

COLLECTIVE BARGAINING AGREEMENT

between

EGT, LLC

and

**THE INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL NO. 21**

**EFFECTIVE FEBRUARY 15, 2012,
THROUGH MAY 1, 2017**

ARTICLE I – DEFINITIONS

- 1.01 “Employer” or “Company”. Wherever used in this Agreement, the terms “Employer” and “Company” shall refer to EGT, LLC. This Agreement shall apply only to work performed at the grain elevator (landside) and the ship loading work performed at Berth 9 (shipside) at EGT, LLC’s facility, located at 150 East Mill Road, Longview, Washington 98632 (“Facility”). This Agreement shall have no applications to any other operation carried on by the Company. This Agreement shall also not apply to the construction of the Facility or any warranty issues associated with the construction of the Facility.
- 1.02 “Employee”. Wherever used in this Agreement, the term “Employee” shall include all production and maintenance employees (including millwrights/electricians) in landside and shipside operations at the Company’s Facility, excluding office clerical, guards, control room employees, one working management electrician, programmers, professional and supervisory personnel as defined in the National Labor Relations Act, as amended from time to time.
- 1.03 “Agreement”. The express provisions of this Agreement and the Shiplside Addendum for their duration constitute the complete and total collective bargaining agreement which shall prevail between the Employer and the Union with respect to wages, hours of work and conditions of employment during the term of this Agreement. This Agreement can only be added to, detracted from, altered, amended or modified by a document in writing signed on behalf of the parties hereto by their duly authorized agents and representatives.
- 1.04 Employees shall acquire no vested interest in any rights or benefits granted herein which are not subject to being changed, revised, or divested, in accordance with this Agreement or any subsequent revision or termination hereof. All rights or benefits which Employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate unless expressly renewed or extended for an additional term by written agreement, or as otherwise required by law.

ARTICLE II – UNION RECOGNITION AND COOPERATION

- 2.01 Recognition. The Employer recognizes the Union as the sole collective bargaining representative of certain of its Employees as defined in Article I, Section 1.02 of this Agreement. The Employer agrees not to enter into any agreements or contracts with its Employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement; however, the Employer reserves the right to meet with and discuss with any one or more of its Employees any of the Employer’s business operations, policies or affairs, including conditions of employment, where such is not in conflict with the express terms of this Agreement or with law.
- 2.02 Cooperation. The Union agrees to uphold the rules of the Employer in regard to punctual and steady attendance; the performance of work in an efficient and economical manner; the Employees’ conduct on the job; the adherence to whatever rules are imposed that result from regulations by appropriate governmental agencies regarding the operation, safety, and sanitation of the product and Facility, and all other reasonable rules established by the Employer which are not in conflict with this Agreement. The Union agrees to cooperate with the Employer in maintaining, safeguarding, and conserving the

Employer's materials, supplies, equipment, machinery, buildings, vehicles, tools, and other property.

- 2.03 It is the intent of the parties that this Agreement shall be in compliance with the Labor Management Relations Act of 1947, as amended. If any clause, sentence, paragraph, or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. The parties hereto further agree to amend, through negotiations, such contract to full compliance with said Act, as amended.

ARTICLE III – TERM OF AGREEMENT

- 3.01 Except as otherwise indicated, this Agreement applies only to the Facility and shall become effective on the date hereof and shall remain in full force and effect through May 1, 2017, and shall be automatically renewed from year to year thereafter, unless either party gives written notice, by certified mail, of desire to terminate, amend, alter, or modify it at least sixty (60) days prior to the expiration date of any subsequent year.

ARTICLE IV – NONDISCRIMINATION

- 4.01 The Company and the Union will not discriminate against any Employee because of race, color, religion, age, sex, national origin, disability, or any other category protected by applicable state, local, or federal law. The Company agrees that any Employee shall not be discriminated against because of Union membership.
- 4.02 Wherever in this Agreement the masculine gender is used or referred to, it shall also mean or include the feminine gender, wherever appropriate.

ARTICLE V – HIRING AND MANNING

- 5.01 Use of Dispatch Hall. Because of the uniqueness of the Company's operation, and in order to make it convenient for people seeking employment, and so that the Employer may have a labor pool from a dispatch hall, the parties hereto agree that, except as provided in Articles 5.05 and 9.08, all Employees shall be exclusively dispatched from the Local 21-PMA Dispatch Hall (the "Dispatch Hall"), which shall dispatch only (A) registered and (B) limited registered personnel.
- 5.02 Approved Lists/Special Boards. The Dispatch Hall shall provide the Employer with two lists of individuals interested in working for the Employer, one list of shipside employees and one list of landside employees. From those lists of interested individuals, the Employer will create and maintain lists (one shipside and one landside) of individuals, determined by the Employer as being qualified and eligible to perform the jobs at the Facility ("Approved Lists"). The Employer has the right and responsibility to train all individuals on the Approved Lists. The landside Approved List shall be known as the Landside EGT Special Board ("LESB") and the shipside Approved List shall be known as the Winch Board. The Winch Board shall consist of individuals with a minimum of five years of ship loading experience. The determination of who is qualified to be on the

LESB and Winch Board, shall be made in the sole discretion of the Employer. The LESB shall be a minimum of 20 individuals and the Winch Board shall be a minimum of 10 individuals, or as amended by the Employer as appropriate, and the Union will provide an adequate number of qualified individuals to maintain such minimum levels. The Employer shall identify each individual on the Approved Lists by skill or job classification.

- 5.03 Ordering Employees. When the Employer orders an individual from the Approved Lists from the dispatcher, the Employer shall specify the classifications needed and how many of each classification the Employer requires. It is solely within the Employer's discretion how many employees it requires and what classifications it requires.
- 5.04 Removal from the Approved Lists. The Employer may remove employees from the Approved Lists for any reason at its sole discretion. Such removal may be without prior notice. If an employee is on the premises of the Facility at the time of his removal from the Approved Lists, he must immediately leave the Facility when so instructed.
- 5.05 Failure To Supply Necessary Individuals. In the event the Employer determines that the dispatcher fails to supply the necessary individuals from the Approved Lists, the Employer shall have the sole right, without interference from the Union, to hire and pay an individual not dispatched from the Dispatch Hall and from outside of the LESB or Winch Board (as applicable), or to utilize its supervisory personnel to perform the work. During such failure to supply, employees from outside the Dispatch Hall and/or supervisory personnel may be utilized on a day-to-day basis subject to the right of the Dispatch Hall to substitute on a next day basis qualified personnel.
- 5.06 Regular Employees. At its sole discretion, the Employer may designate certain employees from the LESB as "Regular Employees." If an employee is deemed to be a Regular Employee, the Employer may communicate directly with that Regular Employee to schedule his work at Facility. For each week that a Regular Employee is scheduled, he shall have a minimum of thirty-two (32) hours of work opportunity or thirty-two (32) hours of pay, including hours of pay received for vacation, sickness/injury, or holidays. A Regular Employee who will be unavailable for work for any reason shall give the Employer reasonable notice; failure to do so shall forfeit the thirty-two (32) hour guarantee. The Employer may withdraw an employee's status as a Regular Employee for any reason upon two (2) weeks' notice to the employee (or immediately for cause).
- 5.07 Supervisors Working. Without limiting the Employer's right to have one electrical supervisor perform bargaining unit work as provided in Section 1.02, a supervisor will not perform work solely for the purpose of depriving a member of the bargaining unit of his job; however, supervisors may perform work of employees where necessary due to training, emergencies, or unusual production requirements, including in the event employees are unavailable or unwilling to work after being offered the work, or as otherwise permitted by this Agreement. The supervisor may continue to perform the work on a day-to-day basis subject to the right of the Dispatch Hall to substitute on a next day basis a qualified person willing to perform the work.

ARTICLE VI – UNION SECURITY AND CHECK-OFF

- 6.01 Employees of the Company covered by this Agreement who are members of the Union in good standing on the date of signing of this Agreement shall, as a condition of employment, remain members in good standing. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty first (31st) day following the execution date of this Agreement, whichever is the later.
- 6.02 Class B limited registered, casuals and Probationary Employees, as defined in this Agreement, shall not be required to become members of the Union as a condition of employment, but shall pay an agency fee which shall not exceed the amount of regular monthly Union dues to the Union beginning with the month following their completion of thirty (30) days of employment.
- 6.03 Upon mutual agreement, the Company will deduct from the Employees who are or become members of the Union in accordance with Section 6.01 and 6.02, membership dues, agency fees, and initiation fees in the amounts in accordance with express terms of a signed voluntary authorization. Said deductions shall be made out of the earnings paid at the end of the first payroll period of each month and shall within thirty (30) days thereafter be delivered or forwarded upon proper notification from the local Union to the Financial Secretary of the local Union.
- 6.04 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the Company in reliance upon authorization cards furnished to the Company by the Union, or for the purpose of complying with any of the provisions of this Section.
- 6.05 Sample Check-Off Authorization:

I, _____, hereby authorize to deduct from my wages normal and customary monthly dues and initiation fees, or agency fees as may be applicable in place of dues, uniformly required from the Union of its bargaining unit members. Such deductions are to be made from the first pay period of each month and transmitted to the Secretary-Treasurer thereafter.

This authorization shall be valid and remain in full force and effect during the life of any existing collective bargaining Agreement between me and the Union, or one year from date hereof, whichever shall occur earlier, and thereafter unless and until it has been permanently revoked by me in writing notifying you and the Union.

Initiation fees in the amount of \$ _____,

Dues or Agency fees in the amount of \$ _____,

per month beginning with the month of _____.

In the event you receive official notice from the Secretary-Treasurer of the Union that my monthly dues or agency fees have been changed while this authorization is in force, you

are authorized to deduct that amount from my wages each month as specified in notice from the Union.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947.

Date _____

Signature _____ Address _____

Receipt of the foregoing authorization is acknowledged:

Company _____

Date _____ By _____

This deduction authorization card shall be interpreted in all respects to conform to the laws of the State of Washington, and the United States with respect to voluntary wage assignments.

- 6.06 Bulletin Boards. The Union shall be permitted to post in conspicuous and appropriate locations its official notices on bulletin boards provided by the Company, provided such notices are signed by an appropriate Union Officer. Any other notices or bulletins must first be approved by the Company prior to posting.
- 6.07 Visitation. Duly authorized representatives and/or officers of the Union shall have the right to visit plant facilities during working hours, with prior notice to the Company, and during such visits shall comply with whatever safety and sanitary rules are then in force appropriate to the area, and during such visits shall not interfere with production.
- 6.08 Stop Work Meetings. The Union may hold, but is not required to hold, one stop work meeting per month on reasonable notice to the Company. Such meetings shall have work cease on or after 6:00 p.m. and resume by 11:00 p.m. and in no event will the stop work meeting exceed five hours in duration. Time off for stop work meetings shall be unpaid. Supervisors may perform all bargaining unit work duties during stop work meetings.

ARTICLE VII – HOURS OF WORK

- 7.01 The Employer may, subject to terms of this Agreement, schedule work per production needs.
- 7.02 Scheduling shall be done by the Employer at its sole discretion. The Employer, at its sole discretion shall schedule shifts of up to 12-hours. No employee will be scheduled for more than twelve (12) hours in a work day, except that employees may be required to work a one hour extension in a work day to complete a train or barge unloading or ship loading.
- 7.03 The workweek starts on the day shift of Saturday and ends after the night shift on the following Friday. The normal work day for 1st shift landside employees shall commence between the hours of 6:00 a.m. and 9:00 a.m. The normal work day for 2nd shift landside employees shall commence between the hours of 4:00 p.m. and 8:00 p.m. If the Employer chooses to have a 3rd shift, the normal work day for 3rd shift landside hours shall commence between 11:00 p.m. and 3:00 a.m. Any changes in hours will be made

after reasonable notice to employees. Shifts for shipside employees shall be as set forth in Section 4 of the Shipline Addendum.

- 7.04 There shall be no unproductive work time at shift start and stop, thereby allowing continuous loading, unloading, and pouring.
- 7.05 No Employees covered by this Agreement shall work more than 6 hours without a meal. Meal periods shall be one hour in duration and unpaid, and shall be staggered so as to provide for continuous loading, unloading, and pouring.
- 7.06 The Company will make every reasonable effort to provide Employees with as much notice of overtime as possible. It is recognized by the parties that the operation is subject to the timely arrival of carriers (trains, barges, and ships) and because of this, plans and scheduling are subject to change, however, the Company will exert its best effort toward a spirit of mutual cooperation in attaining this goal.

ARTICLE VIII – MANAGEMENT RIGHTS

- 8.01 Except as expressly limited by this Agreement, the management of the Company alone shall have the authority to determine and direct the policies, modes, and methods of operating its business, without interference by the Union. Except as expressly limited by specific provisions of this Agreement, the Company shall continue to have the exclusive right to take any and all action it deems necessary in the management of its business and the direction of its work force, and such rights exclusively reserved for the Company shall include, but not be limited to, the following:
 - a) The right to select, determine who is on the Approved Lists, hire, train, and qualify Employees, and to determine the composition and size of its working force;
 - b) To transfer, assign, and reassign the work of Employees within the bargaining unit, including shifting between job classifications within the bargaining unit (whether within one shift or not), but not between landside and shipside;
 - c) At its sole discretion, designate and remove employees from the Facility and reprimand or otherwise discipline employees;
 - d) To determine job content and the amount and types of work needed;
 - e) To expand, reduce, alter, or discontinue all or any part of its business operation;
 - f) To introduce improved or different methods of operation;
 - g) To determine the starting and quitting time (within the ranges set by this Agreement), and the number of hours and shifts to be worked; starting and quitting times may fluctuate by classification and shift to fill needs of production; and
 - h) To direct the work force and to make and enforce reasonable rules and regulations.

- 8.02 The Union may file a grievance under Article X asserting that Company action taken pursuant to this management rights clause violates express language in this Agreement.

ARTICLE IX – INTERRUPTION OF WORK

- 9.01 No Strike–No Lockout. The Union and the Employees agree that there will be no strikes, sympathy strikes, work stoppages, stop work meetings not authorized by this Agreement, picket lines, slowdowns, boycotts, disturbances, or concerted failure or refusal to perform assigned work (collectively, “Work Stoppage”), and there will be no lockouts by the Company, for the duration of this Agreement or extension thereof. A Work Stoppage shall not include unintentional lack of availability of qualified employees or bona fide health and safety disputes.
- 9.02 Refusal to cross a legitimate and bona fide picket line, as defined in this paragraph, shall not be deemed a violation of this Agreement but the Employer may utilize supervisors, subcontractors, and employees from outside the Dispatch Hall during any such absence of employees. A legitimate and bona fide picket line is one established and maintained by a union, acting independently of ILWU, about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement. Disputes between the ILWU and any other employer not signatory to this Agreement shall not interfere with Employees within or about the Facility.
- 9.03 Union agrees to support the Employer in maintaining operations, including: promptly advising the Employer that any Work Stoppage is unauthorized; declaring publicly that such action is unauthorized, if questioned; and promptly ordering its members to return to work notwithstanding the existence of any wildcat picket line. Any employee who participates in or promotes a Work Stoppage may be disciplined up to and including discharge or removal from the Approved Lists, as applicable.
- 9.04 The Union recognizes that the Employer is engaged in a competitive business that to a considerable extent depends on customer satisfaction with a quality product and timely deliveries, thus Work Stoppages would cause irreparable damage to the Employer.
- 9.05 The parties also recognize that prior to entering into this Agreement, they have had an extraordinary adversarial and combative relationship for almost one year as a result of labor disputes. Those disputes have generated numerous lawsuits and NLRB proceedings as well as attracting close attention and involvement of various community members, labor groups and local public agencies on each side of the dispute. Because of the resulting general turmoil throughout the southern part of Washington State and the difficulty of establishing a cooperative and trusting relationship, the parties have decided to add to this agreement extraordinary remedies so that both parties can be assured that

additional labor disputes will not occur during the life of the agreement. Therefore, the items described below are intended to establish that cooperative and trusting relationship.

9.06 Accordingly, in the event of a Work Stoppage, and in addition to any other remedies it may have, the Employer will be entitled to seek and obtain immediate injunctive relief, together with such other relief (including compensatory and additional damages) as it may be entitled.

9.07 The provisions below expire at the end of this Agreement, without prejudice to the rights of both parties to negotiate the same or similar terms in a successor agreement. Notwithstanding the grievance process described in Article X below, in the event that the Employer believes that the Union or any employee(s) has engaged in a Work Stoppage, the parties will use the following procedure:

- Upon the occurrence of an actual or suspected Work Stoppage, the Employer will notify a member of the Union's labor relations committee;
- If the Union's labor relations committee member fails to rectify the situation to the Employer's satisfaction within 15 minutes of the Employer's first attempt to notify him, the Employer will contact the following arbitrators in the order listed below. If the first arbitrator on the list cannot or will not hear the matter within 1 hour, the second arbitrator shall be contacted. This process shall be repeated until an arbitrator is found who can and will hear the matter within 1 hour of being contacted. The list of approved arbitrators may be amended by joint agreement between the Union and the Employer.

Jan Holmes

Tom Levak

Ross Runkel

- The arbitrator selected shall hear argument from the parties and render an oral ruling at the conclusion of the argument. The parties will abide by that oral ruling immediately. The Union waives any right to ask a court to set aside the arbitration award and instead agrees to stipulate to court enforcement of any arbitration award and other injunctive relief to stop any Work Stoppage.
- If the arbitrator rules that the Union or any employee(s) engaged in a Work Stoppage, regardless of whether the conduct was authorized by the Union or the International Union, the Arbitrator shall assess compensatory damages to the Employer and additional damages in favor of the Employer in the amount of \$1,500 for each hour or partial hour during which the violation took place. Additionally, the Arbitrator shall award the Employer its reasonable attorneys' fees incurred in connection with the arbitration of the matter. The Union shall be liable for all compensatory or additional damages assessed by the arbitrator. Failure to pay within 15 days of any such arbitration award allows the Employer to stop using the Dispatch Hall and/or subcontract out the work in the same manner as allowed under Article 9.08.

- In the event that the Employer believes that the Union or any employee has engaged in a Work Stoppage for any reason (even if the alleged basis for the Work Stoppage involves a health and safety issue) and institutes proceedings under this Article (regardless of whether the Employer ultimately prevails in the arbitration), the Employer may use supervisors to perform the work at issue during the arbitration process.
- 9.08 If three or more arbitration awards finding Work Stoppages are issued within the term of any collective bargaining agreement entered into by the parties, the Employer's obligation to utilize the LESB and the Winch Board, or to hire from the Dispatch Hall, shall end. At such time, notwithstanding any other provision in this Agreement, at its discretion, the Employer may subcontract the production and maintenance work at the Facility. If the Employer elects to hire from outside the Dispatch Hall, all persons hired thereafter shall be ineligible for the benefits set out in Article XII through XIV.

ARTICLE X – GRIEVANCE PROCEDURE

This Article does not apply to Work Stoppages under Article IX.

- 10.01 Grievance Steps. Should differences arise between the Company and the Union as to the application and interpretation of this Agreement, an early effort shall be made to settle such differences immediately in the following manner:

Step 1. All grievances not resolved orally with the supervisor shall be put in writing and presented to the terminal manager for consideration within seven (7) days following the incident giving rise to the grievance; otherwise, the grievance will be deemed waived.

Step 2. The terminal manager shall give a written answer within seven (7) days following receipt of any grievance in writing from the Union.

Step 3. If no settlement is reached in Step 2 above, the Union may refer the grievance to arbitration as provided for in this Agreement. If such grievance is not referred to arbitration within seven (7) days of the Manager's written answer, the grievance shall be considered settled on the basis of the final decision rendered to the aggrieved party.

The parties may by mutual agreement, in writing, omit any Step or extend the time limits as set forth above; otherwise, the Steps must follow in sequence and the time limits will be strictly adhered to.

- 10.02 Arbitration. In the event such complaint or grievance shall not have been satisfactorily settled, the matter shall then be submitted to arbitration that shall consist of the following steps and understandings:

- a) If the Union elects to refer a grievance to arbitration, it shall give the Employer written notice of its intent to do so within seven (7) days of the Manager's written answer to the grievance in question. Every effort shall be made by both parties to agree on a mutually satisfactory local individual to act as arbitrator. In the event this is not accomplishable, the following shall apply:

(1) Upon a timely issuance of the Union's notice of arbitration, either party may request from the Federal Mediation and Conciliation Service a panel of not less than seven (7) arbitrators with primary residences in Washington or Oregon. Each party shall alternately cross off a name from the submitted panel until there remains one name, who shall be the arbitrator to hear the grievance. The first party to cross off a name shall be decided by the toss of a coin. The parties shall select an arbitrator within fifteen (15) days following receipt of the panel of arbitrators from the Federal Mediation and Conciliation Service.

b) The above selection procedure in 10.02(a)(1) of this Article shall not preclude the parties from mutually selecting an arbitrator by some other method.

10.03 Arbitrator's Limits. The arbitrator shall have the authority to interpret the provisions of this contract and where the contract is silent, render decisions based on evidence presented in the hearing by the parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligation of the parties under this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The Parties recognize that this is a new agreement for a new operation and that past practices under other agreements even in the same industry are irrelevant to the proper interpretation of this Agreement.

a) The arbitrator shall not decide issues which are not directly involved in the case submitted and no decision of the arbitrator shall require the payment of a wage rate different from, or the payment of any wages in addition to, those expressly set forth in this Agreement.

b) An arbitrator may, in appropriate cases, award an employee lost wages; however, income derived from Unemployment Insurance, the Pay Guarantee Plan of the PCLCD, and interim earnings during such period shall be deducted from any back pay due him under an award..

c) The parties shall not submit more than one (1) grievance to an arbitrator at any one time without mutual consent.

d) The formal rules of evidence shall not be binding and the Arbitrator may consider all information he/she deems appropriate.

10.04 Expense of Arbitration. The expense of the arbitrator, as well as other joint expenses of holding the arbitration, including but not limited to the arbitrator's fees, travel expenses, and lodging, shall be borne equally by the Union and the Employer. However, each party shall bear the expense of its own representatives, of its own witnesses, and preparation and presentation of its own case. Either party may elect to have a transcript made of the arbitration hearing, and if a copy of such transcript is desired by the other party, the cost of such copy, the original, and the arbitrator's copy shall be shared equally by the parties.

10.05 Arbitrator's Decision. Unless the parties mutually agree to a verbal decision, the arbitrator will be required to reduce his award to writing and shall state the reasons for

reaching that award. The decision of the arbitrator shall be final and binding upon the parties to this Agreement.

ARTICLE XI - WAGES

Nothing in this Article shall prevent the Employer from paying any job classification a higher rate than provided herein.

11.01 Rates of Pay. Rates of pay are established for each job classification. Such rates of pay appear in Exhibit "A" as attached hereto and by such attachment made a part hereof. Pay shall be made by the quarter hour; periods of seven minutes or less shall be rounded down, and periods of eight minutes or more shall be rounded up. On the first four anniversaries of the execution of this Agreement, the pay rates established on Exhibit "A" shall be increased by a percentage equal to the percentage increase in straight time wage rates under the Grain Handlers Agreement during that 12 month period, based on the job classifications shown below:

<u>EGT Job Classification</u>	<u>Percentage Wage Increases Based On: Grain Handlers Contract Job Classification</u>
Leadperson	General Foreman
Millwright	Millwright/Electrician
Electrician	Millwright/Electrician
Millwright/Electrician	Millwright/Electrician
Locomotive Operator	Locomotive Operator
Utility	All other grain handlers

11.02 Pyramiding. There shall be no pyramiding. No overtime pay shall be computed twice for the same hours worked.

11.03 Reporting Pay. All employees dispatched to work at the Facility will be paid only for hours actually worked, except that all Employees shall receive an offer of a minimum of eight hours work per day for each day he is dispatched. There shall be no weekly guarantee of hours of work for non-Regular employees.

11.04 Rate Protection. An Employee who is temporarily transferred from his regular job shall be paid as follows:

a) To a job having a higher rate of pay, he shall receive such higher rate provided he performs such job for in excess of two (2) hours; otherwise, his regular rate will be appropriate.

b) To a job having a lower rate of pay, he shall receive his regular rate for all hours worked in such lower rated job.

11.05 Emergency Call Back Pay. An Employee who has completed his regular or assigned work shift and left the premises that is called back to work, due to an emergency, during the same working day shall be paid the actual hours worked after being recalled, or four (4) hours, at one and one-half (1.5) times his regular, straight-time hourly rate, whichever is greater.

- 11.06 Emergency Call In Pay. A Regular Employee who is called at home, after completing his shift, and told to report prior to his scheduled starting time, due to an emergency, shall be paid overtime pay at a rate of one and one-half (1.5) times the employee's regular, straight time rate for those hours that are prior to such scheduled starting time, provided such hours are continuous into his normal shift.
- 11.07 Overtime Pay. Overtime pay shall be at a rate of one and one-half (1.5) times the employee's regular, straight time rate. Overtime will apply to all hours worked in excess of eight (8) hours in a work day or forty (40) hours straight time in any workweek. In addition, pay for all hours worked on Sundays and holidays shall be at overtime pay rates.

ARTICLE XII - VACATIONS

- 12.01 ILWU-PMA Vacation Fund. The parties agree to become parties to the ILWU-PMA Vacation Fund for Regular and non-regular employees hired through the Dispatch Hall.

ARTICLE XIII – HOLIDAYS

- 13.01 Observed Holidays. There shall be thirteen designated holidays when employees will be paid at the overtime rate of 1.5 for work performed on those days:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Cesar Chavez	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	December 31
Harry Bridges Birthday	

Holiday pay shall be paid through the ILWU-PMA Holiday Fund.

- 13.02 Optional Work Days. July 5, Labor Day, Thanksgiving Day, New Years Day, and Christmas Day shall be designated as optional work days, meaning that Employees can be offered, but cannot be required, to work on those days. On all other holidays, employees may be required to work. If sufficient employees on the relevant Approved List are not available or willing to work on an optional work holiday, the Employer shall have the right to have supervisors perform bargaining unit work.

ARTICLE XIV – PENSIONS, WELFARE, AND FRINGES

- 14.01 The parties to this Agreement shall become and remain parties to the ILWU-PMA Pension Plan, and to the ILWU-PMA Welfare Plan.
- 14.02 The Employer shall make all contributions required to provide the benefits for all registered employees under the Pension Plan, Welfare Plan, and other fringe benefit plans provided for herein.

- 14.03 The legal unavailability of any of the Pension and Welfare Plan to the Employer will require the renegotiation of this Agreement relating thereto at the request of either party. In such renegotiation, the contributions to be made by the Employer shall not in any event exceed the rate paid by PMA members or the rate which would be paid by the Employer if it were a PMA member.
- 14.04 It is agreed that the Employer shall not be required to become a member of the Pacific Maritime Association in order to participate in and make the contributions to the existing ILWU-PMA Vacation Fund, Holiday Fund, Pension Plan, and Welfare Plan, it being understood that the Union takes no position on this matter and it is the prerogative of the Employer whether it wishes to apply to and become a member of the Pacific Maritime Association.

ARTICLE XV – SAFETY

- 15.01 Rules. The Employees covered by this Agreement shall at all times while in the employ of the Company be bound by the safety policies and procedures established by the Company, as amended from time to time. The Union agrees to support the Employer in the implementation and the carrying out of its safety policies and procedures.
- 15.02 Smoking. Certain areas within the facilities of the Company are designated areas for smoking privileges. Smoking is strictly prohibited outside of these areas and Employees smoking in prohibited areas will be immediately removed from Employer's premises.
- 15.03 Personal Protective Equipment ("PPE"). Employees are required to wear applicable, approved PPE pursuant to the safety policies and procedures established by the Company as amended from time to time.
- 15.04 The parties shall establish a joint safety committee, which shall meet no less than every quarter. At the Union's request, the Company will meet to discuss any health and safety issues.
- 15.05 In the event the Union claims a bona fide health and safety dispute warranting any non-performance of assigned work, the matter shall be immediately presented to the Company. Any disagreement shall be immediately submitted to expedited arbitration under Article IX above.

ARTICLE XVI – SUBCONTRACTING

- 16.01 Employer shall have the right to contract out maintenance repair work customarily performed by bargaining unit employees on the Employer's premises in the following circumstances (in addition to that described in Articles 5.05, 9.02, 9.07 and 9.08):
- a) in the discretion of the Employer, Facility employees are not qualified by reason of lack of skill or experience to perform the work required, or
 - b) the necessary tools or equipment are not available at the Facility, or
 - c) such work cannot be completed by Employees within time limits determined by the Employer.

- 16.02 Without limiting the foregoing, the Employer shall have the right to subcontract electrician work when the Dispatch Hall cannot supply qualified electricians as solely determined by the Employer. In addition, nothing in this Agreement shall be construed to prohibit the Employer from having one working management electrician perform electrical or PLC work in the bargaining unit.

ARTICLE XVII - MISCELLANEOUS

- 17.01 Sanitary Facilities and Working Conditions. The Company agrees to continue to maintain adequate and sanitary areas and toilet facilities and to continue to make improvements in the working conditions within its establishment to provide for the health and safety of its Employees. The Employees will cooperate in keeping said facilities adequate and sanitary.
- 17.02 Hand Tools. Use of hand tools owned by an Employee at work shall only occur in unusual cases and only with prior Company approval. If approval is given and these tools are lost, worn out, or broken, the Company shall replace the tools at the Company expense.
- 17.03 Access Cards. Employees are expected to use only their personal access card at all appropriate times. Falsification of said card or use of another Employee's card is forbidden.
- 17.04 Drug Testing. The Employer shall implement the drug and alcohol testing policy attached as Exhibit "B" for the Employees, which shall include pre-employment (for casual and outside hires), for reasonable cause, and post-accident pursuant to the attached policy. Post-Accident testing shall take place whenever possible human error could have contributed to the accident, as determined in the Employer's sole discretion.

ARTICLE XVIII – SEVERABILITY

- 18.01 If, during the term of this Agreement, or any extension thereof, any part or provision hereof is by legal or legislative process rendered or declared to be invalid, such part or provision thereafter shall be void and shall not form a part of this Agreement. All other provisions hereof shall remain in full force and effect and shall be fully binding upon the parties hereto.

EGT, LLC

ILWU LOCAL 21

By: Jay M. Hoover

By: De Ann

Title: V.P. Operator

Title: President

By: Asa Lundquist

Title: LRC

Dated: 2-9-12

Dated: 2-9-12

EXHIBIT "A"

LONGVIEW, WASHINGTON

RATES OF PAY

The following classifications are listed for the purpose of determining the initial regular hourly rates of pay. Increases in these rates shall be as specified in Article XI.

Landside Employees

Leadperson	\$34/hour
Millwright	\$34/hour
Electrician	\$34/hour
Millwright/Electrician	\$34/hour
Locomotive Operator	\$34/hour
Utility	\$33/hour

EXHIBIT "B"

EGT, LLC - Longview, Washington Substance Abuse Policy

Policy

Drug and alcohol abuse has a detrimental effect on the user's physical, emotional, and mental well-being. In the workplace, drug and alcohol abuse poses a significant danger to the safety of everyone, not only the user. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (illegal drug) in the workplace, or reporting to work while under the influence of a controlled substance (illegal drug), or alcohol, is strictly prohibited. Accordingly, as part of the Company's goal of providing a safe, rewarding and productive work environment for its employees and maintaining high performance standards the Company has adopted the drug and alcohol screening test procedures described below.

Employees are encouraged to report unsafe or hazardous conditions caused by use or possession of drugs or alcohol to Management. Any such information reported to the Company will be used in an attempt to promote a safe work environment.

Prescribed and Over-The-Counter Drugs

This policy does not prohibit the use of a drug which is taken under the supervision of a licensed healthcare professional, provided:

1. The drug is prescribed or authorized by a licensed healthcare professional; and
2. The drug is used at the dosage recommended or prescribed.

Procedures

1. Employees to Be Tested

Any employee who, in the judgment of Management, shows reasonable cause to appear to be under the influence of drugs or alcohol while at work or whose job performance is being adversely affected by the possible abuse of drugs or alcohol will be required to submit to a drug and alcohol test.

Management will also require any employee directly involved in any accident resulting in property damage or personal injury requiring outside medical treatment or a fatality to submit to a drug and alcohol test. The term "directly involved" refers to those employees who are determined by the Company to have contributed to the on-the-job accident or who in the Company's judgment cannot be completely discounted as a contributing factor to the on-the-job accident. An injured employee who is deemed by the Company not to have contributed to an accident need not be tested.

2. Consent and Release Form, Drug and Alcohol Testing

Any employee who is to submit to a screening test must complete and sign a standard drug testing custody and control form prior to submitting to the test. This form must be completed by the employee each time a screening test is required. Any employee who refuses to sign the form shall be immediately removed from the LESB or the Winch Board, as applicable.

3. Testing

The drug screening test will be done by urine sampling and the alcohol screening by breathalyzer. A fully-licensed, government approved laboratory selected by the Company will conduct the actual screening tests. The laboratory will work directly with the physicians designated by the Company to collect samples and to supply them with all materials and instructions necessary to obtain samples.

An employee's urine collected for testing will be placed in a sealed specimen container. A portion will be used to conduct a drug screen test. A portion of the remainder of the specimen will be stored by the laboratory in a secured, refrigerated or frozen environment.

The portion of the remainder of the specimen will be tested for drugs only if (a) the first portion of the specimen tests positive by the drug screening test (immunoassay); (b) the employee, within 72 hours of receiving notice from the Company of the positive Gas Chromatography/Mass Spectrometry (GC/MS) test, requests that a portion of the remainder of the specimen be tested, and (c) the employee pays the cost of testing a portion of the remainder of the specimen in the event the second test is also positive. Testing of a portion of the remainder of the specimen will be performed by the laboratory which performed the testing of the initial portion of the specimen, or if requested by the employee, by another reputable, fully licensed and government approved laboratory. The results of the test of a portion of the remainder of the sample, if confirmed by GC/MS testing, will be binding on the Company and the employee tested.

An employee's alcohol test will be conducted in accordance with general accepted collection and laboratory procedures with a valid chain of custody form similar to that of the drug screening procedures.

4. Test Results

The drugs to be screened include, Amphetamines, Barbiturates, Cannabinoids (marijuana), Cocaine, Opiates, Phencyclidine (PCP), and related metabolites. Each urine sampling which initially tests positive (indicates drug use) will be retested using a Gas Chromatography/Mass Spectrometry (GC/MS) test. A urine drug screening

test will be deemed positive only after a GC/MS test has confirmed initial positive test results.

If a GC/MS confirmation drug test reveals that an employee has illegal drugs in his/her system at or above the specified threshold concentration levels, as established by the federal Department of Health and Human Services 53 Fed. Reg. 11979 (1988), as amended by 59 Fed. Reg. 29916 (1994) or subsequent amendment, then these test results will be automatically considered conclusive that the employee was "under the influence" of illegal drugs at the time of the test and shall be immediately removed from the LESB or the Winch Board, as applicable. Barbiturates are not included in their test procedures, *however*, the initial test level for barbiturates is 300-3,000 NG/ML and the confirmatory test level using the GC/MS method is 200 NG/ML.

If an alcohol test reveals a concentration of alcohol at or above the specified threshold of 0.02 percent the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy and shall be immediately removed from the LESB or the Winch Board, as applicable. However, an employee whose test reveals an alcohol content less than the specified threshold of 0.02 percent, may also be deemed "under the influence" if the employee is unsafe to work and shall be sent home for the remainder of his/her shift and such lost time shall be unpaid. If an employee is determined suitable for work, such employee will not suffer any loss of wages or benefits for this period.

5. Timing of Tests

Regarding post-accident testing, the urine and/or breath sample necessary for testing will be collected as soon as possible after the Company has notice of the accident, but no later than the end of the shift. Management will provide for transportation for the employee to the collection facility designated to perform the drug or alcohol test. Employees who do not submit to such a test when directed by the Company shall be immediately removed from the LESB or the Winch Board, as applicable.

6. Test Results - Confidentiality

Drug screening and alcohol test results will be kept strictly confidential, except as required by law. Test results will be given to the tested employee upon request.

Violations of the Policy

1. An employee's refusal to consent to a drug/alcohol test under any provision of this policy shall result in immediate removal from the LESB or the Winch Board, as applicable.
2. An employee found to be "under the influence" as described in this Policy will be immediately relieved from duty and shall be immediately removed from the LESB or the Winch Board, as applicable.

3. Any employee found possessing, selling, or purchasing any illegal drug or alcohol on company property shall be immediately removed from the LESB or the Winch Board, as applicable.
4. Any employee who (1) attempts to foil or defeat a drug or alcohol screening test by the substitution or spiking of a sample, (2) adulterates synthetic or human substances with the intent to defraud a drug or alcohol screening test, or (3) sells, gives away, distributes, or possesses synthetic or human substances or other adulterants that are intended to be used to defraud a drug or alcohol screening test shall be immediately removed from the LESB or the Winch Board, as applicable.

Definitions for the Purpose of this Policy.

1. "Workplace" is defined as all places our employees are required to spend time at in the course of carrying out their work duties; this includes Company premises, including Company parking lots and Company vehicles, lockers, personal vehicles on Company premises, including the dock, ship, and barge..
2. "Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug or alcohol or tests positive for a drug or alcohol as described above. The symptoms of influence include, but are not limited to, those consistent with misbehavior, obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. The final determination of influence will be established by a professional opinion or a scientifically valid test.
3. "Illegal Drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and legal drugs being used in dosages in excess of that prescribed or not being used for prescribed purposes.
4. "Purpose of the Policy" is to protect against the detrimental effects that drug and alcohol abuse poses, not only to the user but to everyone in the workplace.
5. "Management" means the Facility Manager or any other supervisor or manager at the Facility.

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EXHIBIT "B"

EGT, LLC - Longview, Washington Substance Abuse Policy

Policy

Drug and alcohol abuse has a detrimental effect on the user's physical, emotional, and mental well-being. In the workplace, drug and alcohol abuse poses a significant danger to the safety of everyone, not only the user. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (illegal drug) in the workplace, or reporting to work while under the influence of a controlled substance (illegal drug), or alcohol, is strictly prohibited. Accordingly, as part of the Company's goal of providing a safe, rewarding and productive work environment for its employees and maintaining high performance standards the Company has adopted the drug and alcohol screening test procedures described below.

Employees are encouraged to report unsafe or hazardous conditions caused by use or possession of drugs or alcohol to Management. Any such information reported to the Company will be used in an attempt to promote a safe work environment.

Prescribed and Over-The-Counter Drugs

This policy does not prohibit the use of a drug which is taken under the supervision of a licensed healthcare professional, provided:

1. The drug is prescribed or authorized by a licensed healthcare professional; and
2. The drug is used at the dosage recommended or prescribed.

Procedures

1. Employees to Be Tested

Any employee who, in the judgment of Management, shows reasonable cause to appears to be under the influence of drugs or alcohol while at work or whose job performance is being adversely affected by the possible abuse of drugs or alcohol will be required to submit to a drug and alcohol test.

Management will also require any employee directly involved in any accident resulting in property damage or personal injury requiring outside medical treatment or a fatality to submit to a drug and alcohol test. The term "directly involved" refers to those employees who are determined by the Company to have contributed to the on-the-job accident or who in the Company's judgment cannot be completely discounted as a contributing factor to the on-the-job accident. An injured employee who is deemed by the Company not to have contributed to an accident need not be tested.

2. Consent and Release Form, Drug and Alcohol Testing

Any employee who is to submit to a screening test must complete and sign a standard drug testing custody and control form prior to submitting to the test. This form must be completed by the employee each time a screening test is required. Any employee who refuses to sign the form shall be immediately removed from the LESB or the Winch Board, as applicable.

3. Testing

The drug screening test will be done by urine sampling and the alcohol screening by breathalyzer (for the initial screening) and by the drawing of blood (for the confirmatory test). A fully-licensed, government approved laboratory selected by the Company will conduct the actual screening tests. The laboratory will work directly with the physicians designated by the Company to collect samples and to supply them with all materials and instructions necessary to obtain samples.

An employee's urine collected for testing will be placed in a sealed specimen container. A portion will be used to conduct a drug screen test. A portion of the remainder of the specimen will be stored by the laboratory in a secured, refrigerated or frozen environment.

The portion of the remainder of the specimen will be tested for drugs only if (a) the first portion of the specimen tests positive by the drug screening test (immunoassay); (b) the employee, within 72 hours of receiving notice from the Company of the positive Gas Chromatography/Mass Spectrometry (GC/MS) test, requests that a portion of the remainder of the specimen be tested, and (c) the employee pays the cost of testing a portion of the remainder of the specimen in the event the second test is also positive. Testing of a portion of the remainder of the specimen will be performed by the laboratory which performed the testing of the initial portion of the specimen, or if requested by the employee, by another reputable, fully licensed and government approved laboratory. The results of the test of a portion of the remainder of the sample, if confirmed by GC/MS testing, will be binding on the Company and the employee tested.

An employee's alcohol test will be conducted in accordance with general accepted collection and laboratory procedures with a valid chain of custody form similar to that of the drug screening procedures.

4. Test Results

The drugs to be screened include, Amphetamines, Barbiturates, Cannabinoids (marijuana), Cocaine, Opiates, Phencyclidine (PCP), and related metabolites. Each sampling which initially tests positive (indicates drug use) will be retested using a Gas Chromatography/Mass Spectrometry (GC/MS) test or in the case of alcohol

screening by a Gas Chromatography with flame ionization detector. A drug screening test will be deemed positive only after a GC/MS test has confirmed initial positive test results.

If a GC/MS confirmation drug test reveals that an employee has illegal drugs in his/her system at or above the specified threshold concentration levels, as established by the federal Department of Health and Human Services 53 Fed. Reg. 11979 (1988), as amended by 59 Fed. Reg. 29916 (1994) or subsequent amendment, then these test results will be automatically considered conclusive that the employee was "under the influence" of illegal drugs at the time of the test and shall be immediately removed from the LESB or the Winch Board, as applicable. Barbiturates are not included in their test procedures, *however*, the initial test level for barbiturates is 300-3,000 NG/ML and the confirmatory test level using the GC/MS method is 200 NG/ML.

If a confirming alcohol test reveals that there is a concentration of alcohol in the employee's blood stream, at or above the specified threshold of 0.02 percent (~~or as may be amended~~) the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy and shall be immediately removed from the LESB or the Winch Board, as applicable. However, an employee whose test reveals an alcohol content less than the specified threshold of 0.02 percent, may also be deemed "under the influence" if the employee is unsafe to work and able to work in a safe and efficient manner, as determined by a Medical Professional. ~~If an employee is determined unsuitable for work, such employee shall be sent home for the remainder of his/her shift and such lost time shall be unpaid. If an employee is determined suitable for work, such employee will not suffer any loss of wages or benefits for this period.~~

5. Timing of Tests

Regarding post-accident testing, the urine, breath, and/or blood sample necessary for testing will be collected as soon as possible after the Company has notice of the accident, but no later than the end of the shift. ~~32 hours after the Company has notice of the accident~~. Management will provide for transportation for the employee to the collection facility designated to perform the drug or alcohol test. ~~obtain the urine and/or blood sample~~. Employees who do not submit to such a test when directed by the Company shall be immediately removed from the LESB or the Winch Board, as applicable.

6. Test Results - Confidentiality

Drug screening and alcohol test results will be kept strictly confidential, except as required by law. Test results will be given to the tested employee upon request.

Violations of the Policy

1. An employee's refusal to consent to a drug/alcohol test under any provision of this policy shall result in immediate removal from the LESB or the Winch Board, as applicable.

2. An employee found to be "under the influence" as described in this Policy will be immediately relieved from duty and shall be immediately removed from the LESB or the Winch Board, as applicable.
3. Any employee found possessing, selling, or purchasing any illegal drug or alcohol on company property shall be immediately removed from the LESB or the Winch Board, as applicable.
4. Any employee who (1) attempts to foil or defeat a drug or alcohol screening test by the substitution or spiking of a sample, (2) adulterates synthetic or human substances with the intent to defraud a drug or alcohol screening test, or (3) sells, gives away, distributes, or possesses synthetic or human substances or other adulterants that are intended to be used to defraud a drug or alcohol screening test shall be immediately removed from the LESB or the Winch Board, as applicable.

Definitions for the Purpose of this Policy.

1. "Workplace" is defined as all places our employees are required to spend time at in the course of carrying out their work duties; this includes Company premises, including Company parking lots and Company vehicles, lockers, personal vehicles on Company premises, ~~including the dock, ship, and barge, and the premises of customers and other third parties.~~
2. "Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug or alcohol or tests positive for a drug or alcohol as described above. The symptoms of influence include, but are not limited to, those consistent with misbehavior, obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. The final determination of influence will be established by a professional opinion or a scientifically valid test.
3. "Illegal Drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and legal drugs being used in dosages in excess of that prescribed or not being used for prescribed purposes.
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