

Terminates: 8/31/2018

A G R E E M E N T

by and between

WEST COAST HOIST & DECKS
2510 West First Street
Aberdeen, Washington, 98520

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS, AND HELPERS, AFL-CIO/CLC, LOCAL NO. 104

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

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ARTICLE 1
PREAMBLE

This Agreement is made by and between WEST COAST HOIST & DECKS, 2510 West First Street, Aberdeen, Washington, 98520, and INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, AFL-CIO/CLC, LOCAL NO. 104.

ARTICLE 2
RECOGNITION

Section 1. WEST COAST HOIST & DECKS, 2510 West First Street, Aberdeen, Washington, 98520, hereby recognizes (as far as may be legally admissible) now and during the whole term of this contract and all renewals thereof, the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, AFL-CIO/CLC, LOCAL NO. 104 as the sole and exclusive collective bargaining agency for all employees of the Company 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 3
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 4
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 5
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, national origin, or any other basis as provided under Executive Order or Federal Laws.

ARTICLE 6
HOURS OF WORK AND SHIFTS

Section 1. Eight (8) hours shall constitute a normal day's work. Five (5) days, Monday to Friday, inclusive, shall constitute a normal week's work, provided that the workweek for Maintenance and Non-Production employees may be five (5) days, Tuesday to Saturday, inclusive. The regular daily work periods for the respective shifts shall be as follows:

First Shift or Regular Daylight Shift: An eight and one-half (8-1/2) hour period, less thirty (30) minutes for meals on the employee's time. Starting times shall not be earlier than 5:00 a.m. nor later than 9:00 a.m. Straight-time hourly rates of pay are set forth in Schedule A hereof.

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 hourly second shift rates of pay are set forth in Schedule A thereof.

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 hourly third shift rate as set forth in Schedule A hereof.

Section 2. In the event an individual employee's starting time is changed, it shall not be changed again within five (5) consecutive work days, except in case of emergency or to return to the employee's previous starting time.

Section 3. In event of power curtailments and/or power rate "peak period" penalties, the normal workday and workweek provisions of this Agreement shall become inoperative.

Section 4. 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.

ARTICLE 7 **OVERTIME**

Section 1. All time worked over eight (8) hours per day, or forty (40) hours per week, shall be considered overtime and shall be paid for at time and one-half the straight time regular day shift rates. All time worked over ten (10) hours in a workday and all time worked on Sunday shall be paid for at double time the regular day shift rate.

Employees absent from work on a scheduled workday during the regular workweek shall be paid at the straight-time hourly rate until they have worked forty (40) hours during that workweek.

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 the overtime rate for such shift.

EXAMPLE: When a workman starts work at 8:00 A.M. on Monday morning, and is requested to work until 12:00 that night, he will have eight (8) hours rest before his regular starting time at 8:00 A.M. on Tuesday morning. But, if he is required to work until 2:00 A.M., he will have had only six (6) hours rest and shall receive time and one-half for Tuesday.

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.

ARTICLE 8 **REPORT PAY**

Section 1. Any regular employee who is required to report for work but does not commence work shall receive not less than two (2) hours pay at the applicable straight time hourly shift rate. Any regular employee who is required to report for work and commences work shall receive not less than four (4) hours pay at the applicable straight-time hourly shift rate.

Section 2. 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, power curtailment, machine breakdown, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency) or where the employee voluntarily quits, lays off or is discharged, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

ARTICLE 9 **EMERGENCY CALL-BACK 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 10 **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. When an employee is transferred to another classification paying a higher rate, he shall receive the higher rate for the duration of such employment in such classification.

Section 3. Foremen shall not be assigned to displace workmen during overtime periods.

Section 4. Working leadmen shall be paid at least one Dollar (\$1.00) per hour over the Journeyman rate. Foremen shall be paid at least two Dollars (\$2.00) per hour over the Journeyman rate.

Section 5. 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 6. 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 11

PAY DAY

Shops now paying weekly shall continue to pay weekly. In shops where employees are paid twice monthly, or every two weeks, they shall be permitted one draw day between pay days as prescribed by the management upon one day's notice by the drawee. Employees shall be given their paychecks 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:

1. 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.

2. The employee has been in the employ of the Employer for sixty (60) calendar days.

3. 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. However, in the event an employee would leave work without the specific approval of management before the established stopping time of his shift on a day before or after a holiday, he would be ineligible for any holiday pay and would be subject to further disciplinary action.

Section 2. The following shall be recognized as paid holidays: THE DAY BEFORE NEW YEAR'S DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THE EMPLOYEE'S BIRTHDAY, THANKSGIVING DAY, the DAY AFTER THANKSGIVING, the last scheduled workday before CHRISTMAS, CHRISTMAS DAY and ONE FLOATING HOLIDAY (to be determined by the Employee and Management not less than 2 weeks prior to the day taken off).

In cases where the above listed holidays fall on Saturday, the Employer shall have the option of specifying by the Wednesday preceding the holiday whether Friday shall be a regular workday or

regarded as the paid holiday. This provision does not apply to the Employees Birthday, whereas the Employees Birthday shall be taken off within the calendar week that it falls.

Section 3. All time worked on the aforesaid holidays shall be compensated for at double time the straight-time shift rate, plus holiday pay for eligible employees 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. Should any of the above holidays fall on Sunday, other than the Employees Birthday, the day observed by the Nation shall be considered a holiday and compensated for as required under the foregoing Sections of this Article.

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.

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:

280 hours	1 day
560 hours	2 days
840 hours	3 days
1120 hours	4 days
1400 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 1400 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 1400 hours in each of seven (7) consecutive vacation years shall be entitled to fifteen (15) days' vacation with pay at employee's straight-time hourly shift rate.

Section 5. Any employee who on June 1 of any year has worked 1400 hours in each of ten (10) 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 retained seniority and 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 fail to work a minimum of 1400 hours shall, upon working 1400 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. Employees entitled to two (2) or more weeks vacation will be allowed to separate his/her vacation into a minimum of one (1) week increments. 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. All vacation credits must be earned in the employ of one employer.

Section 8. Employees rehired after voluntarily resigning or being discharged for cause shall be considered new employees and vacation rights therefor 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. 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 vacation separate paychecks are not provided, the withholding tax will be adjusted to account for the vacation payment. Further, industrial insurance deductions will not be made on vacation hours.

ARTICLE 14 **JURY SERVICE**

Section 1. An employee having seniority as provided in Article 18, Seniority, and required by law to serve as a jurymen shall, upon satisfactory proof to the Employer of such service rendered, 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, however, such Employer reimbursement shall not be applicable to any period of time during which said employee-jurymen 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.

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.

ARTICLE 15 **FUNERAL LEAVE**

An employee having attained seniority as provided in Article 18, Seniority, who suffers a death in the immediate family shall receive three (3) days off with pay. The immediate family shall be defined as wife, husband, registered domestic partner, son or daughter; natural or loco-parentis, mother, father, brother or sister who are residing within the United States.

ARTICLE 16 **HEALTH AND WELFARE AND DENTAL PLAN**

Sec 1 The Employer shall pay the amount identified in Schedule "A" per hour worked by all employees covered by this Agreement to Northwest Metal Crafts Trust Fund for the purpose of providing Health, Dental and Vision benefits under Marine Boilermakers Health Plan.

Sec 2 The Employer and the Union acknowledge receipt of a copy of the Trust Agreement and they agree to be bound by said Trust Agreement and all lawful amendments thereto.

Sec 3 Any cost increases above these amounts for the purpose of maintaining benefits shall be provided in writing by the Union to the Employer no later than 30 days prior, in the form of an Allocation Letter.

Sec 4 Upon failure of the Company to make any of the payments required by Article 16, the Union shall refer the matter to the president of the Company upon the Union's notification by the Trust. In the event the Company does not make such payments within the time frame declared by the Trust, the Union shall at that time be free to exercise economic action against the Company to enforce payment, and such action shall not be deemed to be in violation of Article 23, No Strikes or Lockouts.

ARTICLE 17 **PENSION**

Effective (Ratification) Hours, contributions will be paid to the Boilermaker-Blacksmith National Pension Trust on the basis of two dollars and twenty cents (\$2.20) per hour for all hours worked by all employees covered by this Agreement.

Effective September 1, 2016 Hours, contributions will be paid to the Boilermaker-Blacksmith National Pension Trust on the basis of two dollars and twenty cents (\$2.20) per hour for all hours worked by all employees covered by this Agreement.

Effective September 1, 2017 Hours, contributions will be paid to the Boilermaker-Blacksmith National Pension Trust on the basis of two dollars and twenty cents (\$2.20) per hour for all hours worked by all employees covered by 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. 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 has been regularly employed for a period of three (3) months.

Seniority rights of laid off employees with five (5) years or less seniority shall continue for six (6) months from date of layoff and excused absences. Seniority rights of laid off employees with more than five (5) years seniority shall continue for one (1) year from layoff date.

Seniority rights of non-work-related-medically-absent employees with five (5) years or less seniority shall continue for six (6) months from date of absence. Seniority rights of non-work-related-medically-absent employees with more than five (5) years seniority shall continue for one (1) year from date of absence.

In all cases, where an employee who has attained seniority is absent from work due to an industrial injury, 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.

Notification for return from layoff shall be affected by telephone when possible; in the event the employee is not contacted by phone, the Company shall notify the employee at the employee's latest home address on record with the Company by means of verifiable communications (certified letter, courier, telegraph, etc.). The date of delivery of the certified letter shall begin the three (3) day period in which the employee must return to work. The Union will be notified in all cases where exceptions are made to extending the three-day period.

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 Ship Builders, Blacksmiths, Forgers, and Helpers, AFL-CIO/CLC 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 Shop Steward, 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. Apprentices shall be considered a separate classification for seniority purposes, and upon completion of their apprenticeship period shall be given full seniority from their date of hire as an apprentice.

Section 6. 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.

Section 6. Newly hired employees shall serve a 60 day probationary period during which qualifications for the position will be evaluated. Probationary employees may be terminated for reasonable cause, but without access to the grievance procedure of this contract.

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; provided further, that if he is injured while taking the test to an extent requiring medical attention, he shall be paid for all time spent up to the occurrence of the injury.

Section 4. All areas in which work is being performed on material of galvanized or red lead finish or brass or copper, or other materials, shall be properly ventilated while welding or burning.

Section 5. Vessels which have been used to carry combustibles, acids, etc. shall be properly cleaned and ventilated before welding or burning. All boilers shall be properly cleaned before men are required to repair them.

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. Any employee who is injured on the job to the extent of requiring 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.

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 COMMITTEES AND GRIEVANCE PROCEDURE**

The Union will appoint a committee of not less than one (1) or more than seven (7) (according to the number of employees) which will be known as the Shop Committee and which will be recognized by the Company.

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:

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.
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 a higher official designated by the Company. Such time limits can be extended by mutual consent of the parties.
3. If the complaint cannot be settled in Step 2, it shall, within five (5) working days after the written grievance was presented to the Company in Step 2, be referred in writing to Washington Metal

Trades, Inc., 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.

4. If the parties cannot reach an agreement, either party may, within ten (10) working days from the date the dispute was referred to Step 3, refer the matter in writing to an Arbitration Committee consisting of one (1) representative of the Employer, one (1) representative of the Union, and a third 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 4 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 this Step may be extended by mutual consent. The costs of the third arbitrator will be borne by the party whose position is not upheld by the arbitrator's decision (in the case of a compromise decision, the arbitrator shall decide on the distribution of his fees).

A grievance shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf, in any court or government agency a claim, complaint or suit complaining of the action grieved under federal, state or municipal law or regulation.

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

MAXIMUM PRODUCTIVITY

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the Company for the wage rates and conditions herein provided, and consistent with the principle of a fair day's work for a fair day's pay, the Union

pledges its agreement with the objective of achieving a high level of employee performance and efficiency consistent with safety, good health and sustained effort.

ARTICLE 23
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, if said strike is sanctioned and approved by Local No. 104 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, AFL-CIO/CLC, 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 24
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.

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.

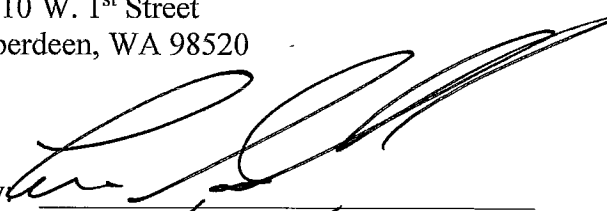
Section 3. Any traffic demand management constraints or penalties imposed upon the Company shall be considered to fall within the scope of this Article; therefore, waiving any requirements under Article 6, Hours of Work and Shifts, regarding hours within which work must be performed.

ARTICLE 25
DURATION

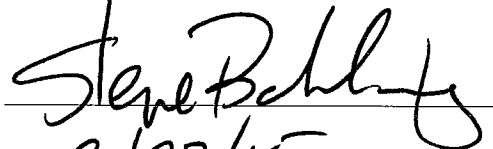
This Agreement will become effective on date of signing except as otherwise provided herein, and shall remain in effect through September 1, 2018, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of September 1, 2018, written notice must be given to the other party at least sixty (60) days in advance of September 1, 2018. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one year and in like manner from year to year thereafter.

SIGNED this 15th day of September, 2015, at Olympia, Washington.

WEST COAST HOIST & DECKS
2510 W. 1st Street
Aberdeen, WA 98520

By: 
Date: 9/15/15

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
AND HELPERS, AFL-CIO/CLC
LOCAL NO. 104

By: 
Date: 9/23/15

SCHEDULE A

Section 1. CLASSIFICATIONS AND MINIMUM RATES OF PAY

A. Classification wage rates are established on a percentage of the Journeyman rate as follows:

<u>Classification</u>	<u>Wage Rate</u>
Foreman	100% + \$2.00
Leadman	100% + \$1.00
Journeyman	100%
Helper	65%

Effective upon Ratification

Foreman	\$32.00
Leadman	\$31.00
Journeyman	\$30.00
Helper	\$19.50

Effective September 1, 2016

Foreman	\$33.00
Leadman	\$32.00
Journeyman	\$31.00
Helper	\$20.15

Effective September 1, 2017

Foreman	\$34.00
Leadman	\$33.00
Journeyman	\$32.00
Helper	\$20.70