

Agreement

by and between

PREMIER GEAR AND MACHINE WORKS

And

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS,
WILLAMETTE LODGE NO. 63**

2020-2023

2020-2023
Machine Shop Agreement
IAM Local No. 63

PREMIER GEAR & MACHINE WORKS

This Agreement is between Premier Gear & Machine Works, hereinafter called the "Employer", and the International Association of Machinists and Aerospace Workers, Willamette Lodge No. 63, Portland, OR hereinafter called the "Union".

1. Recognition. The Employer recognizes the International Association of Machinists and Aerospace Workers and Lodge No. 63, its affiliate, as the sole collective bargaining agent for the hourly paid production and maintenance employees whose work is described, classified and set forth in this Agreement, excluding all other employees.

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

3. Duration of Agreement. This Agreement shall become effective at ratification, and shall remain in effect until December 31, 2023. Should either party desire to change, modify, or terminate the Agreement on December 31, 2023, or on any succeeding anniversary date, written notice must be given to the other party at least 60 days prior to December 31, 2023, or any succeeding anniversary date. If such notice is not given, the Agreement shall be automatically renewed for an additional period of one year.

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

Shop Stewards, who shall be designated to represent the Union when two or more members are employed, shall have at least one year's service with the Employer, and perform their duties as Stewards in such a way as to cause the least interference with their duties as employees. Employers recognize that it is desirable that the persons designated as Stewards shall remain on the job as long

as there is work available. In no event shall the Employer discriminate against Stewards or lay them off, or discharge them on account of the proper performance with their duties; and likewise no Stewards shall call or cause a work stoppage.

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

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

6. Reporting Pay. Employees who report for work at the time they are instructed by the Employer to report on any day, including Saturdays, Sundays, and holidays, shall receive not less than four hours' straight time pay. Any employee called back to work after leaving the Employer's premises shall be given not less than two hours' work, or two hours' pay, based on overtime rates.

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

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

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

First or Regular Daylight Shift: An 8-1/2 hour period less 30 minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to 8 times the regular hourly rate with no premium.

Second Shift: An 8 hour period less 30 minutes for meals on the employee's time. Pay for a full second shift period shall be a sum equivalent to 8 times the regular hourly day rate, plus 35¢ per

hour.

Third Shift: A 7-1/2 hour period less 30 minutes for meals on the employee's time. Pay for a full third shift period shall be a sum equivalent to 8 times the regular hourly day rate, plus 40¢ per hour.

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

If an employee works during the regularly scheduled lunch period, the employee shall receive double time therefore, but shall eat on the employee's own time.

8. Overtime. 1-1/2 times after 8 hours in one day; 2 times after 12 hours in one day; 1-1/2 times for first 8 hours on Saturday and 2 times thereafter; 2 times on Sundays and holidays. Crews assigned to jobs will continue to work such jobs when overtime is required.

9. Paid Holidays. (a) The following shall be recognized as paid holidays:

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Washington's Birthday
- Memorial Day
- July 4th
- Labor Day

(b) Qualifying Conditions: Each employee shall receive 8 times the regular straight time hourly day shift rate for the above holidays provided:

1. The employee has been in the employ of the Employer for 90 calendar days preceding the day on which the holiday is observed. Any holidays occurring during this period will be paid retroactive to their hiring date.
2. When a holiday falls on Saturday, the Employers have the option of specifying, by the Wednesday preceding the holiday, whether Friday shall be a regular workday or regarded as the paid holiday.

3. The employee worked a shift on the regularly scheduled workday prior to and the regularly scheduled workday following the holiday. An employee laid off on the eve of a holiday shall not lose holiday pay. Lost time excused by the Employer shall be considered shift time for the purpose of this section.

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

(c) Holiday on Sunday: If a holiday set forth above falls on a Sunday and is observed by the State or Nation on the Monday following, said holiday shall be paid for under the conditions contained in this section.

(d) Holiday during Vacation: If the holiday falls within the vacation period of an employee, the employee may (with the Employer's consent) work such additional day and be paid as set forth above for such holiday, provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation period.

(e) Work on Holiday: Employees who work on the holidays listed in paragraph (a) of this section shall be compensated at double their regular straight time hourly rate in addition to the holiday pay as outlined in paragraph (b) of this section. Any employee who does not qualify for holiday pay, but works on such holidays, shall receive double the employee's straight time hourly rate in accordance with the overtime provisions of this Agreement.

10. Paid Time Off (PTO). Employees will earn both "Planned Paid Time Off" (PPTO) and "Unplanned Paid Time Off" (UPTO). Employees will accrue a minimum of one hour of UPTO for every 30 hours of work up to the maximum number of annual days/hours listed below:

Length of Employee's Continuous Service	Number of UPTO Days	Number of UPTO Hours	Number of PPTO Days
Less than 1 year	5	40	0
1 but less than 7 years	5	40	5
7 but less than 15 years	5	40	10
15 but less than 25 years	5	40	15
25 years and thereafter	5	40	20

All PTO pay shall be based on the straight-time hourly day shift rate.

1700 hours worked in the PTO year shall constitute a year's service to qualify for a full PTO allowance, crediting 8 hours for the second and third full shift worked.

Employees become eligible to use UPTO following 90 calendar days of employment and will be paid at their current straight-time rate.

The employee will receive quarterly notification of their current UPTO balance.

At the employee's option, UPTO time may be used in increments of one hour or more for illness, medical appointments, the care of ill family members, or for any other purpose.

Employees may carry any amount of unused UPTO forward into the next year of employment, up to 40 hours but may only use 40 hours in any anniversary year.

For planned PTO, employees who have earned PPTO must take at a time mutually agreed upon by the Company and the employee. Employees must use PPTO time in their anniversary year. Employees may not carry any amount of PPTO time forward into the next year of employment, unless the employee has qualified for three or more weeks of PPTO.

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

An employee who leaves the company prior to qualifying for PPTO will not be paid for accrued UPTO time not used. An employee who leaves the company after qualifying for PPTO will be paid for accrued UPTO and PPTO time not used.

If an employee fails to qualify for a full accrued PTO allowance, it shall be based on the following:

30 days but less than 3 years	2%
3 years but less than 10 years	4%
10 years but less than 20 years	6%
20 years and thereafter	8%

Pro rata of PTO for an employee who qualifies will be based on hours worked in the year multiplied by the employee's straight-time hourly day shift rate (exclusive of shift premium) received by the employee at the time PTO is taken or payable.

11. Grievance Procedure. Any complaint among the employees concerning this agreement or its interpretation shall be handled only as follows:

Step 1. Any grievance shall be taken up by the employee, with or without the steward, with the foreman within 48 hours from the time the matter complained of arose or occurred.

Step 2. If no settlement is reached within 3 work days from the time the grievance arose, it shall be immediately considered by the business representative and a higher Company official.

Step 3. If no settlement is reached through Steps 1 and 2, within 7 work days of the time the grievance arose, the Grievance Board described below shall immediately meet to settle the grievance.

The Grievance Board shall consist of 6 members, 3 of whom shall be appointed by Willamette Lodge No. 63 and 3 by a representative from United Employers Association. None of the Board members shall be members of the Union or employees of the company involved or otherwise interested in the dispute. All matters coming before the Board shall be decided by a majority vote and any decision shall be final and binding on all parties.

Step 4. In the event the Grievance Board cannot settle the grievance within 7 work days, it shall select a neutral chairman. The decision of a majority of the Board including the chairman shall be final and binding on all parties.

Any departure from the procedure as outlined shall serve to automatically nullify, void, and cancel the grievance in question unless the time is extended by mutual agreement. However, if the Employer does not respond within 10 working days after receiving a grievance in writing, the grievance shall be considered settled in favor of the grievant. No grievance shall be processed beyond Step 1 without the consent and participation of the Union involved. Any complaint by an Employer concerning this Agreement shall be discussed directly with the union.

12. Cessation of Work. (a) During the term of this Agreement there shall be no authorized strike by the Union or lockout by the Employer, it being understood the Union and the Employer shall abide by the provisions of the Grievance Procedure.

(b) In the event a strike occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union, its officers or its agents, provided the Union shall, as soon as possible after notification by the Employer of such unauthorized action, post notice at the plant of the Employer that such action is unauthorized by the Union, and promptly take steps to return its members to work.

(c) The Employer may discharge any employee for taking part in an unauthorized strike.

(d) Notwithstanding any provision of this rule, it shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line established by any other Union representing employees in the plant of the Employer if such employees are engaged in a strike which is properly sanctioned.

13. Maximum Productivity. It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the company for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of

employee performance and efficiency consistent with safety, good health and sustained effort.

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

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

15. Leadmen. Leadmen who work with tools shall be practical mechanics of the trade which they supervise, and shall be subject to the provisions of Section 5. The compensation of leadmen shall be in accordance with the established practices of an individual employer, but in no case less than 15¢ per hour for leadmen over the minimum Journeyman rate.

16. Field Work and Travel. Hourly rates for field work shall be as set forth in Section 20, Wages.

Field work is defined to mean the repair of machinery at a place other than on the Employer's premises; provided, however, that within the city limits of Portland, if the Employer's plant be located within the City of Portland, or within a radius of 5 miles of the Employer's plant, where the duration of the job is 8 hours or less, and the other crafts on the job are not receiving the building trades or field rates, then the uptown shop rate shall apply.

If the job exceeds 16 hours, field rate shall apply on the total time. If the job is less than 16 hours duration, the first 8 hours shall be paid at shop rates.

Installation, construction, and erection of machinery at a place other than on the Employer's

premises shall be subject to the Construction Agreement of Willamette Lodge No. 63, International Association of Machinists.

Travel. Employees required by an Employer to travel shall be provided covered transportation, or their regular fares shall be paid both ways. When sent beyond the limits described in the paragraph above, such employees when applicable also receive first class board and lodging, and traveling time to and from the job not to exceed 8 hours in any one day of 24 hours computed from the starting time of the employee's regularly assigned shift. When required to work overtime or travel on overtime days or under overtime conditions, such employee shall receive the overtime rate.

17. Employee's Tools. Employer agrees to provide a standard insurance policy, or coverage, to protect members of I.A. of M., Lodge 63, against the loss of their tools while on the Employer's premises from fire and burglary. Employees agree to provide an inventory of their tools in duplicate showing appropriate or necessary data concerning the insured tools, such inventory to be used for insurance purposes only. Additional tools that may be purchased by the employee shall be added to the inventory and tools taken home shall be removed, at the time they are brought upon, or taken from, the Employer's premises.

In addition to the above, Employer also agrees to repair or replace tools damaged while being used in performing the work for the Employer, provided that supervision is notified of the damage prior to the expiration of the shift on which the damage is incurred, and provided further that the damage is not due to the employee's negligence.

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

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

(a) No employee shall be entitled to seniority rights until the employee has been employed 6 months whereupon seniority rights shall be retroactive to the hiring date.

(b) In case of increasing or decreasing forces the Company shall practice and apply the principle of seniority rights, by departments or by classifications of work, in every reasonable way with due regard to each employee's ability to do the work and each employee's performance and efficiency.

(c) Seniority shall be forfeited when an employee:

1. Quits, is discharged, or is terminated for just cause.

2. Is absent from work 3 working days without notifying the Employer of the reason for the absence. Leaves of absence may be granted by the Employer.
3. Fails to report for work within 5 consecutive days after being notified by letter from the Employer mailed to the last address on the Employer's records.
4. Fails to report on forms supplied by the Employer every 30 days while laid off.
5. Is laid off for more than 6 months, except that in the case of industrial accident an employee's rights shall continue for 18 months.

(d) The Employer shall provide the Union with a complete seniority list, plus prompt notice of new hires, rehires, and all terminations.

19. Jury Service. An employee having seniority as provided in Section 18, Seniority, and required to serve as a juror shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for work time lost. The basis of reimbursement shall be the difference between the straight time day shift hourly job classification rate, and jury pay (excluding travel allowance) provided, however, such Employer reimbursement shall not be applicable to any period of time during which the employee did not perform work for the Employer other than when prevented from doing so solely because of jury service. Such Employer reimbursement shall in no event be applicable for a period of more than eight hours in a standard work day, nor more than five days in a standard work week. If an employee is called for jury service, or serves and is relieved therefrom by the middle of the work shift, the employee shall be reimbursed by the Employer for work time lost (on the basis of the difference between the straight time day shift hourly job classification rate and jury pay, excluding travel allowance) provided the employee returns to the job immediately and promptly reports these facts to the Employer. If an employee works the regular shift in addition to performing jury duty, the employee shall not be paid by the Employer under the provisions of this Section. An employee shall not be required to work a shift following a full day at actual jury service.

20. Wages. (a) The classification of employees covered by this Agreement, and the minimum shift rates of hourly pay therefore, shall be as set forth below in this Section. The following rates constitute a computation of both shift premiums and time allowances provided for in Section 7 hereof. These wage scales shall be used in computing wages due employees, but shall not be used in computing overtime.

<u>Wages/Classifications</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Journeyman 1	\$29.67	\$30.56	\$31.48	\$32.42
Journeyman 2	\$26.50	\$27.30	\$28.12	\$28.96
Specialist	\$23.63	\$24.34	\$25.07	\$25.82
Helper	\$17.57	\$18.10	\$18.64	\$19.20
Clean-up	\$15.49	\$15.95	\$16.43	\$16.92
Fieldwork	\$31.97	\$32.93	\$33.92	\$34.94

(b) Machinist job descriptions shall be as set forth in Appendix A attached hereto. Payday shall be weekly, and before the end of the employee's shift. When a regular payday falls on a holiday, the day preceding the holiday shall be payday. A higher rate may be paid at the Employer's discretion.

(c) All new hires following contract ratification shall be paid a rate of 85% of their classification wage for their probationary period. Upon completion of the probationary period, they shall be paid 92.5% of their classification wages for the next six (6) months. Upon completion of one (1) year of service from their date of hire, their wages shall be their classification wages as outlined in the Agreement.

21. Pension. (a) During the contract term under the Western Metal Industry Pension Fund Rehabilitation Preferred Plan, the Employer will contribute the following:

	<u>Base Contribution</u>	<u>Rehabilitation Contribution</u>	<u>Total</u>
1/1/2020	\$1.95	\$2.50 (128%)	\$4.45
5/1/2020	\$1.95	\$2.81 (144%)	\$4.76
5/1/2021	\$1.95	\$3.16 (162%)	\$5.11
5/1/2022	\$1.95	\$3.16 (162%)	\$5.11
5/1/2023	\$1.95	\$3.16 (162%)	\$5.11

New hires must wait 6 months for contributions to the Pension Plan. Contributions will be immediate for anyone previously in the Western Metal Industry Pension Fund.

(b) Effective at ratification, the Employer agrees to recognize pre-tax wage deferral elections for the Machinists Retirement and Savings Plan made by employees covered by the collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 5th day of the following month to the bank or other depository designated by the Machinists Retirement and Savings Plan Administrator. The Employer agrees that the amount of any such contributions shall be subject to the limits described in the Internal Revenue Code. The Employer agrees to be bound by the terms of the Plan document and Trust Agreement governing the Machinists Retirement and Savings Plan and agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the Plan Administrator.

22. Health and Welfare and Dental. The Employer agrees to contribute \$935.00 per month for each eligible employee for the purpose of providing Health and Welfare and Dental benefits for the employees covered by this agreement.

Effective January 1, 2020 and each year of the contract after, the Employer agrees to increase the monthly contribution listed above by the amount of the increase in the cost of the premiums for the N-ACX employee-only and Dental Plan, up to a maximum of \$35.00. Any increase in premium above the specified amount will be paid by the employee through payroll deduction.

The Health and Welfare Plan shall be the UMTA Plans (N-ACX, N-AC, N-AC-10, N-A2C, Kaiser, or any other option offered by the UMTA). The Dental Plan shall be the Northwest IAM Benefit Trust, Plan 125.

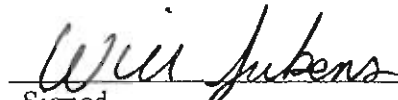
23. 125 Plan. The Company agrees to offer employees a 125 Plan.

24. Equal Opportunity. The Employer and the Union agree to not discriminate against any employee or job applicant because of race, citizenship, ancestry, gender, sexual orientation, age, religion, national origin, physical or mental disability, marital status, military or veteran status, political affiliation, genetic information, or any other factor protected by State or Federal law.

Premier Gear & Machine Works

International Association of Machinists and
Aerospace Workers
District Lodge No. W24
Willamette Lodge No. 63


Signed


Signed

2-10-20
Dated

2-10-2020
Dated

Prepared by:
United Employers Association

APPENDIX A

JOB DESCRIPTIONS AND CLASSIFICATIONS

CURRENT EMPLOYEES

Journeyman Machinist

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

Specialist

Sets up without assistance and operates any of the following:

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

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

Machinist Helper

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

Cleanup

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

NEW EMPLOYEES

New Journeymen

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

Production Worker

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

Electronic Technician

Electricians while installing, removing, servicing or repairing electronic equipment shall be paid the Electronic Technician rate.

Fork Truck Driver

Any employee hired as a Fork Truck Driver shall be paid not less than the Specialist rate.