

 ORIGINAL

**AGREEMENT**

by

and

between

**VIGOR MARINE LLC**

and

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

November 1, 2008 through December 31, 2011

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## PARTNERING TO BUILD A STRONG FUTURE

The Boilermakers/Vigor Marine Partnership is about mutual cooperation and responsibility.

This partnership is about the **unwavering commitment** the parties have to work through and around obstacles that get in the way of our success. **Our partnership is built on a foundation of trust, respect, and understanding of our shared and independent interests.**

The Collective Bargaining Agreement provides general parameters regarding pay, benefits and working conditions. It isn't all encompassing, intentionally. Things not specifically addressed in the Agreement will be worked out collaboratively between the parties to the fullest extent possible. The few times we may not be able to find a solution that meets the interests of both parties, we will quickly put the situation behind us and move on.

Our vision is to build and maintain an exceptionally talented workforce, capitalize on our flexibility, sustain a strong profitable business, and provide a compensation package that rewards outstanding technical skills, quality and productivity.

The partnership is the foundation of Vigor Marine. It is our responsibility to create a work environment that allows our Employees to easily turn the vision into reality.

### The Vigor Code:

1. **Be Smart** – Do the right thing the first time
2. **Be Careful** – Do it safe all the time
3. **Be Productive** – Do a full day's work for a full day's pay...every day
4. **Be Flexible**- Do what is needed to get the job done
5. **Be Considerate** – Treat everyone with dignity and respect

## **PREAMBLE**

This agreement is made by and between VIGOR MARINE, LLC, hereinafter called the "EMPLOYER" and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 104, hereinafter collectively called the "UNION".

## **ARTICLE 1 SCOPE OF AGREEMENT**

### **Section 1.1**

This agreement shall cover all full-time production employees engaged in the construction, conversion, or repair of any vessel, to include (but not limited to) employees performing work in the following disciplines: welding and fitting of steel, repair of propulsion and machinery systems, surface preparation and coating, maintenance and overhaul of piping and fluid systems, electrical generation, distribution, and components and distribution systems, machinery repair and refurbishment. Any Bargaining Unit employee directed by the Employer to work at any other location, domestic or foreign, will remain covered by this Agreement.

### **Section 1.2**

This agreement does not include office clerical employees, guards, and supervisors as defined in the National Labor Relations Act, and all other employee classifications not expressly included in the scope of this Agreement.

### **Section 1.3**

Special agreements modifying the terms and conditions of this agreement will be utilized where necessary to increase market share and work opportunities. These agreements will be written as "Letters of Agreement" for each project.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1**

Management of ship repair operations and the direction of the work force shall be the exclusive function of the Employer; provided however, this shall not be construed as limiting the Union's rights provided in this agreement nor their ability to appeal decisions via the parties established grievance procedure.

### **Section 2.2**

The Employer reserves the right to subcontract work. Upon request of the Union the parties agree to meet and discuss how to increase the amount of available work to be performed by the Bargaining Unit.

### **ARTICLE 3**

#### **RECOGNITION, UNION MEMBERSHIP AND ACTIVITIES**

**Section 3.1 RECOGNITION:**

The Employer recognizes the Union as the sole collective bargaining agent for all bargaining unit Employees engaged in work covered by the "Scope of Agreement".

**Section 3.2 UNION MEMBERSHIP:**

(a) 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.

(b) Employees hired after the effective date of this Agreement shall apply for membership with the Union on the thirty-first 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 their employment. If an employee fails to become a member of the Union by the thirty-first day from the date of his/her employment, the Employer upon written request of the Union shall terminate him/her.

(c) Notwithstanding the aforementioned section and pursuant to state law, the foregoing provisions shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee unions. However, every such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the charitable organization shall be made in accordance with applicable laws.

**Section 3.3 UNION DUES CHECK-OFF ASSIGNMENTS:**

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in the form permitted by the provisions of Section 302(c) of the Labor Employer Act, as amended, the Employer agrees to deduct for working dues an amount of wages once each week which has been or will be in the future authorized by the membership. The working dues, which are deducted, shall be paid monthly by the fifteenth (15) day of the month following the month in which they are deducted.

**Section 3.4 UNION ACTIVITIES:**

After informing and receiving permission from a salaried supervisor, the Union representative may, during non-work time, visit the work location of employees covered by this Agreement. Union membership or legal Union activity shall be allowed at the job site when such activities are not carried on during working hours or so as to interfere with production.

The Union shall inform the employer in writing of the names of its officers and stewards who are authorized to represent the Union. Such information shall be kept up-to-date.

The Employer shall provide the Union with a bulletin board at a reasonable location for its use in communicating to members.

**Section 3.5 BUSINESS REPRESENTATIVES:**

The Business Representatives shall have access to the shipyard and shipyard shops by carrying the proper credentials and access pass. This access will be authorized only if proof of current automobile insurance, valid driver's license and other proper identification are provided by the Business Representative. When on the premises, the Business Representative will notify the Security Representative. It is the intent of the Union not to interfere or cause employees to neglect their work.

**Section 3.6 SHOP STEWARDS**

Shop stewards shall be utilized to assist with the proper administration of the terms of this Agreement. The person designated as steward shall receive his/her fair share of the work that he/she is qualified to perform. If in the Company's discretion the steward is not performing their fair share of the work the parties agree the steward may be laid-off or terminated. In no event shall the Company discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her duties as a steward. Twelve (12) hours advance notice will be given the shop steward if he/she is to be laid off.

There may be a designated Chief Shop Steward on each shift who will be employed during his/her respective term of office when work is available. Such Chief Shop Steward shall be qualified to perform the work available and shall have no noted performance deficiencies.

**ARTICLE 4**

**NO DISCRIMINATION**

The provisions of this Agreement will be applied equally to all employees in the bargaining unit. The Employer and Union agree that there will be no discrimination in employment because of race, color, national origin, age, sex, veteran status, union affiliation, or mental, physical or sensory disability, as defined by Federal and State Laws or any other legally protected status. Compliance with State and/or Federal laws shall not be considered discrimination.

**ARTICLE 5**

**NO STRIKE, LOCK-OUT OR INTERFERENCE OF WORK**

There shall be no lockouts on the part of the Employer, nor suspensions or slow downs of work, mass sick call ins, or strikes on the part of the Employees. This agreement is a guaranty that for its duration there will be no strikes, production slow downs nor interference, nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to the grievance procedure outlined in this agreement. Employees who refuse to cross a picket line may be immediately terminated from employment and such action shall not be subject to appeal. However, employees that refuse to go through a picket line out of concern for personal safety, as verified by the Union and Employer and/or law enforcement personnel, shall not constitute a violation of this clause of the agreement or be cause for discharge.

## **ARTICLE 6 HIRING**

### **Section 6.1**

The Employer has the right to determine the competency and qualifications of its employees.

### **Section 6.2**

Upon request from the Employer, the Union will refer experienced applicants for job openings. When referrals are requested the Local Union will be given as much advance notice as possible but not less than twenty-four (24) hours notice so the Union may have a reasonable opportunity to refer applicants. Such notice shall be provided by the Human Resources Department or other designated representative of the Employer to include the number and qualifications of the Employees needed.

### **Section 6.3**

The Employer retains the right to reject any job applicant referred by the Union. The Employer may discharge any Employee for just and sufficient cause. The Employer agrees to notify the appropriate Union in writing of the name or names of any former Employee or Employees not eligible for rehire.

### **Section 6.4**

The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Employer, and the Employer agrees to not discriminate against Union workers in selecting job applicants referred by the Union.

### **Section 6.5**

The Employer may request any unemployed worker by name and the Union shall refer such worker, if available. The Employer retains the right to call individuals to work directly when needed without prior notification to the Union where the need of additional personnel is required during after hours, weekends or holidays where the Union is closed.

### **Section 6.6**

If the Employer hires persons other than those referred by the Union, it shall advise the Union electronically in writing within two (2) working days after such person is hired as to the name, address, social security number, date of hire, classification, and rate of pay of such Employee. The Employer shall notify the Union of such hiring electronically in writing within two (2) working days as above. The same information shall be furnished by the Employer to the Union within forty-eight (48) hours after the termination of such Employee.

### **Section 6.7**

All Employees referred to the Employer by the Union under this Article shall submit to the making of such records as are, or may be required by the Employer for the purpose of identification.

### **Section 6.8**

In an effort to preserve a drug free and safe work place, the Employer will test all new hires, and rehired employees unless such employee has successfully passed a Company administered test within the last 30 days.

**Section 6.9**

The Union and the Employer agree to hold each other harmless from any monetary damages or penalties assessed against them by any government agency or court of law because of any charge of unfair labor practice or act where such practice or act was proximately or solely caused by the Union or the Employer.

**ARTICLE 7  
SUPERVISION**

**Section 7.1**

Supervision shall be selected with both a view to their knowledge and ability to perform the work at hand and their ability to effectively lead others. Supervisors not in the bargaining unit at the time of their appointment shall join the Union in accordance with the terms of Article 3 of the Agreement.

**Section 7.2**

Supervisory employees shall be paid at least one dollar (\$1.00) per hour above the journey level rate.

**Section 7.3**

All Supervisors, hourly and salaried alike, shall be allowed to work with the tools. However, it is not the intent of the Employer to supplant bargaining unit employees with salaried personnel to perform production work.

**ARTICLE 8  
STANDARD WORK WEEK**

**Section 8.1**

**Employee Work Schedules.** Unless otherwise designated, the work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am Monday and ending the following Sunday. The parties agree that work schedules other than a standard forty-hour Monday through Friday, or weekend based three twelve, work shift shall not be used arbitrarily and only when needed to accommodate specific needs of the Company or Employees. Employees will be assigned in accordance with the provisions of this Agreement to work one of the following schedules:

- a) Five (5) consecutive days of eight (8) hours followed by two (2) days off.
- b) Four (4) days of ten (10) hours followed by a minimum of two consecutive days off.
- c) Three (3) consecutive days of twelve (12) hours followed a minimum of three consecutive days off. Completion of 36 hours worked will be compensated as 40 hours straight time pay, and shall also be used for vacation, holiday, and all fringe benefit funds such as health and pension plans. However, failure to work the three consecutive twelve-hour shifts will result in compensation, vacation etc., to be based on actual hours worked.
- d) Other work schedules as arranged by mutual agreement between the Employee and the Employer.

No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

Start times and lunch for all shifts will be established by the Employer and will be dependent on the nature of the work available.

## **ARTICLE 9 SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

### **Section 9.1**

Regular starting times of the day shift shall be between 5:00 AM and 10:00 A.M. An Employee's regular starting time shall remain in effect for the duration of the workweek; however, once during the workweek the Employer may temporarily change the starting time within the 5:00 A.M. to 10:00 A.M. range. Temporary starting times shall apply to all shifts. The Employer will provide as much advance notice of starting time change as feasibly possible.

### **Section 9.2**

Employees transferred from one shift to another, unless relieved from work at least a full shift as set forth herein before starting their new shift, shall be paid the overtime rate for the first such shift worked. No Employee shall be transferred from his/her regular assigned shift to another shift more than once a workweek, except however, s/he may be returned to his/her regular assigned shift, except in extreme emergency or shortage of workers.

### **Section 9.3**

Employees required to work overtime, unless relieved from work at least a full shift as set forth herein before starting to work on their next regular shift, shall be paid the overtime rate for the next such shift. However, in event an Employee is advised to report to work later than his/her normal starting time for the purpose of allowing him/her at least a full shift relief, s/he shall be paid only for hours worked.

### **Section 9.4 FIRST OR REGULAR DAYLIGHT SHIFT:**

An eight and one half (8-1/2) hour period or ten (10-1/2) hour period less thirty (30) minutes for meals on the Employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times or ten (10) times the regular hourly rate with no premium.

### **Section 9.5 SECOND SHIFT:**

An eight and one-half (8-1/2) hour period or ten (10-1/2) 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) or ten (10) times the regular hourly rate as set forth in Schedule "A", plus twenty-five cents (\$.25) per hour.

### **Section 9.6 THIRD SHIFT:**

An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on Employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in Schedule "A", plus fifty cent (\$.50) per hour.

### **Section 9.7 TWELVE- HOUR WORK SHIFTS:**

A thirteen (13) hour period less sixty (60) minutes for meals on Employee's time. Two (2) thirty (30) minute lunch periods, every four (4) hours on Employee's time shall be allowed. A lunch period shall be allowed, on the Employer's time, at the end of shift if required to work overtime.

**Section 9.8**

The first shift at the startup of any job may fall outside the regular shift language, since vessel arrival times are outside the control of the Employer. Subsequent shifts, however, will be scheduled to start within the parameters set forth in Section 8.1

**ARTICLE 10  
WAGE SCALES**

**Section 10.1**

The Employer agrees to pay to its Employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.

**Section 10.2**

The wage scales established in Schedule "A" shall be considered as minimum wage scales and shall not prevent the Employer from paying higher wages, as they deem appropriate.

**ARTICLE 11  
OVERTIME**

**Section 11.1**

All time worked beyond the established work shift i.e., eight (8) hours, ten (10) hours, or twelve (12) hours, or any other mutually agreed to work shift, and hours worked beyond 40 in an established work week shall be compensated at the rate of one and a half times (1.5x) the straight time regular hourly rate.

**Section 11.2**

Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the applicable overtime rate.

**Section 11.3 LUNCH PERIODS:**

**a) MID-SHIFT MEAL PERIOD, NON-OVERTIME SITUATION:**

An Employee required to work through his/her regular mid-shift meal period shall receive the established overtime rate for such meal period and shall thereafter be allowed another meal period to eat his/her meal on the Employer's time. If, for any reason, the Employer is unable to provide the second meal period before the end of the shift, the Employee will be paid a second one half (1/2) hour at the overtime rate.

**b) MEAL PERIODS FOR DAILY OVERTIME SITUATIONS:**

An Employee who works more than two (2) hours past his/her regularly scheduled shift shall be given an additional meal period of thirty (30) minutes on the Employer's time. If the meal period is not given by the end of the third (3rd) hour of continuous overtime, the Employee shall be provided a thirty (30) minute meal period on the Employer's time at the applicable overtime rate. An Employee not given an opportunity to eat his/her lunch on the Employer's time shall be paid an additional 1 hour overtime. Employee's that continue to work overtime shall be allowed a meal period of thirty (30) minutes on the Employer's time for each additional four (4) hours continuously worked following the aforementioned meal period.

**Section 11.4**

Holiday pay shall be treated as time worked for the purposes of calculating overtime.

**ARTICLE 12  
HOLIDAYS**

**Section 12.1**

An Employee who works an eight (8) hour, five (5) day a week shift shall receive eight (8) hours the straight time day shift rate of pay, or an employee who works a ten (10) hour, four (4) day a week shift shall receive ten (10) hours of pay at the straight time day shift rate for the following holidays, provided:

(a) The Employee has been an Employee of the Employer for a) at least fifteen (15) calendar days immediately prior to the recognized Holiday, and b) has worked his/her last scheduled workday before and after the designated holiday.

**Section 12.2**

The following are official paid holidays for all full time employees.

<b>No.</b>	<b>Holiday Observed</b>	<b>Date Recognized</b>
1	New Year's Day	January 1
2	President's Day	Third Monday in February
3	Memorial Day	Last Monday of May
4	Independence Day	July 4 <sup>th</sup>
5	Labor Day	First Monday in September
6	Thanksgiving Day	Forth Thursday in November
7	Day After Thanksgiving	Forth Friday in November
8	Christmas Day	December 25th
9	Day Before or After Christmas	As Designated By Operations
10	Day Before or After New Year's Day	As Designated By Operations

**Section 12.3**

All time worked on the aforesaid holidays shall be compensated for at one and a half times the regular straight-time dayshift hourly rate.

**Section 12.4**

Should any of the above holidays fall on Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. In cases where the above listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

**ARTICLE 13  
VACATION PAY**

**Section 13.1**

An Employee shall be eligible to accrue vacation pay upon a) working 160+ hours and b) completion of their first six (6) months of employment. Should an employee not achieve 160 hours during this initial six month period then time worked in the following month (7<sup>th</sup>) shall be counted dropping off the first month and so on.

a) Upon completion of the eligibility requirement vacation pay shall accumulate at 5% of the regular dayshift straight time hourly rate for each hour worked beginning on the first day worked of the month following their eligibility.

**Section 13.2**

Employees are encouraged to take their vacation and may do so at any time of the year. Vacation may not be taken in increments of less than two (2) hours. Vacation compensation shall not be considered as time worked.

**Section 13.3**

Actual time off requires advance supervisory approval so that arrangements may be made to avoid any inconvenience to the customer. An Employee deciding to take their vacation pay in lieu of time off may do so only one time per month. When an Employee who is currently employed decides to request vacation/vacation pay, the Employee must complete a vacation/vacation pay request form available in the main office and have supervisor approval before vacation can start. When vacation pay is approved, the vacation paycheck will be mailed to the Employee's address on file in the main office unless other previous arrangements have been made with the office. Employee vacation pay requests will be processed once a month.

**Section 13.4**

Vacation not taken during the year will be paid out automatically on an Employee's hire-in anniversary date and mailed to the last known address on file in the office.

**Section 13.5**

It is understood and agreed by the signatory Parties that vacation pay accrued shall be paid to qualified employees upon termination for cause or voluntary quit. Vacation benefits shall immediately cease when an employee is terminated for cause or voluntarily quits.

**ARTICLE 14  
DIRTY PAY**

**Section 14.1**

It is the intent of the parties to limit the applicability of dirty pay to Employee's in situations that are exceptionally dirty, disagreeable, or unpleasant relative to shipyard work. Therefore, employees required to work in tanks, bilge's, sumps or under floor plates where oil or water has accumulated, or in boilers, uptakes or stacks, or in areas in the machinery where an unusually dirty condition exists, shall be paid at the overtime rate for hours engaged in such unusually dirty work. However, when cleaning or working in septic systems containing human waste, double time (2x) shall be paid for all classifications. A salaried supervisor will determine if unusual dirty conditions exist in the areas prior to the Employee being assigned.

The parties recognize the nature of work within the shipyard industry requires working in conditions more dirty, disagreeable, and unpleasant than in other industries in the trades. Therefore, The Employer shall determine in advance what areas warrant dirty pay or human waste pay, but shall not exercise this prerogative arbitrarily.

**Section 14.2**

The Employer shall provide necessary appropriate protection (i.e. clothing, gloves, breather) when working on septic systems. It is not the intent of this provision to discontinue the use of tank cleaning and other cleaning services. The Employer will implement a policy to flush and sanitize all septic systems prior to beginning repair work

**Section 14.3**

When an Employee's clothing or body becomes soaked or contaminated with human waste, water or oil due to circumstances beyond their control, and when the incident is properly reported, the Employee shall be given a reasonable opportunity, on the Employer's time, to clean up and/or change clothing. When circumstances require the Employee to leave the yard or job site before the end of the shift they shall be compensated (not to exceed two (2) hours). Otherwise they shall be paid at the straight-time rate until the end of the shift.

**ARTICLE 15  
REPORTING PAY AND MINIMUM PAY**

**Section 15.1**

Employees reporting for work that arrive on time or as otherwise scheduled, unless advised by the Employer at least eight (8) hours prior to such time to not report for work, shall receive not less than four (4) hours pay. Shift hours shall not be reduced arbitrarily.

**Section 15.2**

Employees required to report for work not continuous with their regular assigned shift hours, or on their scheduled day off and holidays, and that arrive to work as directed, shall receive not less than two (2) hours pay at the overtime rate.

**Section 15.3**

Employees required to report for work and not used shall receive four (4) hours straight time pay. An Employee refusing another assignment of work and electing not to work for the show up hours will not receive show up pay.

**Section 15.4**

The foregoing rules (Sections 15.1, 15.2, and 15.3) shall not apply where an Employee is not put to work because of bad weather, vessel availability or breakdown of machinery, except that this shall not be construed to cover failure to have work.

**Section 15.5**

Employees who fail to report as scheduled, voluntarily quit or are discharged for cause shall be paid only for actual hours worked.

**Section 15.6**

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.

**Section 15.7**

In the event the supervisor requests the Employee who has reported for work at his/her 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 four (4) hours pay at his/her regular rate of pay.

**ARTICLE 16**  
**SAFETY AND SUBSTANCE ABUSE PROGRAM**

**Section 16.1 SAFETY:**

The Employer, Union, and Employees are dedicated to the concept that all accidents are preventable. Accordingly, all Parties are committed to achieving and sustaining Zero Accident Tolerance through continuous improvement practices. The Employer and its Supervisors shall enforce safety health and sanitation measures as required by law and take appropriate corrective action to eliminate hazardous conditions and practices and each Employee is expected to follow safety rules and policies.

**Section 16.2**

Prompt ambulance service and first aid to injured workers shall be provided on all shifts and a safety person shall be employed and made responsible for the proper enforcement of safety rules. All first aid personnel shall be identified and signs indicating location of first aid stations shall be posted.

**Section 16.3**

An Employee suffering an industrial injury who is advised not to resume work by a nurse, first aid attendant or by a physician to whom they have been referred, shall be paid, pursuant to the terms of this Agreement, to the end of the shift on which the injury occurred. In the event an Employee reports an-injury immediately following its occurrence to the nurse, first aid attendant, or physician designated by the Employer, and had completed working the shift during which they sustained the injury, and the following day after reporting for work, is advised by the nurse, first aid attendant or physician to whom they were referred to by the Employer, not to continue work because of said injury, they shall be paid to the end of said shift.

**Section 16.4**

It is understood that matters dealing with safety should be presented first to the Employer and/or the safety committee prior to the matter being referred to governmental agencies.

**Section 16.5**

When an Employee is directed by the Employer to undergo a physical exam, the Employer shall pay the exam in full and the Employee shall be paid for his/her time. The Employer shall pay pre-employment physicals in full but the applicant shall not be paid for the time.

**Section 16.6 SUBSTANCE ABUSE PROGRAM:**

An Employee who is under the influence of alcohol or drugs is a danger, not only to themselves but all Employees. The parties have agreed to work together to create a work environment free from the effects of Employees impaired by the use of alcohol or drugs, through the use of pre-hire, random, and for cause testing. Further unauthorized possession, manufacture, use, or distribution of alcohol and drugs within the work environment is strictly prohibited.

**Section 16.10**

Every Employee shall be subject to the conditions outlined in the Employer's Drug & Alcohol (D&A) Policy. The Employer also retains the right to amend the terms and conditions of the D& A Policy for the purpose of modifying it due to the changing needs of the Employer's customer or to stay in compliance with legislation. The Employer shall notify the Union within five (5) working

days of changes to terms and conditions in the Employer's D&A Policy. This Employer's D&A Policy will have no expiration date and will not be affected by the duration of this contract. This provision shall not be construed as limiting the Union's rights under Article 22, Grievances and Complaints.

## **ARTICLE 17 PAY DAY**

### **Section 17.1**

Paydays shall be weekly and in no case shall more than seven (7) calendar day's pay be held back.

### **Section 17.2**

In case an Employee is laid off quits, or is discharged by the Employer, s/he shall receive their pay in compliance with State Law.

### **Section 17.3**

All paychecks will be available at the Employer's office on Friday mornings by noon, regardless of Employee's shift.

### **Section 17.4**

Any error in an Employee's pay check which is greater than sixty five dollars (\$65.00) shall be corrected by the Employer within two (2) working days from the time the error was brought to the Employer's attention; otherwise the error shall be corrected on the next regular pay day.

## **ARTICLE 18 TRAVEL TIME AND OUT OF YARD WORK**

### **Section 18.1**

If assigned to a job considered to be "out of town" or outside the general commuting area, the Employer may provide a transportation vehicle. The driver of the vehicle shall be selected by Management and shall receive compensation for time spent driving the vehicle. Passengers in the vehicle shall receive one (1) hour of overtime in consideration for time spent as a passenger. All such Employees shall report directly to the assigned job site on time as scheduled. The Employer shall pay all travel tolls not ordinarily incurred by the Employee.

The Employer will annually review and update the defined commuting areas for employees. Presently, the general commuting area is considered to be travel of 65 miles or less from the Employee's regular place of employment (i.e., Everett). The Employer agrees to provide a daily stipend of no less than \$15 when an Employee is assigned to an operating location that is more than 35 miles one way from their regular place of employment.

### **Section 18.2**

Employees sent to work out of town shall be provided with lodging, which may include sharing a room with another Employee. At the Employer's discretion reimbursement or a flat daily per diem, for reasonable meal expenses will be provided. The Employer shall provide transportation or pay mileage allowance not to exceed the IRS recommended guideline. Unusual circumstances will be handled on their individual merits.

**Section 18.3**

Alternatively, and at the option of the Employer, Employees who provide their own RV's or wish to secure their own out of town accommodations shall be given \$30 per day. Employee's allowed this option will be required to maintain reasonable communications with the Employer.

**Section 18.4**

There will be no guaranteed minimum number of hours worked per day for out of town work, although the Employer will attempt to maximize the Employee's earning opportunities in such situations. If work is temporarily not available during out of town work situations and Employees are asked to standby, Employees will continue to receive expense allowances as provided in this Article.

**ARTICLE 19  
GRIEVANCES AND COMPLAINTS**

**Section 19.1**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.

**Section 19.2**

Grievances. A "grievance" means a claim or dispute with respect to the interpretation or application of the provisions of this Agreement. An Employee or group of Employees who feel they have a grievance shall notify the appropriate member of Management as prescribed in this section.

From time to time, the Company will designate a manager in each regional operation to receive grievance notices. Such designation shall be provided to the Union in writing.

The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

**Section 19.3**

Step 1. If unable to resolve the grievance informally with the immediate supervisor, the Union representative shall present the grievance in writing to his/her immediate supervisor. Copies of the grievance shall be filed with the supervisor. The apparent existence of a grievance should be presented as soon as possible, but not later than five (5) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include:

- a) The specific facts giving rise to the grievance, including the date the grievance arose;
- b) The section of the Agreement claimed to be violated;
- c) The remedy sought;
- d) The date and signature of the grievant, and/or Union representative;

**Section 19.4**

The Employee/Union Representative and supervisor will meet no later than five (5) calendar days following such notice to resolve the issue. The supervisor will provide a written statement of

whether the grievance was resolved at Step One within five (5) calendar days after the termination of such meeting.

#### **Section 19.5**

**Step 2.** If the grievance is not resolved at Step 1, the aggrieved Employee or the Union shall submit the written grievance to the designated Manager within fourteen (14) calendar days, following the supervisor's response. The designated Manager shall respond in writing to this grievance within fourteen (14) calendar days.

#### **Section 19.6**

**Step 3.** If the grievance is not resolved at Step 2, the Employee or Union may submit the written grievance to the Human Resources Department as the Employer's designee for Labor Relations within fourteen (14) calendar days of receipt of the designated Manager's response. The General Manager or Vice President, Human Resources Representative, and Union representative shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Human Resources Representative will provide a written decision on the matter to the Union not later than fourteen (14) calendar days following the meeting.

#### **Section 19.7**

**Step 4.** Not later than fourteen (14) calendar days following the conclusion of Step 3, either party may submit the grievance to the Standing Committee for review. This Committee shall consist of: the International Union Representative or their designated representative, the Local's Business Representative and two members of the Company's senior management team. The Standing Committee shall meet within twenty (20) business days of receipt of the request for a Standing Committee hearing. The goal of this meeting is to consider the facts of the grievance, the applicable contract terms, and determine if an acceptable resolution can be reached. If a settlement is reached, it shall be written and signed by the parties and shall be considered final and binding.

#### **Section 19.8**

**Step 5.** If a satisfactory resolution is not achieved 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. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within fourteen (14) calendar days, the party initiating the grievance will request from the Federal Mediation and Conciliation Service a list of seven arbitrators. The cost of the list will be equally borne by both parties. The arbitrator will be chosen from the list by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The order of striking names will be determined by the flip of a coin, with the loser going first on striking names from the list.

#### **Section 19.9**

**Time Limits.** The time limits set forth in this Article may be extended by mutual written agreement between the Employer and Union. If the Union fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the Employer fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

**Section 19.10**

**Arbitration.** The decision of the arbitrator shall be final and binding upon the parties. The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved Employee or Union representative at Step 2 of the grievance procedure.

Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a verbatim transcript of the proceedings, the parties shall split the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretation of the Agreement. Only one dispute or grievance shall be the subject of any arbitration unless the parties expressly agree to the contrary. In his/her decision, the arbitrator shall specify whether or not the decision is retroactive and the effective date thereof, providing that in no case shall the finding be retroactive beyond the date the grievance was filed.

**Section 19.11**

**Informal Discussion Permitted.** Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an Employee, Union Representative, and the appropriate member of Management, provided that the time limits set forth above are followed.

**Section 19.12**

**Confidentiality.** All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

**Section 19.13**

**Employer Initiated Grievance.** The Employer is entitled to initiate a grievance against the Union. Within fourteen (14) days of the date giving rise to the grievance, the Employer representative shall advise the Union staff representative, in writing, of the grievance. The Employer and Union representatives shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Union shall respond in writing within seven (7) calendar days. Within fourteen (14) days of receipt of the Union's response, the Employer may submit the grievance to arbitration as provided in Step 4 above.

**ARTICLE 20**  
**HEALTH, WELFARE AND PENSION PLAN**

**Section 20.1**

Effective January 1, 2009, the Employer shall pay \$6.40 per work hour into a jointly administered Health & Welfare and Pension Trust Fund, and shall also pay the full rate increases thereafter as required by the Trust to provide full maintenance of benefits.

Effective January 1, 2009, the Employer pension contribution rate will increase from \$.80 cents per work hour to \$1.00 per work hour.

Upon mutual agreement with the Union, An Employer provided Health Insurance Plan may be offered in lieu of the Union Health and Welfare plan for certain regional operations.

**Section 20.2**

After working 90 cumulative hours within three (3) consecutive calendar months, Employees shall be offered the ability to participate in a Company 401(K). Once an Employee is qualified they will remain qualified. The Employer shall match Employee contributions into the 401(K) Plan up to a maximum of 4% of gross earnings. Employees are immediately vested in the Plan, which includes the Employer's matching contributions.

**Section 20.3**

Upon the failure of the Employer signatory to this Agreement to make any of the payments required by this Article, the Union may undertake legal and/or economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be a violation of this Agreement or any of the provisions thereof.

**ARTICLE 21  
TOOLS**

**Section 21.1**

Employees will be furnished tools. The Employees shall be responsible for and take all reasonable care and precaution to protect these tools from damage, loss, or theft. The Union agrees to cooperate with the Employer in exercising the intent of this Article toward Employees who are negligent with property supplied to them by the Employer.

**Section 21.2**

Employees shall have sufficient time prior to the end of such shift to put away tools on the Employer's time. Determination of sufficient time shall be at the Employer's discretion

**ARTICLE 22  
MILITARY LEAVES**

**Section 22.1**

Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of USERRA Act of 1994, shall be granted all rights and privileges provided by the Act.

**Section 22.2**

All Employees shall be granted a leave of absence in order to fulfill their obligations to serve in the military services of the United States, active or reserve, including any state or federal National Guard.

**Section 22.3**

Employees required to report for Active Duty Reserve, National Guard Duty, or annual Reserve Duty, after completing 90 days employment from date of hire, shall receive their regular hourly rate of pay not to exceed eighty (80) hours minus military pay in any twelve (12) month period. Evidence of service/pay shall be presented to the Company.

**ARTICLE 23**  
**TRAINING PROGRAM**

**Section 23.1**

In order to ensure a supply of competent, skilled workers, it is agreed that a training program may be established by mutual consent of the Union and the Employer. The terms of such training program shall be mutually agreed upon and shall not conflict with Federal or State laws.

**ARTICLE 24**  
**WELDING TESTS**

**Section 24.1**

The parties recognize that certification to specific welding procedures is required to perform work related to ship repair. Active employees when required by the Employer to take a test shall be paid for four (4) hours straight time day shift rate for each successfully completed weld test. The Company shall not pay for failed weld tests. Individuals failing to successfully complete a weld test will not be permitted to retest for a minimum of thirty (30) days following the date of the most recent failed exam. Permission to retest within the aforementioned waiting period will be given only at the express written consent of Vigor Marine. Employees shall practice to take tests required for employment on their own time. Reasonable access to welding equipment and materials shall be provided by the Employer or through the Union and their training facility.

**ARTICLE 25**  
**OTHER FORMS OF LEAVE**

**Section 25.1**

To the fullest extent permitted, the parties agree the Vigor Marine Collective Bargaining Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of the Collective Bargaining Agreement.

**ARTICLE 26**  
**SAVINGS CLAUSE**

**Section 26.1**

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 force and effect.



**SCHEDULE "A"**  
**MINIMUM RATES OF PAY AND HEALTH INSURANCE CONTRIBUTIONS**

**WAGES**

**Classifications and rates (per hour)**

Classifications	Wage 1-6-08	Health Trust	Pension	Total
Journey Level	\$21.94	\$5.25	\$.80	\$27.99
Associate	\$12.10 or higher	\$5.25	\$.80	\$18.15

Classifications	Wage 1-1-09	Hourly increase	Health Trust	Pension	Total	Total Increase**
Journey Level	\$24.15	\$2.21	\$5.40	\$1.00	\$30.55	\$2.56
Associate	\$14.30 or higher	\$2.20	\$5.40	\$1.00	\$20.70 +	\$2.55

Classifications	Wage 1-1-10	Hourly Increase	Health Trust	Pension	Total	Total Increase**
Journey Level	\$25.75	\$1.60	\$5.60	\$1.00	\$32.35	\$1.80
Associate	\$15.30 or higher	\$1.00	\$5.60	\$1.00	\$21.90 +	\$1.20

Classifications	Wage 1-1-11	Hourly Increase	Health Trust	Pension	Total	Total Increase**
Journey Level	\$27.00	\$1.25	\$5.80	\$1.00	\$33.80	\$1.45
Associate	\$16.30 or higher	\$1.00	\$5.80	\$1.00	\$23.10+	\$1.20

\*\*doesn't include Company 401(K) match of 4%

## **Letter of Understanding and Training Service Agreement**

### **Between Vigor Industrial LLC & the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104**

The parties recognize that highly qualified skilled trades people, particularly certified welders, are in high demand within the local labor market. As a result, it is increasingly difficult to recruit qualified workers for jobs within the Ship Repair industry. To meet production needs, the Employer will continue to notify the Boilermaker's local of staffing requirements for available work and shall also continue to utilize qualified alternative labor/subcontracting sources, which also includes VM Travel Corps. The Employer shall also engage in a variety of recruitment activities i.e., job fairs, job postings, outreach to technical schools, to attract qualified workers to pursue opportunities available at its operating locations.

The parties share a commitment to training individuals for opportunities in ship repair and have also agreed to the following training/recruiting partnership:

- A. The Union shall vigorously pursue avenues to find workers, such as non-union companies, job fairs, and recruitment postings.
- B. The Union shall offer training instruction and practice opportunities at their training center to individuals interested in pursuing employment opportunities with the Employer.
- C. Vigor Marine LLC shall provide local 104 with a monthly stipend of \$5000 to support their training and recruitment efforts.
- D. The Employer shall also provide onsite training opportunities and shall allow local 104 members to use these facilities during non-work time. The training facility shall also have instruction available to trainees i.e., Community College welding courses or a Company provided instructor.
- E. Both parties agree to research training resources and opportunities outside of Everett and Portland to determine if additional partnerships can be developed in those areas to train prospective employees.

It is further understood that this agreement is to be upheld equally by both parties. Additionally, the Union shall not file a formal grievance or complaint regarding the Employer's use of alternative labor sources during the term of this Agreement.

This Agreement supersedes prior agreements and/or LOA's regarding use of alternative labor sources and shall remain in full force and effect until December 31, 2009 and shall expire unless extended by mutual agreement.

## **Letter of Understanding and Training Service Agreement**

### **Between Vigor Industrial LLC & the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104**

The parties recognize that highly qualified skilled trades people, particularly certified welders, are in high demand within the local labor market. As a result, it is increasingly difficult to recruit qualified workers for jobs within the Ship Repair industry. To meet production needs, the Employer will continue to notify the Boilermaker's local of staffing requirements for available work and shall also continue to utilize qualified alternative labor/subcontracting sources, which also includes VM Travel Corps. The Employer shall also engage in a variety of recruitment activities i.e., job fairs, job postings, outreach to technical schools, to attract qualified workers to pursue opportunities available at its operating locations.

The parties share a commitment to training individuals for opportunities in ship repair and have also agreed to the following training/recruiting partnership:

- A. The Union shall vigorously pursue avenues to find workers, such as non-union companies, job fairs, and recruitment postings.
- B. The Union shall offer training instruction and practice opportunities at their training center to individuals interested in pursuing employment opportunities with the Employer.
- C. Vigor Marine LLC shall provide local 104 with a monthly stipend of \$5000 to support their training and recruitment efforts.
- D. The Employer shall also provide onsite training opportunities and shall allow local 104 members to use these facilities during non-work time. The training facility shall also have instruction available to trainees i.e., Community College welding courses or a Company provided instructor.
- E. Both parties agree to research training resources and opportunities outside of Everett and Portland to determine if additional partnerships can be developed in those areas to train prospective employees.

It is further understood that this agreement is to be upheld equally by both parties. Additionally, the Union shall not file a formal grievance or complaint regarding the Employer's use of alternative labor sources during the term of this Agreement.

This Agreement supersedes prior agreements and/or LOA's regarding use of alternative labor sources and shall remain in full force and effect until December 31, 2009 and shall expire unless extended by mutual agreement.

Dated this 29<sup>th</sup> day of October, 2008

Vicki Taylor  
Vicki Taylor,  
Vigor Industrial LLC

10/29/08  
Date

Gary Powers  
Gary Powers  
Boilermakers Local 104

10/29/08  
Date

James A. [Signature]  
Witness

10/29/08  
Date

**Memorandum of Understanding**

**Between Vigor Marine & International Brotherhood of Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers and Helpers, Local 104**

The parties mutually agree to the following contract amendment with regard to Health Insurance as it applies to Vigor Marine employees whose primary work location is in Portland, Oregon.

**ARTICLE 20**  
**HEALTH, WELFARE AND PENSION PLAN**

**Applicable to Employees whose primary work location is Portland, Oregon.**

Effective May 1, 2008 Vigor Marine Employees who are based in Portland, Oregon shall be eligible for the following health insurance options:

Individuals employed on the date this MOU was initially agreed were given 30 days to decide if they wanted to continue participating in the Boilermaker's Health & Welfare Trust or if they wanted to enroll in an Employer provided health and welfare plan. Both plans have different eligibility rules. The cost for either plan was fully funded by the Employer.

Individuals employed on or after May 1, 2008 shall be eligible to enroll in an Employer provided health insurance plan. Employees must work eighty (80) hours in a calendar month to be eligible for Health and Welfare coverage for the following month. The Employer plan shall provide employees with: a base life insurance policy of not less than \$20,000; short long term disability benefits; and health and dental insurance coverage for employees and dependent family members.

During the term of this MOU, the Employer has complete authority to select and change the providers of the health care, dental, and life insurance benefits, so long as the health and dental insurance coverage remains relatively equal to the plans in effect at the time this Memorandum of Agreement was entered into.

The parties further agree that in the event a Vigor Marine employee is assigned to work at a location outside their primary work base i.e., Everett based person is assigned temporarily to a job in Portland, or a Portland based person is temporarily assigned to the Bay Area, their benefit plan shall remain unchanged.

This agreement, unless extended by mutual agreement, shall be in effect for the duration of the November 1, 2008 – December 31, 2011 Collective Bargaining Agreement.

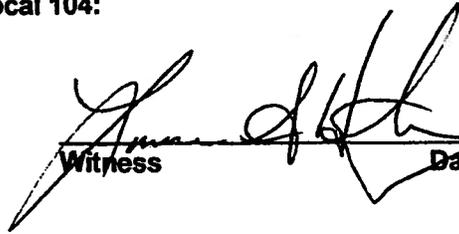
Dated this 29<sup>th</sup> day of October, 2008

**Vigor Marine:**

Vicki Taylor 10/29/08  
Vicki Taylor Date

**International Brotherhood of Boilermakers, Local 104:**

  
\_\_\_\_\_  
Gary Powers                      Date                      10/29/08

  
\_\_\_\_\_  
Witness    Date                      10/29/08

\*This MOU does not apply in any way to those employed via the Vigor Marine Travel Corps Agreement.

**Memorandum of Understanding**

**Between Vigor Marine & International Brotherhood of Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers and Helpers, Local 104**

The parties mutually agree to the following contributions towards the Seattle Boilermakers Apprenticeship Training program (Uptown shops and shipyards):

Employer Contribution: \$.10 cents per work hour.  
Employee Contribution: \$.07 cents per work hour.  
**Total Contribution: \$.17 cents per work hour.** (To be submitted by Co. on Transmittal Form)

This agreement is expressly limited to employee hours worked in ship repair activities in the State of Washington. Said contributions shall apply on March 1, 2007 for all hours worked in March 2007. The Employee contribution shall be accomplished through a \$.07 cent an hour reduction in their hourly rate of pay (effective March 1, 2007).

It is further understood that this agreement, unless extended by mutual agreement, shall expire on January 15, 2010.

Dated this 29<sup>th</sup> day of October, 2008

**Vigor Marine:**

Vicki Taylor 10/29/08  
Signing Authority Date

**International Brotherhood of Boilermakers, Local 104:**

Ray Powers 10/29/08  
Signing Authority Date

James A. H. 10/29/08  
Witness Date

**Memorandum of Understanding**

**Between Vigor Marine & International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers, Local 104  
To Establish Hiring Practices, Training Program Applicability, and Minimum Rates of Pay for  
Employees Engaged in Barge Construction Work**

The parties entered into an agreement on November 2<sup>nd</sup> 2006 that stated it would renew annually thereafter unless either party served notice of intent to cancel. In light of the CBA that addresses work rules and conditions for US Barge, both parties agreed to terminate this agreement.

Dated this 29<sup>th</sup> day of October, 2008

**Vigor Marine:**

Vicki Taylor 10/29/08  
Signing Authority Date

**International Brotherhood of Boilermakers, Local 104:**

Raymond 10/29/08  
Signing Authority Date

Ann 10/29/08  
Witness Date