

BOILERMAKER AGREEMENT

2/1/19 to 1/31/24

This AGREEMENT made and entered into by BUCK KREIHS MARINE REPAIR, L.L.C., hereinafter referred to as the "Employer", and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGES AND HELPERS, LOCAL 37, AFL-CIO, affiliated with GULF COAST IRON SHIPBUILDERS MARINE DISTRICT COUNCIL, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

The Employer during the life of this Agreement, recognizes the Union as the exclusive representative of all boilermaker employees employed by Buck Kreihs Marine Repair, L.L.C., including snappers, leadermen and gangbosses, but excluding truck drivers, office employees and clerical workers and supervisors with authority to hire, promote, discharge, discipline or to otherwise effect changes in the status of employees, or effectively recommend such action, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment and excluding all boilermakers employees who are employed by a contractor or subcontractor regardless of whether the employees of such contractor or subcontractor are deemed to be joint employees of Buck Kreihs Marine Repair, L.L.C.

ARTICLE II – SCOPE OF AGREEMENT

Section 1. This Agreement is applicable to work performed by the Employer in the following parishes in the State of Louisiana: Assumption, Jefferson, Lafourche, St. Bernard, St. Charles, St. James, St. Tammany, Tangipahoa, Terrebonne, Orleans, Plaquemines, St. John the Baptist, St. Martin, and Washington, except as follows. When a Petro-Chemical Plant in the covered area has issued a formal written invitation to bid and Buck Kreihs Marine Repair L.L.C. desires to bid on the work, the Union agrees that upon e-mail request by the company to the Business Manager Boilermaker Local #37 (Email- local_37@bellsouth.net), one (1) shall respond within one (1) business day stating whether other companies signatory to the Boilermakers Southeastern States Agreement are bidding on the job, and the identity of the company bidding on the job. If no answer with the name of the other company bidding on the work is received in that time period, Buck Kreihs Marine Repair, L.L.C. will be allowed to utilize the rates and conditions set forth in this contract. If the Union responds to the company's e-mail request with the information within one business day that another company signatory to the Boilermakers Southeastern States Agreement is bidding on the work and the identity of the company, Buck Kreihs agrees that if awarded the contract, Buck Kreihs Marine Repair, L.L.C. will pay employees working on that job in accordance with the Boilermakers Southeastern States Agreement. Nothing herein concerning application of the Boilermaker Southeastern States Agreement shall apply when Buck Kreihs Marine Repair, L.L.C. is performing warranty work in the plant or Buck Kreihs has been asked to perform work in the plant on a time and material basis.

Warranty work is work that is performed as a result of a customer's complaint about work previously performed by Buck Kreihs under the provisions of this agreement, and which is performed in order to resolve the complaints by the customer. This Agreement shall not cover or apply to the employees of any other employer including the employees of any contractor or subcontractor or any other company that may be affiliated with or commonly owned by Buck Kreihs, regardless of whether the employees of such contractor or subcontractor or any other employer are deemed to be joint employees of Buck Kreihs Marine Repair, L.L.C..

Section 2. Nothing in this Article shall be construed to prevent the Employer from bidding on or performing work within the following plants under the wage, benefit and other provisions of this agreement: Bulk Plants/grain elevators; hotels; bakeries, hospitals, laundries, water plants, schools, office buildings, sugar refineries, department stores, Syncom Space Systems (Formerly Jacobs Technology, Lockheed Martin-Michoud facility), Kinder Morgan, CII Carbon (Chalmette and Norco Louisiana), and United Bulk Terminal (Formerly TECO Bulk Terminal) (Davant, Louisiana).

ARTICLE III - SUBCONTRACTING

Section 1. There shall be no restrictions on the Employer in subcontracting any and/or all bargaining unit work to any contractor, subcontractor or any other employer as defined in Article II.

Section 2. Buck Kreihs will use its current senior skilled boilermaker craftsmen on jobs to the extent they have the skills needed and are available to work as needed during the term of that job. For purposes of this provision skilled boilermaker craftsmen are defined as those boilermaker employees who are classified as Boilermaker Craftsmen. Senior skilled boilermaker craftsmen are defined as those skilled boilermaker craftsmen who have worked at least 2000 hours during the period January 1, 2003 through June 30, 2004. Employees who have been granted a leave of absence in the case of a personal injury/illness or the employee has been on workman's compensation will be credited with 40 hours for each week of leave during the period January 1, 2003 through June 30, 2004 solely for the purpose of the calculation discussed in this section.

Section 3. Buck Kreihs shall, in its sole discretion, determine the number of senior skilled craftsmen needed on a job, and the identity of the specific craftsmen to be assigned to the job. Buck Kreihs will use other subskilled boilermaker employees on the job as needed, and will determine, in its sole discretion, the identity of the subskilled boilermakers assigned to the job and the rate of pay and/or benefits applicable to each employee on that job.

ARTICLE IV - METHODS OF EMPLOYMENT AND PROBATIONARY EMPLOYEES

Section 1. New employees (employees who have not worked during the last four weeks) will be considered probationary employees until they have completed 1,200 hours of employment within a twelve month period. Probationary employees will not be covered by the agreement.

Section 2. If the Employer decides it needs to hire new probationary Boilermaker employees for a job or jobs, the Employer agrees to notify the union by telephone or fax about the level of skills and number of employees needed and the amount of time the Union will have to notify the employer by phone or fax at the telephone or fax number designated in the request that it can or cannot provide the employees.

ARTICLE V - UNION SECURITY

To the extent permitted by the State of Louisiana, the following Union Security provisions are applicable:

Section 1. All employees represented by the Union who are members thereof, shall during the term of the Agreement, as a condition of employment, maintain their membership in good standing in the Union of the craft within whose jurisdiction they work, in accordance with the Labor-Management Relations Act of 1947.

Section 2. Each employee covered by this Agreement, who at the time this agreement becomes effective, is not a member of the Union of the Craft within whose jurisdiction he works, shall become within thirty (30) days from such date, a member of the Union of the craft within which he works, and remain a member in good standing therein, in accordance with the Labor-Management Relations Act of 1947.

Section 3. Each employee who is hired after the date this Agreement becomes effective shall become a member of the Union of the craft within whose jurisdiction he works not later than the thirty-first (31st) day following the beginning of such employment for his employer, and remain a member in good standing therein, in accordance with the Labor-Management Relations Act of 1947.

Section 4. Until such time as the National Labor Relations Board may rule otherwise, the Employer agrees that in the application of this article, any employee shall, during the term of this Agreement, and as a condition of employment become and remain a member in good standing of the Union within whose craft jurisdiction the work is performed.

Section 5. The employer agrees that any employee who fails to conform with the foregoing sections shall, upon receipt of a written request of the Union within whose jurisdiction the employee works, be immediately discharged.

Section 6. The employer agrees that each new employee hired shall be given a copy of the statement in Appendix "C".

Section 7. Should Louisiana State or Federal law require that employees, as a condition of continued employment, either become members of the Union, pay the Union a service fee or otherwise directed alternative, (typically known as an agency shop), such law shall become a part of this Agreement, immediately upon its becoming legal and shall remain in effect until the expiration of this Agreement.

ARTICLE VI - CHECK OFF

Upon receipt from the Union of a written authorization of the form set forth signed by an individual covered by this Agreement, the Employer shall deduct from the wages of all employees, Union Dues, each month beginning with the second payroll period of each month.

All monies so deducted shall be paid monthly to the Secretary-Treasurer of the Local Union or such other person or such other place as the Union may designate in writing:

_____, 20_____

"I hereby authorize my employer to deduct from my wages and to pay over to the Boilermaker Local, all local union dues on the second payroll period of each month. This authorization shall be irrevocable for a period of one year or beyond the termination date of this collective bargaining agreement, whichever occurs sooner. I may also revoke this authorization by written notice at any time there is not in effect between the Employer, the Boilermaker Local No. 37, an agreement providing for check-off of Local Union Dues.

_____."

ARTICLE VII - MANAGEMENT RIGHTS

Section 1. All management rights, powers, authority, and functions, whether exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the company. It is expressly recognized that such rights, powers, authority, and functions include, but are not limited to, the right to full and exclusive control, management, and operation of its business; to control the size, qualifications, classifications, duties, and performance standards, and composition of the work force; to establish, change, combine, or eliminate jobs, positions, job classifications, and descriptions; to introduce new or improved procedures, methods, processes, facilities, and equipment and to make technological changes; to supervise, direct, and control the work force; to hire select, assign, train, and transfer employees to another classification, to temporarily transfer employees to supervisor or instructor positions; to promote, demote, suspend, layoff, recall, call in, terminate, discipline, and reclassify employees; to assign supervisors to perform bargaining unit work; to establish, maintain, cancel, or change health and safety rules, rules governing the screening of employees for drugs and alcohol, and rules governing the conduct, discipline or discharge of employees; to change the workweek, hours, schedules, shifts, overtime, payroll record keeping rules and

procedures, and paydays; to determine shut downs, vacations, and leaves of absence; to determine whether to schedule rest and meal breaks, and if scheduled, to determine the length and time of the break; to temporarily or permanently suspend, curtail, or terminate operations and hours; to lease, sell, merge, consolidate or otherwise transfer title to its business or any part; and to transfer work to existing or after-acquired divisions, affiliates, or associates. These provisions are subject to the grievance and arbitration procedure.

Section 2. The right to maintain order and efficiency is the sole responsibility of the Employer. The right to discipline and discharge for proper and just cause is the exclusive right and responsibility of the Employer. Nothing herein will restrict the employer's right to refuse to employ any employee at any time for any reason and the employer's decision shall not be subject to the grievance and arbitration procedure.

Section 3. The Union acknowledges that the terms and conditions contained in this Agreement represents the total rights ceded away by the Employer and that the Employer has retained all rights not specifically limited by the language of this Agreement.

ARTICLE VIII - WAGES

Wage rates are as set forth in Appendix "A" attached hereto and made part hereof.

ARTICLE IX WORKING HOURS

Section 1. The standard day shall be from 8:00 AM to 12:00 Noon and from 12:30 PM to 4:30 PM. The standard second shift shall be from 4:30 PM to 8:30 PM and from 9:00 PM to 1:00 AM. Forty (40) hours shall constitute a week's work, eight (8) hours on Monday, Tuesday, Wednesday, Thursday and Friday. All overtime worked by employees of all shifts shall be paid at the applicable overtime rate.

Section 2. Employees will not be required to work more than 16 consecutive hours except in case of an emergency.

Section 3. There shall be a lunch period of one-half hour duration. If the employee is required to work during the lunch period and does not receive a lunch period, he will be paid time and one half his regular straight time rate.

Section 4. Employees shall report for work at a time and place designated by the Employer. If an employee is ordered to report to a designated place of employment by his Employer and is not given employment, such employee shall be entitled to two (2) hours pay at his regular straight time rate. Employees are expected to remain on the job site for the two hours unless dismissed by their Employer.

ARTICLE X - WORK SHIFTS AND OVERTIME

Section 1. Overtime

For purposes of this section the overtime rate is time and one half the employees regular hourly rate.

All overtime worked in excess of eight hours per day shall be paid at the overtime rate.

Employees who work before or after the hours of the shift with which they are identified shall be paid at the overtime rate.

Employees who work on Saturdays, Sundays or Holidays shall be paid the overtime rate.

Section 2. Daily, weekly, Saturday, Sunday, holiday and lunch break overtime shall not be pyramided or duplicated.

ARTICLE XI – EMPLOYEES’ WORKING ACCOMMODATIONS

Section 1. On out of town jobs, suitable living quarters will be provided to employees. This will include separate beds and where possible a maximum of two employees per room, and bathing facilities with hot and cold water.

Section 2. It shall be the employee’s responsibility to safeguard his tools, and to place them in designated tool box areas. The Employer shall only be responsible for the loss of an employee’s tools which were lost from areas designated by the Employer and under the custody and control of the Employer and only if the employee has provided a current written inventory, verified by his supervisor, of his tools to his superintendent within six months of the reported loss and only if the loss is reported within 5 days of its occurrence to the superintendent.

ARTICLE XII – HOLIDAYS

Each employee will receive double their regular straight time hourly rate for each hour they work during the following holidays: New Years Day, Mardi Gras, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Holiday pay will be paid for work during the period 4:30 a.m. on the holiday to 4:30 a.m. on the day after the holiday. Holidays that fall on a Saturday will be observed on the Friday before the Holiday and Holidays falling on a Sunday will be observed on the following Monday.

ARTICLE XIII - TRAVEL

Section 1. Employees are responsible for providing their own transportation to the job site at their own expense where no transportation has been provided by the employer.

Section 2. An employee who is assigned to transport other employees by a company owned vehicle will be paid his normal rate for the travel time.

Section 3. Employees who are required to travel to a job site which is more than 50 miles distance from 2225 Tchoupitoulas St., New Orleans, Louisiana, shall be paid one half of their regular straight time rate. If the travel is by motor vehicle, the time will be determined by using the time shown on MapQuest. If the travel is by airplane, the time will be determined by the scheduled departure time and arrival time for the flight or flights.

Section 4. When employees are assigned work on ships underway at sea traveling from one port to another, the Employer will schedule twelve (12) hour shifts, eight (8) at straight time and four (4) at overtime. It is further understood that employees working such job assignments will not be paid for rest time, sleeping time or any activity not related to work. The Employer is responsible to such employee(s) in that they have adequate meals and sleeping quarters while on such work assignments.

Section 5. While out of town staying in lodging provided by the company, or by the employee, the employer will, at its option, provide meals for the employee or give the employee a meal allowance equal to the official Government Travel Allowance Rate for that work location. The employee is responsible for maintaining records for IRS purposes.

ARTICLE XIV - LABOR RELATIONS

Section 1. The Employer agrees to furnish a bulletin board and further agrees to the reasonable use of the bulletin board for the purpose of posting Union notices.

- a. Notices of Union meetings.
- b. Notices of its elections and appointments to office.
- c. Notices of its social, educational or recreational affairs provided that such notices shall contain nothing political or controversial.

The Company may refuse to permit the posting of notices which violate any of the restrictions of this section.

In connection with the posting of notices on bulletin boards, it is understood and agreed that the signatories thereto shall be only those authorized by the Business Representative of the Union in writing to the Employer.

Section 2. Where the Employer maintains a personnel file on its employees, each employee shall have the right to inspect his own file upon written request and at a time scheduled by the Employer and can request copies of portions of his personnel file.

ARTICLE XV - SAFETY AND HEALTH

Section 1. Employees will comply with all OSHA regulations, safety policies, and directives and any instructions by a supervisor.

Section 2. Buck Kreihs Safety Policy as now written and as may be amended from time to time by the Employer is hereby made a part of this Agreement and attached thereto. All current and new employees will be given a copy of the Safety Policy Manual. Each employee will sign a consent form acknowledging he has received a copy of the Manual, and a copy of the form will be retained in the offices of Buck Kreihs.

Section 3. Buck Kreihs Substance Abuse & Control Program as now written and as may be amended from time to time by the Employer is hereby made a part of this Agreement and attached thereto. All current and new employees will be given a copy of the Substance Abuse & Control Program. Each employee will sign all consent forms prepared by the Employer acknowledging he has received a copy of the Program, and a copy of the form will be retained in the offices of Buck Kreihs Marine Repair, L.L.C..

Section 4. Employees will be required to attend safety training sessions as designated by the Company. These safety sessions will include those given by Buck Kreihs Marine Repair, L.L.C. and/or its customers and shall include GNOIEC and/or similar classes. Employees will be paid a minimum of one hour straight time pay or actual time involved in the class provided they sign an attendance roster.

Section 5. All injured employees shall be required to report all accidents/injuries to their supervisor and/or Safety Department on the day of said accident/injury.

Section 6. Employees who are injured on the job, and who are required by the Employer to immediately obtain medical treatment that day because of the injury will be paid to the end of their regular shift.

Section 7. Employees will be reimbursed for clothing and shoes which are damaged by toxic chemicals in the work area where the employee is assigned to work only if the employee was not provided with protective gear by the employer.

ARTICLE XVI - MILITARY SERVICE

If any employee covered by this Agreement enters military service, the employee shall be rehired after expiration of his service in accordance with Federal statutes and regulations, provided work is available.

ARTICLE XVII - UNION REPRESENTATION AND STEWARDS CLAUSE

The Employer recognizes the right of the Union to designate a Steward for each shop, job site and yard to handle such Union business as may from time to time be delegated by the Union. The Steward shall be an employee of the Employer.

No Union meetings are to be held on the premises of the Employer.

The representatives of the Union shall be permitted to enter upon the Employer's premises for the purpose of discussing grievances and legitimate Union matters with the employees, but only after advising the Employer about the time they wish to visit and the specific purpose of the visit and after receiving approval from the Employer. Approval

will not be arbitrarily withheld. Such discussions shall not interfere with the operation of the Employer's business. Neither the Union Steward or the employee shall be compensated for this time.

No Steward or Committee Representative appointed by the Union under this Article shall be deprived of any work on any job because he is a Steward or Committee Representative, or otherwise discriminated against because of his activities on behalf of the Union.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. It is agreed between the Employer and the Union that disputes or grievances are limited to matters concerned with the interpretation and application of the language of this Agreement.

Section 2. Any such grievance shall be settled in accordance with the following procedure:

- a. The grievance shall be submitted in writing by the Steward to the Foreman or Superintendents within seven (7) days of the alleged infraction. If no satisfactory settlement is reached within five (5) working days of the dispute, then: The written grievance with the Foreman's written reply will be forwarded to the Steward and designated shop committee to meet with the Employer's representatives. If no satisfactory settlement is reached between the designated shop committee and the Employer's representative within five (5) working days at this step, then paragraph (b) will be the next step of the grievance.
- b. The written grievance with the Foreman's written reply will be forwarded by the Union to the designated representative of the Employer. If no satisfactory settlement is reached between the Employer's designated representative and the Union Business Agent within ten (10) working days from the date of receipt of the grievance at this step, then:
- c. The Union must submit the written grievance to the Joint Labor-Management Committee which shall be composed of three (3) representatives from the Company and three (3) representatives from the Union. In the event that the Joint Committee is unable to reach a satisfactory settlement within seven (7) days after reviewing the grievance, then the grievance must be submitted to arbitration no later than two (2) weeks after the decision of the Joint Committee.

ARTICLE XIX - ARBITRATION

Section 1. In the event the Employer or the Union submits a grievance to arbitration, the Arbitrator shall be selected according to and shall be governed by the following:

The Board of arbitration shall consist of one (1) member selected by the Union and one (1) member selected by the Employer. In the event that these two (2) members of the Board of Arbitration fail to agree upon the disposition of a grievance within three (3) working days after the grievance has been submitted to them, then at the request of either of the two members of the Board of Arbitration, the U.S. Mediation and Conciliation Service shall be requested to submit a list of five (5) persons qualified to act as Chairman of the Arbitration Board.

The Union representative and the Employer representative of the Arbitration Board, after receipt of said list, shall each have the right to strike two (2) names from it in the following manner:

The two representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately eliminate one name until only one remains. The fifth or remaining person listed shall thereupon be accepted by the Union and the Employer as Chairman of the Board of Arbitration for the purpose of rendering a decision on the grievance for which he is selected.

The grievance shall be submitted to the Board of Arbitration and the decision of the majority of the Board shall be final and binding upon the parties to this Agreement and shall be implemented within five (5) days after the decision of the Arbitration is rendered, or within such additional time as the Board may allow. The decision of the Board of Arbitration shall be reduced to writing by the Chairman and submitted to both the Employer and the Union. The Board of Arbitration shall in their decision specify whether or not the decision is retroactive and the effective date hereof.

Section 2. Each party shall bear the expense of its designated board member, and the fees and expenses, if any, of the Chairman shall be borne equally by both parties.

ARTICLE XX - JURISDICTIONAL DISPUTES

The jurisdiction of the Union will be recognized as it is generally established in conformity with general practices in this area. Any jurisdictional dispute between the Employer and the Union and any other Union shall be adjusted by the Unions involved without stoppage of work, and the Employer shall be promptly notified of such adjustment. All parties signatory hereto agree to abide by such adjustments. There shall be no work stoppage caused by jurisdictional disputes.

ARTICLE XXI - STRIKES OR LOCKOUTS

Section 1. It is the intent of the parties to this Agreement, that the procedure set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between the Employer and the Union within the scope of this Agreement or any other condition affecting employees covered by this Agreement.

Section 2. There shall be no strikes, walkouts, slowdowns, or other interruptions of or interference with work, by the Union, its members, or any employee covered by this Agreement. The union and the employees will not recognize any picket line established

by any person or organization during the term of this agreement. There shall be no lockouts by the Company during the term of this Agreement.

ARTICLE XXII – VACATIONS

Section 1. Each employee covered by this Agreement who has had two years continuous service from date of employment and has worked at least 1,200 hours during each of the last two years for the Employer shall receive one week's vacation with pay from the Employer calculated as follows: five (5) eight (8) hour days at his or her regular hourly straight time rate of pay.

Section 2. Each employee covered by this Agreement who has had five years continuous service from date of employment and has worked at least 1,200 hours during each of the last five years for the Employer shall receive two week's vacation with pay from the Employer calculated as follows: ten (10) eight (8) hour days at his or her regular hourly straight time rate of pay. He will continue to receive two weeks vacation pay provided he remains continuously employed with the Employer and works at least 1,200 hours during each subsequent year for the Employer.

Section 3. Employees who have been granted a leave of absence in the case of a personal injury/illness or the employee has been on worker's compensation will be credited with 40 hours for each week of leave for the purposes of the calculations in this Article.

Section 4. Vacation pay shall be annual and shall be requested and given within a (30) day period immediately following the year of continuous service of the employee.

ARTICLE XXIII - SEPARABILITY

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 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 promptly to meet and negotiate such parts of provisions affected. The remaining parts of provisions shall remain in full force and effect.

ARTICLE XXIV - OTHER AGREEMENTS

This Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has the authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein.

ARTICLE XXV – EFFECTIVE DATE AND DURATION OF THE AGREEMENT

Section 1. This Agreement shall become effective on 2/1/19 and shall continue in force and effect to 1/31/24, and this Agreement shall continue in force and effect from year to year after 1/31/24 unless either party hereto shall notify the other in writing not less than sixty (60) days prior to the expiration of the term, or any extended term of this

Agreement of an intention to modify or terminate this Agreement. If either party gives notice as aforesaid to the other of an intention to modify any terms of this Agreement upon the expiration of the term, or any extension of the term hereof, then within ten (10) days from such notice, representatives of the Employer and the Union shall meet to discuss, negotiate, and agree upon such modifications. If no agreement as to such modifications is reached before the expiration of the term or any other current extension of the term of this Agreement, as the case may be, this Agreement may then be terminated by either party upon written notice to the other.

Section 2. Only employees who have performed any work for the employer during the period of seven (7) calendar weeks prior to the completed negotiation of this agreement, shall have the right to vote on this agreement.

APPENDIX "A"

WAGES

The minimum hourly rate of pay for all work performed by boilermaker employees working for the Employer on any work and at any location shall be as follows. The Employer may, in its sole discretion, pay an employee or employees more than the minimum rate on any job.

The minimum regular hourly rates of pay for the job classifications covered by this Agreement are as follows:

SENIOR SKILLED CRAFTSMAN ¹	\$24.35
BOILERMAKER - Craftsman	\$17.50
BOILERMAKER - Journeyman	\$14.50
BOILERMAKER - Helper	\$11.50
Apprentice (First Year)	\$11.50
Apprentice (Year 2 and 3)	\$11.75
Apprentice (Year 4)	\$12.50
Apprentice (Year 5)	\$13.25

Employees who are tested and certified welders will receive an additional 30 cents per hour. A certified welder is a welder who has passed two 6G position weld tests given by the Employer, in accordance with ASME and ABS Code requirements.

Employees who are tested and certified heliarc (TIG) welders will receive an additional 30 cents per hour.

Whether an employee is paid the Senior Skilled Craftsman Rate, or the Craftsman, Journeyman or Helper rate will be the sole discretion of the employer and may be changed at any time. It is not the employer's intent to change any employee's classification arbitrarily.

Employees working the second and/or third shift will receive \$0.30 per hour premium.

The above regular gross hourly rates of pay are subject to deductions for benefits provided in Appendix B and D.

¹ As defined in Article III, Section 2.

APPENDIX "B"

BOILERMAKER – BLACKSMITH NATIONAL PENSION PLAN

The above regular gross hourly rates of pay are subject to deductions for the pension plan as follows. It is agreed that the current contributions will be paid to the Boilermaker - Blacksmith National Pension Trust, using the following schedule per hour, for all hours worked by all employees covered by this agreement.

Schedule of Pension Payments-

Jan. 01, 2019 -Dec 31, 2019	\$7.46
Jan. 01, 2020 -Dec 31, 2020	\$7.61
Jan. 01, 2021 -Dec 31, 2021	\$7.76
Jan. 01, 2022 – and thereafter	\$7.92

Any changes to the above scheduled pension deductions shall not be made until the monthly reporting period following notification. Notification shall be given by certified mail a minimum of 20 days prior to the beginning of the Employer's monthly reporting period. The change will become effective in the next monthly reporting period. Changes may only be made once per annum.

The company will only send one (1) check to the Union for all deductions made during the month under this agreement to the Union designated address.

APPENDIX "C"

To the extent permitted by The Laws of the State of Louisiana, the following provision shall be considered applicable:

"TO THE EMPLOYEES OF BUCK KREIHS MARINE REPAIR, L.L.C. "

Your employer operates a Union shop. Under the terms of its agreement with the Union representing the craft in which you are employed, you are required to become a member of the Union within thirty-one (31) days from the day you start to work. In the event that you do not become a member of this Union within the above period, or in the event that you do not remain a member in good standing by failure to pay your dues to this Union, the Employer must discharge you immediately upon written request of the Union.

APPENDIX "D"

The Union has asked that the Employer agree to collect health insurance premiums from the employees and remit them to an insurance company designated by the Union, should the employees agree to such coverage. Should the employees elect to be covered under the Union's designated Plan the following shall apply-

It is understood that the participation in the insurance is voluntary for the employees, and the sole function of the Employer is to allow the insurer to publicize the program to its members and to collect premiums and remit them to the insurer, and that the Employer does not endorse the program and the program is not a welfare plan within the meaning of ERISA, 29 U.S.C § 1001 *et. seq.* The Employer will receive no consideration in connection with the program. The Union shall be responsible for notifying the Employer about the amount of the deduction for each employee.

Each employee who desires to have the premiums deducted from his pay and forwarded to the insurance company will sign and give to the Employer the following payroll deduction authorization.

Buck Kreihs does not sponsor nor endorse the health insurance that is offered to its Boilermaker employees by Local 37 of the Boilermakers Union. Your participation in that program is voluntary. Our role is limited to, when authorized by you, deducting the premium payment from your wages and remit that payment to the insurance company. We play no role in administering the plan and are not in a position to assist you in your relationship with the insurance company.

Any changes in the premium amounts shall not be made until the month following notification. Notification shall be given by the Union by certified mail a minimum of (20) days prior to the beginning of the first of the month. The change will become effective for the following month after notification. Changes may only be made once per annum.

The company will only send one (1) check to the insurance company for all deductions made during the month under this agreement to the Union designated address.

The Company shall have the right to pay a portion of the insurance premium payment for those employees participating in any health insurance program. The Company may, within its sole and exclusive discretion, increase, decrease, or cease the portion of the premium payment at any time.

APPENDIX "E"

TRAINING AND APPRENTICESHIP

The company and union recognize that training of the employees is important for both parties. In furtherance of this principle, the parties agree that the company shall have total and complete flexibility to unilaterally adopt, implement, change, and discontinue training and apprenticeship programs without restriction. This includes, but is not limited to, the right to unilaterally determine the content of the program and wages or other incentives for participating in the training or apprenticeship program.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their representatives' thereunto duly authorized as of the 31st day of January, 2019.

INTERNATIONAL BROTHERHOOD OF
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS, & HELPERS, LOCAL 37

By: Timothy P. Bradbury
Timothy P. Bradbury

Title: Business Manager, Secretary Treasurer

Buck Kreihs Marine Repair, L.L.C.

By: William J. Baraldi
William J. Baraldi

Title: President