

**LABOR AGREEMENT
BETWEEN
CEDAR GROVE COMPOSTING, INC.
&
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 46**

Effective December 1, 2017 through May 31, 2021

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CEDAR GROVE COMPOSTING, INC.
&
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL UNION NO. 46**

Effective December 1, 2017 through May, 31 2021

These articles constitute an agreement, the terms of which have been negotiated in good faith, between Cedar Grove Composting, Inc., hereinafter referred to as the Employer, and the International Brotherhood of Electrical Workers (IBEW) Local 46, hereinafter referred to as the Union. This Agreement reflects the mutual intent of the parties to facilitate the performance of electrical work in a critical operations environment.

Employees working under this Agreement perform electrical work, on Employer owned premises, including additions, alterations, repair, and renovation as directed or assigned by the Employer.

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to promote the relationship between the Employer and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

**ARTICLE 2
NON-DISCRIMINATION**

The Employer and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, veteran status, or physical, mental or sensory disability.

**ARTICLE 3
UNION RECOGNITION AND MEMBERSHIP**

3.1 Recognition: The Employer recognizes the Union as the exclusive bargaining representative of all employees whose job classifications are in the work units listed in this Agreement.

3.2 Dues and Fees

3.2.1 All present employees who are members of the Union as of the date of the execution of this Agreement shall remain members during the life of this Agreement as a condition of continued employment. All employees hired hereafter, to perform bargaining unit work, shall become members of the Union within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment.

3.2.2 The Employer shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Employer's designated representative from the Union. Prior to sending a written request for termination to the Employer the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Employer's designated representative.

3.3 Payroll Deduction: Upon receipt of written authorization individually signed by an employee, the Employer will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.

3.4 Indemnification: The Union will indemnify and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1 General: The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

4.2 Rights Enumerated: Unless modified by this Agreement, the Employer shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; hire, promote, train, transfer, assign, layoff, and discipline and discharge employees for just cause; direct and assign the work; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; and the right to take whatever actions are necessary in order to assure the proper functioning of the company.

ARTICLE 5
CLASSIFICATIONS AND RATES OF PAY

5.1 Classifications: Electrical work under this Agreement shall be performed by the following classifications: Journeyman, Foreman, and General Foreman.

5.2 Rates of Pay: The following rates of pay shall apply:

<u>Journeyman</u>	\$50.09
<u>Foreman</u>	10% above Journeyman
<u>General Foreman</u>	20% above Journeyman

*Current employee (William Pederson) shall be paid at the Foreman rate. The scheduled increases as outlined in Section 5.3 shall apply.

5.3 Scheduled Increases

Effective July 1, 2018*	WAGE OPENER
Effective July 1, 2019*	WAGE OPENER
Effective July 1, 2020*	WAGE OPENER

*The allocation of this increase will be determined by the Union.

ARTICLE 6
H1.OURS OF WORK

6.1 Standard Five-Eight (5x8) Work Schedule: The standard workweek shall be five consecutive days Monday through Friday on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period. The regular start time shall be 5:00AM.

6.2 Optional Four-Ten (4x10) Work Schedule: The Employer, with the agreement of the employee, may schedule workweeks that consist of four (4) consecutive workdays of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for three days off which will be consecutive days.

ARTICLE 7
OVERTIME AND PREMIUMS

7.1 Overtime

7.1.1 Standard 5x8: All work performed outside of the regularly scheduled working hours shall be considered overtime. During the regular workweek, the first two (2) hours of overtime worked shall be at one and one-half (1½) times the regular shift rate. During the first eight (8) hours of work on Saturday the overtime rate shall be one and one-half (1½) times the regular shift rate. All other work performed outside of the regularly scheduled working hours shall be paid at double the day shift rate. When Employees are required to work more than three (3) hours of overtime beyond their established shift, the Employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. The paid meal period shall be scheduled by the Employer. The maximum overtime rate combination of premium and overtime pay shall be not more than double the straight time rate.

7.1.2 Optional 4x10: All work performed outside of the regularly scheduled working hours shall be considered overtime. During the regular workweek, all hours of overtime worked shall be at two (2) times the regular shift rate. During the first eight (8) hours of work on the first scheduled day off, the overtime rate shall be one and one-half (1½) times the regular shift rate. All other work performed outside of the regularly scheduled working hours shall be paid at double the day shift rate. When Employees are required to work more than three (3) hours of overtime beyond their established shift, the Employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. The paid meal period shall be scheduled by the Employer. The maximum overtime rate combination of premium and overtime pay shall be no more than double the straight time rate.

7.2 Overtime Authorization: All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. In emergency situations, authorization may be verbally communicated.

7.3 High Time: When working at heights over seventy-five (75) feet) on lift equipment or scaffolding, Electricians shall receive a premium of five percent (5%) per hour.

7.4 Callout Premium: A “callout” will be defined as a circumstance where an employee has left the work premises and is subsequently requested to report back to work prior to his/her normally scheduled shift. A minimum of four (4) hours at the double time (2x) rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the double time rate.

- 7.5 **Off-Duty Time:** There must be at least eight (8) hours of off-duty time for any worker who moves to a different shift or who works overtime before or after a shift. When workers are not given eight (8) hours off before starting work again, double the shift time rate shall apply to all hours worked.

ARTICLE 8 **HOLIDAYS**

- 8.1 **Designated Holidays:** The following eight (8) days shall be observed and recognized as paid holidays for employees: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day.
- 8.2 **Pay for Time Worked on Holidays:** Employees who perform work on any of the above holidays shall be paid the actual time worked at double the day shift rate.
- 8.3 **Other Holiday Observance Considerations:** Whenever any of the above holidays fall on a Saturday, the holiday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the Monday immediately following.
- 8.4 **Holiday Pay Rate and Qualifications:** Each regular employee shall receive eight (8) hours or ten (10) hours (if working a 4-10 workweek) holiday pay at his/her hourly shift rate of pay for the holidays designated in 8.1, provided: the regular employee worked the regularly scheduled workday prior to, and the first scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.
- 8.5 **Holidays and Vacations:** If a holiday falls within the vacation period of a regular employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation unless otherwise excused by management.

Holidays and vacations shall be administered separately and neither holiday nor vacation time shall be forfeited in the event that holidays and vacations are scheduled during the same period.

- 8.6 **Health & Welfare and Pension Contributions:** No Health & Welfare and Pension contributions shall be made for holiday (non working) hours.

ARTICLE 9
VACATIONS

9.1 Employees shall be required to provide Employer/Management with at least one week's advance notice in regard to scheduling the vacation time, except in emergencies.

9.2 Vacation Rates of Accrual

9.2.1 Five Days Vacation: Effective July 1, 2005, employees shall begin to accrue paid vacation leave at the rate of .0192 per compensated straight-time hour (.0192 x 2080 annual hours = 39.99 hours). Employees shall be eligible to use accrued vacation leave upon completion of twelve (12) months employment.

9.2.2 Ten Days Vacation: Effective on the date of the first workday following one (1) year of employment, employees shall begin to accrue paid vacation leave at the rate of .0384 per compensated straight-time hour (.0384 x 2080 annual hours = 79.8 hours).

9.2.3 Fifteen Days Vacation: Effective on the date of the first workday following one (1) year of employment, employees shall begin to accrue paid vacation leave at the rate of .0576 per compensated straight-time hour (.0576 x 2080 annual hours = 119.8 hours).

9.2.4 Unused Vacation: All unused vacation for current employee, William Pederson, will be paid out on the employee's anniversary date. Effective December 1, 2013, all vacation accrued for current employee, William Pederson, will be paid out upon termination of employment.

ARTICLE 10
LEAVE OF ABSENCE

10.1 General: The Employer shall comply with the Family Medical Leave Act and State Family Care Act.

10.2 Failure to Return to Work: Failure to return to work from an approved Medical or Family leave of absence by the expiration date of the leave of absence may be cause for termination of employment at the employer's discretion.

10.3 Bereavement Leave: Any employee who suffers a death in the employee's immediate family shall be allowed up to three (3) working days off and shall be compensated eight (8) hours pay for each day's absence at the employee's straight-time rate as a result of the employee's absence. Immediate family shall be defined as: Spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or step-children.

ARTICLE 11
SICK LEAVE

- 11.1 Sick Leave Rates of Accrual:** Effective January 1st, 2018 employees shall accrue paid sick leave at the rate of 1 hour for every 40 hours worked. The Company's accrual period shall be a standard calendar year of January 1 through December 31.
- 11.2 Sick Leave Usage:** Accrued sick leave may be used beginning the 90th calendar day after the start of the employment in minimum increments of 15 minutes. Accrued sick leave may be used for the following reasons:
- For employees to care for themselves or a family member, as defined in RCW 49.46.210(2).
 - When the employee or a family member is the victim of sexual assault, domestic violence, or stalking.
 - In the event our business or the employee's child's school or place of care is closed by a public official for any health-related reason.

A doctor's note may be required to verify absences of three or more consecutive work days.

- 11.3 Unused Sick Leave:** Only unused, accrued sick leave of 40 hours or less will be carried over to the following year. Any additional unused, accrued sick leave at the end of the year will be forfeited. Upon termination of employment, there shall be no reimbursement for unused accrued sick leave. If employee is rehired within 12 months of separation, any unused, accrued sick leave will be reinstated and prior employment will count towards eligibility for sick leave usage.
- 11.4** The parties to this agreement hereby expressly waive the provisions of the City of Seattle Sick/Safe Leave Ordinance #123698 requiring paid sick leave. The parties will collaborate to prevent any further provisions from being adopted by political entities within the jurisdiction of this agreement.

ARTICLE 12
BENEFITS

- 12.1 Puget Sound Electrical Workers Pension Trust:** The Employer agrees to contribute the following amounts for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trustee pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

Effective December 1, 2017 \$6.18 per hour

12.2 National Electrical Benefit Fund: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the Employer will forward monthly three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employee in this bargaining unit and a complete payroll report prescribed by the NEBF.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. If the Employer fails to remit as provided above, it will additionally be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing upon being served by the Union, provided the Employer fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

The failure of the Employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the Labor Agreement.

12.3 Puget Sound Electrical Workers 401(K) Savings Plan: The Employer shall contribute the following amounts, per hour worked, for all Employees working under the several job classifications described by this Agreement to the defined contribution plan of the Puget Sound Electrical Workers 401 (K) Savings Plan. The contribution amounts are:

Effective December 1, 2017:	\$2.00 per hour
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12.4 401K Deferral Contributions: In addition to the amounts set forth above, the Employer agrees to contribute such sums, as may be elected to be paid by Employees working under the several job classifications described by this Agreement, to the 401(K) Savings Plan of the Puget Sound Electrical Workers 401(K) Savings Plan. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage.

Eligible Employees who work under the several job classifications described by this Agreement and who elect to make contributions:

- 1) Are permitted to make such election only once each calendar year as established by the Trust Fund;

- 2) Shall sign the appropriate authorization form provided by the Union and given to the Employer;
- 3) May elect up to the maximum amount of contribution established for the job classification in which the Employee is currently working, or a lesser amount, and;
- 4) Agree to comply with all other rules and regulations required by the Trust Fund for participation.

12.5 Payment Due Date: Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

12.6 Trust Terms: The Employer agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors. The failure of the Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this labor Agreement.

12.7 Paid Unworked Hours: Fringe benefit contributions shall not be made on holiday hours paid but not worked. However, contributions shall be made on holiday hours worked.

ARTICLE 13 **MEDICAL, DENTAL AND LIFE PLAN**

The Employer agrees to contribute the following for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Health and Welfare Trust Fund, a jointly trustee welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

Current contribution rate: \$6.00 per hour worked

Effective December 1, 2017: \$6.35 per hour worked

* The parties recognize and agree that this amount reflects the minimum funding level required to maintain benefits in a cyclical environment such as the electrical construction industry. It is further agreed that the nature of the Employer's operation does not necessarily reflect that of the electrical construction industry. Therefore, upon written request by either party, the parties will reevaluate the amount of contribution necessary to adequately fund the Healthcare of bargaining unit employees.

Payment shall be due on the fifteenth (15th) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

The Employer agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Health and Welfare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

The failure of the Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Health and Welfare Trust Fund shall also constitute a breach of this Labor Agreement.

ARTICLE 14 **HIRING**

The Employer shall have full access to the Union's hiring hall. Referrals to the employer will be consistent with the policies of the IBEW Local 46 Wireman Referral. The employer may interview any dispatched employee to determine necessary skills required to perform the tasks of the job for which they have been referred. The employer reserves the right to subcontract bargaining unit work to an outside electrical contractor as long as said firm is signatory to an IBEW Local 46 Collective Bargaining Agreement covering the work to be performed.

ARTICLE 15 **MISCELLANEOUS**

- 15.1 Shop Stewards:** The Union reserves the right to appoint a Shop Steward. Shop Stewards may conduct representational responsibilities including, but not limited to, attending grievance and Weingarten meetings during his/her regular scheduled shift, if excused from work by the employee's manager/designee. Employer/Management must approve use of Employer facilities for Union business in advance and employee attendance will be on unpaid time.
- 15.2 Safety:** The Employer, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15.3 Journeyman Tool Requirements: The tools journey workers shall provide and carry in their tool box or tool pouch shall be as follows:

<u>Center Punch</u>	<u>Level (small)</u>
<u>Cold Chisel</u>	<u>Pencil</u>
<u>Channel Locks</u>	<u>Pliers</u>
<u>Crescent Wrench (not over 10")</u>	<u>Plumbob</u>
<u>Current NEC Code Book</u>	<u>Screw Driver (not over 8" blade)</u>
<u>Flashlight</u>	<u>Set of Allen Wrenches (not over 3/8")</u>
<u>Hacksaw Frame</u>	<u>Tape Measure</u>
<u>Hammer</u>	<u>Tap Wrench 1/4"</u>
<u>Keyhole Saw Frame</u>	<u>Test Lamp, or Wigger</u>
<u>Knife</u>	<u>Wood Chisel</u>

ARTICLE 16
GRIEVANCE PROCEDURE

Disputes between employees and management arising during the term of this Agreement shall be referred to a Business Representative of the Union and to the Employer within the timelines established below. A grievance not brought within the time limit prescribed in Step 1, shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

Step 1: Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from date of filing. In the event settlement is not reached, the grievance shall proceed to Step 2.

Step 2: If a settlement is not reached in the manner above described, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the committee, one from the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However by mutual consent, the parties may extend the meeting deadline.

Step 3: In the event the grievance is not resolved in Step 2, Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days of the completion of Step 2 and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the event they cannot reach a decision, the decision of the arbitrator shall be final and binding.

The losing party will bear the costs of both parties presenting grievances under this Agreement, including attorney's and Arbitrator's fees.

ARTICLE 17 **WORK STOPPAGES AND EMPLOYER PROTECTION**

- 17.1 Work Stoppages:** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.
- 17.2 Discipline:** Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee. Disciplinary action taken shall be at the sole discretion of the employer and in no way deemed precedent setting.

ARTICLE 18 **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 portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 19 **DURATION**

- 19.1 Duration:** This Agreement will be effective December 1, 2017 through May 31, 2021. It shall continue in effect from year to year thereafter, from December 1, 2017 through May 31, 2021 of each year unless changed or terminated in the way provided herein.

19.2 Modification and Termination Clause: Contract negotiations for the succeeding contract or termination may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

Signed for,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46

CEDAR GROVE COMPOSTING, INC.

Bud Allbery

Bud Allbery, Business Manager
and Financial Secretary

1-16-2018

Date

Clue Westmoreland

Clue Westmoreland
Executive Vice-President

1/2/18

Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

April 18, 2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International party to this agreement

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