

**AGREEMENT**

By

And

Between

**US Barge LLC**

And

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITH, FORGERS AND HELPERS, AFL-CIO**

February 14, 2007 through February 29, 2012

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## **PREAMBLE**

This Agreement is entered into by and between US BARGE LLC, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITH, FORGERS AND HELPERS, LOCAL NO. 104, hereinafter collectively called the "UNION". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union establish general working conditions, and to provide for equitable and peaceful adjustments of differences which may arise. The parties recognize the success of the organization and employee job security, is contingent upon labor and management's ability to work together to deliver a high quality product at a competitive price, on time, in a safe manner.

## **ARTICLE 1 SCOPE OF AGREEMENT**

### **Section 1.1**

This Agreement shall be applicable to all production employees of the Employer engaged in the construction, repair or conversion of barges or any other vessel and related machinery repair and maintenance on behalf of the Employer. The Employer hereby recognizes and confirms the right of its production employees to perform all work done by the Employer in connection with fabricating of iron, steel, metal and other products, and for the duration of this Agreement hereby assigns such work to said production employees solely and to the exclusion of all other unions, and employee groups. This Agreement is not intended and shall not be construed to extend to facility maintenance employees, office or clerical employees, confidential employees, guards, or supervisory personnel as defined in the National Labor Relations Act, and all others employees. Any Unit employee directed by the Employer to work at any other location, domestic or foreign, will remain covered by this Agreement.

### **Section 1.2**

Special agreements modifying the terms and conditions of this agreement will be utilized where necessary to increase market share and work opportunities. These agreements will be written as "Letters of the Agreement".

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1**

Subject to the specific provisions of this Agreement, Management retains all rights to operate and manage company operations, to control, direct and schedule its operations and workforce and to make any and all decisions affecting such operation whether or not specifically mentioned herein. The parties recognize the rights of the Employer include, but are not limited to:

Select and hire all Employees, and to supervise their work as well as the management of the Company's operations; determine facility location(s) and the work to be performed, including the right to move, reduce or discontinue such operations; determine the method, manner and means and standards through which employees perform their jobs; determine the need for a reduction or increase in the workforce and the implementation of any decision with regards thereto; introduce new or different technology or automation into the workplace; determine the number of Employees to be employed and the specific duties and job descriptions of such Employees; establish, modify or change schedules and working hours; organize and re-organize in any manner it chooses; determine the qualifications of Employees; promote, demote, transfer, layoff and recall Employees; allocate and assign work to Employees; determine the need for educational courses, training programs, or on-the-job training, and assign employees to such duties for periods to be determined by the Employer; make and enforce workplace rules and policies; and change any policy, procedures or practices five (5) work days after copies thereof have been furnished to the Union and posted on the Company' bulletin board. It is understood that such policies and rules shall not be inconsistent with the provisions of this Agreement; discipline or discharge Employees and maintain an efficient and orderly work environment.

#### Section 2.2

The Employer reserves the right to subcontract work. Upon request of the Union the parties agree to meet and discuss how to increase the amount of available work to be performed by the Bargaining Unit.

#### Section 2.3

Nothing in this section shall be construed as limiting the Union's rights provided in this agreement nor their ability to appeal decisions via the parties established grievance procedure.

## **ARTICLE 3**

### **RECOGNITION, UNION MEMBERSHIP AND ACTIVITIES**

#### Section 3.1 RECOGNITION:

The Employer recognizes the Union as the sole collective bargaining agent for all bargaining unit Employees engaged in work covered by the "Scope of Agreement".

#### Section 3.2 UNION MEMBERSHIP:

(a) Employees included in the Bargaining Unit covered by this Agreement who are members of the respective Union as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

(b) Employees hired after the effective date of this Agreement shall apply for membership with the Union on the thirty-first day following the beginning of such employment, and all Employees who are accepted into membership in the Union shall maintain their membership in the Union as a condition of their employment. If an employee fails to become a member of the Union by the thirty-first day from the date of his/her employment, the Employer upon written request of the Union shall terminate him/her.

(c) Notwithstanding the aforementioned section and pursuant to state law, the foregoing provisions shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee unions. However, every such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the charitable organization shall be made in accordance with applicable laws.

(d) The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this section.

#### Section 3.3 UNION ACTIVITIES:

After informing and receiving permission from a salaried supervisor, the Union representative may, during non-work time, visit the work location of employees covered by this Agreement. Union membership or legal Union activity shall be allowed at the job site when such activities are not carried on during working hours or so as to interfere with production.

The Union shall inform the employer in writing of the names of its officers and stewards who are authorized to represent the Union. Such information shall be kept up-to-date.

The Employer shall provide the Union with a bulletin board at a reasonable location for its use in communicating to members.

#### Section 3.4 SHOP STEWARDS:

Shop stewards shall be utilized to assist with the proper administration of the terms of this Agreement. In no event shall the Company discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her duties as a steward. Twelve (12) hours advance notice will be given the shop steward if he/she is to be laid off.

There may be a designated Chief Shop Steward who will be employed during his/her term of office when work is available. Such Chief Shop Steward shall be qualified to perform the work available and shall have no noted performance deficiencies. The parties agree there shall be no more than one union representative per shift.

## **ARTICLE 4**

### **NO DISCRIMINATION**

#### **Section 4.1**

The provisions of this Agreement will be applied equally to all employees in the bargaining unit. The Employer and Union agree that there will be no discrimination in employment because of race, creed, color, national origin, age, sex, veteran status, union affiliation, or mental, physical or sensory disability, as defined by Federal and State Laws or any other legally protected status. Compliance with State and/or Federal laws shall not be considered discrimination. Both parties agree that pre-employment screening for criminal record and verifiable employment history is the prerogative of the Employer provided such practices will comply with all legal requirements and standards to ensure equal opportunity employment.

## **ARTICLE 5**

### **NO STRIKE, LOCK-OUT OR INTERFERANCE OF WORK**

#### **Section 5.1**

There shall be no lockouts on the part of the Employer, nor suspensions or slow downs of work, mass sick call ins, or strikes including sympathy strikes. This agreement is a guaranty that that for its duration there will be no strikes, production slow downs nor interference, nor lockouts. If any such activity takes place, the Union will immediately notify all Union agents, officers, representatives, and bargaining unit members engaging in such activities to cease and desist, and the Union shall publicly declare by letter to the Company President that such activity is in violation of this Agreement and is unauthorized. In the event the Union fails to fully and faithfully discharge its duties under this Article, the Employer shall be entitled to recover its losses incurred as a result of activity in violation of this Article. However, the Company agrees that in consideration of the due performance by the Union of the undertakings herein assumed by it with respect to preventing and terminating violations of this Article, there shall be no liability on the part of the Union, its officers, agents, or on the part of its members as such for damages or otherwise. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action, which may be subject to appeal is the question of whether or not the employee engaged in such activity. Employees who refuse to cross a picket line may be immediately terminated from employment and such action shall not be subject to appeal. However, employees that refuse to go through a picket line out of concern for personal safety, as verified by the Union and Employer and/or law enforcement personnel, shall not constitute a violation of this clause of the agreement or be cause for discharge. Except as otherwise noted in this Article, all complaints, grievances or disputes arising under its provisions will be settled pursuant to the grievance procedure outlined in this agreement.

## **ARTICLE 6**

### **HIRING, INTRODUCTORY PERIODS, AND DISCHARGE**

#### **Section 6.1**

The Employer has the right to determine the competency and qualifications of its employees.

#### **Section 6.2**

The Union agrees that it will, upon the request of the Employer, refer experienced applicants, when available, to the Employer for the classifications covered by this Agreement. The Union recognizes that vacancies may be filled by the Employer from any source.

#### **Section 6.3**

The Employer retains the right to reject any job applicant referred by the Union. The Employer agrees to notify the appropriate Union in writing of the name or names of any former Employee or Employees not eligible for rehire.

#### **Section 6.4**

The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Employer, and the Employer agrees to not discriminate against Union workers in selecting job applicants referred by the Union.

#### **Section 6.5**

The Employer retains the right to call individuals to work directly when needed without prior notification to the Union where the need of additional personnel is required.

#### **Section 6.6**

If the Employer hires persons other than those referred by the Union, it shall advise the Union in electronically in writing within five (5) working days after such person is hired as to the name, address, social security number, date of hire, classification, and rate of pay of such Employee. The Employer shall notify the Union of such hiring electronically in writing within five (5) working days as above. The same information shall be furnished by the Employer to the Union within forty-eight (48) hours after the termination of such Employee.

#### **Section 6.7**

All Employees referred to the Employer by the Union under this Article shall submit to the making of such records as are, or may be required by the Employer for the purpose of identification.

**Section 6.8 NEW HIRE INTRODUCTORY PERIOD:**

New employees shall complete a six-month introductory period. Such period shall consist of six consecutive months of employment with a minimum of 900 actual hours worked. During the introductory period, a newly hired employee may be terminated at any time without cause. During this period newly hired employees may be disciplined and be given an opportunity for response; however, they shall have no recourse for the disciplinary action through the appeal or grievance process.

**Section 6.9 PROMOTIONAL INTRODUCTORY PERIOD:**

Newly promoted employees shall complete a ninety-day introductory period. Such period shall consist of three consecutive months with a minimum 500 actual hours worked. During the promotional introductory period, if the employee is not able to successfully learn and perform the job for which he/she was appointed to for reasons other than willful misconduct or poor work habits, the employee shall be permitted to bump back to their formerly held position. Such promotional disqualification shall not be subject to appeal or grievance process.

**Section 6.10 DISCHARGE:**

The Employer may discharge any Employee for just and sufficient cause. Just cause for immediate termination of employment shall include, but not be limited to, willful or recurring safety violations, failure to follow instructions/insubordination, acts of aggression or violence, sabotage to equipment or production operations, and employer code of conduct violations.

**ARTICLE 7  
SUPERVISION**

**Section 7.1**

Selection of supervisory personnel shall be solely at the discretion of the Employer.

**Section 7.2**

All Supervisors, hourly and salaried alike, shall be allowed to work with the tools. However, it is not the intent of the Employer to supplant bargaining unit employees with salaried personnel to perform production work.



## **ARTICLE 8**

### **STANDARD WORK WEEK**

#### **Section 8.1 EMPLOYEE WORK SCHEDULES:**

Unless otherwise designated, the work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Saturday. The parties agree that work schedules other than a standard forty-hour Monday through Friday, or weekend based three twelve, work shift may be necessary in order for the Employer to meet its business commitments. The employer will provide five (5) days notice prior to establishing a non-standard work week.

Employees will be assigned in accordance with the provisions of this Agreement to work one of the following schedules:

- a) Five (5) consecutive days of eight (8) hours followed by two (2) days off.
- b) Four (4) days of ten (10) hours followed by a minimum of two consecutive days off.
- c) Three (3) consecutive days of twelve (12) hours followed a minimum of three consecutive days off. Completion of 36 hours worked will be compensated as 40 hours straight time pay, and shall also be used for vacation, holiday, and all fringe benefit funds such as health and pension plans. However, failure to work the three consecutive twelve-hour shifts will result in compensation, vacation, overtime calculation etc., to be based on actual hours worked.
- d) Other work schedules necessary to meet production commitments. The Employer shall provide the Union with advance notice of such schedule modifications.

No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

Start times and lunch for all shifts will be established by the Employer and will be dependent on the nature of the work available.

## **ARTICLE 9 SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

### **Section 9.1**

Regular starting times of the day shift shall be between 5:00 AM and 10:00 A.M. An Employee's regular starting time shall remain in effect for the duration of the workweek; however, once during the workweek the Employer may temporarily change the starting time within the 5:00 A.M. to 10:00 A.M. range. Temporary starting times shall apply to all shifts. The Employer will provide as much advance notice of starting time change as feasibly possible.

### **Section 9.2**

Employees transferred from one shift to another, unless relieved from work at least a full shift as set forth herein, before starting their new shift, shall be paid the overtime rates for the first such shift worked. No Employee shall be transferred from his/her regular assigned shift to another shift more than once a workweek, except however, s/he may be returned to his/her regular assigned shift, except in extreme emergency or shortage of workers.

### **Section 9.3**

Employees required to work overtime, unless relieved from work at least a full shift as set forth herein, before starting to work on their next regular shift, shall be paid the overtime rate for the next such shift. However, in event an Employee is advised to report to work later than his/her normal starting time for the purpose of allowing him/her at least a full shift relief, s/he shall be paid only for hours worked.

### **Section 9.4 FIRST OR REGULAR DAYLIGHT SHIFT:**

An eight and one half (8-1/2) hour period or ten (10-1/2) hour period 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 or ten (10) times the regular hourly rate with no premium.

### **Section 9.5 SECOND SHIFT:**

An eight and one-half (8-1/2) hour period or ten (10-1/2) 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) or ten (10) times the regular hourly rate as set forth in Schedule "A", plus twenty-five cents (\$.25) per hour.

### **Section 9.6 THIRD 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 third shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in Schedule "A", plus fifty cent (\$.50) per hour.

**Section 9.7 TWELVE- HOUR WORK SHIFTS:**

A thirteen (13) hour period less sixty (60) minutes for meals on Employee's time. Two (2) thirty (30) minute lunch periods, every four (4) hours on employee's time shall be allowed. A lunch period shall be allowed, on the Employer's time, at the end of shift if required to work overtime. In the event the employer elects to run back to back twelve hour shifts (production running 24 hours a day) established lunch periods shall be modified to ensure they do not interfere with production operations.

**Section 9.8 MEALS AND BREAKS:**

All employees shall have one unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of ten (10) minutes each, one (1) in each half of a full-time shift. Employees may not forego a meal or break period to curtail the length of their working day. Where the nature of the work permits an employee to take an intermittent rest period equivalent to ten (10) minutes for each half shift worked, scheduled rest periods are not required.

**ARTICLE 10  
WAGE SCALES**

**Section 10.1**

The Employer agrees to pay to its Employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.

**ARTICLE 11  
OVERTIME**

**Section 11.1**

All time worked over forth (40) hours per week shall be paid at the rate of time and one half (1-1/2) the straight time regular rate. When scheduled for 4/10's, overtime applies only after (10) hours per day or forty (40) hours per week. When scheduled for 3/12's overtime applies only after twelve (12) hours per day or thirty-six (36) hours per week.

**Section 11.2**

Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the applicable overtime rate.

**Section 11.3**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement, i.e., whenever two or more overtime rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime rates.

#### Section 11.4

For purposes of computing overtime, vacation leave shall be considered as time worked.

#### Section 11.5

If the Employer has an overtime requirement, the Employer has the right to fill that need. In such situations, the Employer will give as much advance notice as possible which shall include posting the notice. The Employer will first attempt to fill overtime requirements through volunteers. If the Employer is not able to fill the overtime requirement through volunteers that possess sufficient skills and abilities to perform required work, overtime shall be mandated by the Employer.

In the event the Employer is required to mandate overtime, the following conditions shall apply: Whenever practicable, mandatory overtime shall be assigned to an entire work crew and shall be communicated as early as possible to those impacted. Except in the event of a production emergency, the Employer will make every effort to limit mandatory overtime to no more than 50 hours overtime hours in any one calendar month. Employees shall not be assigned to any overtime shift without the benefit of having sufficient rest/sleep period between work shifts. Employees that have approved vacation leave shall not be required to cancel such vacation to work mandatory overtime.

## **ARTICLE 12 HOLIDAYS**

#### Section 12.1

An Employee who works an eight (8) hour, five (5) day a week shift shall receive eight (8) hours the straight time day shift rate of pay, or an employee who works a ten (10) hour, four (4) day a week shift shall receive ten (10) hours of pay, or an employee who works a twelve (12) hour three day a week schedule shall be paid at the straight time day shift rate for the following holidays, provided the employee works the workday before and after the designated holiday or has received advanced approval from their supervisor to take the day before/after the respective holiday.

#### Section 12.2

The following shall be recognized as paid holidays: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, CHRISTMAS DAY, and THE EMPLOYEE'S BIRTHDAY.

#### Section 12.3

All time worked on the aforesaid holidays shall be compensated for at one and a half times the regular straight-time dayshift hourly rate.

Section 12.4

Should any of the above holidays fall on Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. In cases where the above listed holidays fall on Saturday, the preceding Friday OR Monday, at the Employers discretion, shall be observed as the holiday.

Section 12.5

With the exception of employees scheduled to work a twelve hour work shift, if the date of observance of a holiday falls on an employee’s regular day off, the employee shall receive an alternative day off within the same work week of the holiday. Employees working a twelve hour work shift on a week when a designated holiday falls on their regularly scheduled day off, shall receive 12 hours holiday pay at the straight time day shift rate in lieu of an additional day off.

Section 12.6

With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off during the work week in lieu of holiday pay.

Section 12.7

An Employee must take their birthday holiday the month in which their birthday occurs. Failure to schedule time of and/or provide sufficient advance notice of the holiday request to supervisory personnel will result in forfeiture of the time off. Instead, such time shall be paid to the employee at the day shift straight time rate.

**ARTICLE 13  
VACATION**

Section 13.1

Regular full time employees are eligible for vacation based on the schedule below. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment and has worked at least 900 hours. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

Section 13.2

Vacation benefits shall accrue according to the following schedule:

Completed Years Of Service	Hours per Year	Max
0-4	80	NA
5	120	160
10+	160	220

Continuous service will be calculated from the first of the month nearest an employee's date of hire. No accumulation of vacation leave shall occur when an employee is on an unpaid status of 15 days or longer.

#### Section 13.3

Vacation benefits are provided for rest and relaxation away from work. The Employer provides for some level of vacation carry over to provide for some scheduling flexibility, however vacation accrual will stop accruing (leave is forfeited) when the maximum allowed has been reached. The benefit will begin accruing again when sufficient time off is taken so the amount accrued drops below the allowed maximum.

#### Section 13.4

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor.

#### Section 13.5

Vacation may not be taken in increments of less than two (2) hours.

#### Section 13.6

Upon termination of employment or voluntary quit, Employees with more than six (6) months of continuous service shall be paid for all accrued and unused vacation. The termination payoff shall be based on the employee's base hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

## **ARTICLE 14 OTHER FORMS OF LEAVE**

#### Section 14.1 BEREAVEMENT AND FUNERAL LEAVE:

Up to three (3) scheduled work days of paid leave may be authorized in the event of imminent death or upon the passing of the employee's immediate family members: the employee's spouse/domestic partner, child/stepchild, parent, sibling, sibling-in-law, grandparent, grandchild, parent-in-law, any other relative residing in the same house or person acting in the capacity of an immediate family member. All bereavement leave must receive prior supervisory approval.

If necessary for health or travel reasons, additional working days may be allowed with approval of the Company President or his/her designee. The additional approved days will be deducted from the employee's accumulated vacation leave or may be taken as unpaid leave (subject to supervisor approval).

Employees shall give their Supervisor as much notice as possible of the need for time off so arrangements can be made to cover the absence. The Employee's Supervisor will decide whether to grant paid bereavement leave after consulting with management. Employees may be asked to verify family relationship and death.

Bereavement leave shall be paid at the day shift straight time hourly rate.

#### Section 14.2 MILITARY LEAVE:

Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of USERRA Act of 1994, shall be granted all rights and privileges provided by the Act.

#### Section 14.3

All Employees shall be granted a leave of absence in order to fulfill their obligations to serve in the military services of the United States, active or reserve, including any state or federal National Guard.

#### Section 14.4

Employees required to report for Active Duty Reserve, National Guard Duty, or annual Reserve Duty, after completing 90 days employment from date of hire, shall receive their regular hourly rate of pay not to exceed eighty (80) hours minus military pay in any twelve (12) month period. Evidence of service/pay shall be presented to the Employer.

#### Section 14.6 JURY DUTY AND WITNESS LEAVE:

Leave shall be granted as necessary to allow employees to serve as a member of a jury or serve as a witness as required by law. When an employee is excused or dismissed from jury duty or to serve as a witness, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

Any compensation for such leave is solely at the discretion of the Company and/or shall be in accordance with Company policy.

#### 14.7 PERSONAL ILLNESS AND FAMILY MEDICAL LEAVE:

Employees shall be granted Family Medical Leave for qualifying events and/or conditions in accordance with State law and/or the federal Family and Medical Leave Act. Employees will be required to exhaust paid vacation leave accruals before leave without pay will be authorized.

#### 14.8

Unpaid sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours. Employees can request use of vacation accrual, subject to the provisions stated in Article 13.

#### 14.9 REPORTING AND APPROVAL PROCEDURE:

Employees unable to report for duty shall notify the employer's designated representative in accordance with established procedures and policies. Employees who know in advance that they will need unpaid sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable. Employees who fail to properly notify their supervisor of such absence are subject to disciplinary action.

#### 14.10 MEDICAL VERIFICATION:

The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties. Medical verification may also be required in the event an Employee requests unpaid sick leave to care for an immediate family member.

## **ARTICLE 15**

### **REPORTING PAY AND MINIMUM PAY**

#### Section 15.1

Employees reporting for work that arrive on time or as otherwise scheduled, unless advised by the Employer at least eight (8) hours prior to such time to not report for work, shall receive not less than four (4) hours pay. Shift hours shall not be reduced arbitrarily.

#### Section 15.2

Employees required to report for work not continuous with their regular assigned shift hours, or on their scheduled day off and holidays, and that arrive to work as directed, shall receive not less than two (2) hours pay at the overtime rate.

#### Section 15.3

Employees required to report for work and not used shall receive four (4) hours straight time pay. An Employee refusing another assignment of work and electing not to work for the show up hours will not receive show up pay.

#### Section 15.4

The foregoing rules (Sections 15.1, 15.2, and 15.3) shall not apply where an Employee is not put to work, because of bad weather, materials available or breakdown of machinery, except that this shall not be construed to cover failure to have work.

#### Section 15.5

Employees, who fail to report as scheduled, voluntarily quit or are discharged for cause shall be paid only for actual hours worked.



Section 15.6

Employees not at work on the day a shutdown or layoff occurs, shall be considered to have received notification of such shutdown or layoff that they would have received if they had been working.

Section 15.7

In the event the supervisor requests the Employee who has reported for work at his/her regular starting time and in unworkable weather to remain on the premises with the expectancy of starting work later if the weather clears, such Employee shall be paid for such waiting time, which in no case shall be less than four (4) hours pay at his/her regular rate of pay.

**ARTICLE 16**  
**SAFETY AND SUBSTANCE ABUSE PROGRAM**

Section 16.1 SAFETY:

The Employer, Union, and Employees are dedicated to the concept that all accidents are preventable. Accordingly, all Parties are committed to achieving and sustaining Zero Accident Tolerance through continuous improvement practices. The Employer and its supervisors shall enforce safety health and sanitation measures as required by law and take appropriate corrective action to eliminate hazardous conditions and practices and each Employee is expected to follow safety rules and policies.

Section 16.2

Prompt ambulance service and first aid to injured workers shall be provided on all shifts and a safety person shall be employed and made responsible for the proper enforcement of safety rules. All first aid personnel shall be identified and signs indicating location of first aid stations shall be posted.

Section 16.3

An Employee suffering an industrial injury who is advised not to resume work by a nurse, first aid attendant or by a physician to whom they have been referred, shall be paid, pursuant to the terms of this Agreement, to the end of the shift on which the injury occurred. In the event an Employee reports an-injury immediately following its occurrence to the nurse, first aid attendant, or physician designated by the Employer, and had completed working the shift during which they sustained the injury, and the following day after reporting for work, is advised by the nurse, first aid attendant or physician to whom they were referred to by the Employer, not to continue work because of said injury, they shall be paid to the end of said shift.

Section 16.4

It is understood that matters dealing with safety should be presented first to the Employer and/or the safety committee prior to the matter being referred to governmental agencies.

#### Section 16.5

When an Employee is directed by the Employer to undergo a physical exam, the Employer shall pay the exam in full and the Employee shall be paid for his/her time. The Employer shall pay pre-employment physicals in full but the applicant shall not be paid for the time.

#### Section 16.6 SUBSTANCE ABUSE PROGRAM:

An employee who is under the influence of alcohol or drugs is a danger, not only to themselves but all employees. The parties have agreed to work together to create a work environment free from the effects of Employees impaired by the use of alcohol or drugs, through the use of pre-hire, random, and for cause testing. Further unauthorized possession, manufacture, use, or distribution of alcohol and drugs within the work environment or during scheduled work shift periods, is strictly prohibited.

#### Section 16.10

Every Employee shall be subject to the conditions outlined in the Employer's Drug & Alcohol (D&A) Policy. The Employer also retains the right to amend the terms and conditions of the D&A Policy for the purpose of modifying it due to the changing needs of the Employer's customer or to stay in compliance with legislation. The Employer shall notify the Union within five (5) working days of changes to terms and conditions in the Employer's D&A Policy. This Employer's D&A Policy will have no expiration date and will not be affected by the duration of this contract. This provision shall not be construed as limiting the Union's rights under Article 19, Grievances and Complaints.

## **ARTICLE 17** **PAY DAY**

#### Section 17.1

Paydays shall be weekly and in no case shall more than seven (7) calendar day's pay be held back.

#### Section 17.2

In case an Employee is laid off quits, or is discharged by the Employer, s/he shall receive their pay in compliance with State Law.

#### Section 17.3

All paychecks will be available at the Employer's office on Friday mornings by noon, regardless of Employee's shift.

#### Section 17.4

Any error in an Employee's pay check which is greater than sixty five dollars (\$65.00) shall be corrected by the Employer within two (2) working days from the time the error was brought to the Employer's attention; otherwise the error shall be corrected on the next regular pay day.

**ARTICLE 18**  
**TRAVEL TIME AND OUT OF YARD WORK**

Section 18.1

If assigned to a job considered to be “out of town” or outside the general commuting area, the Employer may provide a transportation vehicle. The driver of the vehicle shall be selected by Management and shall receive compensation for time spent driving the vehicle. Passengers in the vehicle shall receive one (1) hour of overtime in consideration for time spent as a passenger. All such employees shall report directly to the assigned job site on time as scheduled. The employer shall pay all travel tolls not ordinarily incurred by the employee.

The Employer will annually review and update the defined commuting areas for employees. Presently, the general commuting area is considered to be travel of 65 miles or less from the employee’s regular place of employment (i.e., Portland). The Employer agrees to provide a daily stipend of no less than \$15 when an employee is assigned to an operating location that is more than 35 miles one way from their regular place of employment.

Section 18.2

Employees sent to work out of town, or the defined commuting area, shall be provided with lodging, and reimbursement for reasonable meal expenses. The Employer shall provide transportation or pay mileage allowance not to exceed the IRS recommended guideline. Unusual circumstances will be handled on their individual merits.

Section 18.3

Alternatively, and at the option of the Employer, Employees who provide their own RV's or wish to secure their own out of town accommodations, shall be given \$30 per day Employee’s allowed this option will be required to maintain reasonable communications with the Employer.

Section 18.4

There will be no guaranteed minimum number of hours worked per day for out of town work, although, the Employer will attempt to maximize the Employee’s earning opportunities in such situations. If work is temporarily not available during out of town work situations and Employees are asked to standby, Employees will continue to receive expense allowances as provided in this Article.

**ARTICLE 19**  
**GRIEVANCES AND COMPLAINTS**

Section 19.1

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.

## Section 19.2

Grievances. A “grievance” means a claim or dispute with respect to the interpretation or application of the provisions of this Agreement. An employee or group of employees who feel they have a grievance shall notify the appropriate member of management as prescribed in this section.

The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

## Section 19.3

Step 1. If unable to resolve the grievance informally with the immediate supervisor, the union representative shall present the grievance in writing to his/her immediate supervisor. Copies of the grievance shall be filed with the supervisor. The apparent existence of a grievance should be presented as soon as possible, but not later than five (5) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include:

- a) The specific facts giving rise to the grievance, including the date the grievance arose;
- b) The section of the Agreement claimed to be violated;
- c) The remedy sought;
- d) The date and signature of the grievant, and/or Union representative;

## Section 19.4

The employee/Union Representative and supervisor will meet no later than five (5) calendar days following such notice to resolve the issue. The supervisor will provide a written statement of whether the grievance was resolved at Step One within five (5) calendar days after the termination of such meeting.

## Section 19.5

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall submit the

written grievance to the Production Manager or designee within fourteen (14) calendar days, following the supervisor's response. The Production Manager or designee shall respond in writing to this grievance within fourteen (14) calendar days.

#### Section 19.6

Step 3. If the grievance is not resolved at Step 2, the employee or Union may submit the written grievance to the Human Resources Department as the Employer's designee for Labor Relations within fourteen (14) calendar days of receipt of the Production Manager's response. The Company President, and/or Labor Relations Representative, Production Manager, and International Union Representative (or designee) shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Company's Labor Relations Representative will provide a written decision on the matter to the Union not later than fourteen (14) calendar days following the meeting.

#### Section 19.7

Step 4. Not later than fourteen (14) calendar days following the conclusion of Step 3, either party may submit the grievance to arbitration by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within fourteen (14) calendar days, the party initiating the grievance will request from the Federal Mediation and Conciliation Service a list of seven arbitrators from the Oregon-Washington region. The cost of the list will be equally borne by both parties. The arbitrator will be chosen from the list by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The order of striking names will be determined by the flip of a coin, with the loser going first on striking names from the list.

#### Section 19.8

Time Limits. The time limits set forth in this Article may be extended by mutual written agreement between the Employer and Union. If the Union fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the Employer fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

#### Section 19.9

Arbitration. The decision of the arbitrator shall be final and binding upon the parties. The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Union representative at Step Two of the grievance procedure.

Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a verbatim transcript of the proceedings, the parties shall split the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretation of the Agreement. Only one dispute or grievance shall be the subject of any arbitration unless the parties expressly agree to the contrary. In his/her decision, the arbitrator shall specify whether or not the decision is retroactive and the effective date thereof, providing that in no case shall the finding be retroactive beyond the date the grievance was filed.

#### Section 19.10

Informal Discussion Permitted. Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of Management, provided that the time limits set forth above are followed.

#### Section 19.11

Confidentiality. All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

#### Section 19.12

Employer Initiated Grievance. The Employer is entitled to initiate a grievance against the Union. Within fourteen (14) days of the date giving rise to the grievance, the Employer representative shall advise the Union staff representative, in writing, of the grievance. The Employer and Union representatives shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Union shall respond in writing within seven calendar days. Within fourteen days of receipt of the Union's response, the Employer may submit the grievance to arbitration as provided in Step 4 above.

## **ARTICLE 20** **HEALTH, WELFARE, 401K RETIREMENT SAVINGS** **AND PENSION PLANS**

#### Section 20.1

The Employer shall provide employees with: a base life insurance policy of not less than \$10,000; long term disability benefits; and health and dental insurance coverage for employees and dependent family members. Employees shall pay \$50 per month for dependent coverage.

The Employer has complete authority to select and change the providers of the health care, dental, and life insurance benefits, so long as the health and dental insurance coverage remains relatively equal to the plans in effect at the time this Agreement is ratified. The parties agree that the Employer has the discretion to increase the annual plan deductibles and co-pays such as those paid for office visits, prescription drug coverage to contain costs of annual premium increases. The Employer agrees that such adjustments shall be limited to not more than 50% of the plan deductibles in effect at the time this Agreement is ratified.

The Employer agrees to give the Union as much advance notice as possible of plan deductible increases. The Union may request maintenance of such benefits (lower deductibles, co-pays) if Employees pay the added insurance premium costs. If such request is made, the Employee's monthly payment towards health insurance coverage shall be deducted from their pay on a pre-tax basis through the Company's Section 125 plan.

#### Section 20.2

After 90 days of consecutive employment, Employees shall be offered the ability to participate in a Company 401(k). The Employer shall match employee contributions into the 401K Plan up to a maximum of 4% of gross earnings. After the Plan has been established, the provisions shall remain unless altered by mutual agreement.

#### Section 20.3

The Employer agrees to contribute \$0.60 per hour worked into the Boilermakers Blacksmith National Pension Trust for all hourly employees covered by this agreement. Said contributions will be made on an "hours worked" basis. Notwithstanding same, should the B.B.N.P.T. Trustees take action to levy an assessment on the contributing employers for, as an example, the purpose of offsetting the Funds current withdraw liability due to being under funded, Us Barge reserves the right to withdraw as a participating employer into such fund by serving a thirty (30) day notice of intent on the union to do so. In such event, the parties shall meet to discuss how the money that is currently being contributed to the B.B.N.P.T. will be allocated to the bargaining unit employees and no change will take place until these discussions are concluded. If the Parties are unable to agree, an amount equal to the hourly contribution amount will be added to the employees check starting with his first hour of work on the thirty first (31<sup>st</sup>) day after the notice was served. Nothing contained in this Article shall preclude the Parties from reaching Agreement prior to the expiration of thirty (30) days or from mutually agreeing to a longer time period.

#### Section 20.4

An Employee will be eligible for Pension after the Employee has worked ninety (90) cumulative hours within three (3) consecutive calendar months. Once an Employee has qualified they will remain qualified unless they are terminated for cause. In the event a trainee program is implemented, there will be no contributions made to a pension trust on behalf of a Trainee or Apprentice until he/she has completed five hundred (500) work hours.

## **ARTICLE 21**

### **TOOLS**

#### Section 21.1

Employees will be furnished major tools required to accomplish work. Employees will be expected to provide small hand tools necessary to perform their duties. Major tools will be signed out to individuals who will be responsible for their loss or damage. Normal damage and wear due to use is expected, however each employee will be responsible for abnormal wear, theft or misuse. The Employer will provide reasonable facilities and accommodations to secure personal tools. Employees shall be responsible for and take all reasonable care and precaution to protect these tools from damage, loss, or theft. The Union agrees to cooperate with the Employer in exercising the intent of this Article toward Employees who are negligent with property supplied to them by the Employer.

Prescription safety glasses shall be provided by the Company as per the employee handbook.

#### Section 21.2

Employees shall have sufficient time prior to the end of such shift to put away tools on the Employer's time. Determination of sufficient time shall be at the Employer's discretion

## **ARTICLE 22**

### **WELD TESTING**

#### 22.1 WELD TESTING:

It is recognized that the processes of welding and burning are critical skills needed to accomplish production, fabrication and repair work. When an active employee in a welding classification is required by the Employer to take such a test, they shall be paid for reasonable time taken to perform the test. However, if the employee fails the test more than two times, they shall retake the test on their own time. Whenever an Employee is required to take a welding test the Employer shall make written record of such test. Such record shall specify the agency and type of test, date of test and the name of the inspector or the individual supervising the test. An authorized Employer representative will sign this document. An up-to-date record of such tests shall be maintained by the Employer. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.



**ARTICLE 23**  
**TRAINING PROGRAM AND PRODUCTION INCENTIVES**

Section 23.1

In order to ensure a supply of competent, skilled workers, it is agreed that the Employer may establish a training program. The terms of such training program shall not conflict with Federal or State laws. The parties agree that the value of such a program shall be translated into an hourly cost incurred by the Employer. Nothing in this Article shall be construed to mean that the Employer shall bear the full cost of such program. By mutual agreement, Employee's may make an hourly contribution towards an established training program. Such contributions shall be delivered in the form of a wage reduction.

Section 23.2

The parties agree that nothing in this Agreement shall prevent implementation of production incentive programs which may include compensation for piece work or for attaining production quotas. Any such program(s) shall be designed to give employees the opportunity to increase compensation received above and beyond their regular day shift rate, as provided in this Agreement.

**ARTICLE 24**  
**SAVINGS CLAUSE**

Section 24.1

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 25**  
**EFFECTIVE DATE AND DURATION OF AGREEMENT**

Section 24.1

This Agreement will become effective the day after ratification of this agreement, (February 14, 2007) unless otherwise provided herein, and shall remain in full force and effect until February 29, 2012 and from year to year thereafter, unless either party, shall serve written notice by certified mail at least sixty (60) days, but not more than ninety (90) days prior to February 28, 2012 of any subsequent year to change, modify or terminate the Agreement.

For the Employer

For the Union

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Brad Dunkin, President

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David M. Bunch, International  
Representative

US Barge LLC.  
5555 N. Channel Avenue  
Portland, OR 97217

International Brotherhood of Boilermakers  
PO Box 1569  
Woodland, WA 98674

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Gary Powers, Business Manager/Sec.  
Treasurer  
International Brotherhood of Boilermakers,  
Local 104  
2800 1<sup>st</sup> AV, Suite 136  
Seattle, WA 98101

SCHEDULE "A"  
MINIMUM RATES OF PAY AND HEALTH INSURANCE CONTRIBUTIONS

WAGE RANGES

<b>USB Class. / wage range</b>		
<b>Description</b>		
	<b>Minimum</b>	
<b>Supervisors</b>	<b>10% above applicable base rate at time of appointment</b>	
<b>Lead People</b>	<b>7% above applicable base rate at time of appointment</b>	
	<b>Min.</b>	<b>Max.</b>
<b>Mechanic</b>	<b>\$ 19.00</b>	<b>\$ 22.00</b>
<b>Fitter / Welder</b>	<b>\$ 17.00</b>	<b>\$ 21.00</b>
<b>Welder I</b>	<b>\$ 16.00</b>	<b>\$ 19.50</b>
<b>Welder II</b>	<b>\$ 15.00</b>	<b>\$ 17.50</b>
<b>Welder III</b>	<b>\$ 12.50</b>	<b>\$ 16.00</b>
<b>Specialist</b>	<b>\$ 14.50</b>	<b>\$ 19.00</b>
<b>Associate</b>	<b>\$ 10.00</b>	<b>\$ 14.00</b>

Effective January 1, 2008

An increase of \$0.80 cents shall be provided to all job classifications

Effective January 1, 2009

An increase of \$0.80 cents shall be provide to all job classifications

The parties agree to a wage re-opener with discussions to commence no later than November 1, 2009 to determine potential rate increases for years 2010 and 2011.