

AGREEMENT

By and Between

TRI-STATE CONSTRUCTIONS, INC.

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS,
FORGERS, WELDERS AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104****ARTICLE 1 - PREAMBLE**

This Agreement is made by and between TRI-STATE CONSTRUCTION, INC. (hereinafter referred to as the "Employer") and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America AFL-CIO, Local No. 104 (hereinafter referred to as the "Union"), for and on behalf of the employees hereinafter classified.

ARTICLE 2 - RECOGNITION

The Employer recognizes (as far as may be legally possible) now and during the whole term of this Agreement and all renewals thereof the Union as the sole and exclusive collective bargaining agent for all employees of the Employer who work in the classifications set forth in this Agreement.

ARTICLE 3 - UNION SECURITY

Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act, as amended, it is agreed that all employees coming under the terms of this Agreement shall make application and join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the date of signing this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement, and any renewal thereof. When a new employee is hired under the collective bargaining agreement, the Employer is to advise the Union, by FAX, within twenty-four hours of the following information: Name, social security number, address, telephone number, date of hire, classification and rate of pay.

ARTICLE 4 - MANAGEMENT FUNCTIONS

Subject only to the specific provisions of this Agreement, the management of the plant, the assignment of work, (basic craft distinctions to be preserved) and the direction of the working force shall be the exclusive function of the Employer.

ARTICLE 5 - VACATIONS

Effective **October 1, 2006**, the Employer agrees to pay **\$2.50** per hour for all hours worked, into the employee's vacation fund. This contribution is currently being paid into the Boilermakers National Vacation Trust, however effective **September 1, 2006** this payment will no longer be paid into the Vacation Trust, instead it will be paid into individual savings accounts for each employee at a banking institution that will be mutual agreed to by the Employer and the Union.

ARTICLE 6 - PENSIONS

Effective *October 1, 2006*, the Employer shall pay **\$7.40** into the Boilermaker-Blacksmith National Pension Trust for each bargaining unit employee on all hours worked, for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Boilermaker-Blacksmith National Pension Trust. Prior the anniversary dates of October 1, 2007 and October 1, 2008 the employees covered by this agreement shall have the right by majority vote to divert up to \$.75 of their hourly wage to the pension and should the employees elect to divert money to their pension the change shall take effect on October 1st of the contract year. The Union shall also give written notice to the company prior to such a change taking effect.

ARTICLE 7 - HEALTH, WELFARE AND DENTAL

Section 1. The Employer agrees to pay monthly contributions to Boilermakers National Health and Welfare Fund, 754 Minnesota Avenue Suite 522, Kansas City KS 66101-2766. This monthly contribution shall cover the full cost of providing health, welfare, and dental benefits for employees and their dependents.

Section 2. To provide for the establishment and administration of the Health and Welfare Plan, there shall be executed an Agreement and Declaration of Trust, which shall provide for equal representation of the Employees and the Union through Trustee membership. Said Trustees shall be empowered to procure health and welfare benefits and administer the Trust Agreement within the limitation and provisions of the Trust Agreement.

Notwithstanding the current monthly contribution rate for health, welfare and dental established herein, it is specifically agreed that the Trustees of the fund, if necessary, in the interest of maintaining financial stability in the Trust Fund, may amend such established rates either upward or downward. Such amended rates shall become effective on the first day of the month after the Trustees give written notice to the parties.

Section 3. If the Boilermakers National Health and Welfare Fund requires contributions exceeding the current monthly contribution rate, the increases shall be paid by the employer to maintain benefits. The employer shall make the monthly contribution payment for employees covered by this agreement if the employee is actively working, on temporary layoff status, on vacation, sick, injured, or on any other form of approved leave of absence.

Section 4. The contributions shall be paid to the Trust fund by the fifteenth (15th) day of the month preceding the month in which the employee shall be covered, or by such other due date as may be established by the Board of Trustees. The Board of Trustees shall furnish transmittal forms.

Section 5. The Company will make authorized 401(K) payroll deductions for a qualified plan designated by the Metal Trades (Western Employees Benefit Trust) provided that it can be accomplished legally.

ARTICLE 8 - SCOPE OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements regarding the subject matter of this Agreement shall be deemed to exist, or to bind any of the parties hereto, unless in writing and signed by both parties.

ARTICLE 9 - OVERTIME AND WORK WEEK

Section 1. Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) days per week, Monday thru Friday.

Section 2. All time worked over eight (8) hours per day or work performed on Saturday shall be paid at the rate of time and one-half (1 1/2) the straight-time rate.

Section 3. All time worked on Sunday or on a holiday shall be paid at two times the straight-time rate.

EFFECTIVE DATE AND DURATION

This agreement shall remain in effect until **October 1, 2009**, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of **October 1, 2009**, written notice must be given to the other party sixty days (60) in advance of **October 1, 2009**. If such notice is not given within such time, the Agreement shall be considered automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter.

SIGNED THIS 2nd DAY OF August, 2006

BY:  V.P.
TOM AGOSTINO
TRI-STATE CONSTRUCTION, INC.

BY: 
GARY POWERS
BOILERMAKERS LOCAL 104

SCHEDULE A

<u>CLASSIFICATION</u>	<u>10/1/06</u>	<u>10/1/07</u>	<u>10/1/08</u>
JOURNEYMAN LEAD	\$32.42	\$33.17	\$33.92
JOURNEYMAN	\$29.92	\$30.67	\$31.42
JOURNEYMAN NEW HIRES	First 60 days		80% of Journeyman Rate
	61 st through 365 th day		90% of Journeyman Rate
	1 Year and More		100% of Journeyman Rate

It shall be understood that nothing shall preclude the Employer from paying higher wages, at their discretion.