

A G R E E M E N T

by and between

CBI SERVICES, INC.

and

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

WAGE SCALES AND WORKING RULES COVERING
SHOP MANUFACTURING AND OUTSIDE REPAIR WORK

ARTICLE 1
RECOGNITION

Section 1. CBI SERVICES, INC. hereby recognizes (as far as maybe legally admissible) now and during the whole term of this contract and all renewals thereof, the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA, LOCAL NO. 104 as the sole and exclusive collective bargaining agency for all employees of the said affiliates whose work is described, classified and set forth in this contract.

Section 2. It is agreed that all employees coming under the terms of this Agreement shall continue to perform all work heretofore performed by them without regard to past, present or future disputes based on jurisdictional claims.

ARTICLE 2
UNION SECURITY

Section 1. Pursuant to and in conformance with Section 8(a) 3 of the Labor-Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The employer shall discharge any employee as to whom the Union through its business agent delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article.

Section 2. The Employer agrees to employ only employees in the classifications set forth in Schedule A in the performance of the work included within the scope of this Agreement.

Section 3. New hires, on or before the first day of employment, will be advised of the provisions of Section 1 of this Article, and shop stewards will be advised of the names of new employees on a form provided by the Union.

ARTICLE 3 **MANAGEMENT FUNCTIONS**

Subject only to the specific provisions of this Agreement, the management of the plant and the direction of the working force shall be the exclusive function of the Employer, provided, however, this shall not be construed as limiting the Union's rights under Article 21, Grievance Procedure.

ARTICLE 4 **NON-DISCRIMINATION**

Section 1. The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause; provided, however, no employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in his Union, so long as such activities are not carried on during working hours so as to interfere with production at the plant.

Section 2. The Employer 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, or any other basis as provided under Executive Order or Federal Laws.

ARTICLE 5 **HOURS OF WORK AND SHIFTS**

Section 1.

- a. Eight (8) hours shall constitute one day's work. Five (5) days, Monday to Friday, inclusive, shall constitute one week's work. The regular daily work periods for the respective shifts shall be as follows:
- b. First Shift or Regular Daylight Shift: An eight and one-half (8-1/2) hour period, between the time of not earlier than 6:00 a.m. nor later than 5:00 p.m., 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 the regular hourly rate with no premium.

- c. Second 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 second shift period shall be a sum equivalent to eight (8) times the straight-time rate plus a sixty cent (60¢) per hour shift premium.
- d. Third Shift: A seven (7) 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 straight-time rate plus a sixty cent (60¢) per hour shift premium.

Section 2.

- a. Notwithstanding Section 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 (4 x 10) 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 6:00 a.m.; there shall be a meal period of not less than thirty (30) minutes on the employee's time. Any night shift worked on a 4 x 10 workweek shall receive a sixty cent (60¢) per hour shift premium.
- b. The Company may change from a 4 x 10 to 5 x 8 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 bargaining unit.
- c. Holiday pay shall be paid at eight (8) hours per day. Employees working a 4 x 10 workweek shall be given the opportunity to work the appropriate hours for a holiday week at straight time to allow a 40 hour paycheck for that week.
- d. The Company shall not be prohibited from utilizing non-bargaining unit employees to load and/or unload trucks during the fifth day not included in a 4 x 10 workweek.
- e. It is recognized that any institution of a 4 x 10 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.

Section 3. 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 particular Company and the Union. This section shall be applicable in the event of power curtailments and/or power rate peak penalties and traffic demand management constraints imposed upon the Company.

ARTICLE 6
OVERTIME

Section 1. All time worked over eight (8) hours per day in the case of a 5 x 8 workweek or over ten (10) hours per day in the case of a 4 x 10 workweek, or more than forty (40) hours per week shall be considered overtime and paid for at time and one-half the straight time regular rate. All time worked on Sundays and holidays shall be paid at two (2) times the straight time hourly rate.

Employees absent from work on a scheduled work day during the regular work week shall be paid at straight time hourly rate until the employee has worked forty (40) hours during the work week. Article 12 Holidays and pre-arranged vacation hours shall be counted as hours worked for purposes of overtime calculation.

Section 2. 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 for 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 double time for Tuesday.

In 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 (8) hour work relief, he shall be guaranteed a minimum of eight (8) hours straight-time pay for that shift.

Section 3. 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.

Section 4. The Company will continue to attempt to assign work outside of the normal workday/workweek on a voluntary basis. In the event of an insufficient number of volunteers and as a "last resort", the Company reserves the right to assign and require the performance of such work on the basis of reverse/inverse seniority among employees qualified to perform the work in question.

ARTICLE 7
REPORT PAY

Section 1. If a workman qualified to do the work for which he is called is given less than two (2) hours work, he shall receive two (2) hours pay at the applicable straight-time

hourly shift rate; if more than one-half shift is worked and less than a full shift, he shall receive pay for the hours worked.

Section 2. Workmen called for work and not given employment shall be allowed two (2) hours pay. Any regular employee who is not specifically instructed at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been ordered to report and, therefore, entitled to two (2) hours pay.

Section 3. Report pay shall not be required where an employee is returning to work from absences of two (2) or more days without making prior arrangements with the Company for his/her return to work.

Section 4. In the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency) or where the employee voluntarily quits, is laid off, or discharged, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

Section 5. Workmen starting to work after the regular starting time and asked to work overtime after the regular quitting time shall be paid time and one-half (1-1/2) times from the regular quitting time on.

Section 6. Welders will be allowed five (5) minutes time to remove and store protective equipment before the close of shift.

ARTICLE 8

EMERGENCY CALLBACK PAY

Any regular employee who has completed his normal shift for the day and is called back to work shall receive not less than two (2) hours pay at the overtime rate.

ARTICLE 9

CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 1. The classifications and minimum rates of pay for employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

Section 2. Foremen shall not be assigned to displace workmen during overtime periods.

Section 3. Any employee already receiving more than the minimum set forth in Schedule A for his classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

Section 4. Apprentice wages, ratios and other matters concerning apprentices shall be provided in the Seattle Boilermakers Joint Apprenticeship Standards, as approved by the Washington State Apprenticeship Council.

ARTICLE 10
WORK OUTSIDE OF SHOP & NEW CONSTRUCTION WORK

Section 1. All work performed by the Employer away from his shop or yards, except marine work, shall be performed in accordance with the field Agreement covering wages and working conditions on all field construction work in the States of Washington, Oregon, California, Idaho, Utah, Nevada, Arizona, New Mexico, and Alaska.

Section 2. In exception to Section 1 above, all work performed by employees at CBI Services designated subassembly yards (i.e., Calvert's or barge loading site) located within a twenty-five (25) mile radius of the Everett shop, shall be performed in accordance with the shop agreement.

Section 3.

- a. All work done in the shop or to the shop will be at the shop scale and not the field scale.
- b. Warranty work: When it is necessary for CBI Services' crew to do warranty work on products manufactured by CBI Services, it will be done at the shop rate.
- c. Work done across the street will be done at the shop rate.

ARTICLE 11
PAY DAY

Employees shall be given their paychecks every Thursday, prior to the end of their regular work shift on payday. All regular paychecks shall have a detachable stub or equivalent which will set forth the amount of the check, hours worked, and an itemized list of deductions. Any employee who gets laid off shall receive all wages due him within twenty-four (24) hours of the termination of his employment. Any employee who quits of his own volition shall receive all wages due him on the next regular pay period following his date of termination.

ARTICLE 12
HOLIDAYS

Section 1. Each employee shall receive eight (8) times his regular straight-time hourly shift rate of pay for the following holidays, provided:

- a. The employee worked his last regularly scheduled workday prior to and his first scheduled workday following the holiday.

Exception will be made in cases where absence on the workday prior to or the workday following was due to industrial injury, bona fide illness covered by a doctor's certificate, approved leave of absence, or temporary layoff, provided the employee's absence from work for the purpose of this exception by reason of any of the above causes is not for a total period in excess of two (2) weeks. For purposes of this Section, a temporary layoff shall be considered as one of two (2) weeks or less in duration.

- b. The employee has been in the employ of the Employer for thirty (30) calendar days.
- c. In 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.

Section 2. The following shall be recognized as paid holidays: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, the DAY AFTER THANKSGIVING, the last scheduled workday before CHRISTMAS, and CHRISTMAS DAY.

Section 3. All time worked on the aforesaid holidays shall be compensated for at two (2) times the regular straight-time shift rate, plus additional compensation pursuant to Section 1 above shall be paid for such time. It shall be optional with the employees of any 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.

Section 4. When the holidays listed in Section 2 occur outside of the normal 4 X 10 workweek, the holiday shall be observed as follows:

<u>Day the holiday falls</u>	<u>Day the holiday will be observed</u>
Friday	Thursday
Saturday	Thursday
Sunday	Monday

Section 5. Should any of the above holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled workday prior to and his first scheduled workday following his vacation period.

Section 6. For employees working a 4 - 10 schedule, overtime in weeks containing a holiday shall be calculated based on time and one half for all hours worked over thirty eight (38) in that work week.

ARTICLE 13
VACATIONS

Vacations with pay will be granted on the following basis:

Section 1. A vacation year shall run from June 1 of any year to June 1 of the next succeeding year. Employees shall earn vacation credit during each vacation year based upon the number of hours worked as follows:

300 hours	1 day
600 hours	2 days
800 hours	3 days
1100 hours	4 days
1600 hours	5 days

Section 2. Each employee on June 1 of any year shall be entitled to vacation with pay at employee's straight-time hourly shift rate for the number of days of vacation credit which he has earned in the preceding vacation year.

Section 3. Any employee who on June 1 of any year has worked 1600 hours in each of three (3) consecutive vacation years shall be entitled to ten (10) days vacation with pay at employee's straight-time hourly shift rate.

Section 4. Any employee who on June 1 of any year has worked 1600 hours in each of eight (8) consecutive vacation years shall be entitled to fifteen (15) days vacation with pay at employee's straight-time hourly shift rate.

Section 5. Effective October 1, 2000, any employee who on June 1 of any year has worked 1600 hours in each of fifteen (15) consecutive vacation years shall be entitled to twenty (20) days vacation with pay at employee's straight-time hourly shift rate.

Section 6. Any employee who has once qualified for and received ten (10) days or fifteen (15) days or more vacation with pay in any year either under this or any preceding contract, and who shall in any one (1) vacation year subsequent to June 1950 fail to work a minimum of 1600 hours shall, upon working 1600 hours in the next succeeding vacation year, be entitled to ten (10) days vacation with pay or fifteen (15) days or more vacation with pay, whichever is applicable, at employee's straight-time hourly shift rate at the expiration of said vacation.

Section 7. Vacations are not cumulative and shall be taken at such time during the period June 1 to June 1 of any year as may be designated by the Employer, or as otherwise agreed upon between Employer and the employee. Employees hired by CBI Services on (date CBI assumed ownership) will transfer all Morse Construction years-service-credit and vacation benefit level eligibility. There shall be no pay-in-lieu of vacation unless mutually agreed between the employee and the Company.

Section 8. Employees rehired after voluntarily resigning or being discharged for cause shall be considered new employees and vacation rights therefore shall only accumulate from the latest date of employment.

Section 9. Any employee who quits, is laid off or discharged shall be paid for his accumulated vacation credit; and if such employee has previously qualified for two weeks' vacation or three weeks' vacation, he shall be paid for two times or three times, whichever is applicable, the vacation credit set forth in Section 1.

Section 10. If an employee is laid off and given his accumulated vacation pay, then rehired within the same vacation year, the amount of vacation pay he received previously will be included in determining the amount he should receive at the end of the vacation year. Under no circumstances shall any employee receive more vacation pay, in any one year, than that to which he is entitled under Sections 1, 2, and 3 of this article.

Section 11. Vacation pay will not be combined with pay for time worked on a single paycheck thereby resulting in increased withholding tax being deducted; that is, where separate vacation paychecks are not provided, the withholding tax will be adjusted to account for the vacation payment.

ARTICLE 14

JURY SERVICE

Section 1. An employee with thirty (30) 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 work time lost for up to two (2) workweeks 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 than eight (8) hours in a standard workday, nor more than five (5) days in a standard workweek. Employees who have not obtained seniority may take unpaid leave to serve on a jury.

Section 2. In applying the foregoing, it is understood that if an employee is called for jury service, responds to the call, and loses time, but is not accepted for jury service, or serves and is relieved therefrom 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 Article.

Section 3. It is the responsibility of the employee to provide his Employer with proof of actual jury service time.

Section 4. Under no circumstances shall the Employer be obligated to pay for more than two (2) weeks of jury service reimbursement to any employee in any one-jury period.

ARTICLE 15
BEREAVEMENT LEAVE

An employee employed a minimum of thirty (30) days who suffers a death in his/her immediate family, shall be eligible to receive two (2) days off with pay. The immediate family shall be defined as wife, husband, domestic partner registered with the State of Washington, son, daughter, mother, father, grandparent, brother or sister, who are residing within the United States and Canada.

ARTICLE 16
HEALTH & WELFARE AND DENTAL PLAN

Section 1. Effective October 1, 2016, provide the following or substantially equivalent coverage: Healthnet Health Plan of Oregon, Inc.

Section 2. Employees hired subsequent to October 1, 2007 will continue to become eligible for coverage on the first day of the next calendar month following the employee's thirtieth (30th) day of employment at the Company.

Section 3. Effective October 1, 2010, the total weekly premiums cost and the employee's cost share of the total package for the benefits of Section 2 are as follows:

	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
Total Monthly:	\$452.63	\$1,021.33	\$909.05	\$1,477.11

Effective October 1, 2011, any cost adjustments to the premiums of Section 1 benefits will be borne eighty percent (80%) by the Company and twenty percent (20%) by the employee in addition to the above referenced employee cost shares. The employee cost share shall be affected via payroll deduction.

Section 5. It is the intent of the parties to maintain the benefit levels of the plans of Section 1. However, the parties acknowledge the potential for health and welfare package cost increases over the term of this Agreement. The parties acknowledge the possibility

to “shop” for coverage in order to obtain the best value for the cost under a cost-benefit-analysis. Therefore, the parties agree that if the annual renewal cost for maintaining the benefits described in Section 2 of this article increases by twelve and one-half percent (12.5%) or more over the preceding year, the benefits described in this Article 16 can be changed during the term of this Agreement so long as the Union is provided written notice that the Company is considering benefits changes at least thirty days prior to the effective date of the changes and is provided an opportunity to bargain in good faith regarding the benefits changes.

ARTICLE 17 **PENSIONS**

Section 1. Effective October 1, 2016 hours, contributions will continue to be paid to the Boilermaker-Blacksmith National Pension Trust on the basis of two dollars (\$2.00) per hour for all hours worked by all employees covered by this Agreement. (the “Basic Contribution Rate”).

Section 2. Effective January 1, 2014 the Minimum Contribution Rate shall be 108% of the current 2013 Minimum Contribution Rate of \$4.43 ($\$4.428 \times 108\% = \4.782) for a total of \$4.78 per hour worked.

The parties agree to comply with the above directive of the Trustees of the Plan to improve the funding status of the Plan. The parties agree to reduce the hourly wage rate(s) specified within their Labor Agreement effective with the above dates, and by the respective dollars/cents-per-hour amount necessary to fund the additional pension contributions (the difference between the Minimum Contribution Rate and the Basic Contribution Rate) for as long as the Trustees’ directive for additional funding requirement remains in effect, or until the expiration of the parties’ Labor Agreement, whichever occurs sooner. For purposes of computing vacations, holidays, jury duty or overtime, wages will be based on the Classification Wage Rates established in Schedule “A”, prior to deducting the pension contribution at the above rates based on “hours worked”. For example, overtime will be paid at 1.5 times the Schedule “A” rate of pay times hours worked. Pension contributions for said hours are based on the above Minimum Contribution Rates times hours worked.

In the event that the Pension Trustees eliminate or reduce the Minimum Contribution Rates referenced above, the Employer shall at that point in time restore hourly wage rates and pension contributions commensurately and prospectively, but not retroactively. Should the Pension Trustees eliminate the directive to improve the funding status of the plan, these provisions will be eliminated from this Agreement.

ARTICLE 18

SENIORITY

Section 1. With a view to maintaining the most harmonious relations possible and the utmost teamwork between employees, work shall be distributed as evenly as possible among regular employees in their various classifications. Journey I and Journey II shall be considered to be a single classification for purposes of layoff and recall. In all layoffs and reemployment, the rule of seniority shall prevail where qualifications, ability, competency and all other factors are equal; provided that an employee shall not be considered as eligible for seniority until he/she has been regularly employed for a period of four (4) months. The period of time prior to the attainment of seniority is a probationary period. Probationary employees may be terminated with reasonable cause, without access to the grievance procedure of this contract.

Seniority rights of laid off or non-work related medically absent employees will continue for six (6) months from date of layoff or medical absence. In cases where an employee who has attained seniority is absent from work due to an industrial injury, then he/she will retain seniority for a period of one (1) year.

The employee shall lose his seniority rights for any one of the following reasons: voluntary termination; discharge for cause; failure to report from layoff within three (3) working days after notification to report.

Section 2. 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 Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America so long as such activities are not carried on during working hours so as to interfere with production at the plant.

Section 3. Upon request by the Business Representative or the Chairman of the Shop Committee, once in each three (3) month period lists of employees, and employees on layoff who continue to have seniority rights under Section 1 above, in the bargaining unit with their dates of employment and contract classifications will be furnished by the Employer.

Section 4. In any layoff the management shall make every reasonable effort to give advance notice to employees affected.

Section 5. Employees transferred out of the bargaining unit into a non-bargaining unit job (supervisory, engineering, technical, and/or office jobs which are not covered under a collective bargaining agreement) shall retain the amount of seniority they have acquired at the time of transferring out of the bargaining unit, but will not continue to accrue seniority.

ARTICLE 19
GENERAL

Section 1. When a regular employee is required to take a test, he shall be paid for the time required to take the test.

Section 2. Any welder presenting satisfactory evidence that he has passed the required or similar test, or has been performing work requiring such test in the preceding twelve (12) months, shall be paid for the time required to take the test.

Section 3. Any welder not considered qualified as in Section 2 above who is required to take a test before going to work shall be paid for the time required to take the test, provided he passes the test successfully.

Section 6. The Employer shall comply with all safety, health and sanitation measures as required by the Washington Industrial Safety and Health Act and the Federal Occupational Safety and Health Act. The employees shall comply with safety, health and sanitation standards, rules and regulations which are applicable to his or her own actions and conduct.

Section 7. Under no consideration shall piece, task, or bonus systems be allowed.

Section 8. Any employee who is injured on the job to the extent of required medical treatment which results in his leaving work shall be entitled to pay for the time involved during his normal work hours. In event a doctor advises an injured employee he should not return to work because of his injury, he shall, upon presenting to the Company on the day of the injury a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift.

Section 9. An employee will be reimbursed for required use of his personal automobile during working hours in accordance with the IRS allowed mileage payment, and that employees required to travel will be provided reasonable and actual expenses for board, lodging, and transportation.

ARTICLE 20
ACCESS TO PLANT

Business representatives of the Union, upon application to the offices of the Company or in the case of night shifts to the supervisor in charge, will be allowed access to the shops for the purpose of investigating grievances arising under this contract, provided they do not interfere with production in the shops.

ARTICLE 21
SHOP COMMITTEE AND GRIEVANCE PROCEDURE

Prompt consideration shall be given to grievances.

Any complaint arising among the employees in the shop over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:

- Step 1. Any such complaint shall, within three (3) working days from the time the complaint arose or should have been reasonably known to exist, first be referred to the grievant's immediate supervisor or other official designated by the Company.
- Step 2. If no satisfactory agreement is reached in Step 1, the matter shall, within five (5) working days after it was first brought to the attention of the Company, be referred in writing to president of the Company or his/her designee. Such time limits can be extended by mutual consent of the parties.
- Step 3. If the complaint cannot be settled in Step 2, it shall, within five (5) working days after the Company's response in Step 2, be referred in writing to Washington Employers Association, whose representative shall meet promptly with the Union Business Representative for the purpose of settling the grievance. Such time limits can be extended by mutual consent of the parties.
- Step 4. If the parties cannot reach an agreement in Step 3, either party may, within ten (10) working days from the Company's response in Step 3, refer the matter in writing to an Arbitration Committee consisting of one (1) partisan representative of the Employer, one (1) partisan representative of the Union, and a third neutral member to be chosen by these two. In the event the arbitrators designated by the parties are unable to agree upon the third arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators, from which list the third arbitrator shall be selected by the other two members of the Arbitration Committee alternately striking one name from the list until only one name shall remain.

The decision of the majority of the Arbitration Committee shall be rendered in writing within ten (10) working days after the close of the hearing and shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions.

The power and authority of the arbitrators shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as herein explicitly set forth. They shall not have authority to add to or subtract from or modify any of the said terms of the Agreement, or to limit or impair any right that

Article 3 reserves to management or the Union. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in any other case.

All time limits referred to in Step 4 may be extended by mutual consent in writing. The costs of the third neutral arbitrator shall be borne equally by the parties.

Employees shall have the right at any time to request the assistance of the Shop Committee in the settlement of any grievance. The Shop Committee shall have the right at any time to call in a Business Representative of the Union to assist in the settlement of grievances.

The Company shall have the option of utilizing the procedures outlined in Steps 3 and 4 of the foregoing in the event of a complaint against the Union involving questions of interpretation or application of this Agreement.

ARTICLE 22

NO STRIKES OR LOCKOUTS

Section 1. During the life of this Agreement no strikes or work stoppages shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Company. Any action of the Company in closing its plant during a general strike, riot or civil commotion for the protection of the plant and property shall not be deemed a lockout.

Any action of the employees in refusing to go through a picket line for their own protection in case of an officially declared strike by some Union directly working on the job shall not constitute a violation of this clause of the Agreement or cause for discharge.

Section 2. Refusal of the Employer to arbitrate a grievance as described and specified in Article 21 hereof shall, as to the settlement of such grievance only, suspend the "No Strike or Work Stoppage" provisions contained in the preceding Section.

ARTICLE 23

AGREEMENT QUALIFICATIONS

Section 1. It is not the intent of either party hereto to violate any laws or rulings or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties will meet and negotiate regarding any invalid portions of the agreement.

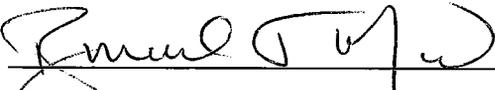
Section 2. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter

of this Agreement shall exist between any of the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

ARTICLE 24
DURATION

This Agreement will become effective on date of signing except as otherwise provided herein, and shall remain in effect through September 30, 2019, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of October 1, 2019, written notice must be given to the other party ninety (90) days in advance of October 1, 2019. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year and in like manner from year to year thereafter.

CBI SERVICES, INC.

By 
Date 01/19/17

BOILERMAKERS LOCAL NO. 104

By 
Date 1-9-17

ATTEST:

By 
ARCHBRIGHT

Date 1-13-17

SCHEDULE A
CLASSIFICATIONS AND MINIMUM WAGE RATES

A.	<u>Labor Grade</u>	<u>Classifications</u>	<u>Effective</u> <u>10/1/16</u>	<u>Effective</u> <u>10/1/17</u>	<u>Effective</u> <u>10/1/18</u>
	I	Journey #1	\$27.20	\$27.95	\$28.95
	II	Journey #2	85% of Journey #1 rate 90% of Journey #2 for the initial 90 calendar days of employment		
	III	Specialist	75% of Journey #1 rate		
	IV	Helper	65% of Journey #1 rate		

- B.
1. Journey #1: Understands all drawings and prints. Performs layout work and fabrication without supervision. Possesses good knowledge of all welding processes and operates all machinery correctly and safely. Includes X-Rays and UT welding.
 2. Journey #2: Performs either fitting or welding.
 3. Specialist: Sets up and operates machines such as saws, shears, nibblers, and drills. Sets up and operates plasma for beveling only. Lays out materials using existing templates; makes straight cuts and machine controlled cuts. Tack welds for saws.
 4. Helper: Grinds, deburrs, assist machine operators, moves parts and materials, assists higher classified employees.

**CONSOLIDATED MEMORANDUMS OF UNDERSTANDING
CBI SERVICES, INC. / BOILERMAKERS LOCAL #104**

I. (1989) The employees working on the Arctic Panel Gluing operation will not be required to join the Boilermakers Union if they choose not to do so.

1. Washing of steel
2. Gluing of steel panels
3. Moving glued panels in and out of paint area
4. Packaging parts for glued buildings
5. Banding loads to racks
6. Tarping loads
7. Maintenance
8. Painting and sandblasting
9. Driving forklift to accomplish above tasks
10. Sweeping and cleanup operations

II. APPRENTICESHIP AND TRAINING TRUST (1989)

Section 1. Effective April 1, 1986, the Employer shall pay into the Boilermakers Local No. 104 Apprenticeship and Training Trust on behalf of each employee covered under the Agreement attached hereto, and for whom the Union is the collective bargaining representative, the sum of one (1) cent per hour for all compensable hours. The total amount due for each calendar month shall be remitted to the Administrative Office of the Trust in a lump sum no later than ten days after the last business day of each month. Effective October 1, 2004, the employee shall contribute four cents (4¢) per hour via payroll deduction into this Trust.

Section 2. The Employer acknowledges that it has received a true copy of the Boilermakers Local 104 Apprenticeship and Training Trust, and it is understood and agreed that the Employer accepts the terms and agreements of this Trust, and shall be considered a party thereto. The Employer further agrees that the Employer Trustees named in the Boilermakers Local 104 Apprenticeship and Training Trust and additional Employer Trustees selected pursuant to the terms of said Trust and their successors in trust are and shall be its representatives, and consents to be bound by the actions and determinations of the Trustees.

This will confirm that the above understandings will continue during the term of the 2016-2019 Agreement.

CBI SERVICES, INC.

By [Signature]
Date 1/19/17

BOILERMAKERS LOCAL NO. 104

By [Signature]
Date 1-9-17

By [Signature]
ARCHBRIGHT