize overtime assignments among qualified employees. The Company will not arbitrarily require overtime.

Section 3: Lunch Periods

(a) A thirty (30) minute lunch period shall be allowed on the Employer's time at the end of the regular shift if employees are required to work overtime in excess of two (2) hours.

(b) Employees working overtime shall receive a period of thirty (30) minutes on Employer's time every four (4) hours.

(c) The foregoing shall not apply to the noon day lunch period on Saturdays, Sundays, and holidays.

(d) Unless by mutual consent and employee required to work during the regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat his lunch on the Employer's time.

Section 4: Travel required by the Employer shall be considered as time worked and paid at the applicable rate.

ARTICLE VII  
WAGES

Section 1: No Employers or employees or their agents shall give or accept directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having the Agreement terminated upon written notice thereof being given by the Union.

Section 2: The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hours, and working conditions. There shall be no deviation from the provisions of this Agreement to permit wage schedules or other privileges which do not apply equally to all shops signatory to this Agreement.

Section 3: Any employee reporting for work and being laid off, without having been notified the day previous, shall receive not less than one-half (1/2) days' wages. Employees hired prior to December 1, 1995, being permanently laid off shall receive five (5) days notice or three (3) days wages. Employees hired subsequent to December 1, 1995, being permanently laid off shall receive five (5) days' notice or three (3) days' wages after being continuously employed for one (1) year or more.

Section 4: When employees are called during off-hours on emergency work the rate applying from the time of call, leaving home, reporting to the job, and returning to home, shall be a minimum of four (4) hours guaranteed, or the actual hours if more than the minimum.

Section 5: Any employee already receiving a higher rate of pay than the minimum set forth herein for his classification, shall suffer no reduction as a result of this amended agreement and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE VIII  
JOB CLASSIFICATION AND MINIMUM RATES OF PAY

Section 1: The following classifications and minimum rates of pay shall apply for the duration of this Agreement:

(a) Wages and Wage Progression:

	12/1/2004	12/1/2005	12/1/2006
Helper (50%) of Journey	\$11.00	\$11.50	\$12.00

Trainee	1 <sup>st</sup> 6 months		60% of Journey	
	2 <sup>nd</sup> 6 months		65% of Journey	
	3 <sup>rd</sup> 6 months		70% of Journey	
	4 <sup>th</sup> 6 months		75% of Journey	
	5 <sup>th</sup> 6 months		80% of Journey	
	6 <sup>th</sup> 6 months		85% of Journey	
	7 <sup>th</sup> 6 months		90% of Journey	
	8 <sup>th</sup> 6 months		95% of Journey	
	Thereafter and successful completion of IBEW #46 Motor Journeyman Exam		100% of Journey	
		12/1/2004	12/1/2005	12/1/2006
Tradesman	Step 0 (new hire)	\$19.74	\$20.24	\$20.74
	Step 1	\$20.10	\$20.60	\$21.10
	Step 2	\$20.45	\$20.95	\$21.45
	Step 3	\$20.79	\$21.29	\$21.79
	Step 4	\$21.14	\$21.64	\$22.14
Journeyman	Step 5	\$21.50	\$22.00	\$22.50
Craftsman		\$23.50	\$24.00	\$24.50
Foreman	10% above Craftsman			

Section 2: TRAINEES: Step 0 Trainees are trainees with no electrical experience. New hire trainees will be given credit for documented time served in the Trainee Program. Trainees will not be used to displace Journeyman.

(a) Trainees will undergo in-house training and the time requirements listed are maximum requirements. The Company may, at its own discretion, advance trainees to the next higher step. Trainees will be required to take and pass the IBEW Local #46 Motor Journeyman test prior to being classified as a Journeyman by IBEW Local #46.

Section 3: TRADESMAN. Tradesman are employees with actual experience within the motor winder trade. The maximum time requirement for step advancement shall be one (1) year for each step (Step 0 and Step 1 combined shall comprise one (1) year.)

(a) New hire tradesman shall be hired in at Step 0. Such employees who can document equivalent experience will be placed at the appropriate step after sixty-six (66) workings days of employment.

Section 4: All new hire documented Journeyman shall serve sixty-six (66) workings days of employment at the Step 0 new hire rate before being placed at the Journeyman rate (Step 5).

Section 5: Progression from Journeyman to Craftsman shall be at the discretion of the Company except for work performed outside the shop working on the job which will be paid at the Craftsman rate.

Section 6: The Company may, at its discretion, form a Labor/Management Committee to review the Journeyman level test administered by IBEW Local #46. The committee shall be composed of two (2) labor members and one (1) management member. Labor members shall be composed of Journeyman and the committee may make recommendations to IBEW Local #46 for improvement of the testing procedures for Journeyman Motor Winders.

ARTICLE IX  
OUT OF TOWN WORK – OUT OF SHOP WORK

Section 1: employees shall receive suitable board, lodging and transportation when required to remain away overnight.

Section 2: No employees shall be required or coerced to use his/her vehicle for Company business.

ARTICLE X  
VACATION AND SICK LEAVE

Section 1: Employees covered under this Amended Agreement shall receive one (1) week paid vacation (forty (40) hours after one (1) year's employment; and two (2) weeks paid vacation (eighty (80) hours) after two (2) years employment; and three (3) weeks paid vacation (one hundred and twenty (120) hours) after eight (8) years employment.

Section 2: For the purpose of the foregoing Sections in this Article, fifteen hundred (1500) hours worked for the Employer shall constitute a "years" service. If employee terminated for any reason before vacation period, vacation payment shall be in proportion to the actual time worked.

Section 3: Vacations must be taken within the twelve (12) months next following the date upon which the employees become eligible thereto; vacation allowances shall not be cumulative.

Section 4: All vacations shall be taken on consecutive days, unless the Employer and the employee agree on a different division of the vacation time. Vacation shall be taken as mutually agreed between Employer and employee, however, upon thirty (30) days notice Employer may not cancel the employee's vacation.

Section 5: Vacations are intended as such, and employees entitled to vacation must take same and shall not work at the trade during such vacation period. The Union shall enforce this provision.

Section 6: Employees covered by this Amended Agreement shall receive two (2) days personal business or illness per contract year granted at the regular rate of pay. (Not cumulative) New employees must be employed for six (6) months to be eligible.

## ARTICLE XI HOLIDAYS

Section 1: Employees covered under the Agreement shall receive with pay at the rate of straight time, the following holidays, when not worked: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the date after Thanksgiving, the last work day immediately preceding Christmas Day and Christmas Day or days celebrated as such. The preceding Friday shall be observed as a holiday when the actual holiday falls on a Saturday the following Monday shall be observed when a holiday falls on a Sunday. In the event an employee works on the observed day of the recognized holiday, such employee shall receive double time (2T) for time worked plus holiday pay for a total of triple time 3 (T); in the event the employee work on the actual day of the holiday, such employee shall be paid per Article VI (1). It shall be optional with the employees as to whether or not they work on the observed day of the specified holidays at the request of the Employer, with the exception of worked required for the preservation of life and property.

Section 2: In order to qualify for the above holiday pay, the employees shall work the normal working day before the holiday and the normal working day after the holiday, with the exception of illness, or prior approval. New employees must be employed for thirty (30) calendar days to be eligible.

Section 3: In event of a death of an immediate family member of the employee's family, two (2) days of emergency leave with pay will be granted applicable rate. Spouse, grandparents, parents, brothers sisters, children and the same for in-laws would be a correct definition for immediate family.

## ARTICLE XII HEALTH AND WELFARE

Section 1: For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with a company authorized to do business in this state and upon request shall furnish satisfactory proof of such to the Union.

He shall also make payments to the Washington State Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

Section 2: It is mutually agreed between the parties to this Amended Agreement to jointly establish and administer a health and welfare trust fund in compliance with Federal and State laws and /or regulations governing Health and Welfare Trust Funds to be known as the Local Union No. 46, I.B.E.W.

Health and Welfare Fund, for the purpose of providing those certain insurance benefits for the Employer's employees and their dependents who are eligible and qualified to receive same under the terms and conditions of the Health and Welfare Trust Agreement be entered into between the parties to this Agreement as amended.

Section 3: (a) The Company shall pay the following amount to the Trust to purchase benefits.

12/1/2004	12/1/2005	12/1/2006
\$4.11	\$4.46	\$4.86

(b) Increases needed to maintain the above reference benefits shall be the responsibility of the employee. Any employee share shall be deducted from his/her hourly wage rate for all compensated hours on and subsequent to the maintenance of benefit increase effective date.

(c) Company contributions are to be completed on all compensatory hours, to include vacation and holidays.

(d) All Company payments under this Section shall be limited to one hundred sixty-five (165) hours per month.

Section 4: The Employer shall commence making payment on the first (1<sup>st</sup>) payroll period after the 1<sup>st</sup> day of July 1969, and monthly thereafter but not later than the tenth (10<sup>th</sup>) day of each calendar month, when it becomes due and payable. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the Employer's monthly payroll period, together with a report form to be supplied by the Board of Trustees of the Local Union No. 46. I.B.E.W. Health and Welfare Trust Fund.

Section 5: All such funds received by the Board of Trustees for the Local Union No. 46, I.B.E.W. Health and Welfare Trust Fund, shall be held in trust for the purpose of providing those certain insurance benefits for the employees and their dependents eligible and qualifying under the terms and conditions of the Health and Welfare Trust Fund Agreement, and other administrative costs as provided for in said Health and Welfare Trust Fund Agreement as established and entered into by the parties hereto.

### ARTICLE XIII PENSION

The Company will contribute to the I.B.E.W. Pacific Coast Pension Trust at the following contribution rates for each hour worked:

12/1/2004
\$1.70

MEMORANDUM OF UNDERSTANDING  
By and between  
CASCADE MACHINERY  
And  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION NO. 46

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1998 Negotiations

The undersigned parties agree to continue the understanding reached in the negotiations of the 1995-98 Agreement, that:

Employee T. Buchee will be classified under Article VII at Step 2 Tradesman effective April 1, 1996, and will progress within the Tradesman classification thereafter.

Cascade Machinery & Electric

International Brotherhood of  
Electrical Workers  
Local Union No. 46

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Date: \_\_\_\_\_

Date: \_\_\_\_\_