GRAIN HANDLERS AGREEMENT

Dated as of

between

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION AND ITS LOCALS 4, 8, AND 19

and

Columbia Grain, Inc., LD Commodities Services, LLC, and United Grain Corporation, each individually

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TENTATIVE AGREEMENT

August 11, 2014, 11:45 pm

This document stands as part of a package that includes agreement on the following two items:

- Legal Disputes: Withdrawal, with prejudice, of all pending legal disputes arising from or related to the negotiation of this Agreement or to the labor dispute, before the NLRB and any state and/or federal court. Agreement that all legal claims, lawsuits, charges, etc., known or unknown, arising from or related to the negotiation of this Agreement or to the labor dispute are hereby waived by the Employers, the Union, and its members as part of the settlement of this Agreement.

- Egregious Picket Line Misconduct and/or sabotage: Each Employer and its ILWU Local Union will discuss and agree on how to address egregious picket line misconduct and/or sabotage.

I. SCOPE AND TERM OF AGREEMENT.

1-1 This Collective Bargaining Agreement ("CBA"), dated as of [date], is by and between the International Longshore and Warehouse Union and Locals 4, 8, and 19 on behalf of themselves and each of their members (hereinafter collectively called "the Union") and Columbia Grain, Inc., LD Commodities Services, LLC, and United Grain Corporation, each individually (hereinafter collectively called "the Employer"). This Agreement shall be jointly binding on the Union as to every individual Employer and on all signatory Employers as to the Union.
[Agreed]

1-2 The purpose of this Agreement is to govern the hiring, wages, hours and working conditions of members of the Union to work in export grain elevators of the Employer as grain handlers on the Pacific Ocean coasts of Oregon and Washington, Puget Sound, the Willamette River and lower Columbia River (downstream of Bonneville Dam). This Agreement covers only the operations of the Employer at the above sites and has no application to any other operations carried on by the signatory Employers at any other sites or locations.
[Agreed – 7/09/2014]

1-3 This Agreement shall become effective upon ratification by the parties and shall remain in effect until 12:00 midnight of May 31, 2018. Thereafter, this Agreement shall continue in effect, unless terminated in accordance with other provisions of this Agreement, from year-to-year unless either party gives notice to the other of a desire to modify or terminate this Agreement. Such notice shall be given at least 60 days prior to expiration of the Agreement.
[Agreed]

1-4 The management of the Employer's plants and the direction of the working forces is vested solely in the Employer; provided, however, that these functions will not be exercised in any manner contrary to other provisions of this Agreement. To aid in prompt settlement of grievances and to observe Agreement performance, it is agreed that Business Agents or Union Representatives shall have access to the properties of the Employer. In order that the Employer may cooperate with the Union in the settlement of disputes, the Union shall notify the Employer prior to entering any facility.

Except as specifically limited by specific provisions of this Agreement, the Employer shall have the exclusive right to take any and all action it deems necessary in the management of its business and the direction of its workforce, and such rights exclusively reserved for the Employer shall include, but not be limited to:

a) To expand, reduce, alter, or discontinue all or any part of its business operation; and

b) To direct the workforce and to make and enforce reasonable rules and regulations not in conflict with the provisions of this Agreement. Such rules and regulations shall be subject to the grievance procedure herein if such rule or regulation is grieved as to its reasonableness within five (5) days of delivery to the Union.

[Agreed]

1-5 ILWU Business. Employees shall not conduct Union business during hours of work, excluding lunch and break periods, unless by mutual agreement of management. Any time spent on Union business shall not be considered time worked or compensated by the Employer.
[Agreed]

Because the Employer's facility is not a public area, Union representatives may not access the Employer's facility without permission from the Employer. A Union representative may enter work areas to observe conditions of work, but must be accompanied by a member of management and may not disrupt work.
[Agreed]

II. DEFINITION OF GRAIN HANDLING WORK.

2-1 This Agreement applies to grain handling work which covers handling grain in bulk from points of ingress to points of egress from Employer's export grain elevators during such time as the grain is delivered to and is within the Employer's care, custody and control. Grain handler jobs are defined to include all grain handling work including all handling of grain and use of grain handling equipment in and about the Employer's terminal grain elevators and related premises, including the loading and unloading of rail cars, trucks, vessels and cleanup, which includes all handling of grain and grain handling equipment, loading and unloading cars, trucks, and vessels at the point where the carrier delivers grain to Employer's care, custody and control at the grain terminal, dock, elevator or warehouse, and includes any other occupation already covered by the Longshoremen's National Labor Relations Board Award governing grain handlers, excluding office clerical, guards, quality control, professional and supervisory personnel.
[Agreed]

2-2 All employees employed by the Employer, who work on grain barges on the Lower Columbia or Willamette Rivers or Puget Sound, loading or unloading grain, shall come within the provisions of this Agreement. Unloading and loading of barges shall be accomplished within the work force of the employees at the elevator.
[Agreed]

2-3 Supervisory personnel of the Employer may perform bargaining unit work where necessary due to emergencies or training, or when bargaining unit employees are unavailable or unwilling to work.
[Agreed – 7/09/2014]

2-4 The Employer has the responsibility for quality and quantity control to furnish and deliver grain of a quality and quantity to meet its contractual requirements and to conform to United States laws. Such quality and quantity control is excluded from the coverage of this Agreement and involves management personnel performing the functions, whether for receiving, export or in-house purposes, of (a) grading of grain and the drawing of samples for determining grade factors and grade qualities (including, without limitation, protein, foreign material,

dockage, heat damage, total damage, wheat of other classes, total defects, shrunken and broken, dark, hard and vitreous, moisture, odor, unknown foreign substances, and similar quality factors in accordance with the requirements of the United States Grain Standards Act and the Regulations issued thereunder); (b) using grading and sampling equipment ; and (c) interpreting quality and quantity data.
[Agreed – 8/02/2014]

2-5 The parties agree that notwithstanding anything in this Agreement, non-bargaining unit employees may perform console operator duties.
[Agreed]

2-6 The Employer shall have the right to subcontract emergency, environmental or hazardous clean up work after notifying the Union of its intentions. Such clean up work shall not include the following non-hazardous clean-up: grain or other commodities routinely moved through the facility, dust, screenings, chaff or other commodity by-products. The Employer also shall have the right to engage the services of an outside contractor if the proper equipment required to perform such work is not readily available on a reasonable cost basis. In such instances the outside contractor shall assist bargaining unit personnel in performing cleanup work.
[Agreed – 7/09/2014]

III. HOURS.

3-1 The Employer may schedule work as needed to meet production needs, providing such scheduling does not conflict with other sections of the Agreement. The basic, normal or regular workday and workweek consists of the first eight (8) hours of work, Monday through Friday, subject to the provisions of Section 6.
[Agreed] (Tentative Agreement, 11/16/13)

IV. 8-HOUR GUARANTEE/REPORTING PAY.

4-1 There shall be a guarantee of 8 hours of work to employees when ordered and turned to work. Accompanying the obligation placed upon the Employer to furnish 8 hours of work each shift is the obligation on the part of the employee to shift from one job to another when such work is ordered by the Employer. Exception: employees shall not shift from shipside to elevator. **[Agreed]**

a) Elevator employees may only be shifted to shipside work on the 1st and 2nd shifts when properly allocated and ordered shipside employees are not dispatched.

[Agreed]

4-2 The 8-hour guarantee of work must be provided within the starting and quitting times as provided in Section 6, excluding the meal period.
[Agreed]

4-3 In the event that the Employer cannot provide a full 8 hours of work, the time not worked shall be defined herein as dead time. Dead time on the day shift Monday through Friday shall be paid for at the straight time rate of pay.
[Agreed]

4-4 All other dead time-nights, weekends and holidays-shall be paid at the prevailing rate of pay.
[Agreed]

4-5 For employees ordered, reporting for work and not turned to, the 4-hour minimum shall apply, except where inability to turn to is a result of insufficient employees to start the operation.
[Agreed]

4-6 The inclement weather exception to the 8-hour guarantee shall be as follows:
[Agreed]

A. When employees are ordered to return to work after a midshift meal and cannot resume work because of inclement weather (such determination to be made by Employer), a second 4-hour minimum shall apply.
[Agreed]

B. Dead time resulting from inclement weather shall be paid for as provided in Section 4-3.
[Agreed]

4-7 Each Longshore local shall have the right to hold one regularly scheduled stop work meeting each month during overtime hours. Any other stop work meeting shall be by mutual agreement, or as approved by the Employer and the Union, and in any event, shall not occur more often than once a month. Any hours lost as a result of such meeting are deductible from contract minimums. Similarly, any hours lost as a result of short shifts resulting from union unilateral action or mutual agreement of the parties are also deductible. On a stop work meeting night, the second or third shift may be worked from 11:00 pm to 7:00 am at the prevailing shift differential.
[Agreed – 7/09/2014]

4-8 On stop work meeting nights, employees desiring to work during a stop work meeting will be allowed to do so; employees desiring to be excused to attend such meetings will be given a 5 p.m. stop. The minimum guarantee on such days shall be from the starting time, which for payroll purposes can be not later than 9 a.m. to such 5 p.m. stop.
[Agreed – 7/09/2014]

4-9 When employees are called in on an emergency, the 4-hour guarantee shall prevail. Only emergency work shall be accomplished within the 4-hour guarantee.
[Agreed]

4-10 When employees have been ordered and fail to report to work at all or on time, thus delaying the start of an operation, the time lost thereby until replacements have been provided or until the employee or crew has turned to shall be deducted from the guarantee.
[Agreed]

4-11 An employee who quits, becomes sick or injured, is discharged for cause, or who refuses to shift, shall be paid only for time worked, and his replacement, if deemed necessary by the Employer, shall be entitled to pay for time worked or to the 4-hour minimum, whichever is greater.
[Agreed]

V. MANEUVERABILITY AND FLEXIBILITY OF THE WORK FORCE.

5-1 The Employer shall have the right to exercise the maximum maneuverability and flexibility of the work force and shall have the right to assign employees to any type of work covered by this Agreement and to shift such employees from one type of work to any other type as the Employer sees fit, including during meal periods, in order to maintain operations without interruption.
[Agreed] (Tentative Agreement, 11/16/13)

VI. EXTENSIONS - INITIAL STARTS - MEAL PERIOD.

6-1 Extensions. The Employer may schedule work as needed to meet production needs. The parties agree that the normal shift is eight (8) hours. The Employer agrees that an effort shall be made to contain the shift to eight (8) hours. However, the parties agree that there may be circumstances when the Employer deems it necessary to extend the working time of a shift for all or a part of the workforce. The Union agrees to a shift extension of up to four (4) hours (excluding emergencies-see below) to perform any grain elevator activities, including ship loading. .
[Agreed] (Entire Section TA'd 10/22/2013)

(a) Employer will notify the employees through the general foreman of intent to extend the shift past normal quitting time no later than 3:00 p.m. on 1st shift, 1:00 a.m. on 2nd shift. The notification extends the shift guarantee accordingly to those employees affected.
[Agreed]

6-2 Emergencies. When an emergency occurs that would, or could disrupt the normal operation of an elevator the four (4) hour extended provision does not apply. At the option of the Employer, work to correct the emergency may continue beyond the four (4) hour extension period provided that no employee shall work more than six (6) hours without a meal.
[Agreed]

6-3 Starts. The normal starting time shall be 8:00 a.m. and 6:00 p.m. The Employer has the option of starting a shift between 7:00 a.m. and 9:00 a.m. on the day shift and 5:00 p.m. and 7:00 p.m. on the night shift in one-half hour increments for all or a portion of the crew. (Start times outside of the above time-frames may be mutually agreed upon, on an elevator-by-elevator

basis.) In those cases, the Employer will provide notice to the dispatch hall, as soon as reasonably possible, but no later than 6:00 a.m for day shift and 4:00 p.m. for night shift (for Puget Sound, no later than 4 pm the day before for day shift, and 2 pm for night shift.). The Employer also shall have the option of setting alternative start times for all or part of the employees for each shift, on a call-back basis. For call-backs, the Employer will provide notice of the change in start time for the next shift prior to the end of the employee's shift.
[Agreed]

6-4 Meal Period. There shall be one established meal period per shift of twelve (12) hours or less. The meal period shall commence no earlier than three (3) hours after the start of the shift. The Employer may designate the meal periods as less than one hour in length, by mutual agreement with the employees involved, in which case, the meal period will be paid..
[Agreed]

6-5 Meal Period Relief. The Employer has the right to shift employees during meal periods in order to maintain operations, but a meal period shall be provided to each employee. Meal periods may be staggered so as to provide for a continuous operation. If the Employer decides to have a meal period of less than one hour, it will notify employees no later than two (2) hours after the start of the shift. (By mutual agreement of the local parties, a continuous operation may be worked whereby meal and relief periods are liberalized and coordinated by the General Foreman. The employees shall be paid through the meal hour but should be entitled to an opportunity to eat.)
[Agreed]

6-6 No employees shall work more than six (6) hours without a meal.
[Agreed]

6-7 When working extended shifts the Dayside shall not extend beyond 7 PM (Exception: When no manpower is available on the second shift, the extension may extend to 8 PM.) nor shall the night side be extended beyond 7 AM. This limitation shall not apply to finishing a train when no crew is hired on an adjacent subsequent shift.
[Agreed]

6-8 Three (3) eight-hour shifts may be worked by mutual agreement on an elevator by-elevator basis. Appropriate shift rates shall apply.
[Agreed]

VII. WAGES.

7-1 The rates of pay for employees covered by this Agreement shall be in accordance with the Wage Schedule which is attached hereto and made a part hereof.
[Employers' 8/11/2014 proposal – see Wage Schedule]

7-2 Overtime work shall be paid as follows: (a) at 1.5 of the base wage rate for all hours over 8 hours on the day shift and on the night shift, Monday to Friday; (b) 1.5 of the base wage rate for all hours worked on Saturday, Sunday, and Holidays; and (c) 1.5 of the regular rate

of pay for all hours over 40 straight time hours in one week (the work week consisting of 40 hours commencing on Monday and ending on Sunday).
[Agreed]

7-3 Shift Premium. A shift premium of $10.50 per hour will be paid for each hour worked on second (night) shift or third shift Monday through Friday, excluding holidays.
[Agreed]

7-4 Payment for time worked shall be in quarter-hour increments.
[Agreed]

VIII. HOLIDAYS.

[Agreed]

8-1 The following shall be recognized as Paid Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Harry Bridges' Birthday, Labor Day, Caesar Chavez Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
[Agreed]

(a) Lincoln's Birthday, February 12, shall be recognized as a holiday, but shall not be a paid holiday.
[Agreed]

8-2 The Employer shall determine whether or not to work on any paid holidays, as referred to in 8-1. There shall be no discrimination against an employee for refusal to work on a paid holiday.
[Agreed]

8-3 Holiday observance and work schedule. The observance of holidays and the work schedule on the holidays listed in Section 8-1 and 8-l(a) shall be as follows:
[Agreed]

New Year's Eve Day, December 31 and New Year's Day, January 1 - No work shall be performed between 3:00 p.m., December 31 and 7:00 a.m., January 2.

Exceptions: (a) an extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 31 for the purpose of finishing a ship; and (b) the provision for "no work" shall not apply to emergencies as defined in Section 8-6.
[Agreed]

Martin Luther King's Birthday - Normal work day.

Lincoln's Birthday - Normal work day.

Washington's Birthday, 3rd Monday in February - Normal work day.

Caesar Chavez Day, March 3 1 - Normal work day.

Memorial Day, last Monday in May - Normal work day.

Independence Day, July 4 - Normal work day.

July 5 - No work day. (No work to be performed between 8:00 a.m. July 5 and 7:00 a.m. July 6.)

Exception: The provisions of "no work" shall not apply to emergencies as defined in Section 8-6.
[Agreed]

Harry Bridges' Birthday, July 28 - Normal work day.

Labor Day, 1st Monday in September - No work shall be performed between 8:00 a.m. on Labor Day and 7:00 a.m. the day after Labor Day.

Exception: The provisions of "no work" shall not apply to emergencies as defined in Section 8-6.
[Agreed]

Veterans' Day, November 11 - Normal work day.

Thanksgiving Day, 4th Thursday in November - No work shall be performed between 8:00 a.m. Thanksgiving Day and 7:00 a.m. the following day.

Exception: The provision for "no work" shall not apply to emergencies as defined in Section 8-6.
[Agreed]

Christmas Eve Day, December 24 and Christmas Day, December 25 - No work shall be performed between 3:00 p.m. December 24 and 7:00 a.m., December 26.

Exceptions: (a) An extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 24 for the purpose of finishing a ship; and (b) the provision for "no work" shall not apply to emergencies as defined in Section 8-6.
[Agreed]

8-4 When a holiday falls on Saturday or Sunday, the work schedule provided in Section 8-3 shall apply on Saturday or Sunday, respectively; however, the holiday shall be observed on Monday.
[Agreed]

8-5 When work ceases at 3:00 p.m. (December 24 and December 31), the day shift guarantee shall be six (6) hours on an 8:00 a.m. start and five (5) hours on a 9:00 a.m. start.
[Agreed]

8-6 Any work schedule restriction provided in Section 8-3 shall not apply in the event of an emergency involving the safety of a vessel, life or property.
[Agreed]

8-7 Eligibility for paid holidays shall be determined by the ILWU/PMA Agreement.
[Agreed]

8-8 Workforce availability. The Union agrees that employees shall be available to meet the Employers' work requirements on all holidays in accordance with the work schedule contained in 8-2.
[Agreed]

8-9 On Election Day, the work shall be arranged so as to enable the employees to vote as provided by law.
[Agreed]

8-10 It is recognized that the Employers are party to the ILWU/PMA Holiday Fund.
[Agreed]

8-11 The provision of "no work holidays" shall not apply to rail or barge unloading operations.
[Agreed]

IX. VACATIONS.

9-1 ILWU-PMA Vacation Fund. The parties hereto agree to become parties to the ILWU-PMA Vacation Fund for employees dispatched through the dispatch hall.
[Agreed]

X. PENSIONS, WELFARE & FRINGES.

10-1 The parties to this Agreement shall remain parties to the ILWU-PMA Pension Plan, and to the ILWU-PMA Welfare Plan, and fringe benefit plans.
[Agreed]

10-2 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. The parties agree that this does not include Employer participation in the ILWU-PMA 401k Plan.
[Agreed]

10-3 The Employer as a nonmember of the Pacific Maritime Association is currently making payments to the Pacific Maritime Association to fund all fringe benefits provided for under this Agreement, including contributions to the ILWU-PMA Welfare Plan, such assessment

being paid by the Employer upon every man-hour worked by a registered employee. Such man-hour assessment is set or established from time to time by the Pacific Maritime Association.
[Agreed to keep current language, 8/02/2014]

XI. FUND PROVISIONS.

11-1 Failure of the Employer to make contributions to the ILWU-PMA Funds for fringe benefits provided for in this Agreement, or the legal nonavailability of such Funds 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 Employers signatory hereto if they were PMA members, subject to the provisions of Section 10-3.
[Agreed to keep current language, 8/02/2014]

11-2 In connection with its contribution to the Trusteed ILWU-PMA Funds, the Employer needs to be assured that the Employer contributions to the Funds will be currently deductible by it for income tax purposes. The Union agrees to support the Employer in obtaining such assurances from the proper governmental agencies. Failure to obtain resolution of these problems will require renegotiation of these issues.
[Agreed]

11-3 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, 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.
[Agreed]

11-4 The Employer agrees to the establishment and operation by the Union of a Section 401(k) savings program without Employer contributions, but allowing elective contributions by employees.
[Agreed]

XII. HIRING OF STEADY EMPLOYEES.

12-1 The Employer has the right to select registered employees who are qualified as steady employees, without regard to seniority provided they are selected from the Union. The local that provides the employees for the Employer will cooperate in working out a satisfactory plan to keep this program in effect. All work covered by this Agreement is work that shall be performed by ILWU employees unless otherwise provided. The Employer has the right to select steady employees, and their temporary replacements (five consecutive calendar days or longer (subject to Section 12-7)), for all categories of work. Individual facilities and locals may agree to a number of jobs and/or job classifications to be dispatched as non-steady jobs. This does not limit the Employer's ability to assign required work to steady employees to fulfill the work guarantee, or the number of steady positions an individual facility may choose to employ.

Unless other skills are required by the Employer, all millwrights and millwright replacements must be qualified to cut and/or weld as defined by the Employer, or to otherwise be qualified as determined by the Employer. Any employee, who in the opinion of the Employer is qualified to do millwright work, can be used for millwright work, but no employee will be required to become a millwright against their will. Millwrights and electricians are to furnish their own light hand tools such as may be required to satisfactorily perform their work.
[Agreed]

12-2 The Employer may name and number any employee for steady status in accordance with 12-1 above. In addition, upon request, the Union shall post for and provide the Employer with a list of employees interested in steady status. The Union shall not interfere with the posting and any allegation of such shall be subject to the grievance and arbitration procedure.

The Employer also shall have the right to determine which employees from the list to select for steady status, without regard to seniority, providing that A-registered employees shall be selected before B-registered employees. There shall be no bumping of steady employees. For legitimate business reasons which are not arbitrary or capricious, the Employer may elect not to select any employee from the list provided.

Any steady employee under this Agreement shall serve a probationary period of ninety (90) working days following selection as a steady, during which he may be discharged by the Employer for any reason without recourse to the grievance procedure.
[Agreed, 8/10/2014]

12-3 A steady employee must be given forty (40) hours' work opportunity or pay during the standard PMA payroll week (currently Saturday through Friday). This guarantee does not apply to a steady employee's replacement. Work opportunities offered but not accepted by the employee will count toward the guarantee. Work performed during extended hours or on night shifts during seven-day period shall be countable. In exchange for this guarantee, such steady employees shall be available not less than sixteen (16) days per calendar month, subject to the provisions of 12.4 and 12.5. Steady employees failing to meet the sixteen (16) day requirement may be subject to removal from steady status. The Union agrees to work with the Employer at the local level in which this work opportunity may need to be modified.
[Agreed]

12-4 Steady Employees Call Back. On an elevator-by-elevator basis, the Employer shall determine the number and job classification for steady employees who will be called back by name and number after an elevator shut down or layoff.
[Agreed]

(a) Any steady employee who has been so designated by the Employer may be called back by the Employer by name and number provided he shall have worked at the elevator no less than thirty (30) days under the above guarantee in Section 12-2. If such continuous work opportunity has not been afforded, then such steady employee shall have to work said thirty day period subsequent to designation in order to be eligible for callback.
[Agreed]

(b) When (a) above is complied with, steady employees so designated carry layoff seniority for up to sixty (60) days during layoff and may be called back by name and number during that period. Steady employees returning from layoffs of less than 60 days duration shall not be required to re-establish the requirements in paragraph (a) above.
[Agreed]

(c) Layoff beyond sixty (60) days may be allowed with seniority by local agreement.
[Agreed]

12-5 A steady employee who wishes to take his vacation and/or time off shall give the Employer reasonable notice. The Employer will determine if a replacement for this position shall be ordered. The steady grain handler shall retain his seniority rights for the duration of the vacation or the time off.
[Agreed]

12-6 A steady employee who is unable to work due to injury or illness shall retain steady status and seniority through his absence.
[Agreed]

12-7 When a steady employee takes time off or is ill, one of the steady employees from within the elevator may replace him, or if he is not replaced from within the elevator, the short-term replacement (less than five days), if any, shall be called from the Joint ILWU-PMA Dispatch Hall.
[Agreed]

12-8 For purposes of layoff only within job categories (such categories to be established on an elevator-by-elevator basis at the local level), all steady employees shall have plant seniority under the principle that the last to come is the first to go. Seniority is established by having the longest continuous employment for one company, including layoffs and callbacks as provided for in Section 12-3. The replacement of steady employees who die, retire, or otherwise become unavailable shall be made at the option of the Employer as provided in Section 12-1.
[Agreed]

XIIA. Maintenance and Repair.

Maintenance and repair work on equipment in and about the grain elevators shall be performed by the millwright/electrician, insofar as he possesses the necessary experience and competence. For new structural construction and for any new electrical, mechanical or other equipment, the Employer shall have the right to contract out the necessary contractual construction and the installation of the new equipment into warranted operating condition by the manufacturer, distributor or their representative or knowledgeable contractor. This, however, shall not be construed to include long-term service contracts for this equipment. In the event of emergency repair and/or unusual maintenance work, if an elevator's millwrights do not possess the necessary expertise or if the proper equipment required to perform such work is not readily available on a reasonable cost basis as determined by the Employer, the Employer shall have the right to

engage the services of an outside contractor after first notifying the Union of its intentions. Any grievance shall be resolved under the grievance and arbitration procedure.

[Employers agree to keep current language]

Letter of Understanding

Re: Electrical Maintenance Work at United Grain Corporation
Vancouver, WA

The parties recognize that the Employer has a collective bargaining agreement/relationship with the IBEW Local 48 covering its electrical maintenance work. This agreement/relationship constitutes a limited exception to the ILWU's jurisdiction over maintenance and repair work.
[Agreed]

XIII. HIRING OF EMPLOYEES OTHER THAN STEADY EMPLOYEES.

13-1 Because of the unusualness of the operation of grain elevators, and in order to make it convenient for people seeking employment in the grain handling industry, and so that the Employer may have a reserve labor pool from which to call employees to work, the parties hereto agree that all hiring shall be from one central location, which shall be known for the purpose of this Agreement as a " Dispatch Hall." Said dispatch hall shall be the hall maintained by the Longshoremen's Division of the I.L.W.U. and the Pacific Maritime Association, and under the control of their Joint Labor Relations Committee. First preference of work shall be given to registered longshoremen.
[Agreed]

13-2 In establishing the following procedure, the Employer and the Union believe that they are complying with the provisions of the Labor Management Relations Act of 1947. Should it later be proved that such conditions do not meet the requirements of the said Act, then that section of this Agreement shall be open to negotiations to bring that condition into compliance with the Act.
[Agreed]

13-3 When- employees are dispatched in the Columbia River area the Employer shall abide by the revised transportation, travel time and subsistence rates for the Columbia River District.
[Agreed]

13-4 All employees shall be dispatched through the ILWU-PMA Dispatching Hall. When the Employer orders employees 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. If the Dispatch Hall cannot supply sufficient qualified employees from the ILWU-PMA registered or casual work force, the Employer shall have the right to secure such other non-ILWU-PMA personnel and employ them as casuals under the Agreement, or to utilize its

supervisory personnel to perform the work. Such non-ILWU-PMA personnel shall be hired on a day-to-day basis and paid for the actual time worked by the Employer, subject to the right of the Union to substitute on a next day basis qualified ILWU-PMA personnel, when available, for non-ILWU personnel. The foregoing does not apply to the hiring of steady employees, which is covered by Section 12-1.

On an elevator-by-elevator basis, the parties may by mutual agreement establish certain categories which shall not be steadily employed, but may be called back from day to day, provided they are released to the Dispatch Hall no later than Sunday each week. In the absence of such agreement, Section XII shall apply.
[Agreed – 8/10/2014]

13-5 Should an Employer choose to work on a "no work" holiday as provided in Section VIII, the Employer shall notify the hiring hall not later than 12:00 p.m. in the Columbia River and 2:00 pm in the Puget Sound on the day before the holiday which employees are to be used and a definite starting time.
[Agreed]

13-6 When employees are standing by because of shortage of employees through the failure of employees to report at the time specified, pay shall not commence until there are sufficient employees to work; provided, however, if sufficient employees are on the dock and ready for work, whenever employees are ordered to work, or back to work, they shall be paid at the full time rate from the time specified for work and not merely from the time work is provided.
[Agreed]

13-7 When employees are working on the job and the work is suspended and employees are not released, time continues at the full rate of pay.
[Agreed]

13-8 At the option of the Employer on an elevator-by-elevator basis, a training program, including scope and length, may be instituted by the Employer and the Union shall cooperate and participate in the implementation and administration of this program by furnishing the Employer, on request, the names of prospective candidates who the Employer will interview, select and hire at the lowest applicable wage rate. There shall be a probationary period not to exceed sixty (60) working days, to be paid at the applicable rate for that particular job, during which time the employer may determine whether the trainee is properly qualified to perform that particular skilled work classification. When deemed qualified he shall be dispatched to the employer by request. Any employee removed from the approved list in Section 13.5 above, shall be ineligible for any future training program under this Agreement.
[Agreed]

XIV. STANDARD OF WORK REQUIRED.

14-1 Employees employed under this Agreement shall perform their work conscientiously and safely and with sobriety, be at (not on the way to) their assigned work

station at the commencement time of their shift and being there until the end of their assigned shift (not leaving their work station in advance of the designated quitting time).
[Agreed] (Entire Section Tentative Agreement, 10/22/13)

14-2 Any Employer may file with the Union a complaint in writing against any member of the grain section of the Union and the Union shall act thereon and notify the Employer of the decision. Any failure on the part of any local of the Union to comply with this provision may be taken up by the aggrieved Employer before the Joint Labor Relations Committee.
[Agreed]

XV. WORKING CONDITIONS.

15- 1 The General Foreman shall act in a supervisory capacity under the direction of the Employer, provided, however, that the Employer shall maintain its rights of direct supervision of the elevator's work force when the General Foreman is not working or readily available. The General Foreman may be assigned and utilized to perform temporary work (including relief) as may be required by the Employer. A General Foreman shall not be necessary when the elevator is performing a single operation, provided, however, that this rule to apply to a one job per shift only, excluding cleanup and maintenance work which is not part of a single operation.
[Agreed]

15-2 Relief Periods.. Employees are entitled to a 15-minute relief period around the midpoint of each work period, having due regard for the continuity and nature of the work. The Union agrees that there shall be specific contract language to prevent the abuse of such relief periods, and to ensure that employees will observe specified times for starting, resuming and finishing work. Asking for relief for cause is not quitting and should not be confused with it. When an employee asks for a relief, he is entitled to get it as promptly as conditions permit.
[Agreed]

15-3 A scoopmobile operator while operating a scoopmobile shall be allowed ten minutes relief each half hour. When this employee is not offered this relief, a second employee will be employed and the two employees shall relieve each other.
[Agreed]

15-4 The Employer shall supply and launder coveralls for all steady oilers, millwrights and electricians.
[Agreed]

15-5 The Employer shall maintain all toilet facilities in a clean, sanitary and operative condition, in conformance with applicable government regulations.
[Agreed]

15-6 Personal Effects. Employees shall be reimbursed for reasonable damages (other than usual wear and tear) to personal effects, which are damaged on the job, as determined by the Employer.

[Agreed]

15-7 Manning for non-vessel operations shall be determined by the Employer in accordance with other provisions of this Agreement. Such manning shall be based on a determination of employees necessary to perform each operation. The Employer shall, have the right to put into effect' its desired manning, subject to final resolution through the grievance procedure, not including arbitration.
[Agreed]

XVI. PROCEDURES FOR HANDLING GRIEVANCES AND DISPUTES.

16-1 Disputes between ILWU and Employer other than grain elevator operators signatory hereto shall not directly interfere with work of employees employed within or about the elevator.
[Agreed]

16-2 A grievance shall be defined as any controversy or disagreement or dispute between the applicable ILWU Local Union and the Employer for the particular grain elevator(s) involved as to the interpretation, application, or violation of any provision of this Agreement.
[Agreed]

16-3 There shall be established a Joint Labor Relations Committee for each port consisting of representatives of the applicable ILWU Local Union and representatives of the applicable Employer for the particular grain elevator(s) involved. Each side shall vote as a group.
[Agreed]

16-4 All grievances shall be processed as set forth below:

(a) Within seven (7) working days after the occurrence of the event out of which the grievance arises, it shall be presented by a Union representative to the Elevator Superintendent who shall then attempt to satisfactorily adjust it. If such attempted adjustment fails, the Union representative shall then write out and sign the grievance on the form for that purpose provided by the Employer and present it to the Elevator Superintendent. Any grievance not reduced to writing within two (2) working days after the failure of the Elevator Superintendent to resolve it informally shall be waived.
[Agreed]

(b) If the grievance is not settled as provided in (a) above, it shall be referred to the Joint Labor Relations Committee, which shall meet within five (5) working days from the written submission of the grievance and resolve the grievance, if possible. Pending investigation and adjudication of any such grievance, work shall continue and be performed as directed by the Employer.
[Agreed]

(c) The foregoing time limitations may be extended by mutual agreement of the parties in writing.

[Agreed]

16-5 Except for health and safety conditions, there shall be no stoppage of work (as defined in Section 17-1) on account of any grievances or disagreements or disputes arising on the job and all employees must perform all work as ordered by the Employer in accordance with the terms of this Agreement. In the case of health and safety disputes, the matter shall be taken up immediately by the applicable Joint Labor Relations Committee during the shift on which the claim was made; and if the matter cannot be so resolved, the area arbitrator under the Pacific Coast Longshore and Clerks Contract Document shall make an immediate ruling as to how the work shall proceed, and the Employer may utilize supervisory employees to perform the work at issue. After the work with bargaining unit employees proceeds, the arbitrator shall make a further ruling as to whether a bona fide health and safety issue did or did not exist. If it did, standby time shall be paid; if it did not, no standby pay shall be paid. If the Arbitrator determines that the claim of a health and safety condition was not made in good faith, the employees involved may be subject to discipline, up to and including discharge. Additionally, if the arbitrator decides an unsafe condition exists, which can be corrected, employees shall work as directed to correct such condition, but if the condition claimed to be unsafe is found to be safe, employees shall resume work as directed and failure to do so shall be cause to remove such employees from the payroll as of the time of standby.
[Agreed – 7/09/2014]

16-6 The Joint Labor Relations Committee shall have the power and duty to investigate and adjudicate all grievances or disagreements or disputes arising under this Agreement. The hearing and investigation of grievances relating to the discharge of an employee shall be given preference over all other business before the joint Labor Relations Committee.
[Agreed]

16-7 In the event the grievance of disagreement or dispute is not resolved by the joint Labor Relations Committee in a manner satisfactory to both parties, the Committee shall immediately determine and agree in writing on the question or questions in dispute. Such question or questions may then be referred by either party within not less than ten (10) nor more than ninety (90) days to an impartial arbitrator, unless these time periods are waived or altered by mutual agreement of the parties.
[Agreed]

16-8 In the event a dispute is referred to arbitration, the arbitrator shall be selected, by coin flip, from a panel of two arbitrators: [NAME] and [NAME]. The selected arbitrator hear the grievance within thirty (30) days; at the grieving party's option this time period may be extended to sixty (60) days. The rules of evidence shall be liberally applied, and no licensed attorney shall present for either party at this step.

The above procedure in Section 16-8 shall not preclude the parties from mutually agreeing to select an arbitrator by some other method or from agreeing to use the area arbitrator designated under the Pacific Coast Longshore and Clerks Contract Document. No more than one issue may be submitted to an arbitrator in a single hearing, except by mutual agreement of the parties, in writing.

The arbitrator shall have no power to add to, nor subtract from, or modify any of the terms of this Agreement. No decision of the arbitrator shall require the payment of wages different from, or the payment of any wages in addition to, those expressly set forth in this Agreement; but where an employee has been discharged or suspended in violation of this Agreement, the arbitrator may order reinstatement, with back pay for any day the employee can prove that he or she would have worked for the employer but for the disciplinary action.

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. The fee of the arbitrator and the expenses incidental to such arbitration shall be borne equally by the parties to such an arbitration. The arbitrator shall be required within thirty (30) days of the final submission to reduce his award to writing and shall state as explicitly as possible the reasons for reaching that award. The decision of the arbitrator shall be final and binding upon both parties unless it is appealed as set forth below, in which event non-disciplinary awards will be stayed until the appellate arbitrator renders her award. Disciplinary awards shall be implemented pending appeal.

Within 20 days from the receipt of the arbitrator's award, either party shall have the right to appeal such an award by giving notice to the other within such 20-day period of its intent to do so, together with a request to the non-appealing party to join with it in requesting from the Federal Mediation and Conciliation Service a panel of not less than seven arbitrators. Such written request to the FMCS shall be made within five (5) days of the date of sending such notice of appeal. From the submitted panel of names from the FMCS, each party shall alternately cross off a name until there remains one name who shall be the appeal arbitrator. The first party to cross off a name shall be decided by the toss of a coin.

The appeal arbitrator shall hear the case de novo. The appeal arbitration shall be, at the discretion of either party, a new evidentiary hearing with a representative or attorney of each party's choice. In the absence of a new evidentiary hearing, the appeal arbitrator may review the record available to the initial arbitrator, including without limitation, the submission of the parties, the transcript of the testimony and the exhibits at the arbitration hearing, the briefs of the parties, the initial arbitrator's award and decision and, if requested by either party, oral argument before the appeal arbitrator and the submission of further briefs, the time scheduling for any oral arguments and the submission of briefs to be agreed upon by the parties, or in the absence of such agreement, by the appeal arbitrator. The rules of evidence shall be liberally applied.

The expenses of the appeal arbitrator, as well as other joint expenses of holding the appeal arbitration, shall be borne by the moving party, provided, however, that each party shall bear the expenses of its own representatives and the preparation and presentation of its own case. The appeal arbitrator will have the power to affirm, reverse or modify the award and decision of the initial arbitrator and shall render his written decision and award with the reasons therefore within 30 days of the final submission to him of the matter. The decision of the appeal arbitrator shall be final and binding upon the parties to this Agreement.
[Agreed – 8/11/2014]

16-9 The Union and the Employers agree that as of the date of the execution of this Agreement there are no unsettled grievances.

[Agreed]

16-10 The Employer shall also have the right to file a grievance and to follow the above grievance procedure in an effort to resolve it.
[Agreed]

XVII. NO STRIKES, LOCKOUTS, OR WORK STOPPAGES.

17-1 There shall be no strike, sympathy strike, work stoppage, stop work meetings not authorized by this Agreement, picket lines, slowdowns, boycotts, disturbances, or concerted failure or refusal to perform assigned work not authorized by this Agreement (collectively, "Work Stoppage"), and there will be no lockouts by the Employer, for the life of this Agreement or extension thereof and the Union or the Employer, as the case may be, shall be required to secure observance of the Agreement.
[Agreed – 7/09/2014]

17-2 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 the 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, demonstration picket lines and informational 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.
[Agreed – 7/09/2014]

XVIII. DISCHARGES.

18-1 The Employer shall have the right to discharge any employee for incompetence, insubordination or failure to perform the work as required in accordance with the provisions of this Agreement.
[Agreed]

18-2 Any employee who is guilty of deliberate bad conduct in connection with his work, or through illegal stoppage of work shall cause the delay or interruption of any operations of his Employer, may be discharged by the Employer.
[Agreed]

18-3 Any employee (a) found on the job or reporting for work in an intoxicated condition, (b) possessing or drinking alcoholic beverages on the job, (c) failing to wear a hard hat in accordance with the requirements of the company safety program and the regulations issued thereunder, (d) failing to wear a life jacket while working aboard or in conjunction with

unloading or loading a barge, (e) smoking in an unauthorized area, and (f) violating the Substance Abuse/Testing Policy attached at Appendix A shall be subject to immediate discharge from the job. The Employer shall also have the right to refuse to accept the employee for work again in accordance with 18-5 below. The Employer's safety regulations shall be provided to each steady employee and shall be posted in a conspicuous location in the elevator and such safety regulations shall be acknowledged in writing.
[Agreed]

18-4 Any employee who is discharged by an Employer shall immediately be placed on non-dispatch to that Employer. Such employee may grieve the discharge in keeping with Section 16-4, but shall remain on non-dispatch until reinstated by the parties or the arbitrator.
[Agreed]

Penalties for selected violations:

Assault: For first offense assault: minimum penalty: 1 year denial of work under this Agreement. Maximum penalty: discretionary. For second offense assault: mandatory denial of work under this Agreement upon request of either party.
[Agreed]

Pilferage: For first offense pilferage: minimum penalty: 60 days' suspension from work. Maximum penalty: discretionary. For second offense pilferage: mandatory denial of work under this Agreement.
[Agreed]

Smoking in prohibited areas: For first offense: minimum penalty: 1 year denial of work under this Agreement. Maximum penalty: discretionary. For second offense: mandatory denial of work under this Agreement.
[Agreed]

Sale and/or peddling of controlled substances: For first offense: minimum penalty: 1 year denial of work under this Agreement. Maximum penalty: discretionary. For second offense: mandatory denial of work under this Agreement.
[Agreed]

Safety Violations:

A. An employee found to be in violation of reasonable verbal instructions or posted employee safety rules shall be subject to the following minimum penalty: First offense: Letter of Warning; Second offense: suspension for 15 days; Third offense: Minimum penalty: suspension for 60 days; Maximum penalty: discretionary. Fourth offense: Subject to denial of work under this Agreement.
[Agreed]

B. An employee who knowingly and flagrantly disregards reasonable verbal instructions or posted employee safety rules, or who intentionally causes damage to equipment or

cargo, or who intentionally injures himself or others, shall be subject to the following minimum penalty, which shall be applied uniformly and without favoritism or discrimination: First offense: suspension from work for 90 days; maximum penalty: discretionary. Second offense: subject to denial of work under this Agreement.
[Agreed]

18-5 It is recognized by the parties that the Employer at the various grain elevators covered by this Agreement is subject to the Drug-Free Workplace Act of 1988 (PL100-690) and must comply with the statutory obligations to have a Drug-Free Workplace Policy and Awareness Program with its prohibitions against controlled substances. Controlled substances are those specified in Schedules S I-V of Section 202 of the Controlled Substances Act(21U.S.C. 812) as further defined in the implementing regulation at 21 C.F.R. 1308.1 - 1308.15 and includes such substances as opiates and their derivatives; hallucinogenic; narcotics; cocoa and its derivatives; and depressants and stimulants not available over the counter or not prescribed by a physician. The parties have agreed to adopt and abide by the ILWU/PMA Alcohol and Drug-Free Workplace Policy, except as modified in Appendix A, with the understanding that marijuana is considered an illegal drug under the policy regardless of any state law to the contrary.
[Agreed]

18-5.1 An employee who violates the Alcohol and Drug-Free Workplace/Substance Abuse/Testing Policy will be referred to the ILWU-PMA Welfare Plan's Alcohol/Drug Recovery program and subject to the following penalties, which shall be applied uniformly and without favoritism or discrimination: First offense: suspension of work for 30 days. Second offense: suspension of work for 60 days. Third offense: discretionary.
[Agreed]

18-6 When the Employer discharges an employee and refuses to accept him for work again, he must be so notified in writing by the Employer, setting forth the reasons for discharge. and his case shall be dealt with by the Joint Labor Relations Committee within 5 working days.
[Agreed]

18-7 If any employee feels that he has been unjustly discharged or dealt with, his grievances shall be taken up as provided in Section 16.
[Agreed]

XIX. PROVISION FOR EFFICIENT OPERATIONS.

19-1 The Employer shall have the right to make such changes as are deemed necessary in its operations to operate more efficiently and to use labor-saving devices, restricted, however, by observance of rules, prohibiting unsafe conditions.
[Agreed]

19-2 The Employer shall have the right to introduce new methods of operation without interference from the Union. When new methods of operation are introduced, the Employer shall have the right to determine appropriate manning, in its sole discretion, except where specific

manning levels are provided in this Agreement (e.g., Shipside Addendum). Except as otherwise provided in this Agreement (Section 2-5), any remaining work or its functional equivalent that has historically been performed by the bargaining unit will be assigned to the bargaining unit.
[Agreed]

19-3 The Union guarantees the Employer protection against reprisals for making changes, and will cooperate with the Employer for the enforcement under the contract of such changes if and when made under the terms of this Agreement.
[Agreed]

19-4 It is the intent of this section of the Agreement that the contract and working and dispatching rules shall not be construed so as to require the hiring of unnecessary employees. The question of whether or not employees are necessary shall be based on a determination by the Employer of the number of employees required to perform an operation, subject to the provisions of 19-1 hereof.
[Agreed]

19-5 The parties agree that should disputes arise under the provisions of this Section 19, all employees shall continue to work as directed by the Employer and that such disputes shall be settled through the grievance machinery of this Agreement.
[Agreed]

XX. NEW EQUIPMENT OR METHODS OF OPERATIONS.

20-1 It is recognized that the Employer has the right to introduce improved or different methods of operations, and to select competent employees for all operations. When new types of equipment are introduced in connection with grain handling covered by the contractual definitions of work, such new equipment shall be operated by employees under this contract, with the understanding that competent employees shall be made available by the ILWU, and the Employer will train all necessary employees for jobs or new equipment and for job replacements, provided that the Employer determines after consultation with the Union that said employee(s) can be fully qualified to operate such new equipment. This shall not change the status quo as to assignment of other than ILWU employees on existing equipment, however, when non-ILWU employees presently employed under said status quo retire, die, or are discharged, they shall be replaced by employees from the Union. **[Agreed]** (Tentative Agreement, 10/21/13)

XXI. SAFETY PROGRAM

21-1 The Employer shall conduct at least one safety meeting per month and all employees at each elevator shall attend. When needed, such meeting shall include fumigation information and safety equipment and safeguards therefore if the Employer conducts such fumigation operations. The schedule and agenda of such meeting(s) shall be determined by the Employer, but the Union agrees that it will cooperate and assist the Employer as requested in the conduct of such safety meetings.
[Agreed] (Entire Section Tentative Agreement, 10/21/13)

21-2 The Employer shall conduct at least two fire drills per contract year at each elevator covered by this Agreement. The time and manner of conducting such fire drill shall be determined by the Employer at the elevator involved.
[Agreed]

21-3 Should the Employer determine that any employee is creating a dangerous or unsafe condition to himself or others, the Employer shall have the right to discharge such employee.
[Agreed]

21-4 The Employer pledges in good faith that discharge for safety reasons will not be used as a gimmick, and the Union pledges in good faith that "health and safety" reasons will not be used as a gimmick to avoid performing work. No employee shall be required to work under unsafe conditions.
[Agreed]

21-5 Smoking is governed by rules of the individual signatory Employers hereto.
[Agreed]

21-6 When employees are required to work inside tanks there shall be two employees at all times. Any work in confined spaces shall comply with OSHA regulations for confined spaces.
[Agreed]

21-7 The Employer may hire any professional fumigators to apply fumigants in and about all grain facilities, or, if it sees fit, to employ employees and shall furnish necessary safety equipment.
[Agreed]

21-8 If any agency of the federal or state government gives an order or takes control, regarding fumigation or sanitation of grain facilities, such order shall control.
[Agreed]

21-9 It is agreed that where protective clothing or devises are currently being furnished even though not specifically required by the safety code, the Employer will continue to furnish them and the employees shall be required to continue to wear and use such equipment.
[Agreed]

21-10 The parties agree that an automatic external defibrillator program meeting the American Heart Association guidelines shall be implemented at all terminals. The program shall cover vessel, dock and rail operations.
[Agreed]

21-11 Employees covered by this Agreement shall at all times while in the employ of the Employer be bound by reasonable verbal instructions, reasonable posted Employer safety rules and procedures established by the Employer, as amended from time to time, including policies

and procedures on personal protective equipment (PPE). The Union agrees to support the Employer in the implementation and the carrying out of its safety polices and procedures.
[Agreed]

XXII. AGREEMENT AND LOCAL RULES.

22-1 This Agreement, supplemented by any written executed Memorandum of Understanding, contains the full and complete agreement between the parties. No provision of this Agreement may be amended, modified, altered or waived except by written document executed by all of the parties to this Agreement.
[Agreed] (Entire Section Tentative Agreement, 11/18/13)

22-2 Any and all local agreements, written or oral, by any of the individual employers hereto with any local are in all respects mutually canceled and superseded by this Agreement, unless any such local agreements have been reduced to writing and signed by the parties thereto concurrently with the execution of this Agreement. Unless specifically provided to the contrary in this Agreement or in any such newly-executed written local agreement, if any, past customary practices, past work rules, past practices imposed or enforced, by past arbitration awards, and past arbitration decisions between the parties, shall not be binding on the parties hereto and shall have no force or effect in the interpretation, construction or enforcement of this Agreement.
[Agreed]

22-3 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).
[Agreed]

XXIII. NO DISCRIMINATION.

23-1 Neither the Union nor the Employer nor any employee will discriminate against any employee or applicant for employment with regard to hiring, tenure of employment, promotions, transfers, work assignments or other conditions of employment because of race, creed, color, sex, age, marital status, national origin, religious or political affiliation, veteran-military status, disability, sexual orientation or union membership status. Discrimination, as defined by this agreement, includes harassment on the basis of sex, sexual orientation, race, or other legally protected status, and includes conduct of any nature which substantially interferes with an individual's employment or right to seek employment, or creates an intimidating, hostile or offensive environment. All persons associated with the employers, including but not limited to union and non-union personnel, hourly and salaried employees, foremen, supervisors and/or superintendents, such behavior and persons who violated this policy may be subject to appropriate discipline, up to and including termination. The employers shall follow the procedures set forth in Section 18 of this Agreement in imposing discipline on bargaining unit

employees pursuant to this provision. All disciplinary action taken pursuant to this provision shall be designed to punish the specific nature of the conduct which forms the basis of the violation.
[Agreed] (Entire Section Tentative Agreement, 10/21/13)

23-2 All words, terms, or definitions of employees used in this Agreement are used as being words of common gender, and not as being words of either male or female gender, and hence have equal applicability to female and male person wherever such words are used.
[Agreed]

XXIV. GOOD FAITH GUARANTEE.

24-1 As an explicit condition of agreement, the parties exchanged commitments that the Agreement as amended will be observed in good faith in answer to the Employer's demand for such a guarantee, the Union Negotiating Committee unanimously voted to commit every local and every member to observe such commitment without resort to gimmicks or subterfuge. The Employer gives a similar guarantee of good faith on its part.
[Agreed] (Tentative Agreement, 11/18/13)

XXV. CONTRACT PROPERTY RIGHTS.

25-1 All property rights in and to the Grain Handlers Agreement when ratified by the parties are entirely and exclusively vested in the Employer and the International Longshore and Warehouse Local Unions signatory hereto and their respective members. In the case of the International Longshore and Warehouse Union, a majority of the members of both the individual and combined locals by this Agreement shall be necessary to designate any successor organization holding property rights and all benefits of this Agreement, and if an election is necessary to determine a majority of both individual and combined locals in order to establish the possessors of all rights and benefits under this Agreement, such election shall be conducted under the auspices and the supervision of the coastwide arbitrator provided for in the Coast Longshore Agreement, provided that such designation or election is not in conflict with any paramount authority or lawful or statutory requirement.
[Agreed] (Entire Section Tentative Agreement, 11/18/13)

25-2 The obligations of this Agreement shall be binding upon any person, firm or corporation who, as a successor company or employer, shall take over the operation of any of the grain elevator terminals and related facilities presently being operated by any of the individual employers signatory to this Agreement.
[Agreed]

XXVI. NOTICE.

Notice will be considered as having been properly given to terminate, change or modify this Agreement if such written notice is mailed or delivered (a) to the Pacific Northwest Grain Elevator Operators, c/o Lindsay, Hart, Neil & Weigler, LLP, 1300 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97201, or to each Employer, individually, by the Union; or (b) to the

International Longshore & Warehouse Union, 1188 Franklin Street, Fourth Floor, San Francisco, California 94109, and to each ILWU Signatory Local, individually, by the Employer.
[Agreed] (Tentative Agreement, 11/18/13)

WAGE SCHEDULE [Employers' Proposal 8/11/2014]

BASE WAGE

For All "A" & "B" Registered Longshoremen	Effective the first pay period following ratification	Effective June 1, 2015	Effective June 1, 2016	Effective June 1, 2017
General Foreman	$37.25	$37.50	$37.75	$38.25
Lead Millwright/Electrician	$37.25	$37.50	$37.75	$38.25
Oiler	$37.25	$37.50	$37.75	$38.25
Console Operator	$37.25	$37.50	$37.75	$38.25
Truck Dump and Gallery Operator	$36.25	$36.50	$36.75	$37.25
Pay Loader	$36.25	$36.50	$36.75	$37.25
Locomotive Operator/Switch	$36.25	$36.50	$36.75	$37.25
Millwright/Electrician	$36.75	$37.00	$37.25	$37.75
Bargeman	$35.25	$35.50	$35.75	$36.25
Car Door Opener (Rail Pit)	$35.25	$35.50	$35.75	$36.25
Basic	$35.25	$35.50	$35.75	$36.25

For All Non-Registered Longshoremen	Effective the first pay period following ratification	Effective June 1, 2015	Effective June 1, 2016	Effective June 1, 2017
	$27.50	$27.50	$28.00	$28.50

Preservation of Rate

Any employee who is temporarily transferred from his assigned job to a job having a higher rate of pay shall receive such higher rate of pay provided he performs such job for in excess of two (2) hours, otherwise his regular rate will apply. In the event he is temporarily transferred to a job having a lower rate of pay, he shall receive his regular rate.

[Agreed]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates shown below.

"EMPLOYER"

PACIFIC NORTHWEST GRAIN ELEVATOR OPERATORS

Columbia Grain, Inc.

LD Commodities Services, LLC

United Grain Corporation,
each individually

By: _____ _____
(date)

"UNION"

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

By: _____ _____
(date)

Local 4

By: _____ _____
(date)

Local 8

By: _____ _____
(date)

Local 19

By: _____ _____
(date)

[Agreed]

SHIPSIDE ADDENDUM

between

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION AND ITS LOCALS 4, 8, AND 19

and

INDIVIDUAL PACIFIC NORTHWEST GRAIN ELEVATOR OPERATORS

[Employer August 11, 2014 Proposal]

SHIPSIDE ADDENDUM BETWEEN INDIVIDUAL PACIFIC NORTHWEST GRAIN ELEVATOR OPERATORS AND INTERNATIONAL LONGSHORE AND WAREHOUSE UNION AND ITS LOCALS 4, 8, AND 19

1. Introduction

This Agreement is an Addendum to the collective bargaining agreement between the parties effective [insert date] (the "Primary CBA"). This Addendum addresses terms and conditions of employment applicable to the ship loading work performed at the Employers' facilities. In addition to the terms and conditions stated in this Addendum, the terms and conditions set forth in the Primary CBA shall apply to shipside work. The parties understand that line-handling work is performed in keeping with the PCLCD as traditionally ordered, and not by the signatory Employers; therefore, such work is not covered by the Primary CBA or this Shipside Addendum, except relevant to its assignment.

[Agreed]

The parties agree that longshore work, which includes but is not limited to the following, shall be performed exclusively by the Elevator operator, if performed while at the berth or at the direction of the Employer:

Loading and unloading of cargo
Handling mooring lines from the dock
Loading ship's stores from the dock with ship's gear
Lashing and unlashing of cargo
Uncovering or covering hatches for loading and unloading, and all traditionally-associated work (e.g., leveling, raking, etc.)
Rigging ship's gear
Winging in and out of ship's gear
Laying separations

[Agreed]

The foregoing work is waived in any particular instance where a longshore employee directs the ship's crew to perform the work.

[Agreed]

2. Manning and Classification

2.1 For purposes of this Agreement, the manning for basic loading shall consist of:

One-Spout Operation:

Three (3) Ship Loaders

One (1) Ship Foreman

Two-Spout Operation:

Four (4) Ship Loaders
One (1) Ship Foreman

Three-Spout Operation:

Five (5) Ship Loaders
One (1) Ship Foreman

[Agreed]

The term "Ship Loader" shall be considered an employee paid at the skill I PCLCD wage rate, except that Ship Loaders operating a rail mounted bulk loader shall be paid at skill II. Regardless of the classification dispatched, the Employer shall pay all Ship Loaders at the rate of the classification requested. All Ship Loaders shall be required to perform all duties as directed necessary for ship loading operations, regardless of skill level, including placement, rigging and moving the gangway; the foregoing does not include extended shoveling (greater than 30 minutes) in the event of a spill.

[Agreed]

The employees set forth above will be required to handle the spouts or such other manning as the Employer may deem necessary for continuous operations. Ship Loaders shall perform such work as the Employer may require in connection with the loading operation, and shall work interchangeably and simultaneously on any such work.

Using whatever spouts are necessary for efficient loading of the vessel, the parties agree that the loading of ocean going vessels of any type shall be staffed by workers belonging to or represented by Local 4 (Vancouver), 8 (Portland), or 19 (Seattle) or, as to Foremen, belonging to Local 92 (Columbia River) or 98 (Puget Sound).

[Agreed]

2.2 It is understood that elevator personnel, including supervisors, may be assigned to ship loading functions when properly allocated and ordered ship loaders or extra men are not dispatched, or if dispatched ship loaders or extra men are unwilling to perform the work.

[Agreed]

Placement, rigging and movement of gangways, and attachment of spout extensions, may be assigned to elevator millwrights, provided such work is confined to the dock.

[Agreed]

2.3 When any one or more of the below listed operations occur, additional (to the manning described in 2.1, above) extra men (unskilled) shall be hired in minimum numbers as follows:

-- Wire pull hatches – two extra men (when required to be opened or closed)

-- Hanging Jewelry – one extra man (less than two pieces); two extra men (two or more pieces)

-- Pontoon Hatches – four extra men (when required to be opened or closed)

-- Laying Separations – four extra men

-- Shoveling and Leveling – extra man/men as determined by management in its discretion

[Agreed]

Extra men hired in the above instances may be used to cover all operational needs of the Employer on bulk grain vessel operations.

Example: Extra man hired for wire pull hatches may be shifted and required to lay separations, shovel, hang jewelry, etc. In the event that an extra man or extra men are needed for the above operations, or other operations deemed necessary at the discretion of the Employer, such extra men will be hired on an as needed basis.

[Agreed]

3. Meal Periods

Employees working on ship loading operations shall provide their own relief during the fifteen (15) minute relief periods and mid-shift meals on continuous operations. The foreman shall provide his own relief.

Employees shall be paid for mid-shift meal periods during continuous operations.

On non-continuous operating shifts, meal periods shall be in accordance with Section 6.4 of the Primary CBA.

Employees may not be required to work over six (6) hours without an opportunity to eat on any of the shifts.

[Agreed]

4. Allocations.

Allocations and orders for shipboard work shall be in keeping with the PMA allocation system and local ILWU-PMA working and dispatching rules, except to the extent such rules conflict with this Addendum.

[Agreed]

5. Pay and Benefits

Hourly rates of pay and basic fringe benefits for time actually worked will be as specified in the ILWU-PMA Pacific Coast Longshore Agreement (PCLCD) at the time the work is performed. The parties agree that this does not include participation in the ILWU-PMA 401k Plan.

[Agreed]

6. Safety Rules

This Addendum incorporates Section 21 of the Primary CBA and applicable OSHA regulations including but not limited to 29 CFR Parts 1910, 1917, and 1918 (Longshoring and Marine Terminals). The PACIFIC COAST MARINE SAFETY CODE (PCMSC) sets forth the following rules and procedure that must be followed during loading operations:

- Vessel Radar secured in "OFF" (not STANDBY) MODE. Ensure that the scanner does not rotate.
- Ship's Gear necessary to loading maintained in safe condition as defined by PCMSC.
- Relevant deck equipment and rigging secured.
- Gangway access is safe and fitted with properly rigged safety net.
- Hatch access and escape ladders in good condition and clear of obstructions.
- Ship's crew to seek permission from personnel prior to commencing ship work in areas where longshore operations are being conducted.
- Ensure that a Ship's Officer is on hand at all times during longshore operations to observe work and to ensure vessel stability and security.

[Agreed]

7. Miscellaneous

Any matter not addressed by this Addendum shall be governed by the parties' Primary CBA.

[Agreed]

INDIVIDUAL PACIFIC NORTHWEST GRAIN ELEVATOR OPERATORS	INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION AND ITS LOCALS 4, 8, AND 19
By:	By:
Title:	Title:
Dated: , 2014	Dated: , 2014

[Agreed]

SHIPBOARD FOREMEN'S
ADDENDUM BETWEEN INDIVIDUAL PACIFIC NORTHWEST GRAIN ELEVATOR OPERATORS AND INTERNATIONAL LONGSHORE AND WAREHOUSE UNION AND ITS LOCALS 92 AND 98

[Agreed]

This Collective Bargaining Addendum dated as of _____, 2014 is by and between the International Longshore and Warehouse Union Locals 92 and 98 on behalf of themselves and each of their members (hereinafter collectively called the "Union") and the individual Pacific Northwest Grain Elevator Operators.

[Agreed]

1. Scope.

[Agreed]

1.1 Using whatever spouts are necessary for efficient loading of the vessel, the parties agree that the loading of ocean going vessels shall be directed and supervised by ILWU Foremen as provided herein.

[Agreed]

1.2 Jurisdiction.

The Employers recognize the Walking Bosses/Foremen as representatives of the Employer in the performance of all cargo loading activities covered under Section 1.1 of this Addendum. The Foremen shall have the responsibility and authority to supervise, place or discharge employees, to direct work activities on the job in a safe, efficient, and proper manner and to perform such other duties as continuity of operations may require. They will perform their duties in accordance with this Agreement and the direction of their Employer with due respect to the interests and requirements of the job. The Employer retains the ability to provide direct supervision in accordance with other provisions of the Grain Handlers Agreement between ILWU Locals 4, 8 and 19 and the individual Pacific Northwest Grain Elevator Operators, including its Shipside Addendum.

[Agreed]

2. Hours.

This Addendum incorporates the Shipside Addendum and Section 6 of the Grain Handlers Agreement between ILWU Locals 4, 8 and 19 and the individual Pacific Northwest Grain Elevator Operators.

[Agreed]

3. Manning.

Manning shall be one Foreman to direct and supervise the loading of oceangoing vessels. Foremen shall provide their own relief for breaks and meals.

[Agreed]

4. Orders.

Orders for Foremen shall be through the ILWU-PMA Foremen's dispatch hall, and will follow local dispatch order time deadlines. Nothing in this Addendum shall preclude the employment of foremen outside of regular hiring periods in cases of emergency or in circumstances beyond the Employer's control. The Employer shall be entitled to hire and employ steady Foremen in accordance with local dispatch rules.

[Agreed]

5. Grievance Procedure.
   This Addendum incorporates Section 16 of the Grain Handlers Agreement between ILWU Locals 4, 8 and 19 and the Individual Pacific Northwest Grain Elevator Operators.

[Agreed]

6. No Strikes, Lockouts or Work Stoppages.
   This Addendum incorporates Section 17 of the Grain Handlers Agreement between ILWU Locals 4, 8 and 19 and the Individual Pacific Northwest Grain Elevator Operators.

[Agreed]

7. Pay and Benefits.
   Hourly rates of pay, guarantees, skilled rates and shift differentials shall be paid as specified in the ILWU-PMA Pacific Coast Walking Boss and Foremen's Agreement (PCWB&FA). The parties agree that this does not include participation in the ILWU-PMA 401k Plan.

[Agreed]

8. Term of Agreement.
   This Addendum incorporates Section 1-3 of the Grain Handlers Agreement between ILWU Locals 4, 8 and 19 and the Individual Pacific Northwest Grain Elevator Operators.

[Agreed]

LD Commodities Services, LLC

By_____

ILWU Local 92

By_____

Columbia Grain, Inc.

By_____

ILWU Local 98

By_____

United Grain Corporation

By_____

[Agreed]

[AGREED - Tentative Agreement, October 31, 2013]

Grain Handler's Agreement
Appendix A [NEW]

Alcohol and Drug-Free Workplace Policy
Substance Abuse/Testing Policy

The parties have agreed to this policy as a means of maintaining a safe, healthful and efficient working environment for employees and to provide for an alcohol and drug-free workplace as required by the Drug-Free Workplace Act and other applicable federal, state and local laws and collective bargaining agreements.
[Agreed]

The parties are concerned with those situations wherein use of alcohol or drugs may interfere with an employee's health and job performance, adversely affect job performance of others, or is considered detrimental to the industry. The parties recognize the industry's welfare and future depend on the health of its employees and that this Policy assists in achieving that goal.
[Agreed]

Both parties recognize that alcoholism and substance abuse problems cause great economic loss and much physical and mental anguish to individuals and families. Persons suffering from these problems can, with the aid of appropriate diagnosis and treatment, be given the kind of help they need to lead a normal, health life.
[Agreed]

To achieve the aim of this policy, the parties endorse the following:

1. The workplace at each facility party to this agreement shall be free of alcohol and drug use and abuse and possession or sale of drugs.
2. The union will assist the employers in instituting an educational campaign to inform all employees of this program and the impacts of alcohol, drug and substance abuse.
3. Superintendents, General Foremen, Lead Millwrights and management personnel, and other responsible people mutually agreed to shall be trained to recognize and respond appropriately to prohibited alcohol/drug use by workers.
4. Alcohol and drug screening shall be administered to:

    a. employees involved in an accident or conduct on the job or in the workplace that indicates there is reasonable cause to believe that they are under the influence of alcohol or drugs.

[Agreed]

5. If management orders a test for reasonable cause and the employee disagrees with the order, the following procedure shall apply: the employee may request that his/her union representative

report to the job. If the union representative, having observed the employee, believes the employee was improperly ordered to test, he/she will discuss the case immediately with the Employer. If the Employer and union representative are unable to reach an agreement, or if the union representative does not immediately respond to the request to come to the job, the case shall be immediately referred at the request of either party to the Area Arbitrator, who shall be immediately called to the job to decide if the employee was properly ordered to test. The Area Arbitrator's decision must be issued within 90 minutes of the Employer's order to test. If the employee fails to contact his/her union representative, or if the employee leaves the job, the employee shall be deemed to have refused the test.
[Agreed]

6. Rehabilitation services are available through the ILWU-PMA Welfare Plan's Alcohol/Drug Recovery Program and is available for registered employees. Employees with alcohol or drug dependency problems are urged to seek recovery.

[Agreed]

Definition of terms:

1. Drugs (illegal) – any drug which (a) is not legally obtainable under federal law, or (b) is legally obtainable which 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.
2. Employee – an individual engaged in the performance of work under this Collective Bargaining Agreement.
3. Individual – person covered by the Collective Bargaining Agreement.
4. Reasonable Cause – Requires objective evidence regarding the employee's behavior or appearance, which would lead a reasonable person to believe he or she is 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.
5. Under the Influence – An employee who is affected by a drug or alcohol or the combination of drugs and/or alcohol or tests positive for a drug or alcohol in violation of this Policy.

[Agreed]

The parties agree the education campaign should include published statements notifying employees of this policy and specify actions that will be taken for violations of the policy in the workplace.
[Agreed]

The parties also agree to the 2011 FIRST Advantage ILWU/PMA Testing Procedures and Processes included as part of this appendix, except that screening for illegal drugs shall be by urine sample. Collection and screening of urine samples shall be conducted in accordance with collection and screening procedures, including cut-off levels for positive tests, established under US Department of Transportation regulations (49 CFR Part 40). The parties agree to use the PMA-recognized testing labs, which will confirm that they are certified to conduct DOT drug testing. **[Agreed]**

Violations of this Policy include:

1. Refusal to consent to a drug/alcohol test under any provision of this policy.
2. Being "under the influence" as defined in this Policy.
3. Possessing or purchasing any illegal drug or alcohol on Employer property.
4. Attempting to foil or defeat a drug or alcohol screening test by the substitution or spiking of a sample.
5. Adulterating synthetic or human substances with the intent to defraud a drug or alcohol screening test.
6. Selling, giving away, distributing or possessing synthetic or human substances or other adulterants that are intended to be used to defraud a drug or alcohol screening test.
7. Testing positive for drugs or alcohol under this policy.

[Agreed]

Side Letter of Agreement

Between Columbia Grain and the International Longshore and Warehouse Union and its Local 8

Regarding Shipboard Manning

ILWU Local 40 has filed a lawsuit against Columbia Grain, seeking to compel Columbia Grain to arbitrate ILWU Local 40's claim under the PCLCD that Columbia Grain must employ a Local 40 supercargo in its ship-loading operations.

Columbia Grain denies that it has any obligation to or relationship with Local 40 whatsoever and it intends to continue to vigorously defend itself against Local 40's claims.

In the unlikely event that Columbia Grain at some point is ordered by a court or an arbitrator to employ a Local 40 supercargo as a result of Local 40's current lawsuit against Columbia Grain, then upon the hiring of a Local 40 supercargo, the ILWU and its Local 8 agree that Shipboard manning levels will be reduced by one (1).

Dated: August 11, 2014