

AGREEMENT

By and Between

ACROWOOD CORPORATION

and

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

April 1, 2008 - March 31, 2011

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ARTICLE 1 - PREAMBLE

This Agreement is made by and between Acrowood Corporation (hereinafter referred to as the "Employer") and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders, and Helpers of America, AFL-CIO, Local No. 104 (hereinafter referred to as the "Union"), for and on behalf of the employees hereinafter classified.

ARTICLE 2 - RECOGNITION AND JURISDICTION

Section 1. The Employer hereby recognizes (as far as may be legally admissible) now and during the whole term of this Agreement and all renewals thereof the Union as the sole and exclusive collective bargaining agent for all employees of the Employer who work in the classifications set forth in this Agreement.

Section 2. It is agreed that interference with production due to jurisdictional disputes is contrary to the best interests of both parties to this Agreement, and both parties agree to make all reasonable efforts to avoid such disputes.

ARTICLE 3 - UNION SECURITY

Section 1. Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act, as amended, 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 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 Representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. A Union membership is in "good standing" when an employee is current in the payment of his/her regular monthly dues and initiation fees.

Section 2. Employees who fail to obtain or maintain membership in the Union are subject to termination by the Employer within three (3) days after the Union, through its Business Representative, submits a written notice to the Employer that the employee or employees are not members of the Union in good standing in accordance with the provisions of Article 3.

The Union agrees to withdraw any letter of termination if an employee, in respect to whom such notice has been served, shall complete his/her membership requirements with the time limit specified above.

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.

Section 4. The Employer agrees that it will, by payroll deduction, make monthly non-discriminatory union dues deductions on the basis of individually signed voluntary check-off authorization cards on forms agreed to by the Employer and the Union. By this act, the Employer is to be held harmless and any dues collected or any overpayment of dues will be handled by the Union apart from payroll deductions.

ARTICLE 4 - MANAGEMENT FUNCTIONS

Subject only to the specific provisions of this Agreement, the management of the plant, the assignment of work, (basic craft distinctions to be preserved) and the direction of the working force to include the adoption of reasonable work rules to maintain discipline and efficiency within the plant shall be the exclusive function of the Employer; provided, however, this shall not be construed as limiting the Union's rights under Article 21, Shop Committee and Grievance Procedure.

ARTICLE 5 - NONDISCRIMINATION

The Employer and the Union agree there will be no discrimination against any employee or job applicant because of race, religion, color, sex, age, or national origin, sexual orientation, gender identity, and any other class of individual protected by applicable State or Federal civil rights law.

ARTICLE 6 - HOURS OF WORK AND SHIFTS

Section 1. Eight (8) hours shall constitute one day's work; five (5) days, Monday to Friday, inclusive, shall constitute one week's work, provided that the workweek for the maintenance man/woman or maintenance worker and his/her or their regular assistants, may be five (5) days, Tuesday to Saturday, inclusive. The regular daily work periods for the respective shifts shall be as follows:

Section 2. *First Shift or Regular Daylight Shift.* An eight and one-half (8 1/2) hour period (between the time of not earlier than 6:00 a.m. nor later than 6:00 p.m.) less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular straight-time hourly shift rate as set forth in Appendix A hereof.

Section 3. *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 rate as set forth in Appendix A hereof.

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 Employer and the employees therein, subject to approval of the Business Representative of the Union and the representative of the Employer.

Section 5. Should it become necessary to implement a reduced workweek due to lack of production, before implementation of such reduced workweek, the Employer and the Union agree to discuss and work out the details of the reduced workweek to make it as equitable as possible to all employees.

Section 6. The Employer may adopt a four (4) day - ten (10) hour workweek after the parties agree to the applicable terms and conditions.

ARTICLE 7 - OVERTIME

Section 1. All time worked (includes holiday pay hours, approved vacation hours and approved funeral leave hours) over forty (40) hours per week, Monday through Friday, shall be considered overtime and shall be paid for at time and one-half (1 1/2) the straight-time rate established in Appendix A. All time worked over ten (10) hours in a workday and all time worked on Saturday shall be paid for at time and one-half (1 1/2) the regular straight-time rate. All time worked on Sunday, with the exception of field work, shall be paid double the regular straight-time rate.

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 overtime rate for such shift.

EXAMPLE: When a workperson starts work at 8:00 a.m. on Monday morning and is requested to work until 12:00 that night, he/she will have eight (8) hours rest before his/her regular starting time at 8:00 a.m. on Tuesday morning. But, if he/she is required to work until 2:00 a.m., he/she will have had only six (6) hours rest and shall receive time and one-half (1 1/2) for Tuesday.

In the event an employee is advised to report to work later than his/her normal starting for the purpose of allowing him/her at least an eight (8) hour work relief, he/she 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/her regular shift, on request of the employee he/she will be allowed up to thirty (30) minutes time to obtain a meal, on the employee's time.

Section 4. **Lunch Break:** When, because of unusual circumstances, an employee is ordered by his/her supervisor to continue working through his/her normal lunch period, he/she shall be allowed a one-half (1/2) hour break as required by State law.

ARTICLE 8 - REPORT PAY AND EMERGENCY CALL-BACK PAY

Section 1. **Report Pay:** Any regular employee coming under the Agreement who is required to report for work shall receive not less than four (4) hours pay at the applicable straight-time hourly shift rate. Any regular employee who is not specifically instructed at least twelve (12) hours before his/her regular starting time not to report for work shall be considered as having been ordered to report, and therefore entitled to four (4) hours pay.

Section 2. Report pay shall not be required where an employee is returning to work from absences of one (1) or more days without making prior arrangements with the Employer for his/her return to work.

Section 3. In the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency) or where the employee voluntarily quits, is laid-off, or is discharged, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

Section 4. *Call Back Pay.* Any regular employee who has completed his/her normal shift for the day and is called back to work shall receive not less than two (2) hours pay at the overtime rate.

Section 5. Employees will be allowed five (5) minutes time to remove and store protective equipment and clean-up before the close of shift.

ARTICLE 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 1. The classifications and minimum rates of pay for employees covered by this Agreement are set forth in Appendix A, which is attached hereto.

Section 2. Job descriptions for the job classifications covered by this Agreement are set forth in Appendix B, which is attached hereto.

Section 3. Additional understandings relating to use of the Production Specialist classifications are set forth in that job description, which is attached hereto.

Section 4. Working lead Employee's shall be paid no less than one dollar and fifty cents (\$1.50) per hour over the Lead employee's classification or the journey rate, whichever is higher. Leadpeople shall be recognized as a separate classification.

Section 5. Apprentice wages, ratios, and other matters concerning apprentices shall be as provided in the Seattle Boilermakers Joint Apprenticeship Standards, as approved by the Washington State Apprenticeship Council.

ARTICLE 10 - FIELD WORK

Section 1. Field work shall be considered as work done outside of the Employer's normal place of business and shall be paid according to the terms of this Agreement.

Section 2. Transportation shall be furnished by the Employer. If an employee is using his/her personal car or driving a company car, all time spent traveling prior to or after a work shift of at least eight (8) paid hours shall be considered work time, but only to the extent the travel time exceeds one (1) hour in each direction. A mileage rate equal to the Employer's rate per mile will be paid if the employee is using his/her automobile.

Section 3. If traveling by public transportation, all time spent in such travel, to a maximum of eight (8) hours daily will be counted as hours worked. Bona fide meal periods may be excluded in figuring working time during such travel. The following policies shall apply to field work involving overnight accommodations at an out-of-town destination:

- (a) Employees shall be reimbursed for all reasonable and necessary expenses. Public transportation and lodging accommodations will be made by the Employer and/or must be approved in advance.
- (b) A five percent (5%) hourly wage premium will be paid if performed in the United States or Canada. A ten percent (10%) wage premium will be paid if performed outside the United States and Canada.
- (c) Travel during an employee's normally scheduled work hours shall be paid at the employee's normal hourly rate, but not to exceed eight (8) hours per day. For this purpose only, an employee's regular shift hours shall apply to Saturday and Sunday travel.
- (d) If an employee is away from home on a Saturday or Sunday, the Employer will pay a flat rate of one hundred and fifty dollars (\$150.00) for each day so spent. If work or compensable travel occurs on a weekend day, any amounts paid shall be deducted from the one hundred and fifty dollars (\$150.00).
- (d) Employees shall be guaranteed eight (8) hours of pay per day at an employee's normal straight-time rate, Monday through Friday, for all kinds of work or travel performed on that day.
- (f) Employees shall report for their normal shift upon return not less than eight (8) or more than ten (10) hours after returning to their residence; however, if an employee returning from overseas travel arrives at the Seattle airport after midnight, he/she shall not be required to report for work on that day, but will receive the eight (8) hour straight-time guarantee. Employees shall be guaranteed eight (8) hours of pay on the day of return, Monday through Friday.

Section 4. All tolls shall be paid by the Employer.

ARTICLE 11 - PAY DAY

Section 1. Employees shall be paid weekly. Any employee who gets laid-off, or quits of his/her own volition, shall receive all wages due on the next regular pay day.

Section 2. All pay checks and all wage payments shall have a detachable stub or equivalent which will set forth the amount of the check, hours worked, and an itemized list of deductions.

ARTICLE 12 - HOLIDAYS

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

(a) All scheduled shift hours missed on an employee's last scheduled workday before and after the holiday shall be deducted as paid hours from holiday pay unless approved in advance by the Employer.

Exception will be made in cases where absence on the last scheduled workday prior to or the first scheduled workday following the holiday 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, temporary layoff shall be considered as one of two weeks or less in duration.

(b) The employee has been in the employment of the Employer for thirty (30) calendar days.

Section 2. The following nine (9) days shall be recognized as paid holidays: *NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, THE LAST SCHEDULED WORKDAY BEFORE CHRISTMAS AND CHRISTMAS DAY.*

Holidays will be observed on the same date as national holidays.

Note: Add one day of floating holiday time per year as follows: One day off of work with eight (8) hours of straight-time pay will be granted to any employee who works 1,200 hours in the previous calendar year. The floating holiday must be used during the calendar year or be lost. The floating holiday is lost upon termination of employment.

Section 3. In the matter of holidays falling on any day during the workweek Monday to Friday, inclusive, the parties recognize the desire of employees to enjoy a long weekend without loss of wages and without loss of production to the shop, and it is, therefore, understood that where the majority of employees in any shop agree, and with the approval of the Business Representative of the Union and the representative of the Employer, it shall not be a violation of the Agreement for the shop to work on the Saturday in the week preceding or the week following the holiday at the straight-time rate in lieu of working the day before or the day following the holiday, and in lieu of the pay for not working on such holiday.

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 for eligible employees pursuant to Section 1 above, shall be paid for such time. It shall be optional with the employees 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 paragraphs of this Article. It is understood that maintenance employees working a Tuesday through Saturday shift shall observe Sunday and Monday holidays on Tuesday.

Section 6. Should any of the above holidays fall within the vacation period of an employee, he/she shall be paid as set forth above for such holiday, provided he/she works his/her last scheduled workday prior to and his/her first scheduled workday following his/her vacation period.

ARTICLE 13 - VACATIONS

Section 1. A vacation year shall run from January 1 of any year through December 31 of the same calendar year. Employees shall earn vacation credit during each vacation year based upon the number of hours worked as follows:

800 HOURS	1 DAY
900 HOURS	2 DAYS
1,000 HOURS	3 DAYS
1,100 HOURS	4 DAYS
1,200 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 numbers of days of vacation credit which he/she has earned in the preceding vacation year.

Section 3. Any employee who on January 1 of any year during the term of this Agreement has worked 1,200 hours in each of three (3) consecutive vacation years shall be entitled to ten (10) days of vacation with pay at employee's straight-time hourly shift rate.

Section 4. Effective January 1, and thereafter during the term of this Agreement, any employee who on January 1 has accrued 1,200 hours in each of seven (7) consecutive vacation years shall be entitled to fifteen (15) days of vacation at the employee's straight-time hourly shift rate.

Section 5. Any employee who has worked 1,200 hours in each of eighteen (18) consecutive years shall, during the term of this Agreement, be entitled to twenty (20) days of vacation with pay at employee's straight-time hourly shift rate.

Section 6. Any employee who has once qualified for and received ten (10) days, 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 1, 1951, fail to accrue a minimum of 1,200 hours, shall upon achieving 1,200 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 the employee's straight-time hourly shift rate at the expiration of said vacation year.

Section 7. ~~Employees shall be eligible for only one vacation during a vacation year, except as this provision may be modified by the provisions of Section 9 below.~~ Employees may schedule vacations subject to the approval of the Plant Manager. A minimum notice of one week is required prior to taking vacation. The Plant Manager retains the discretion to waive the one week notice requirement on a case-by-case basis. 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 employee. As an exception, up to forty (40) hours of accumulated but unused vacation can be carried over into the next vacation year. Employer shall make every effort to establish vacation lists as soon as possible. All vacation credits must be earned in the employ of one employer.

Section 8. Any employee who quits, is laid-off, or is discharged shall be paid for his/her accumulated vacation credit; and if such employee has previously qualified for two weeks vacation, three weeks vacation, or four weeks vacation, he/she shall be paid for two (2), three (3), or four (4) times, whichever is applicable, the vacation credit set forth in Section 1.

ARTICLE 14 - JURY SERVICE

Section 1. An employee having seniority as provided in Article 18 - Seniority, and required by law to serve as jurymen shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his/her work time lost on the basis of the difference between his/her straight-time day shift hourly job classification rate, and his/her jury pay (excluding travel allowance); provided, however such Employer reimbursement shall not be applicable to any period of time during which said employee juryperson 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, five (5) days in a standard workweek, or one hundred (100) hours during the life of this Agreement.

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/her work shift, the employee will be reimbursed by the Employer for his/her work time lost on the basis of the difference between his/her straight-time hourly job classification rate, and his/her jury pay (excluding travel allowance), provided he/she returns to his/her job immediately, and promptly reports these facts to the Employer, provided, further, that if an employee works his/her regular shift in addition to performing jury duty, he/she shall not be paid by the Employer under the provisions of this Article.

ARTICLE 15 - FUNERAL LEAVE BEREAVEMENT LEAVE

If an employee with seniority suffers a death in the immediate family, he/she shall receive a maximum of two (2) workdays off with pay to arrange and/or attend the funeral. The immediate family ~~shall be~~ is defined as the Employee's wife, husband, son, daughter, mother, ~~or~~ father, siblings, mother-in-law, father-in-law and grandchildren ~~who are~~

~~residing within the United States.~~ If requested, the Employer may allow unpaid time off in conjunction with the death of an immediate family member or other relative.

ARTICLE 16 - HEALTH AND WELFARE AND DENTAL

Section 1. Health and Welfare: The Employer agrees to make a monthly contribution to the Northwest Metal Crafts Trust Fund (Trust), POB 1225, Seattle, Washington, for the purchase of Boilermaker Marine Plan III (health, welfare, and dental benefits) in the amount of:

- (a) Effective April 1, 2008, the Employer will contribute Four dollars and Sixty-four cents (\$4.64) on behalf of eligible employees and their lawful dependents based upon his/her compensable hours worked not to exceed 173 hours per month. Effective April 1, 2008, each employee will contribute Sixty-one cents (\$0.61) by payroll deduction based upon his/her compensable hours worked not to exceed 173 hours per month. The total contribution to the Trust will be five dollars and twenty-five cents (\$5.25).
- (b) Effective July 1, 2008, the Employer will contribute Four dollars and Seventy-one cent (\$4.71) on behalf of eligible employees and their lawful dependents based upon his/her compensable hours worked not to exceed 173 hours per month. Effective April 1, 2008, each employee will contribute Sixty-nine cents (\$0.69) by payroll deduction based upon his/her compensable hours worked not to exceed 173 hours per month. The total contribution to the Trust will be five dollars and twenty-five cents (\$5.40).
- (c) For the purposes of this Article 16, compensable hours equal hours worked plus paid holidays, paid vacation, Jury Leave, and Bereavement Leave provided for in Articles 12 through 15 of the Agreement.

Section 2. To provide for the establishment and administration of the Health and Welfare Plan, there shall be executed an Agreement and Declaration of Trust which shall provide for equal representation of employers and union through trustee membership. Said trustees shall be empowered to procure health and welfare benefits and administer the Trust Agreement within the limitation and provisions of the Trust Agreement.

Notwithstanding the hourly rate contribution for health, welfare and dental established herein, it is specifically agreed that the Trustees of the Fund, if necessary, in the interest of maintaining financial stability in the Trust Fund, may amend such established rates either upward or downward. Such amended rates shall become effective on the first day of the month after sixty (60) days written notice shall have been given to the parties by the Trustees.

Section 3. Should the Northwest Metal Crafts Trust (or an approved alternate plan) require hourly contributions exceeding ~~four dollars and one cent (\$4.01)~~ those provided for in Article 16, Section 1, ~~above per hour~~, they shall be shared equally (50/50) by the Employer and the Employee provided that the Employee share will not exceed twenty percent (20%) of the total hourly contribution required by the Trust. The Employee's share shall be paid by the employee through an appropriate hourly wage rdeduction that

may be diverted via an IRS Plan 125 if the Employer chooses to implement one. The parties agree to have the Employee portion of monthly Health & Welfare premiums deducted from the Employees paycheck bi-monthly based on estimated hours. Following the end of the last pay period covering any portion of a month, any deductions taken from the Employee's pay for hours in excess of the hours for which the employee was actually compensated in that month shall be reimbursed to the Employee, simmilarly, overages may be deducted from the Employee's future pay.

Section 4. The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned, or by such other due date as may be established by the Board of Trustees. The board of Trustees will furnish transmittal forms.

ARTICLE 17 - PENSIONS

EFFECTIVE MAY 1,st 2008 (April 2008 hours), The Employer shall pay ~~two dollars and fifty cents (\$2.50)~~ three dollars (\$3.00) into the Boilermaker-Blacksmith National Pension Trust on behalf of employees for all compensable hours.

NEW HIRES: Payment for new hires will commence after the employee works eighty (80) hours. Payment is not required for the first (80) hours worked.

~~The Employer agrees to increase the hourly pension contribution if the bargaining unit employees elect to divert a portion of their wages in a similar amount.~~

ARTICLE 18 - SENIORITY

Section 1. In all layoffs and re-employment, the rule of seniority shall prevail where seniors are competent, so long as the senior employee has been earlier agreed upon as being qualified to perform the work; provided than an employee shall not be considered as eligible for seniority until he/she has been regularly employed for a period of ninety (90) workdays within a nine (9) month period. Seniority shall date back to the first weekday counted to achieve seniority.

Section 2. Seniority and all job rights of laid-off employees and employees on leaves of absence, including injury or illness, will continue based on the following formula:

<u>SENIORITY</u>	<u>RETENTION</u>
0-12 Months	6 Months
Over 12 Months	12 Months

Section 3. Conditions of Maintaining Seniority

(a) The employee shall also lose his/her seniority and all job rights for any one of the following reasons: voluntary termination; discharge for cause; failure to report from lay-

off within seven (7) working days after notification to report; and failure to maintain membership in good standing in the Union, providing the Union, through its Business Representative, so advised the Employer in writing, as provided in Article 3 of this Agreement.

(b) Notification to return from layoff shall be by certified letter (restricted delivery) to the employee's last known address on file with the Employer, with a copy to the Union (ordinary mail). The employee must make himself/herself available for work on the date specified in the letter or within seven (7) working days from mailing (as verified by the postmark), whichever is later, or lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer, the Union, and the particular employee involved.

(c) It is the employee's responsibility to notify the Employer if he/she is leaving the area for more than three (3) consecutive working days during a period of layoff. If the employee does not respond to the recall notification by noon on the fifth (5th) working day following mailing, the Employer will immediately advise the Union by telephone. Should the Employer neglect to do so, the reporting date will be extended by one (1) working day for each day of delay, thereby assuring that the Union has at least one (1) full working day to locate the recalled employee.

Section 4. Apprentices shall be considered a separate classification for seniority purposes and, upon completion of their apprenticeship period, they shall establish seniority as a Journeyman as of the date they commenced the apprenticeship program with the Employer.

Section 5. 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 Union, so long as the activities are not carried on during working hours so as to interfere with production at the plant.

Section 6. Upon request by the Business Representative or the Chairperson 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 7. 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 8. Leadpeople shall be regarded as a separate classification for seniority purposes at time of layoff and recall, based on the following ratio: At least one (1) leadperson per department per shift for up to ten (10) unit employees in that department and at least one (1) additional leadperson for every eight (8) unit employees thereafter. This understanding shall not be interpreted to permit a superficial reclassification to leadperson without assuming additional leadman responsibilities.

Section 9. Prior to the retention of an employee out of seniority, the qualifications of the employee to be laid-off will be reviewed with the Shop Committee with the intent of offering him/her the opportunity to perform another job in his/her classification. If a person is given the opportunity to try another job, he/she will be given a trial period of five (5) working days to qualify. In the event he/she is unable to qualify, he/she may be laid-off subject to recall.

Section 10. When a probationary employee moves to a new classification within the bargaining unit, their probationary period will start over on that date. If an employee with seniority moves to another bargaining unit classification, his/her seniority will start immediately.

ARTICLE 19 - GENERAL

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

Section 2. Any welder presenting satisfactory evidence that he/she 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 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/she passes the test successfully, and provided further that if he/she is injured while taking the test to an extent requiring medical attention, he/she 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 employees are required to repair them.

Section 6. Under no consideration shall piece, task, or bonus systems be allowed.

Section 7. The Employer shall furnish all power tools.

Section 8. 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 9. Any employee who is injured on the job to the extent of requiring medical treatment which results in his/her leaving work shall be entitled to pay for the time involved during his/her normal work hours. In the event a doctor advises an injured employee he/she should not return to work because of his/her injury, he/she shall, upon presenting to the Employer prior to his/her return to work a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift of the day of injury.

Section 10. Non-bargaining unit employees (management/supervisory personnel) shall not perform bargaining unit work, unless in an absolute emergency or instructional situation.

Section 11. Notwithstanding the terms and conditions of employment established by this Agreement, the Employer may take actions that are reasonable and necessary to comply with the Americans With Disabilities Act.

ARTICLE 20 - ACCESS TO PLANT

Business Representatives of the Union, upon application to the offices of the Employer 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 Agreement, provided they do not interfere with production in the shops.

ARTICLE 21 - SHOP COMMITTEE AND GRIEVANCE PROCEDURE

Section 1. The employees of each shop will have a designated committee of not less than two (2) nor 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 Employer.

Section 2. Prompt consideration shall be given to grievances.

Section 3. Any complaint arising among the employees in the shop over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:

STEP 1.

Any such complaint shall, within three (3) working days from the time the complaint arose or should have been reasonably known to exist, first be referred to the grievant's immediate supervisor or other official designated by the Employer.

STEP 2

If no satisfactory agreement is reached in Step 1, the matter shall, within five (5) working days after it was first brought to the attention of the Employer, be reduced to writing by describing the incident involved, the provision of the Agreement alleged to be violated, and the remedy requested, and be submitted to a higher official designated by the Employer.

STEP 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 Employer in Step 2, be referred in writing to the Employer, whose representative shall promptly meet with the Union Business Representative for the purpose of settling the grievance.

STEP 4

(a) 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, setting forth the specific question to be arbitrated, preferably in the form of a Stipulation to arbitrate, to an Arbitration 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 and the parties are unable to agree upon the third (3rd) arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified and approved arbitrators, from which list the third (3rd) arbitrator shall be selected by the other two (2) members of the Arbitration Committee alternately striking one name from the list until only one (1) name shall remain.

(b) 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 consistent with federal labor laws and regulations, including the National Labor Relations Act, and be within the scope of this Agreement, and shall not change any of its terms or conditions.

(c) 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 rights of the Union or rights of Management not at issue in the current dispute. The Arbitration Committee shall, in their decision, specify whether or not the decision is retroactive, and the effective date thereof. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in any other case.

(d) Each party shall be responsible for its own costs of arbitration, including witness and attorney fees, if any.

Section 4. 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.

Section 5. The Employer 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 question so interpretation or application of this Agreement. The Union shall have the right to initiate a grievance at the Step 1 level on behalf of an individually named employee.

ARTICLE 22 - NO STRIKES OR LOCKOUTS

During the life of this Agreement there shall be no strikes or work stoppages and no lockouts shall be entered upon by the Employer. Any action of the Employer in closing it's plant during a general strike, riot or civil commotion for the protection of the plant and property shall not be deemed a lockout. As an exception to the above, employees may observe picket lines that are not directed at the Employer, provided they are sanctioned and approved by the Union.

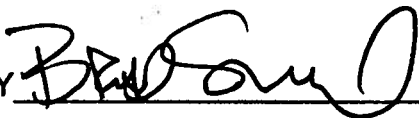
ARTICLE 23 - SCOPE OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements regarding the subject matter of this Agreement shall be deemed to exist, or to bind any of the parties hereto, unless in writing and signed by both parties.

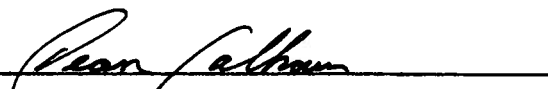
ARTICLE 24 - EFFECTIVE DATE AND DURATION

This Agreement will become effective April 1, 2008, except as otherwise provided herein, and shall remain in effect until March 31, 2011, unless changed by mutual consent. Should either party desire to change, modify, or terminate the Agreement on the anniversary date of March 31, 2011, written notice must be given to the other party sixty (60) days in advance of March 31, 2011. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter.

SIGNED THIS 4th DAY OF August, 2008

BY: 

ACROWOOD CORPORATION
4100 BLOCK CASCADE
EVERETT, WASHINGTON

BY: 

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

APPENDIX A

Section 1. Classifications and Minimum Rates of Pay

- A. Classification wage rates are established on a percentage of Shop Mechanic rate as follows:

<u>CLASSIFICATION</u>	<u>WAGE RATE</u>
LAYEROUT	110%
MASTER JOURNEYMAN	105%
BLACKSMITH WELDER BURNER SHOP MECHANIC	100%
CRANEMAN TACK WELDER PRODUCTION SPECIALIST	85%
SPECIALIST	75%
GENERAL HELPER	55%
CLEAN-UP PERSON	50%

- B. 100% Wage Rate & Break-In Rates for each Classification

<u>CLASSIFICATION</u>	<u>4/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>
100%	\$22.05	\$23.05	\$24.05
1 st year 90%	\$19.85	\$20.75	\$21.65
2 nd year 93%	\$20.51	\$21.44	\$22.37
3 rd year 97%	\$21.39	\$22.36	\$23.33
85%	\$18.74	\$19.59	\$20.44
1 st year 90%	\$16.87	\$17.63	\$18.40
2 nd year 93%	\$17.43	\$18.22	\$19.01
3 rd year 97%	\$18.18	\$19.00	\$19.83

75%	\$16.54	\$17.29	\$18.04
1 st year 90%	\$14.89	\$15.56	\$16.24
2 nd year 93%	\$15.38	\$16.08	\$16.78
3 rd year 97%	\$16.04	\$16.77	\$17.50
55%	\$12.13	\$12.68	\$13.23
1 st year 90%	\$10.92	\$11.41	\$11.91
2 nd year 93%	\$11.28	\$11.79	\$12.30
3 rd year 97%	\$11.77	\$12.30	\$12.83

~~NOTE: DURING THE TERM OF THIS AGREEMENT, THE WAGE PROGRESSIONS SHALL BE INOPERATIVE.~~ Based upon prior experience or other relevant factors, the Employer may place employees at any step in the wage progression and accelerate their advancement to the full rate of pay for their classification. Notwithstanding any other provision of the contract, Employees employed as Journeymen on or before April 1, 2008 will be placed at not less than the 93% tier in their classification.

(1) The above hourly rates will be reduced by ~~one cent (\$.01)~~ six cents (\$.06) per compensable hour upon the Employer's agreement to remit monthly into the Puget Sound Apprenticeship Fund ~~one cent (\$.01)~~ six cents (\$.06) for each compensable hour paid to the bargaining unit employees.

(2) Health and Welfare deductions from the above pay rates will be determined as provided in Article 16.

(3) ~~No employee will suffer a reduction to his/her wage rate as a result of this Wage Schedule.~~ Employer reserves the right to adjust discretionary over-scale premiums based on the final contract settlement. However, the Company agrees that each bargaining unit employee will receive an increase in their total wage calculated as follows. Total Wage = Classification Base Pay + Lead Premium (if any) + Discretionary Premium.

<u>2008</u>	<u>2009</u>	<u>2010</u>
2%	2%	2%

(3) The second shift premium is established at ~~fifty cents (\$.50)~~ one dollar (\$1.00) an hour.

**ACROWOOD
CORPORATION**

As of 1-23-08

BOILERMAKERS LOCAL #104 UNION SENIORITY LIST

<u>#</u>	<u>NAME</u>	<u>DATE of SENIORITY</u>	<u>CLASSIFICATION</u>
327	BAKER, Dan	03-07-88	Shop Mechanic/Lead
339	DUMAS, Rick	1-21-03	Foreman Fab
315	Scott, Robert	5-31-05	Burner
350	Mathew Beck	4-17-06	Shop Mechanic/BlackSmith
354	Ryan Reeves	7-5-06	Shop Mechanic
356	Karl Lundblade	8-14-06	Shop Mechanic
358	Gerald Anderson	9-7-06	Shop Mechanic
362	James Mclean	6-4-07	Shop Mechanic
364	David Barnhart	1-2-07	Shop Mechanic/layout
366	Denis Hunstead	6-4-07	Shop Mechanic

**BOILERMAKERS
2008 VACATION HOURS
(Earned in 2007)**

Clock #	Employee	Carry	Earned	Balance
327	Dan Baker (2716) \$23.88		160	
358	Gerald Anderson (2192) \$19.34		40	
339	Rick Dumas (2653) \$24.88		80	
350	Mathew Beck (1359) \$19.34		40	
315	Robert Scott (1628) \$19.34		80	
364	David Barnhart (2290) \$20.34		40	
356	Karl Lundblade (2104) \$19.34		40	
354	Ryan Reeves (1911) \$19.34		40	
362	James Mclean (2028) \$19.34		40	
366	Denis Hunstead (1446) \$19.34		40	

Dan Baker 2004 Hours 1,896

Dan Baker 2005 Hours 1934

Dan Baker 2006 Hours 2250

Rick Dumas 2004 Hours 2,062

Rick Dumas 2005 Hours 2071

Rick Dumas 2006 Hours 2255