

AGREEMENT BETWEEN
UNITED GRAIN CORPORATION

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 48

January 1, 2024– December 31, 2026

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AGREEMENT BETWEEN
UNITED GRAIN CORPORATION
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 48

January 1, 2024, through December 31, 2026

This Agreement, by and between United Grain Corporation hereinafter referred to as “Company” for its Vancouver, Washington operation, and the International Brotherhood of Electrical Workers, Local Union No. 48, AFL-CIO, hereinafter referred to as “Union.”

ARTICLE 1 – COVERAGE

- 1.1 During the life of the Agreement, the Employer agrees the Union shall be the sole collective bargaining agency for all Journeyman Maintenance Electricians and Industrial Electronic Specialists at the Vancouver, Washington operation excluding office and clerical employees, guards, supervisors and professional employees as defined in the Labor Management Relations Act of 1947 as amended.
- 1.2 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

ARTICLE 2 – DURATION, CHANGES, RENEWALS

- 2.1 This Agreement shall take effect January 1, 2024 and shall remain in effect through December 31, 2026. It shall continue in effect from year to year thereafter from January 1st, through December 31st of each year unless changed or terminated in the manner later provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to December 31, 2026 or to December 31st of any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.
- 2.3 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment must be reduced in writing, stating the effective date of such amendment, be executed by the parties in the same manner as this Agreement, and must be approved by the International Office of the Union.
- 2.4 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

ARTICLE 3 – GRIEVANCE PROCEDURE

- 3.1 Disputes between the employee and management shall be taken up by the Shop Steward and/or the aggrieved employee with his or her immediate supervisor and management within five (5) working days of its occurrence. If the grievance is not resolved within five (5) working days of its submission to management it must, in order to be pursued, be reduced to writing and submitted to management two (2) working days following said five (5) day period. Management shall give a written answer to the employee/Union within two (2) working days after receipt of the written grievance.
- 3.2 If the employee/Union is dissatisfied with the written answer, the Union shall be entitled to refer the grievance to the Business Manager of the Union, who must request a meeting with Management within three (3) working days after receipt by the employee/Union of the written answer provided for in Section 3.1. Management shall schedule a meeting with the Business Manager within three (3) working days from receipt of the request for a meeting and shall give its report within three (3) working days after such meeting is held; provided, however, that in the event that management cannot schedule such meeting within the time limits of this paragraph due to absence of the owner from the business or similar reason, the time for such meeting shall run from his or her return or availability or a time limit mutually agreed upon between the Union and management.
- 3.3 If management's answer as provided for in Section 3.2 is unsatisfactory to the Union, the Union shall have the right to submit it to arbitration by notification to management of his or her desire to do so within five (5) working days from receipt by the Business Manager of management's report as provided for in Section 3.2. In the event a grievance is submitted to arbitration, management and the Business Manager or their representatives shall select an impartial arbitrator from a list of arbitrators secured from the Federal Mediation and Conciliation Service ("FMCS"), or from such other source as they may mutually decide. The arbitrator's decision shall be binding on all parties. Each party shall bear the expense of presenting its own case, the cost of the impartial arbitrator, and any other expenses mutually agreed to in advance. The arbitrator shall not arbitrate the provisions of a new agreement nor shall he or she have power to change, modify, subtract from or add to any of the provisions of this Agreement.
- 3.4 The Union may appoint a Shop Steward by written notification to the Company. The duties of a Shop Steward include but are not limited to: enforcing the Agreement pursuant to the provisions described in this Article, investigating grievances, and acting as a bargaining unit representative in disciplinary investigation meetings. The Shop Steward shall be the point of contact for the Company regarding interpretation of this Agreement and/or potential changes in conditions, at which point the Shop Steward will work in cooperation with the Business Representative and Employer to determine what action may be necessary. The Shop Steward shall not perform any of the duties described above during the Shop Steward's regular working hours, which do not include rest breaks and meal periods, without advanced and express permission from Management, which

shall not be unreasonably withheld. The Union will bear the cost of the Shop Steward's wages per the Union's policies for approved Union business, including but not limited to negotiations. The Shop Steward shall not be discriminated against for faithfully performing their duties as a Shop Steward and/or for other activities performed on behalf of the Union. The Employer and the Union shall have all privileges afforded under the law in accordance with this labor agreement including, but not limited to, Article 12 and the Management Rights provision of this Agreement.

ARTICLE 4 – SENIORITY

- 4.1 Seniority as used herein is designated as the right accruing to employees through length of service which entitles them to certain preferences provided for in this Agreement.
- 4.2 Seniority shall be based upon total uninterrupted employment in the bargaining unit covered by this Agreement.
- 4.3 In determining seniority, no deductions shall be made for any time loss because of illness, accident or layoff while such layoff does not exceed six (6) months. Any employee resigning or being discharged for cause shall immediately forfeit all seniority previously accrued.
- 4.4 Newly hired employees shall be considered probationary for a period of one (1) calendar month. Probationary employees are not covered by any fringe benefits as outlined in this agreement, including health or other related benefits, or holiday pay. However, upon completion of the probationary period, vacation pay shall accumulate retroactively.

ARTICLE 5 – VACATIONS

- 5.1 The Employer will grant vacations with pay to all employees coming under the terms of this Agreement in accordance with the following provisions: Employees shall accumulate vacation per the following schedule:

1 st partial calendar year	3 1/3 hours per month + 1 hour of sick time per 40 hours worked
1 st calendar year of employment	40 hours per year + 1 hour of sick time per 40 hours worked
2 nd – 5 th calendar years of employment	80 hours per year + 1 hour of sick time per 40 hours worked
6 th – 15 th calendar years of employment	120 hours per year + 1 hour of sick time per 40 hours worked
16 th calendar year of employment and thereafter	160 hours per year + 1 hour of sick time per 40 hours worked

- 5.2 Employees will have their prior year service credited from the above vacation schedule to their accounts on January 1 of the current calendar year. New employment for the first calendar year shall be credited on January 15th based on the prior year service (e.g.; a new

employee who has worked three (3) months of the first year (October, November and December) will have ten (10) hours vacation pay credited on January 1st).

- 5.3 If employees are terminated for any reason, they shall receive prorated vacation pay proportional to the time worked for the current calendar year. When one of the stated holidays in Article 6 falls within an employee's vacation time, the employee shall receive an additional day's vacation or an additional day's pay in lieu thereof.
- 5.4 Vacations are intended as such, and employees entitled to vacations must take same and shall not work at the trade during such vacation period.
- 5.5 The vacation pay shall be computed on the employee's hourly rate of pay at which the employee is working at the time he or she takes his or her vacation. Employees are allowed to carry over a maximum of two hundred forty (240) hours of vacation at the end of the calendar year. Any other vacation not used shall be forfeited.

ARTICLE 6 – HOLIDAYS

- 6.1 New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the employee's birthday and President's Day as observed by the Federal Government, shall be guaranteed holidays and paid for at the regular rate of eight (8) hours. Any work performed on these days shall be paid for at the rate of double time in addition to holiday pay. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.

ARTICLE 7 – WORK WEEK - OVERTIME

- 7.1 (a) Eight (8) hours shall constitute a standard work day. Five (5) days, Monday through Saturday, shall constitute a standard work week. Standard work day shall be from 7:00 am to 3:30 pm with a half (1/2) hour lunch. Start times can be adjusted plus or minus two (2) hours when the Employer's operational needs require such an adjustment, or when the employee agrees to the change. When a shift of more than ten (10) hours is worked, there will be two (2) half (1/2) hour meal periods.
- (b) Not foregoing the Employer's rights under Sections 7.5 and 7.6, it is agreed the following schedule may be implemented with conditions that may depart from other conditions of this contract and apply when this schedule is worked:
 - Scheduled twelve (12) hour shifts – scheduled but not guaranteed, and subject to all other provisions of this Agreement, including but not limited to 7.1 (c) and 7.1 (d).
 - Five (5) days on, five (5) days off

- The current shift rotation is two (2) five (5) shift periods on days, followed by two (2) five (5) shift periods on nights. The Company and the Union will meet and discuss changes to the current rotation pattern before implementing a change.
 - Overtime will be paid over eight (8) hours in a day shift at the overtime rate of one and one half (1 ½) times the straight time hourly rate of pay Monday through Friday.
 - The first eight (8) hours worked on the night shift shall be paid at the swing shift differential rate specified in Section 7.4. Overtime will be paid over eight (8) hours in a night shift at the overtime rate of one and one half (1 ½) times the straight time hourly rate Monday through Friday.
 - Hours worked on Saturday and Sunday will be paid at the overtime rate of one and one half (1 ½) times the straight time hourly rate of pay for the full shift.
 - Hours worked on holidays will be paid at the rate of double the straight time rate of pay.
- (c) When an employee, having already begun their shift, is sent home before the employee's scheduled shift is completed due to the Employer's operational needs, and the employee's hours actually worked are less than eight (8) hours, the employee will receive eight (8) hours of pay. The eight (8) hours of pay will be a combination of actual hours worked, paid at the appropriate shift rate, and hours scheduled but not worked, paid at the straight time shift rate. No additional compensation is required when the employee has worked a minimum of eight (8) compensable hours before being sent home. This Section will not apply if the employee chooses to leave early.
- (d) If an employee's shift is cancelled in its entirety due to the Employer's choosing ("closure"), the Employer will strive to offer a replacement shift under the following conditions:
1. The employee was available to work on the day of the closure;
 2. The closure occurred during a pay period in which the employee was scheduled for six (6) shifts or less; and
 3. The employee has not worked, or been offered an opportunity to work in writing, on a "scheduled" day off in the previous sixty (60) days.

Cancelled shifts on paid holidays and "stop work nights" will not count as a closure and will not trigger the obligation to offer a replacement shift. In determining whether or not an employee was scheduled for six (6) shifts or less in a pay period, additional shifts scheduled to cover for the absence of another bargaining unit

member during that pay period shall count.

If all conditions provided above are met, the Employer will strive to offer the affected employee an opportunity to work a replacement shift of eight (8) hours at the straight time hourly rate of pay (regardless of when the shift is worked). Note: The Employer should schedule the replacement shift on a day that the obligation to only pay eight (8) hours at the straight time hourly rate will not be in violation of the legal requirement to pay overtime after forty (40) hours in a work week. This Section is not intended to create a waiver of that obligation.

The replacement shift should occur as close as possible to the cancelled shift, depending on the Employer's operational needs. The employee is not required to accept the replacement shift. If the employee is unable or unwilling to work the replacement shift, the employee may choose to utilize a vacation day to compensate for the loss of the cancelled shift if the employee has vacation time available.

- (e) If an employee's shift is cancelled prior to the employee starting his or her shift due to the Employer's operational needs, and the employee is not notified by the Employer of the cancellation at least two (2) hours prior to the start of the employee's shift, the employee shall receive two (2) hours of pay at the rate of double the straight time rate. Notification can be via text or phone call/voicemail. In light of the possibility of a dispute concerning the timeliness of the Employer's notification, and the potentially short time that call records and texts may be kept, the employee shall only be allowed to claim a lack of timely notification within the first twenty-four (24) hour period following the start of the cancelled shift.

7.2 All work in excess of eight (8) hours on a regular workday or forty (40) straight time hours in a work week shall be considered as overtime and paid at the overtime rate of double time the straight time hourly rate of pay. All work performed on Sunday shall be paid at the rate of double the straight time hourly rate of pay. Exceptions apply to 7.1(b).

7.3 (a) When shifts are worked the employees shall be assigned to a specific shift and work that shift on a regular basis (rotating between day and night shift is considered being assigned to a specific shift). It is further understood any work outside of that regularly assigned shift schedule will be paid for at the applicable rates as outlined in Section 7.4.

- (b) When an employee is called in by the Employer outside of their scheduled shift to address an emergency situation as determined by the Employer, the employee is guaranteed a minimum of two (2) hours of compensation at the rate of double the straight time hourly rate of pay, after which the employee is compensated the appropriate shift rate for all hours worked after the first two (2) hours. This Section does not apply to additional time scheduled for employees to work on projects, or to cover another employee's absence. Compensation begins at the time the employee arrives on site, and ends when the employee has addressed the emergency reason for the call-in and leaves the job site.

- (c) When an employee is not scheduled to work, but is scheduled by the Employer to be on-call and available to work, the employee is guaranteed a flat rate compensation of one hundred fifty dollars (\$150.00) per shift, if the employee is not called in to work. If the employee is called in, compensation will then be in accordance with Section 7.3(b).

7.4 The day shift shall receive regular straight time wages for day work (7:00 am to 3:30 pm). When a swing shift is worked (3:00 pm to 11:30 pm) employees shall receive 1.20 times the straight time hourly rate of pay, converted to a flat rate based on the negotiated wage rate for 2018 per hours worked. When a graveyard shift is worked (11:00 pm until 7:30 am) they shall receive 1.35 times the straight time hourly rate, converted to a flat rate based on the negotiated wage rate for the terms of Section 8.1. Start times for day, swing and graveyard shifts may be altered by plus or minus two (2) hours, as in 7.1(a). When twelve (12) hour shifts are worked, the first eight (8) hours worked on day shift will be paid at the straight time rate, Monday through Saturday, excluding holidays. Hours over eight (8) on the day shift will be paid at double the straight time rate. On the night shift, the first eight (8) hours worked will be paid at the straight time rate, Monday through Saturday, excluding holidays, plus the swing shift flat rate per hour. Hours worked on the night shift over eight (8) hours, will be paid at double the straight time rate. The rates established in 7.1(b) shall apply when that schedule is worked.

The flat rate established for shift differentials will be recalculated every year starting with January 1, to be 1.2 times for swing and 1.35 times for graveyard, provided that the increase in the flat rate amounts does not exceed the CPI-U West Region rate of increase for the previous year. The rate used will be the annual rate, calculated from November of the previous year to November of the current year, but the recalculation shall not apply until January 1 of the next year. (Example: \$7.08 flat rate, \$3.00 base wage increase, and a CPI-U West Region rate of 3.1% would equal $\$3.00 \times 0.20 = \0.60 vs $\$7.08 \times 0.031 = \0.22 . The adjusted flat rate in this example would be $\$7.30$ ($\$7.08 + \0.22 .)

7.5 Employees shall be regularly scheduled within the above established shifts. However, for purposes of flexibility the Company may alter the established shifts to accommodate needs provided the following is met:

1. When scheduled for hours outside of an established shift, the employees shall be paid the applicable rate as outlined in Article 7.4.

7.6 Notwithstanding any provisions of this Agreement to the contrary, upon no less than ten (10) calendar days' written notice to the Union and affected bargaining unit employees, the Company may revise the number of shifts and/or end times and revise the number of employees needed as business conditions require.

7.7 Premium or overtime payments for hours worked, including but not limited to overtime premium payments, and/or Sunday premium payments shall not be duplicated or pyramided for the same hours worked or paid for under any of the terms of this Agreement, and to the extent hours are compensated for at overtime or premium rates under one (1) provision of

this Agreement, they shall not be counted as hours worked under the same or any other provision of this Agreement.

ARTICLE 8 – WAGE RATES

8.1	<u>1/1/24</u>	
	Industrial Electronic Specialist	\$58.66
	Journeyman Maintenance Electrician	\$55.16

Wage increases will be effective January 1 of each year of this contract (2025 and 2026) and will be based on the CPI-U West Region annual rate of increased from November of the prior year to November of the current year. For example, the November 2023 CPI-U West Region 12-month published rate will be the wage increase for 2024, effective January 1, 2024. If the annual rate of increase is lower than 1%, the wage increase will be 1% for that year. If the annual rate of increase is higher than 5%, then the wage increase will be 5% for that year.

The effective rate for the Industrial Electronic Specialist (IES) will increase \$0.50 per year above the Journeyman Maintenance Electrical calculated increase. (The IES rate will be the current rate plus the increase to the Journeyman rate plus \$0.50 per year.)

- 8.2 Out of the annual raise the employees shall be able to allocate to “on the check” wages, Flexible Spending Account and/or the IBEW 9th District Retirement Fund. Such allocations shall be agreed upon by the bargaining unit prior to December 1st of each year. The Union shall notify the Company of the allocation of such funds in writing.

ARTICLE 9 – SAFETY

- 9.1 Safety Policy – The Employer will incorporate a safety policy as part of initial employment paperwork. This policy will include a copy of employee’s responsibilities and Employer’s responsibilities. The policy will be signed by all new and existing employees.
- 9.2 It is the Employer’s and employees’ mutual obligation to ensure understanding and compliance of safety policies and standards to ensure the safety of the employees and the compliance with these rules and standards.
- 9.3 The Employer shall make all reasonable provisions for the safety and health of its employee during the hours of their employment in compliance with Washington Industrial Safety and Health Agency regulations. Safety and the prevention of accidents is a mutual benefit and responsibility of both the Employer and the employee. Protective clothing and other devices shall be provided by the Employer in accordance with the current prevailing practice.
- 9.4 Employees working under this Collective Bargaining Agreement shall be required to acquire and maintain a current First Aid/CPR certification.

ARTICLE 10 – HEALTH – WELFARE AGREEMENT

- 10.1 The Employer shall pay one hundred percent (100%) of the cost of insurance obtained through the IBEW’s Harrison Health and Welfare Trust Plan. This plan includes dental and vision insurance. The employee may choose from any of the options available under this plan, as offered to IBEW Local 48 members. Total cost to the employer shall not exceed the new amount paid by the employer for non-bargaining unit family health, vision and dental coverage. Any excess amounts shall be deducted from the employee’s pay check under the provisions of the employer’s 125C Plan. An Employer and employee’s review of health care costs and a determination will take place each December prior to the beginning of the health care plan year. If costs change to invoke the above language, then the Employer will meet with the Union to discuss if the Union has options to keep the employees in the Trust Plan at rates below the threshold, before the Company invokes payroll deduction.
- 10.2 The Employer shall continue to provide the following benefits as outlined in the employee benefit book:
- Life/AD&D, Short Term Disability, Long Term Disability. These benefits shall be provided at no cost to the employee.
- 10.3 The Employer shall pay into the Harrison Electrical Workers Trust Fund individual Flexible Spending Accounts. As of January 1, 2024, the contribution rate will be One dollar and eighty-three cents (\$1.83) per hour for each hour worked by employees.
- 10.4 The employer will make payments to the Harrison Electrical Health Care Plan on or prior to the 20th of each month.

ARTICLE 11 – PENSION

- 11.1 United Grain Corporation, “the Employer,” shall make a pension contribution to the International Brotherhood of Electrical Workers District No. 9 Pension Plan, “the Pension Plan,” on behalf of each employee who performs work covered by the terms and conditions of this Collective Bargaining Agreement. The Employer shall contribute a dollar amount per compensable hour worked for each employee covered under the terms of this Agreement to the International Brotherhood of Electrical Workers 9th District Pension Plan Trust. As of January 1, 2024, the contribution rate will be Nine dollars (\$9.00).
- 11.2 The Employer shall pay in addition to the hourly contribution rate per employee, an annual fee directly to the Plan Administrator, as billed by the Plan Administrator, in accordance with the following schedule:
- 25 or less participants = \$50.00
- 11.3 The Employer shall submit a remittance report form to the Pension Plan each month showing the name, Social Security Number, and number of compensable hours for each employee who performed work covered by the terms and conditions of this Collective

Bargaining Agreement in the previous month. The remittance report form and a check for all required pension contributions will be delivered to the third party administrator for the Pension Plan by the 20th day of the month following the month in which the work was performed. For example, the remittance report form showing the names, Social Security Numbers, and numbers of compensable hours worked by employees in January 2024 and the check or the Pension Plan is due on or before February 20, 2024. If the 20th of the month falls on a Sunday, then the remittance report form and payment would be due on Monday the 21st.

- 11.4 The Employer understands and agrees that in the event the remittance report form and a check for all required pension contributions are not received by the third party administrator for the Pension Plan by the 20th day of the month following the month in which the work was performed, the Employer is subject to interest on the delinquent or late paid pension contributions at the rate of eight percent (8%) per annum from the due date until paid, liquidated damages in an amount equal to ten percent (10%) of the delinquent or late paid contributions or twenty-five dollars (\$25.00) whichever amount is greater, and attorneys' fees in accordance with the terms and conditions of the Restated Trust Agreement, as amended, that created the Pension Plan.
- 11.5 The Employer agrees to be bound by the terms of the Restated Trust Agreement that created the Pension Plan and all amendments thereto that exist as of January 1, 2008.
- 11.6 The Employer and the Union have committed to completing the necessary steps to allow the bargaining unit employees covered by this Agreement to be able to make contributions from their wages to the Cornell-Hart 401(k). If the Employer finds that the Union unintentionally represented the lack of costs associated with allowing the bargaining unit to make these contributions, or if there are any legal barriers, the Employer will be released from this obligation after a good faith discussion with the Union.

ARTICLE 12 – COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The parties of this Agreement shall comply with all state and federal employment laws and regulations.

ARTICLE 13 – NO STRIKE/NO LOCKOUT

- 13.1 It is recognized that the Company is engaged in a critical export operation, and it is agreed that the recognition of an obligation of continuous service during the term of this Agreement is imposed upon both the Company and the Union subject to the provisions described below.
- 13.2 The Union will not authorize a strike, work stoppage, or slowdown of any kind by employees covered by this Agreement, and the Company will not engage in a lockout during the term of this Agreement because of any proposed changes to this Agreement or of any dispute over matters during the term of this Agreement.

13.3 All questions, disputes or controversies arising under this Agreement shall be determined and settled exclusively by voluntary mediation or by arbitration under Section 3.1 as provided herein. In carrying out the intent of this Article, it is agreed that, given the mutual commitment of the parties to provide continuous service, there will be no slowdown, initiation of secondary boycott, sit down, boycott, interruption or curtailment of work by the union covered by this Agreement. Notwithstanding any of the provisions of this Agreement to the contrary, no provision of this Article or any of the other language in this Agreement shall be construed to prohibit an individual union from honoring a picket line established at the UGC Vancouver, Washington facility as a matter of individual conscience provided, the Employer may hire a replacement for any employee exercising his/her right of individual conscience if such employee refuses to report for work for three (3) or more consecutive days when work is available to such employee at the UGC Port of Vancouver, Washington facility.

ARTICLE 14 – SCOPE OF AGREEMENT

14.1 This Agreement shall cover all construction, demolition, installation, and maintenance assignments which have been historically and consistently performed by employees covered under this Agreement, and such work assignments will continue under this Agreement at the Port of Vancouver marine cargo handling facilities owned and operated by United Grain Corporation. The scope of work covered under this Agreement shall not apply to work that has customarily and consistently been performed by third party vendors and/or subcontractors. To the extent that new work is assigned to the bargaining unit covered by this Agreement, those bargaining unit members shall have the right to perform such work even if the work is claimed by another Labor organization.

ARTICLE 15 – SEPARABILITY CLAUSE

15.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.


ARTICLE 16 – MANAGEMENT RIGHTS

16.1 The Employer retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Employer. The rights of employees in the

bargaining unit are limited to those specifically set forth in this Agreement, or as specifically provided under local, state and/or federal law. The Employer retains all prerogatives, functions and rights not limited by a specific term of this Agreement. For this reason, it is jointly recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing work rules, which now exist or may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer.

- 16.2 Notwithstanding any provision of this Agreement to the contrary, no provision of the Agreement shall be interpreted or applied to limit the Company from taking any action necessary in order to react to emergency situations or acts of God that may arise during the terms of this Agreement. The term "emergency" includes but is not limited to the Company's obligations to meet its commitment to its customers or to take any action necessary to avoid potential harm to any person or to prevent damage to any equipment owned or operated by the Company and/or the Port of Vancouver. The provisions of this section shall not be used directly or indirectly as a means to permanently displace any bargaining unit employee. Any emergency situation or act of God which requires the Company to respond under the terms of this Section which lasts for more than twenty-four (24) hours will require the Company to notify the Union of such emergency or act of God, and the action taken by the Company in response. The Union retains the right to bargain with the Company if the emergency condition lasts longer than forty-eight (48) consecutive hours, and/or if the Union believes the Company's activities conducted under this Section are inconsistent with a specific provision of this labor agreement and/or the emergency conditions described above.


For the Company:
United Grain Corporation



John Todd
V.P. / Operations

2/29/24
Date

For the Union:
IBEW Local Union No. 48



Garth Bachman
Business Manager/
Financial Secretary

2/29/2024
Date

