

**A G R E E M E N T**

by and between

**WASHINGTON EMPLOYERS, INC.  
for and on behalf of  
ACE GALVANIZING, INC.**

and

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

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**WAGE SCALES AND WORKING RULES  
COVERING  
SHOP GALVANIZING**

**ARTICLE 1  
PREAMBLE**

**Section 1. This Agreement is made by and between WASHINGTON EMPLOYERS, INC., for and on behalf of Ace Galvanizing, Inc., and INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, WELDERS AND HELPERS OF AMERICA, AFL-CIO, LOCAL NO. 104.**

**ARTICLE II  
RECOGNITION**

**Section 1. WASHINGTON EMPLOYERS, INC., for and on behalf of Ace Galvanizing, Inc., 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 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 III 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 the Company will provide timely notification to the Local via fax or E-mail on a form provided by the Union.

### ARTICLE IV MANAGEMENT FUNCTIONS

Section 1. 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 XXI, Grievance Procedure.

### ARTICLE V 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 VI HOURS OF WORK AND SHIFTS

Section 1. A normal work day shall consist of eight (8) consecutive hours, exclusive of the lunch period. The normal work week shall consist of five (5) consecutive days, Monday through Friday.

Section 1(a). The normal day shift starting times shall occur between the hours of 6:00 and 9:00 a.m. Any night shifts shall normally begin immediately following the end of the previous shift. Effective December 1, 2006, employees shall receive an additional thirty cents (30¢) for second shift, and forty cents (40¢) for third shift above the Schedule A rates for each hour worked.

Section 2. In event of power curtailments and/or power rate "peak period" penalties, the normal work day and work week provisions of this Agreement shall become inoperative.

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.

## ARTICLE VII OVERTIME

Section 1. All time worked over eight (8) hours per day, Monday through Friday and the first ten (10) hours worked on Saturday shall be considered overtime and shall be paid for at time and one-half (1-1/2). All time worked over ten (10) hours in a work day and all time worked on Sunday shall be paid for at double time (2T).

Employees absent from work during a scheduled workday during the regular workweek, Monday through Friday inclusive, shall be paid at the straight-time hourly rate until they have worked forty (40) hours during that workweek. Company directed absences, observed holidays, and approved vacation are considered time worked for purposes of the 40 hour determination.

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 (1-1/2) 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 VIII 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 employee who is required to report for work and commences work shall receive four (4) hours pay at the applicable straight time hourly rate.

Section 2. Any regular employee who is not specifically instructed at least six (6) 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 and 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 IX 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 X 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. Employees designated by the Company as working leadmen shall be paid at least one dollar (\$1.00) per hour over the Galvanizer/Pickler rate.

Section 5. Nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

#### ARTICLE XI PAY DAY

Section 1. Effective for employees hired after November 21, 2006, Pay-Day shall be on Friday for the previous week's hours. Employees shall be given their pay checks prior to the end of their regular work shift on pay day. All regular pay checks 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 ceases active employment shall receive all wages due on the next regular pay period following the employee's last day worked.

Effective December 1, 2006, for employees employed as of November 21, 2006, the Company will "contribute" \$10.00 per week, and \$10.00 per week will be withheld from such employee's pay. The combined \$20.00 will be considered to be banked into an "escrow fund" until the point in time where the employee's "fund" is equal to one (1) week's pay for that employee. At that point in time, the employee's pay will change-over to the above "paid for the previous week's work" payroll method, and the employee will receive the full amount of the "escrow fund". Thereby, the "escrow fund" pay(check) will serve as the change-over-paycheck to the new payroll timetable. In the event an employee covered by this change-over procedure should quit or be terminated for just cause prior to receipt of the full change-over payment, that employee would only receive his/her withheld monies held in the escrow fund; such employee would not be eligible to receive the \$10.00 per week Company contributions to the fund.

## ARTICLE XII 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 fifteen (15) 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. In 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: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, the DAY AFTER THANKSGIVING, CHRISTMAS DAY, and the DAY BEFORE/AFTER CHRISTMAS effective December 2004.

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.

Section 3. Washington's Birthday will be observed on the third Monday in February, and Memorial Day will be observed on the last Monday in May.

Section 4. All time worked on the aforesaid holidays shall be compensated for at time and one-half (1-1/2) the regular straight-time hourly 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 5. Should any of the above holidays fall on Sunday, the day observed by the Nation shall be considered a holiday and compensated for as required under the foregoing Sections of this Article.

Section 6. 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 XIII VACATIONS

Vacations with pay will be granted on the following basis:

Section 1. A vacation year shall run from January 1 of any year to January 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 January 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. New employees or employees without seniority who are rehired will not accumulate vacation hours until after six (6) months service with the Company.

Section 3. Any employee who on January 1 of any year has worked 1400 hours in each of three (3) consecutive vacation years shall be entitled to two (2) weeks' vacation with pay at employee's straight-time hourly shift rate.

Section 4. Any employee who on January 1 of any year has worked 1400 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. Any employee who on January 1 of any year has worked 1400 hours in each of eighteen (18) 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 subsequent to January 1950 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. Vacations are not cumulative and shall be taken at such time during the period January 1 to January 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 after six (6) months service with the Company from the latest date of employment.

Section 9. Any employee who quits, is laid off or discharged after one (1) year of service 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 separate vacation paychecks are not provided, the withholding tax will be adjusted to account for the vacation payment. Further, it is understood and agreed that industrial insurance deductions will not be made on vacation hours.

#### ARTICLE XIV JURY SERVICE

Section 1. Any employee having attained seniority as provided in Article XVIII, Seniority, and required by law to service 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 XV**  
**FUNERAL LEAVE**

An employee having attained seniority as provided in Article XVIII, Seniority, who suffers a death in the immediate family, shall receive two (2) days off with pay. The immediate family shall be defined as wife, husband, son, daughter, mother or father who are residing within the United States.

**ARTICLE XVI**  
**HEALTH AND WELFARE AND DENTAL PLAN**

A. Effective November 1, 2003, the Company will provide health and dental benefits under Great West Life (health), Met Life (dental), and Vision Services (vision).

B. Maintenance of Benefits: The employee's cost share of the benefits of paragraph A shall be as follows:

Employee only - 10.9%

(Employee + Spouse) or (Employee + Child) - 16.3%

(Employee + Spouse + Child(ren)) or (Employee + Children) - 17.4%

C. The Employer's obligation to provide coverage for an employee under the above Plans shall cease on the last day of the month in which the employment termination occurs. If an employee ceases to be actively at work because of accident or illness, the Employer will keep the coverage in force for a period not to exceed four (4) months.

D. The Company will provide a "Plan-125" type benefit for the purpose of allowing employees who so elect to pay with pre-tax monies the employee's share of the cost for health and dental benefits under Article XVI. Participation in Plan 125 is voluntary. The Company will pay the administrative costs for the pre-tax payment of the employee's share of the costs of Article XVI benefits.

E. It is the intention of the Employer to maintain coverage that is essentially equal to the coverage in effect on December 1, 2003. However, the parties also recognize the probability of increases in the cost of benefits and are desirous of controlling costs to the greatest extent possible. The parties recognize that benefit coverage such as deductibles, co-pays, out-of-pocket-maximums, and/or co-insurance-percentages may need to be increased/decreased. Therefore, the Employer shall have the ability to "shop" for benefit coverage (the entirety of the health and dental benefits) that provides the greatest cost/benefit, consistent with the intent of all of the foregoing. In the event of a change in the health and/or dental coverage, unit employees will have the identical coverage as the General Manager, and the Union will be notified in advance of the change and provided with a copy of the new benefit coverage.



**ARTICLE XVII**  
**PENSIONS**

A. Effective December 1, 2006 hours, contributions will be paid to the Boilermaker-Blacksmith National Pension Trust on the following hourly basis for all hours worked by all employees covered by this Agreement who have completed six (6) months of continuous service with the Company.

	Effective 12/01/2006	Effective 12/01/2007	Effective 12/01/2008
Galvanizer/Pickler	95¢	\$1.00	\$1.05
Helper	85¢	85¢	85¢
Laborer	85¢	85¢	85¢

B. Whenever a majority of the shops covered by the Boilermaker-Blacksmith National Pension Plan is determined to be paying contributions on all compensable hours, then Employers covered by this Agreement shall pay on all compensable hours effective the next succeeding April 1 after such determination is made.

**ARTICLE XVIII**  
**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 re-employment, 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 four (4) months. Short term layoff (three (3) days or less) shall be conducted on a shift basis; long-term layoff (more than three (3) days) shall be conducted on a plant seniority basis.

Seniority rights of laid off employees will continue for six (6) months from layoff date and such employees will retain seniority rights for six (6) months in layoffs and excused absences, except 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.

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 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 XIX GENERAL

Section 1. 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 2. Under no consideration shall piece, task, or bonus systems be allowed.

Section 3. 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 XX 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 XXI 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 IV 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 XXII 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 Shipbuilders, Blacksmiths, Forgers, Welders and Helpers of America, AFL-CIO, 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 XXI hereof shall, as to the settlement of such grievance only, suspend the "No Strike or Work Stoppage" provisions contained in the preceding Section.

## ARTICLE XXIII 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, unless mutually agreed in writing, 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 XXIV  
DURATION

This Agreement will become effective on date of signing except as otherwise provided herein, and shall remain in effect through November 30, 2009, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of December 1, 2009, written notice must be given to the other party sixty (60) days in advance of December 1, 2009. 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_, at Seattle, Washington.

ACE GALVANIZING, INC.  
621 N.W. 41<sup>st</sup> St.  
Seattle, Washington 98107

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS  
BLACKSMITHS, FORGERS, WELDERS  
& HELPERS OF AMERICA,  
AFL-CIO, LOCAL #104

By *Nick Buckle* By *Janey King*

*Tim Walker*  
Washington Employers, Company Representative

*12-13-06*

**SCHEDULE A**  
**CLASSIFICATIONS AND MINIMUM RATES OF PAY**

A. The following are classifications and minimum rates of pay for Ace Galvanizing, Inc.:

Classifications	<u>Effective 12/1/2006</u>	<u>Effective 12/1/2007</u>	<u>Effective 12/1/2008</u>
Galvanizer/Pickler	\$18.13	\$18.88	\$19.63
Helper (77.77% of Galvanizer/Pickler)	\$14.10	\$14.68	\$15.27
Laborer (64.44% of Galvanizer/Pickler)	\$11.68	\$12.17	\$12.65

The function of loading and unloading trucks is to be performed by any of the above classifications.

B. New hires shall be paid at 70% of the Labor Grade rate for the first six (6) months of employment.