

AGREEMENT

Between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS,
LOCAL 104

and

BROWN-MINNEAPOLIS TANK – NORTHWEST, LLC
(Also know as: BMT-Northwest, LLC)

09/02/2007 - 09/05/2010

Final Revision 1/7/08

ARTICLE

PAGE

1. Recognition	1
2. Union Security	1
3. Union Access to Jobs	2
4. Non Discrimination.	2
5. Illegal Harassment	2
6. Hours of Work	3
7. Overtime	4
8. Reporting Pay and Minimum Pay	5
9. Pay Day	6
10. Field Work	6
11. Welders Test	7
12. Wage Scale Classification	7
13. Funeral Leave Pay	9
14. Paid Holidays	10
15. Vacations	11
16. Vacation Qualification	12
17. Apprentice	12
18. Seniority	12
19. Grievance Procedure	14
20. Arbitration of Disputes	16
21. Strikes, Slowdowns, Sickouts, and Lockouts	17
22. Safety, Health and Sanitation	17
23. Examination, Medical Treatment and Pay	18
24. Health, Welfare, Cafeteria, & 401K.	18
25. Pension Trust and 401-k 19	
26. Jury Duty	20
27. Term of Agreement	21
28. Effect of Agreement	21
29. Savings Clause	21
30. Management Rights	21
31. Successors and/or assigns	22
32. Leave of Absence	22
Appendix A. Discipline and Discharge.. . . .	24
Appendix B. Alcohol and Drug Policy/Procedure.	28

ARTICLE 1. RECOGNITION

- 1.1 Brown-Minneapolis Tank - Northwest, LLC (Known hereafter as BMT) hereby recognizes the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104, as the sole collective bargaining agent for all employees of BMT whose work is described, classified and set forth in this contract at its location at 1218 West Bay Drive, Olympia, Washington, and the location currently planned for Satsop Development Park, Elma, Washington excluding supervisors defined by the NLRB.
- 1.2 The union recognizes BMT, as the sole and exclusive bargaining agent on behalf of the Employer.

ARTICLE 2. UNION SECURITY

- 2.1 Employees included in the Bargaining Unit covered by this Agreement who are members of the respective Union as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.
- 2.2 Employees included in the Bargaining Unit covered by this Agreement who are not members of the respective Union as of the effective date of this Agreement, shall apply for membership in said Union on the thirty-first (31st) day after such effective date; and all employees who are accepted into membership into the Union shall maintain their membership in the Union as a condition of employment.
- 2.3 Employees hired after the effective date of this Agreement shall apply for membership in the respective Union on the thirty-first (31st) day following the beginning of such employment and all employees who are accepted into membership in the Union shall maintain their membership in the Union as a condition of employment.
- 2.4 The Employer, upon written request of the local Union, shall discharge any employee within two (2) working days after receipt of such notice, who fails to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing in the Union.

- 2.5 The only waiver of membership or for dues should be for religious reasons, or as covered by Law or Act, or any other reason covered by Law or Act.

ARTICLE 3. UNION ACCESS TO JOBS

- 3.1 The Business Representatives of the craft shall have access to the Employer's shop by applying for permission through the designated office. Discussions or interviews with employees will not be considered compensable time. There shall be no interference with or interruption of the Employer's business or with the work duties of employees, except for the purpose of providing representation as provided for in Appendix A(a) if requested by the employee.

ARTICLE 4. NON-DISCRIMINATION

- 4.1 The Employer, Employees and the Union agree there will be no discrimination against any employee or Job applicant because of race, religion, color, sex, age, or national origin.
- 4.2 Where the masculine or female gender has been used in any job classification or in any provision in this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position, or the benefits of any other provision.
- 4.3 The parties are unable to determine the full extent of the Employer's rights and obligations under the Americans With Disabilities Act (hereinafter ADA) given the fact-intensive inquiries which must be made in certain circumstances in order to meet its obligations under the Act. The parties are aware that the ADA may require that the Employer accord a reasonable accommodation to such persons as may be deemed to be protected by the ADA, so long as such reasonable accommodation does not impose an undue burden on the Employer.

ARTICLE 5. ILLEGAL HARASSMENT

- 5.1 It is illegal and against the policies of this Company for any employee, male or female, to sexually harass another employee (of this company or another) by (a) making un-welcomed sexual favors or requests for

sexual favors or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or (b) making submission to or rejections of such conduct the basis for employment decisions affecting the employee, or (c) creating an intimidating, hostile or offensive working environment by such conduct. In addition, it is also illegal and against the policies of this Company to retaliate against any person making or filing a complaint of sexual harassment.

- 5.2 The Company's prohibition against illegal harassment applies equally to harassment on the basis of any protected category, including but not limited to race, religion, color, sex, age or national origin.
- 5.3 Any employee who believes he or she has been the subject of illegal harassment should report the alleged act immediately, as provided in the personnel policies. An investigation of all complaints will be undertaken immediately. Any employee who has been found by the Company, after appropriate investigation, to have illegally harassed another employee will be subject to appropriate sanctions depending on the circumstances, from a warning in his or her file up to and including termination.

ARTICLE 6. HOURS OF WORK AND SHIFTS

- 6.1 Eight (8) hours shall constitute a normal day's work. Five (5) days, Monday to Friday, inclusive, shall constitute a normal week's work, provided that the workweek for Maintenance and Non-Production employees may be five (5) days, Tuesday to Saturday, inclusive. The regular daily work periods for the respective shifts shall be as follows:
- 6.2 First Shift or Regular Daylight Shift: An eight and one-half (8½) hour period, less thirty (30) minutes for meals on the employee's time. Starting times shall not be earlier than 5:00 a.m., nor later than 9:00 a.m. Straight time hourly rates of pay are set forth in Article 12.8.

Second Shift: An eight and one-half (8½) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the straight-time hourly second shift rates of pay as set forth in Article 12.8 and 12.9.
- 6.3 In the event an individual employee's starting time is changed, it shall

not be changed again within five (5) consecutive work days, except in case of emergency or to return to the employee's previous starting time.

6.4 In event of power curtailments and/or power rate "peak period" penalties, the normal workday and workweek provisions of this Agreement shall become inoperative.

6.5 a. Notwithstanding 6.1 of this Article, the Company has the option to initiate and/or to discontinue a four (4) day, ten (10) hours per day workweek (4x10) for the entire unit or a portion of the unit to be worked Monday through Thursday and/or Tuesday through Friday. The starting time shall not be earlier than 5:00 a.m.; there shall be a meal period of not less than thirty (30) minutes on the employee's time.

b. The Company may change from a 4x10 to 5x8 workweek (and vice versa). In the event of a workweek change the Company shall provide a minimum of seven (7) calendar days notice to the employees.

c. Holiday pay shall be paid at eight (8) hours per day. During a holiday week the Company shall revert to a 5x8 workweek.

d. It is recognized that any institution of a 4x10 workweek may require adjustments and changes due to its unfamiliarity by both the Company and the employees; no adjustments or changes shall be made without reasonable advance notice to employees by the Company.

e. In exception to the above, it is recognized that special conditions require special or unusual shifts. In such cases, the details thereof shall be worked out and agreed to between the Company, Shop Steward, and the employees.

ARTICLE 7. OVERTIME

7.1 All time worked over ten (10) hours per day, or forty (40) hours per week, shall be considered overtime and shall be paid for at time and one-half the straight time regular day shift rates. All time worked over twelve (12) hours in a workday and all time worked on Sunday shall be paid for at double time the regular day shift rate.

- 7.2 Maintenance and Non-Production employees scheduled to work a Tuesday through Saturday workweek shall be paid at the same schedule as described in 7.1.
- 7.3 Employees absent from work on a scheduled workday during the regular workweek shall be paid at the straight-time hourly rate until they have worked forty (40) hours during that workweek.
- 7.4 Shift Break: Employees required to work overtime past the quitting time of their regular shift, unless relieved from work at least eight (8) hours before starting to work on their next regular shift, shall be paid the overtime rate for such shift. EXAMPLE: When a workman starts work at 8:00 a.m. on Monday morning, and is requested to work until 12:00 that night, he will have eight (8) hours rest before his regular starting time at 8:00 a.m. on Tuesday morning. But, if he is required to work until 2:00 a.m. he will have had only six (6) hours rest and shall receive time and one-half for Tuesday for actual hours worked.
- 7.5 In the event an employee is advised to report to work later than his normal starting time for the purpose of allowing him at least an eight hour relief, he shall be guaranteed a minimum of eight (8) hours work.
- 7.6 When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift, he will be allowed reasonable time to obtain a meal. Said mealtime will be without pay.

ARTICLE 8. REPORTING PAY AND MINIMUM PAY

- 8.1 Employees required to report for work and not used shall receive four (4) hours straight time pay or assigned other duties for these four hours.
- 8.2 Employees required to report for work not continuous with their regular assigned shift hours, or on Saturday, Sunday and holidays, shall receive not less than two (2) hour pay at the specified overtime rate.
- 8.3 The foregoing (8.1 and 8.2) shall not apply where an employee is not put to work because of bad weather, power curtailment or breakdown of machinery, except that this shall not be construed to cover failure

to have work available.

- 8.4 Employees who voluntarily quit, laid off or are discharged for cause shall be paid only for actual hours worked.
- 8.5 Employees not at work on the day a shutdown or layoff occurs shall be considered to have received notification of such shutdown or layoff that they would have received if they had been working.
- 8.6 In the event the foreman requests the employee who has reported for work at his regular starting time and in unworkable weather to remain on the premises with the expectancy of starting work later if the weather clears, such employee shall be paid for such waiting time, which in no case shall be less than two (2) hours pay at his regular rate of pay.
- 8.7 Employees shall be paid for actual hours worked, except as provided in articles 8.1 through 8.6.

ARTICLE 9. PAY DAY

- 9.1 Pay day shall be weekly and in no case shall more than five (5) days' pay be held back. Any employee who is laid off or is terminated by the company shall have a check ready for pickup or mailing for all wages due him within twenty-four (24) hours after terminating employment. Any employee who quits of his own volition shall receive all wages due him at the next regular pay day following the pay period in which he was terminated.

ARTICLE 10. FIELD WORK

- 10.1 All work performed by Olympia, Washington or Elma, Washington based employees outside the Olympia, Washington shop or plant and not covered by other section of this agreement shall be performed in accordance with the Western States Field Agreement governing wages and working conditions on all field construction work in the states of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington and Wyoming. The Employer shall pay wages in accordance with the Western States Field Agreement. In lieu of paying the other benefits laid out in Articles 19, 20, 21, 22, 23 and 24, the Employer will pay

an hourly per diem amount that is equal to the difference in the hourly benefit amounts payable under each article and the benefits paid under this Agreement(except for the difference in Article 19 Health and Welfare). The Union shall provide the Employer with an annual breakdown of the hourly wage and benefit amounts paid under the Western States Agreement so the Employer knows the total package amount to be paid when employees covered by this Agreement perform work covered by this article. Under no circumstances shall the employer be considered a signatory to nor to have incurred any liability whatsoever under any provision of the Western States Agreement.

- 10.2 Where jobs are forty (40) miles or more from the location of the Employer's Olympia, Washington or Elma, Washington plant or shop, Employer will pay subsistence and travel for all Olympia, Washington or Elma, Washington employees in accordance with the Field Agreement.
- 10.3 An exception to the above will be made when an Olympia, Washington or Elma, Washington based employee is dispatched to a jobsite to rework shop or field product due to an error in fabrication or erection by an Olympia, Washington or Elma, Washington based shop employee. In this case shop wages shall prevail. It is understood that this does not include field fabrication as covered under the Western States Field Agreement.
- 10.4 All structural steel work erected by Olympia, Washington or Elma, Washington based employees, will be paid at shop wages factored times 1.25, provided the jobsite is not more than twenty-five (25) miles from the plant.
- 10.5 Olympia, Washington or Elma, Washington based Employees who drive company vehicles to a jobsite and back will be paid actual time plus overtime only if more than nine (9) hours of work time has elapsed after starting time.
- 10.6 All steel work fabricated and erected by Olympia Washington or Elma, Washington based employees, will be paid at shop wages factored times 1.25, provided the jobsite is not more than five (5) miles from the plant. Specifically, the Port of Olympia's property on Budd Inlet.

In event of current facility relocation, the distance of five (5) miles can change up to twenty (20) miles. Work performed by Elma, Washington based employees at the Port of Grays Harbor shall be included.

ARTICLE 11. WELDERS TEST

11.1 Welders required to take a test shall be paid for such time providing they pass the test. Upon receipt of the test papers from the laboratory for such welders, such papers will be open to the inspection of the duly authorized Union Representative. A statement of test qualifications will be furnished to the welder upon termination when requested, if job for which test is taken is completed at time of termination.

ARTICLE 12. WAGE SCALE CLASSIFICATIONS

12.1 Master "A": Possesses all skills set forth under Journeyman #1 and continuously demonstrates exceptional ability, proficiency, productivity, work ethic and overall superior performance. It is the sole discretion of the company to assign employees to this classification. This includes the right to transfer, promote, demote based on the company's evaluation, needs and requirements.

12.2 Journeyman #1: Able to interpret all drawings and prints. Can perform all layout, fabrication and welding to meet project specifications and tolerances under minimal supervision. Proficient in advanced shop mathematics and has excellent knowledge of material characteristics. Proficient in all welding processes utilized by company and able, if required, to certify on them. Operates correctly and safely all tools and machinery. Capable of instructing and assisting lower classified employees.

12.3 Journeyman #2: Able to interpret most drawings and prints. Can perform layout, fabrication and welding to meet project specifications and tolerances under minimal supervision. Must have a good knowledge of shop mathematics and material characteristics. Proficient in all welding processes utilized by company and able, if required, to certify on them. Operates correctly and safely most tools and machinery.

- 12.4 Journeyman #3: Performs fabrication and welding following supervisors instructions. Proficient in welding processes utilized by company and able, if required, to certify on them. Operates correctly and safely most tools and machinery.
- 12.5 Machine Operator: operates correctly and safely most tools and machinery. This includes cutting torches and radiograph burning tractors. Able to perform simple welding. Assists higher classified workers. Qualification on sub-arc seaming systems (flat position goats or seamer) shall be considered a qualifying certification.
- 12.6 Utility Helper: Grinds, deburrs, assists higher classified workers, moves parts and materials, operates forklifts, cleans and sweeps.
- 12.7 Specialist: This classification covers special work duties such as painting, maintenance and delivery personnel. Higher paying classifications can be utilized to fill this category as determined by the employer. Employees under this classification may be required to perform work of a lower classification in order to complete a forty (40) hour workweek when available work in their classification is less than forty (40) hours.

12.8 Wages:

Class	current	Effective		
		9/2/07	9/7/08	9/6/09
Master "A"	\$ 21.17	\$ 22.02	\$ 22.90	\$ 23.81
Journeyman #1	20.20	21.01	21.85	22.72
Journeyman #2	18.27	19.00	19.76	20.55
Journeyman #3	16.34	16.99	17.67	18.38
Specialist	16.34	16.99	17.67	18.38
Machine Operator	13.45	13.99	14.55	15.13
Utility Helper	10.55	10.97	11.41	11.87

12.9 Shift Differential Rate

Second (2nd) Shift = \$.75 (5 day/8 hour shift or 4 day/10 hour shift)

Third (3rd) Shift = \$1.00

Note: Above rate to be paid at straight time only on each hour worked.

12.10 The rating an employee receives shall be at the sole discretion of the

Employer. Recommendations received by the Shop Foreman and achievement of the required abilities outlined in each job description will be used as the basis for advancement. Outside schooling and training is highly encouraged to achieve advancement opportunities. At a minimum of 18 months every employee, upon his request, will be given the opportunity to be evaluated by his immediate supervisor, and/or the Production Manager/General Manager. At the discretion of the employer any employee may or may not be advanced to a higher classification at any time.

12.11 The company reserves the right to pay any employee an hourly rate higher than listed.

12.12 Project Agreements can be negotiated between the union and the company.

12.13 Temporary General Laborer: this classification is intended for unskilled and untrained general laborer whose skills are below that of the Utility Helper. Duties include general labor activities such as cleaning, breaking pallets, and being trained for utility helper. Company may hire temporary utility general laborer for up to a 60 day period at a minimum wage of \$9.25 per hour. No later than 60 days into employment and if employee is still employed by Company, employee will be moved to Utility Helper classification or higher as appropriate. Employee will not be required to join union until 60 days or upon change of classification.

ARTICLE 13. FUNERAL LEAVE PAY

13.1 Each employee with two (2) years seniority shall receive two (2) days off with pay in event a death occurs in the immediate family of the employee. An employee with one (1) year seniority shall receive one (1) day off with pay. The immediate family shall be defined as wife, husband, son, daughter, sibling, mother, father current mother-in-law, current father-in-law and grandparents.

ARTICLE 14. PAID HOLIDAYS

14.1 Each employee shall receive eight (8) times his regular straight time shift rate of pay for the following holidays provided:

a. The holiday falls within the regular scheduled workweek, Monday through Friday inclusive, or Tuesday through Saturday inclusive for maintenance people working a regular Tuesday through Saturday schedule.

b. The Employee worked his last regularly scheduled workday prior to and his first scheduled workday following the holiday

c. The Employee has been in the employ of the Employer for sixty (60) calendar days and has worked at least fifteen (15) consecutive scheduled workdays.

d. In the event an employee does not work his full scheduled workday prior to and/or following the holiday, holiday pay shall be reduced in the amount equivalent to the time he failed to work as scheduled on the day before and/or after the holiday.

e. Any vacation time off days immediately before and after a holiday that have been approved by the Employer and that the Employee has provided at least one (1) week's notice of the request in advance of time off. Failure to provide proper notice and/or failure to receive Employer approval of time off will disqualify the employee from holiday pay. In the event vacation time off is approved, the Employee must meet the criteria in section 14.1.a through 14.1.d for the period immediately before and after the scheduled time off.

14.2 The following shall be recognized as paid holidays: NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, the last scheduled workday before CHRISTMAS and CHRISTMAS DAY.

Memorial Day and any other holiday that falls on Saturday or Sunday, the day recognized by our State or Nation shall be in effect. All time worked on the aforesaid holiday shall be compensated for at two (2) times the regular straight-time hourly shift rate, plus additional compensation pursuant to above Section shall be paid for such time. It shall be optional with the Employees of the Company as to whether or not they work on any of the specified holidays at the request of the Employer, with the exception of work required for the preservation of

life and property. If the holiday falls within the vacation period of an employee, he shall be paid as set forth above for such holidays, provided he works the last scheduled workday prior to and the first scheduled workday following his vacation period and by mutual agreement between the Company and the employee, an additional day may be added to his vacation period.

ARTICLE 15. VACATIONS

15.1 Vacation pay will be paid to the Employee on the next regular payday following the pay period of his anniversary date on the following basis:

After one (1) year: Two (2%) percent of the hours worked the last twelve (12) months times his regular rate of pay. One (1) week time off shall be allowed as per 15.2d.

After four (4) years through eight (8) years: Four (4%) percent of the hours worked the last twelve (12) months times his regular rate of pay. Two (2) weeks time off shall be allowed as per 15.2d.

After nine (9) years through sixteen (16) years: Six (6%) percent of the hours worked the last twelve (12) months times his regular rate of pay. Three (3) weeks time off shall be allowed as per 15.2d.

After seventeen (17) years through 24 years: Eight (8%) percent of the hours worked the last twelve (12) months times his regular rate of pay. Four (4) weeks time off shall be allowed as per 15.2d.

After (25) years: Ten (10%) percent of the hours worked the last twelve (12) months time his regular rate of pay. Four weeks time off shall be allowed as per 15.2d

15.2 Vacation pay will not be combined with regular work pay so as to increase withholding tax; further, industrial insurance deductions will not be made on vacation hours.

a. Employees rehired after voluntarily resigning or being discharged for cause shall be considered new employees and vacation right therefore shall only accumulate from the latest date of employment.

b. Any employee who quits, is laid off or is discharged shall be paid for

his accumulated vacation credit. Vacation rate of pay will be at the present hourly rate of the Employee.

c. Any employee who has previously qualified for and received two (2) years continuous vacation pay and who is laid off due to lack of work and fails to qualify for a vacation in his third (3rd) year, shall after resuming work and qualifying for a full vacation, be reinstated to his previous standing prior to such layoff.

d. Employees entitled to vacation pay shall take actual time off. Actual time off shall be taken at a time mutually agreeable between the Employer and the employee. The first week shall be taken at the Employee's choice with a minimum of one week's notice. However, insofar as is possible, consideration will be given to a time most desired by Employee. In the event the Employer determines to suspend shop operations in order to permit all or a substantial group of employees to take all or part of their vacation simultaneously, the Union will be notified at least thirty (30) days in advance.

e. For the purposes of the foregoing paragraphs in this Article, sixteen hundred (1600) hours worked from date of employment for one Employer shall constitute a "Year's" service.

ARTICLE 16. VACATION QUALIFICATION

16.1 An employee who has worked sixteen hundred (1600) hours in a calendar year (starting from his anniversary date) is qualified for his vacation as set forth in 15.1. All compensated time will count as hours worked except as provided in 16.2

16.2 Employees who are absent from work due to industrial accident or industrial illness for which compensation is paid, such absence shall be considered as time worked up to five hundred (500) hours.

ARTICLE 17. APPRENTICE

17.1 Apprentice wages, ratios and other matters concerning apprentices, shall be provided in the Seattle Area Boilermakers Joint Apprenticeship Standards, as provided by the Washington State Apprenticeship Council and as agreed between Union and Employer.

ARTICLE 18. SENIORITY

Seniority is defined as the total period of employment as an employee of the signatory Employer in accordance with the following rules:

- 18.1 a. The principle of seniority shall govern layoffs and recalls where the employees, in the judgment of the employer, are qualified to perform the work required.
- b. An Employee shall not be entitled to seniority rights until he has been employed continuously for a period of one hundred twenty (120) working days and then his seniority shall date back to the time of hiring.
- 18.2 Employees will retain seniority rights for nine (9) months in layoffs, and excused absences, except in cases where an employee who has attained seniority is absent from work due to an industrial injury, then he will retain seniority for a period of one (1) year.
- 18.3 Temporary layoffs of employees for one (1) week or less brought about by lack of business shall be determined by the Company and will not be governed by seniority.
- 18.4 Employees shall lose his/her seniority for the following reasons:
- a. If he quits his/her job.
- b. If he is discharged for just cause.
- c. If he fails to report from layoff within three (3) working days after notification to report.
- d. If he exceeds a leave of absence or accepts another position in the trade.
- e. If he is absent from work without notice to the Company for three (3) consecutive working days.
- f. If he is absent from work for six (6) consecutive months due to sickness or one (1) year due to industrial injury. For extension of time limits, exceptional cases may be handled on its own merits by mutual

agreement between Employer and Union.

g. Layoff in excess of nine (9) months.

18.5 No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, so long as such activities are not carried on during working hours so as to interfere with production of the plant.

18.6 Seniority lists, upon request by the Business Representative or the Chairman of the Shop Committee once in each three (3) month period, shall include Employee's contract classifications, and include laid-off employees who continue to retain seniority rights.

18.7 In any layoff, the Management shall make every reasonable effort to give advance notice to employees affected. Apprentices are considered as a separate classification for seniority purposes.

18.8 For the purpose of calculating Funeral Leave (Article 13), Paid Holidays (Article 14), Vacations (Article 15 and 16), and Jury Duty (Article 26) the prior seniority date with Reliable Steel, Inc./Reliable Steel Fabricators, Inc. will be used for all seniority employees working for Reliable Steel, Inc. as of August 28, 2001 and hired at the start of this contract.

ARTICLE 19. GRIEVANCE PROCEDURE

Step 1. The shop steward or committeeman shall call any complaint, dispute or grievance to the attention of the foreman or department head within five (5) working days from the time it arises. If the complaint, dispute or grievance is not settled within five (5) working days after it is presented to the foreman or department head, the shop steward or committeeman shall report such complaint, dispute or grievance in writing over the signature of the complainant to his/her respective Business Representative. Such complaint, dispute or grievance shall be submitted to the personnel departments representative or other official designated by the Employer over the signature of the Business Representative within fifteen (15) working days from the date the complaint, dispute or grievance arose.

However, this does not preclude the Business Representative from reporting such complaint, dispute or grievance directly to the personnel department's representative or other official designated by the Employer. Within five (5) working days after the personnel department's representative or other official designated by the Employer receives a communication in writing from the respective Union alleging violations of this collective bargaining agreement, the Employer shall reply to the communication, in writing. Any settlement reached in Step 1 shall be final and binding upon the parties and not to be construed to be a precedent.

Step 2. Within five (5) working days after the Employer replies to the communication from the respective Union alleging a violation or violations of this collective bargaining agreement, a Business Representative of the Union and the Director or Assistant Director of Personnel and Labor Relations or other official designated by the Employer shall meet for the purpose of settling such complaint, dispute or grievance. Any final decisions reached by the Employer Representative shall be reduced to Writing. Any settlement reached in Step 2 shall be final and binding upon the parties and not to be construed to be a precedent.

Step 3. If no agreement is reached in Step 2 within ten (10) working days, the parties may, by mutual agreement, submit the grievance in writing to a grievance panel composed of two members from labor, to be selected by the Union, and two members from Management to be selected by the Employer, requesting a Grievance Committee hearing or they may proceed to Step 4 of the Article. The Committee members shall not be from the Union or Company involved. Any complaint, dispute or grievance not submitted in writing requesting a Grievance Committee hearing, or not referred to the next step of this grievance procedure within ten (10) working days, shall be regarded as waived unless the parties otherwise agree in writing. The grievance Committee shall meet within ten (10) working days of receipt of such request. A decision by a majority of the Grievance Committee shall be final and binding on both parties. This decision shall be reached by secret ballot. In the event that the Grievance Committee fails to render a decision within ten (10) working days from their first meeting date, either party may within ten (10) working days give written notice to the other party of arbitration. The parties may mutually agree to extend the time limits.

Step 4. In the event the grievance is not settled as above provided, either party may submit the grievance within five (5) working days following the expiration of the time limit provided in Step 2 to the International President of the Union, or his duly designated representative, and a Company representative duly selected by the Employer for consideration and possible settlement. If a settlement is reached, then it will be final and binding upon the parties and not to be construed to be a precedent.

Step 5. If no satisfactory solution eventuates from Step 4 within twenty (20) working days, then either party may within ten (10) working days thereafter give written notice of arbitration to the other party. Any complaint, dispute or grievance not brought up or carried forward to adjustment or arbitration as provided in this Article shall, unless the parties otherwise agree in writing, be regarded as waived. No employee shall refuse to work or otherwise curtail production or engage in any slow down or interfere with Employer's operations because of any complaint, dispute or grievance, which he may have.

If the Employer has any complaint, dispute or grievance with any Union or any Employee covered by this Article, the Employer shall likewise avail itself of any or all of the foregoing grievance procedures.

ARTICLE 20. ARBITRATION OF DISPUTES

20.1 In the event the parties shall be unable to adjust any complaint, grievance or dispute involving the express forms of this Agreement, such complaint, grievance or dispute shall be referred to an impartial arbiter mutually agreed upon by the parties. The party desiring to arbitrate shall send a request by mail to the Director of the Federal Mediation and Conciliation Service requesting the Director to furnish a list of five (5) arbiters. Each party shall have the right to strike a total of two (2) names from the list, and the right to strike first shall be determined by lot, or as otherwise agreed by the Parties, and each party shall alternately strike one (1) name. The name remaining on the list after each Party has stricken two (2) names shall be the impartial arbiter.

20.2 The Employer and the Union or Unions involved shall equally pay the arbiter's fee, the cost of any hearing room and the cost of a court

reporter, if requested by the arbiter. All other expenses shall be paid by the party incurring such expenses.

20.3 The decision of the arbiter shall be final and binding upon the parties. Such decision shall be limited to interpretation and application of the express terms of this Agreement and shall not change or add to any of its terms or conditions. In his/her decision, the arbiter shall specify whether or not the decision is retroactive and the effective date thereof.

20.4 Awards or settlements of grievances may or may not be retroactive as the equities of each case may demand, but in no event shall any arbitration award be retroactive beyond thirty (30) calendar days prior to the date on which the grievance was first presented to the Employer unless agreed to by both parties; provided however, that this provision shall not have any application to grievances pertaining to the payment of either the fringe benefits provided for in this Agreement or the wage scales for the various classifications as set forth in this agreement.

ARTICLE 21. STRIKES, SLOWDOWNS, SICKOUTS AND LOCKOUTS BARRED

21.1 There shall be no lockouts on the part of the Employer nor suspension of work on the part of the Employees. This Agreement is a guarantee that for its duration, there will be neither strikes, slowdowns, sickouts, nor lockouts, and that all complaints, grievances or disputes arising under its provisions, will be settled pursuant to its grievance machinery.

ARTICLE 22. SAFETY, HEALTH AND SANITATION

22.1 All State and Federal safety, health and sanitation laws shall be complied with. Suitable washrooms and lockers shall be maintained and kept in a clean and sanitary condition with proper light and heat. All boilers and tanks or other confined areas shall be cleaned and certified gas free before Employees are required to perform work in or upon them. No Employee shall be permitted or required to work alone on any job except for delivery, or pick up, or when operating a vehicle/truck.

22.2 The Employees shall comply with safety, health and sanitation

standards, rules and regulations of the individual Company which are applicable to his her own actions and conduct and do not conflict with State or Federal Law.

22.3 The Employer shall sponsor quarterly safety meetings.

22.4 The Company will provide, at no cost, leather welding gloves for production welders with trade-in of old gloves.

ARTICLE 23. EXAMINATION, MEDICAL TREATMENT AND PAY

23.1 Nothing in this Agreement shall prohibit an Employer from requiring a physical examination under the following conditions:

a. Pre-employment physicals, as directed by the employer, will be allowed.

b. Physical examinations for employees will be allowed: (1) when the employee reports to work with physical impairment(s) that could render this employee a risk to himself or others; and (2) when the employee cannot perform the essential duties of the job due to the physical impairment(s). The employee has the right to obtain an evaluation from his own physician at the employee's own expense. If conflict between the employer's physician and employee's physician occurs, the matter can be referred to the grievance procedure (Article 19, Step 2), in writing, thus avoiding time constraints of Step 1.

c. No Employee shall be unlawfully discriminated against in employment as a result of any physical examination.

d. The physical examinations shall be directed by and paid in full by the Employer with the exception of examinations requested by the employee for the purpose of his second opinion.

Note: Nothing listed in paragraphs 23.1.b can allow the employer to implement substance abuse testing. Appendix B must be used for that purpose.

23.2 In the event a doctor advises an injured Employee he should not return to work because of his injury, he shall be entitled to pay for the balance of his shift (day of injury only), provided that an employee who has been directed by the doctor not to return to work, shall

present to the company a slip so stating.

ARTICLE 24. HEALTH, WELFARE, CAFETERIA, & 401K

24.1 Immediately following ratification of this agreement all employees on the employer's payroll will enroll in the Employer's benefit package by selecting insurance options, Section 125 Cafeteria Plan and 401(k) retirement saving plan contributions, if any.

24.2 On the first day of the month following sixty (60) days of continuous service with the employer, a new employee shall be entitled to participate in their choice of one of the health and welfare plan options provided through A-Plus Benefits, Inc., in accordance with the terms of the selected plan option. Benefits and conditions of the selected Health and Welfare Plan shall be subject to modification by A-Plus Benefits, Inc., throughout the life of this agreement. The Employer retains the right to change the insurance carrier and/or benefits provider so long as the benefits provided are comparable. The employer will notify the union in advance and bargain the effects of such change.

24.3 Employer shall contribute \$644.10 per employee per month towards the employee selection of coverage options. The Employer agrees to cover excess amounts above the contribution for employees whose health insurance coverage election exceed the contribution amount. For purposes of this calculation, those employees covered under the Choice option will be calculated as though they were under the Preferred option. The maximum coverage of excess amounts over the monthly contribution up to \$740.71 effective September 1, 2007, \$772.92 effective September 1, 2008 and \$805.12 effective September 1, 2009.

24.4 Employees may be offered continued health insurance coverage for up to sixty (60) days of absence for non-medical leaves, including short-term layoff, at the employer's discretion under the same terms and conditions as described above. A leave request form must be completed and approved prior to commencement of the leave.

ARTICLE 25. PENSION TRUST and 401-k

25.1 Effective January 1, 2008, the company will make contributions to the

Boilermaker-Blacksmith National Pension Trust in the hourly amounts indicated below for all hours worked by all employees. In addition, effective January 1, 2008 the company will contribute amounts to the A-plus Benefits administered 401-k plan in the hourly amounts indicated below.

Class	Pension		401-k Contribution	
	1/1/08	1/1/08	1/1/09	1/1/10
Master "A"	\$ 2.05	\$ 0.10	\$ 0.20	\$ 0.30
Journeyman #1	2.05	0.10	0.20	0.30
Journeyman #2	1.90	0.10	0.20	0.30
Journeyman #3	1.80	0.10	0.20	0.30
Specialist	1.50	0.10	0.20	0.30
Machine Operator	1.30	0.10	0.20	0.30
Utility Helper	0.75	0.10	0.20	0.30
Temporary General Laborer	-	-	-	-

25.2 Employer's liability is limited to the contributions specified in this agreement. Employer will not be liable for any un-funded liability of any Trust Plan and the Union agrees to indemnify, defend and hold harmless the employer from any such liability.

ARTICLE 26. JURY DUTY

26.1 An employee with more that ninety (90) days service and required by law to serve as a juryman shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his/her work time lost on the basis of the difference between his straight-time day shift hourly job classification rate, and his jury pay (excluding travel allowance) provided however, such Employer reimbursement shall not be applicable to any period of time during which said employee-juryman did not perform work for the Employer other than when prevented from doing so solely because of said jury service; and further provided that such Employer reimbursement is in no event to be applicable for a period of more that eight (8) hours in a standard workday, nor more than five (5) days in a standard workweek. The Employer shall be obligated to pay not more than two (2) weeks pay per Employee per year.

In applying the foregoing, it is understood that if an Employee is called for jury service, responds to the call (utilizing the "call in" procedure when it is available), and loses time but is not accepted for jury service, or serves and is relieved there from by the middle of his work

shift, the Employee will be reimbursed by the Employer for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate and his jury pay (excluding travel allowance), provided he returns to his job immediately, and promptly reports these facts to the Employer; provided further, that if an Employee works his regular shift in addition to performing jury duty, he shall not be paid by the Employer under the provisions of the Rule.

ARTICLE 27. TERM OF AGREEMENT

27.1 This Agreement, effective September 2, 2007, shall remain in full force and effect until September 5, 2010, and from year to year thereafter, unless either Party shall at least sixty (60) days, but not more than ninety (90) days prior to any anniversary date, notify the other Party in writing of any desire to make changes in or to terminate this Agreement.

27.2 If either Party give notice to the other as herein provided, representatives of the Employer and of the Union, shall meet and shall negotiate such proposed changes on new contract without unnecessary delay.

ARTICLE 28. EFFECT OF AGREEMENT

28.1 This instrument constitutes the entire Agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations.

ARTICLE 29. SAVINGS CLAUSE

29.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full.

ARTICLE 30. MANAGEMENT RIGHTS

30.1 Management of the plant is vested solely and exclusively in the

Employer and the Employer reserves to its sole judgment and control, without limitation but subject to the provisions of this agreement, the right to decide on the products to be manufactured; the methods of manufacture; the materials to be used; the discontinuance of any product, material or method of production; the introduction of new equipment, machinery or processes; the change or elimination of existing equipment, machinery or processes, the discontinuance, temporarily or permanently, in whole or in part, of the conduct of any of the business or operations of the Employer; the decision whether and when to use sub-contractors for work performed outside the employer's Olympia, Washington shop; the decision whether and when to use sub-contractors in the employer's Olympia Washington shop for emergency equipment repairs or for repairs outside the expertise of the Olympia Washington based employees; the decision as to the nature of materials, supplies, equipment or machinery to be used, and the price to be paid; the decision as to the sales method and sales price of all products; selection size, direction and control of the working forces in connection with the requirements to be determined by the Employer including the number of employees assigned to any particular operation; and for just cause, the right to transfer, promote, demote, layoff, terminate, discharge, discipline or otherwise relieve employees from duty for lack of work or other lawful reasons. The above enumerations or rights are by way of example only and are not elimination of the rights of the Employer in connection with its operation of the business. Either party has the right to grieve.

- 30.2 The employer will be allowed to train employees to perform their duties. This may require the employer to work with the trainee during the training process.
- 30.3 The employer will be allowed to hire "part-time" employees for sand drying and cleanup. This will not exceed 20 hours per week except when Thurston County Public Schools are not in session. These employees are not part of the collective bargaining unit.

ARTICLE 31. SUCCESSORS AND/OR ASSIGNS

31.1 If the Employer sells, transfers, leases, assigns or otherwise disposes of the property covered by this Agreement, it shall first notify the party acquiring such property of the provisions of this Agreement and inform the Union when the change of ownership occurs.

ARTICLE 32. LEAVE OF ABSENCE

32.1 The Employer may at its sole discretion grant a leave of absence to an employee upon his/her written application to the Human Resource Department. The employee shall be given a written notice of the terms and conditions of any leave of absence granted. No personal leave of absence shall be longer than sixty (60) calendar days. All leaves pursuant to the Family and Medical Leave Act or associated with the pregnancy of an employee will be granted in accordance with Federal and State guidelines.

32.2 Any employee who undertakes other work or employment during any leave of absence, without first securing permission in writing from the Employer, or who falsifies the reason for the leave of absence, automatically cancels such leave of absence and will be considered to have terminated his or her employment. There shall be no accrual or payment of vacation or other economic benefits while on leave of absence.

SIGNED THIS 17 DAY OF January, 2008

FOR THE EMPLOYER:

FOR THE EMPLOYEES:

BROWN-MINNEAPOLIS TANK -
NORTHWEST, LLC

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP-
BUILDERS, BLACKSMITHS, FOR-
GERS, AND HELPERS, LOCAL 104

BY Rollie DeBrew

BY Gay Annis

TITLE Business Unit Manager

TITLE Business Manager

APPENDIX A

DISCIPLINE AND DISCHARGE

a. In any meeting concerning or which could potentially lead to disciplinary action or discharge of an employee, the employee shall have the right to Union representation if he or she so desires. It is agreed the employee and the Union representative will not be paid by the employer. The Employer shall notify the Union, by certified mail, of all terminations within seven (7) calendar days.

b. The Employer shall have a form that will be used in cases involving disciplinary action. It shall be mandatory for the involved employee to sign such form, merely acknowledging he or she was given the warning. If the Employer informs the employee of the provisions of this Section and the employee refuses to sign said warning, his or her failure to sign said form may result in a three (3) day suspension.

c. No warning notice based solely on routine work related performance problems shall remain in effect for more than twelve (12) months after written. Warning notices for gross misconduct shall remain in effect throughout the employee's employment.

d. If an employee, based on an investigation by the Employer has been deemed to have violated an Employer rule or policy as wholly referenced or contained within this agreement, said employee may be suspended or terminated by letter via certified mail if the employee is on vacation, layoff, leave of absence or not scheduled on the day the decision is made. A like certified letter will also be sent to the Union. Calling the employee in to receive his/her last check and termination notice or notice of suspension does not constitute a call in to work as provided for in the Section on Reporting pay.

e. The Employer shall have the absolute right to discipline or and discharge for just cause. The Parties acknowledge that just cause for

discharge exists whenever an employee commits one of the offenses listed in (1) through (17) below, or any other offense of comparable gross misconduct. Any factual dispute as to whether the alleged offense occurred is subject to the grievance procedure under Article 19 of this Agreement. However, the Employer shall have the right to determine in its sole discretion the appropriate form of discipline for such serious offenses. If the Employer chooses to impose discipline less than discharge for a particular occurrence of any such serious offense, that imposition of discipline shall not constitute a waiver by the Employer of its right to impose discharge for any subsequent occurrence of the same or similar offense by an employee.

1. Any single instance of the consumption of alcoholic beverage or use of an illegal drug during working hours.
2. Any single instance of reporting for work under the influence of drugs or alcohol.
3. Any single instance of unauthorized possession on the job of an unauthorized alcoholic beverage or an illegal drug.
4. Any single instance of fighting on Company premises.
5. Any single instance of conduct involving threats, intimidation, obscene or abusive conduct against Company visitors, supervisors, sub-contractors or other employees.
6. Any single instance of possession on the job of a dangerous weapon or explosive devices of any kind.
7. Any single instance of unauthorized removal or misappropriation (unauthorized storage, transfer or use) of visitor, sub-contractor, employee or Company property.
8. Any single instance of walking off the scheduled shift without authorization.
9. Any single instance of falsification of any employment records or other required information while applying for employment or at any time during employment.

10. Any single instance of insubordination, such as refusing to obey the direct request of a supervisor or obscene or abusive conduct towards a supervisor or manager.

11. Any single instance of illegal harassment, as described in Article 5 of this agreement.

12. Any single instance of sleeping on the job unless it is required by State or Federal Law.

13. Any single instance of illegal gambling on the job.

14. Failure to report to work on the scheduled date of return from a leave of absence.

15. Willful or repeated violations of Employer's safety rules.

16. Failure to report to work and failure to call in for three (3) consecutive days.

17. Failure to submit to a drug/alcohol test pursuant to this agreement.

f. Except in those cases of disciplinary action as set forth above in subsection (e) items (1-17), the normal disciplinary procedure for violations of the Employer's policies and work rules shall be as follows:

1. Verbal warning or written warning provided however, that all verbal warnings are documented.

2. Written warning

3. Final written warning and/or up to a three (3) working day suspension, and/or possible imposition of an appropriate period of the employee being placed "on probation."

4. Termination.

SIGNED THIS 7 DAY OF JANUARY, 2008

FOR THE EMPLOYER:

BROWN-MINNEPOLIS TANK -
NORTHWEST, LLC

BY *Rolli E. Quinn*

TITLE *BUSINESS UNIT MANAGER*

FOR THE EMPLOYEES:

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP-
BUILDERS, BLACKSMITHS, FOR-
GERS, AND HELPERS, LOCAL 104

BY *Ray Adams*

TITLE *Business Manager*

APPENDIX B

ALCOHOL AND DRUG POLICY/PROCEDURE

It is Company policy that:

1. Being under the influence of alcohol or drugs while at work or on the Employer's premises is prohibited.
2. Being under the influence of alcohol or drugs while operating the Employer's equipment, vehicles, or traveling on the Employer's behalf is prohibited.
3. The unlawful manufacture, distribution or transfer, dispensation, possession, or use of alcohol or drugs (other than prescription medication under the direct supervision of a physician) is prohibited.
4. Except as specifically provided herein there will be no random testing for alcohol and drugs on employees; however, testing on employees may be accomplished when the Employer has reasonable suspicion to believe that an Employee may be under the influence of drugs or alcohol.

The following are procedures that will ensure the effective administration of this policy and it is understood that the following applies equally to all employees, the employer, and on-site subcontractors:

1. Pre-Employment Alcohol and Drug Testing - All offers of employment are made contingent upon the candidates successfully passing an alcohol and drug screening test.
2. Reasonable Suspicion Testing - An employee will be subject to alcohol and drug testing if there is "reasonable suspicion" that they are under the influence of alcohol or drugs while at work. Reasonable suspicion is based on the observations of a supervisor as to appearance, behavior, speech, and/or breath odor. When possible, reasonable suspicion will be confirmed by another supervisor's

observations.

Reasonable suspicion must be used on specific personal observations that Employer Representatives can describe concerning the appearance, behavior, speech or breath odor of the Employee. Reasonable suspicion must be based on direct, first hand observation which shall be documented in writing at the time the Employee is sent to the clinic. When feasible, the Employer shall contact the appropriate Shop Steward or Business Representative prior to the testing on any Employee. Documentation resulting in an Employee being tested will be provided in a timely manner to the appropriate Union Representative.

3. Post-Accident/Injury Testing - Any employee involved in an accident which damages the Employer's equipment, vehicle, or other property, or has an injury requiring medical care may be subject to drug and alcohol testing. Any accident involving a personal injury requiring medical attention will require a drug and alcohol test.

4. All testing to be by non-invasive method.

5. Delivery/pick up personnel will be subject to testing when required by the Federal Highway Administration or other regulatory agency as follows:

- Biennial (if required by law) physical examinations
- Post-accident testing
- Reasonable cause testing
- Pursuant to a random testing program

Accidents and injuries must be reported to supervision as soon as possible after the occurrence, even if this means interrupting the normal work schedule. The employee has the responsibility to be available for drug and alcohol testing immediately following the accident. A supervisor or other designated person will accompany the employee to the medical facility selected as the collection site. Employees sent to the collection site must not drive themselves.

NOTE: Refusal to provide a specimen will constitute the presumption of being under the influence and the employee will be subject to the same disciplinary actions that are prompted by a positive test.

The laboratory will test for the drugs listed below. The presence of any of

these substances above the cut-off value constitutes a "laboratory-positive" test. All specimens deemed "positive" by the laboratory will be retained at the laboratory for a period of one year.

<u>Initial Test (Paid by Employer)</u>	<u>Cut-Off Levels (ng/ml)</u>
Amphetamines	1,000
Cocaine Metabolites	300
Marijuana Metabolites	50
Opiate Metabolites	* 300
Phencyclidine	25
Alcohol	.04%

* 25 ng/ml if immunoassay specific for free morphine

<u>Confirmatory Test (Paid by Employer)</u>	<u>Cut-Off Level (ng/ml)</u>
Amphetamines and Methamphetamine	500
Cocaine Metabolites	150
Marijuana Metabolites	15
Opiates (Morphine or Codeine)	300
Phencyclidine	25
Alcohol	.04%

Any employee who may operate the Employer's vehicles, equipment, or machinery and is taking a prescribed medication or over-the-counter medication such as Amphetamines, Methamphetamines, Opiates (e.g. Codeine, Valium) etc., must report this use to his/her supervisor prior to beginning work. The Employer may assign this employee to another job until they are no longer using any of these substances, or the Employer may send the employee home.

Disciplinary Action:

During the time immediately following an incident or accident, the employee will be prohibited from returning to work and placed on administrative leave. If the test is negative the employee will be immediately returned to work and paid all lost wages and benefits resulting from being placed on leave. If the test and confirmation are laboratory-positive, the employee will be subject to disciplinary action up to and including termination.

NOTE: Any employee who volunteers to participate in a drug and/or

alcohol rehabilitation program prior to an incident, accident, or injury will not be subject to disciplinary action. However, a condition of continued employment is that the employee will remain drug and alcohol free and consent to random drug and alcohol testing for a period of 18 months. Tests to be paid by employer.

Any employee who refuses to participate in, cooperate with, or abide by this policy or their own program of treatment or rehabilitation may be terminated.

Employees entering counseling and/or a rehabilitation program for substance abuse are required to sign a release of information. This release allows the rehabilitation program provider to release information regarding the treatment to the Employer.

NOTE: After an employee has been referred for counseling or rehabilitation program, a condition of continued employment is that the employee will remain drug and alcohol free and consent to random drug and alcohol testing for a period of 18 months.

Participation in any program shall be held in the utmost confidence.

Definitions:

"Accident" - Any incident in which the Employer's equipment or vehicle operated by an employee causes damage to any person, equipment, vehicle or other property.

"At Work" - An employee is "at work" while on Employer property and/or at any time while being paid by the Employer.

"Under the Influence of alcohol or drugs" - An employee's drug and alcohol confirmation test is "laboratory-positive" as defined above.

"Incident" - Any situation not described in "Accident" which may be considered to be influenced by alcohol, drugs, or both as described in "Reasonable Suspicion Testing".

SIGNED THIS 7 DAY OF JANUARY, 2008

FOR THE EMPLOYER:

BROWN-MINNEAPOLIS TANK -
NORTHWEST, LLC

BY Rollie L. Brown

TITLE Business Unit Manager

FOR THE EMPLOYEES:

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP-
BUILDERS, BLACKSMITHS, FOR-
GERS, AND HELPERS, LOCAL 104

BY Ray Smith

TITLE Business Manager

CONTRACT SUMMARY AND TRANSMITTAL REPORT

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CFL

1 - COMPANY INFO	
LODGE: <u>104</u>	FILE NUMBER: (HQ USE ONLY) _____
COMPANY NAME: <u>BMT-NW, LLC</u>	PHONE: <u>(360) 352-7575</u>
COMPANY CONTACT: <u>Rollie Irwin</u>	TITLE: <u>Manager</u>
MAILING ADDRESS: <u>PO Box 9</u>	CITY: <u>Olympia</u> STATE: <u>WA</u> ZIP: <u>98507-0009</u>
PLANT LOCATION (IF DIFFERENT FROM ABOVE): <u>1218 West Bay Drive</u>	
PARENT COMPANY: <u>BMT (Brown Minneapolis Tank)</u>	LOCATION: <u>New Mexico</u>

2 - GENERAL CONTRACT INFORMATION	
EFFECTIVE DATE: <u>9/2/07</u>	TERM DATE: <u>9/5/2010</u>
SIZE OF IBB UNIT: <u>35</u>	NO. OF IBB MEMBERS: <u>35</u>
COVERAGE OF UNIT	DUES CHECKOFF
UNION SHOP _____	IRREVOCABLE _____
AGENCY SHOP _____	VOLUNTARY _____
RECOGNITION _____	NONE _____
TOTAL NUMBER OF EMPLOYEES IF THIS IS MULTI-CRAFT: _____	TYPE OF BARGAINING UNIT: <u>Tank Fabrication</u>
UNION LABEL CLAUSE IN AGREEMENT: <u>No</u>	TYPE OF PRODUCT: (INCLUDE BRAND NAMES) <u>Tanks</u>

3 - WAGE INCREASES		WAGE	NEW ASTHE	EFFECTIVE	ENTER YES/NO OR AMOUNT
Inc 1998: \$ _____ or _____ %		<u>22.02</u>		<u>9/2/07</u>	COLA: <u>No</u>
Inc 1999: \$ _____ or _____ %		<u>22.90</u>		<u>9/7/08</u>	INCENTIVE: <u>No</u>
Inc 2000: \$ _____ or _____ %		<u>23.81</u>		<u>9/6/09</u>	BONUS: <u>No</u>
Inc 2001: \$ _____ or _____ %					GAIN SHARING: <u>No</u>
Inc 2002: \$ _____ or _____ %					MERIT: <u>Yes</u>
Inc 2003: \$ _____ or _____ %					APPRENTICE: <u>Yes</u>
Inc 2004: \$ _____ or _____ %					TRAVEL PAY: <u>Yes</u>
Inc 2005: \$ _____ or _____ %					DIRTY PAY: <u>No</u>

IS THERE A TWO-TIER WAGE SCALE: _____ COMMENTS: _____

4 - ADDITIONAL PAY			
SECOND SHIFT: <u>75¢</u>	REPORT IN PREMIUM _____	CALL IN PREMIUM _____	
THIRD SHIFT: <u>1.00</u>	REPORT IN PAY: _____	CALL IN PAY: _____	
OVERTIME	REPORT IN HOURS: <u>max 4 hrs</u>	CALL IN HOURS: <u>max 4 hrs</u>	
DAILY: <u>1 1/2 x after 10</u>	SATURDAY: <u>1 1/2 x 2x after 10</u>	6TH DAY: _____	DOUBLE TIME AFTER: <u>12 hrs</u>
WEEKLY: <u>After 40</u>	SUNDAY: <u>2x</u>	7TH DAY: _____	HOLIDAY: <u>2x</u>

5 - GRIEVANCE PROCEDURE		
ARBITRATION: <u>X</u>	ARBITRATION AGENCY _____	PAYMENT OF ARBITRATION FEE _____
STRIKE: _____	FMCS: <u>X</u>	SPLIT: <u>X</u> LOSER: _____
NUMBER OF STEPS: <u>5</u>	AAA: _____	OTHER: _____
	OTHER: _____	IS THERE A FAMILY MEDICAL LEAVE POLICY? <u>No</u>
ARE GRIEVANCE INVESTIGATIONS AND HEARINGS ALLOWED ON COMPANY TIME: <u>No</u>		
DO YOU HAVE A SUBSTANCE ABUSE POLICY: <u>Yes</u> (IF YES, PLEASE SUBMIT A COPY FOR OUR FILES)		
DO YOU HAVE SOME TYPE OF LABOR-MANAGEMENT COOPERATIVE PROGRAM: <u>No</u>		

6 - ADDITIONAL BENEFITS

NUMBER OF PAID HOLIDAYS: 9

FUNERAL LEAVE DAYS: 2 if 2+ Years Seniority
1 if 1+ Year Seniority

SEVERANCE PAY: No

PAID DAYS OFF FOR JURY DUTY: 2 weeks max
per year.

ENCAMPMENT PAY: No

UNION LEAVE: No

7 - VACATIONS

NUMBER OF HOURS TO BE ELIGIBLE FOR FULL VACATION: 1,600

YEARS OF SERVICE	TIME OFF	PERCENT (IF APPLICABLE)	YEARS OF SERVICE	TIME OFF	PERCENT (IF APPLICABLE)
<u>1+</u>	<u>1 WEEK</u>	<u>2%</u>	<u>17+</u>	<u>4 WEEKS</u>	<u>8%</u>
<u>4+</u>	<u>2 WEEKS</u>	<u>4%</u>	<u>25+</u>	<u>5 WEEKS</u>	<u>10%</u>
<u>9+</u>	<u>3 WEEKS</u>	<u>6%</u>		<u>6 WEEKS</u>	

VACATION NOTES

8 - HEALTH INSURANCE

SELF INSURED: _____

IBB SHOP HEALTH & WELFARE: _____

COMMERCIAL CARRIER: _____

OTHER: A-Plus Benefits

DENTAL: Optional

VISION: Optional

ARE RETIREES COVERED: No

HEALTH INS NOTES: _____

COMPANY PAYS - SINGLE: 100%

EMPLOYEE PAYS - SINGLE: 0

DEDUCTIBLE - SINGLE: 200

EMPLOYEE CO-PAY AMOUNT: 20

MAXIMUM OOP - SINGLE: 3,000

INCREASES PAID BY EMPLOYEE: Nothing until premium exceeds \$740.71 per month

INCREASES PAID BY COMPANY: Yes

MAXIMUM LIFETIME BENEFIT PLAN PAYS: 2,000,000

COMPANY PAYS - FAMILY: 100% up to \$740.71

EMPLOYEE PAYS - FAMILY: Partial

DEDUCTIBLE - FAMILY: 600

PLAN CO-PAY AMOUNT: 20

MAXIMUM OOP - FAMILY: 3,000

9 - LIFE INSURANCE

ACTIVE AMOUNT: 25,000

ADDITIONAL: _____

RETIREE AMOUNT: _____

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT: 25,000

AMOUNT OF SICKNESS AND ACCIDENT: 60%

NUMBER OF WEEKS FOR SICKNESS AND ACCIDENT: 6 months

10 - PENSION

BOILERMAKER PENSION PLAN: Yes

BOILERMAKER ANNUITY: No

COMPANY PENSION PLAN: No

PROFIT SHARING: No

ESOP: No 401-K: Yes

AMOUNT OF CONTRIBUTION: \$2.05 per hour worked

IS THIS BASED ON HOURS WORKED OR HOURS PAID: Hours worked

NORMAL RETIREMENT BENEFIT: 33%

NORMAL RETIREMENT AGE: 65

EARLY RETIREMENT AGE: 55

YEARS OF SERVICE FOR DISABILITY: _____

11 - SAFETY AND HEALTH

SAFETY AND HEALTH CLAUSE: Yes

SAFETY AND HEALTH COMMITTEE: No

MEETINGS HELD ON COMPANY TIME: No

FREQUENCY OF MEETINGS: N/A

PRESCRIPTION SAFETY GLASSES ALLOWANCE: No

SAFETY BOOT ALLOWANCE: No

OTHER SAFETY EQUIPMENT PROVIDED: Yes

SUBMITTED BY: [Signature]

POSITION: Bm/ST

DATE: 2/14/08